

After Recording, Return To:  
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of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$41.00

### **NOTICE OF INTENT TO FORFEIT**

This Notice of Intent to Forfeit (the "Notice") is regarding the Contract of Sale made by Joe Paterno and Mary Jane Paterno, and Valerie Beebe (collectively, "Seller") and Chris Balmes ("Purchaser") dated August 14, 2002, a Memorandum of which was recorded August 20, 2002, in the records of Skamania County, Washington, as document no. 145653 (the "Contract").

The Contract covers that certain property located in Skamania County, Washington and legally described as follows ("the Property"):

*A leasehold interest in Northwestern Lake Cabin Site 6A on Government Lot 2, Section 2, Township 3 North, Range 10, E.W.M., including a cabin and 8 x 24 foot attached deck located thereon, and all personal property on the premises, except the following: certain furnishings of Seller's choice, boat and motor.*

The Purchaser has failed to pay when due, the remaining unpaid balance of the Purchase Price, plus any accrued interest thereon, in the total amount of \$46,484.96, on or before August 5, 2007. Such non-payment allowed the Seller to declare a default. The Seller hereby declares the Contract in default and such default by the terms of the Contract allows for a forfeiture of the Contract.

The following are amounts that Purchaser is obligated to pay within 90 days after the date this Notice is recorded in order to cure the default and reinstate the Contract:

- (1) Principal payment in the amount of \$46,484.96;
- (2) Late Fee in the amount of \$2,324.25;
- (3) Interest in the amount of \$9.55 per day from August 5, 2007 until paid;
- (4) Attorney fees of \$550; and
- (5) Forfeiture costs of \$506.

Failure to cure the alleged default 90 days after the date this Notice is recorded may lead to recordation, transmittal, and publication of a Declaration of Forfeiture. The Declaration of Forfeiture completes the forfeiture and cancels and renders void all rights,

titles, and interest of the Purchaser in the Property (including all of Purchaser's then existing rights, interest and estates therein and timber crops and improvements thereon).

Upon the forfeiture of the Contract, the Seller may (i) retain all payments made by the Purchaser and (ii) may take possession of the property ten (10) days following the date the Contract is forfeited and summarily eject the Purchaser and any person or persons having possession of the said property by, through or under the Purchaser, who were properly given this Notice and the Declaration of Forfeiture and remain in possession of the property more than ten (10) days after such forfeiture. The Purchaser, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property and may recover from the Purchaser, or such person or persons in any such proceedings, the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including Seller's reasonable attorney fees.

The Purchaser, or the persons to whom this Notice is given, may have the right to contest the forfeiture, or to seek an extension of time to cure the default does not involve a failure pay money, or both, by commencing a court action by filing and serving the summons and complaint before the Declaration of Forfeiture is recorded.

The Purchaser, or such persons to whom this Notice is given, may have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the Seller's interest in the Property. The excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the Purchaser. The court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court. Any action to obtain an order for public sale must be commenced by filing and serving the summons and complaint before the Declaration of Forfeiture is recorded.

The Seller is not required to give any person any other notice of default before the Declaration of Forfeiture is recorded.

DATED this 27 day of August, 2007.

  
JAMES W. HENDRY, WSB # 33828  
Attorney for Seller