

AFTER RECORDING MAIL TO:

Woodrich & Archer LLP  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

**Document Title(s) or transactions contained therein:**

1. Notice of Intent to Forfeit

**Grantor(s):** [Last name first, then first name and initials]

1. Dennis D. Foster

☐ Additional names on page \_\_\_\_\_ of document

**Grantee(s):** [Last name first, then first name and initials]

1. Gabe Spencer and Maria Spencer
- 2.

☐ Additional names on page \_\_\_\_\_ of document

**Abbreviated Legal Description:** [i.e., lot/block/plat or sec/twp/range/1/4/1/4]

Lots 10 & 11, Block A, of Town of Carson

☒ Complete legal description is on page 3 of document

**Reference Number(s) of Documents Assigned or Released:** [Bk/Pg/Aud#]

2006163757

☐ Additional numbers on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel/Account Number(s):**

03 08 29 1 1 1101-00

cd1

☐ Property Tax Parcel ID is not yet assigned

After Recording Return to:

WOODRICH & ARCHER LLP  
P.O. Box 510  
110 SE Cascade Avenue  
Stevenson, WA 98648

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO:

You are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

1. The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Seller's Name:

Gabriel P. Spencer  
Maria Spencer

Address

P.O. Box 1144  
Stevenson, WA 98648

Telephone Number

1-509-427-5778

Attorneys' Name:

Woodrich & Archer LLP  
Attn. Katy J. Archer

Address

P.O. Box 510  
110 SE Cascade Avenue  
Stevenson, WA 98648

Telephone Number

1-509-427-5665

2. Description of the Contract: Real Estate Contract dated November 16, 2006 executed by Gabriel P. Spencer and Maria Spencer, husband and wife, as Sellers, and Dennis D. Foster, an unmarried man, as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 2006163757 on November 20, 2006, records of Skamania County, Washington.

3. Legal description of property: Lots 10 and 11, Block 1, Town of Carson, according to the plat thereof, recorded in Book "A" of plats, page 23, records of Skamania County, Washington

Assessor's Property Tax Parcel/Account Number(s): 03-08-29-1-1-1101-00.

4. Description of each default under the Contract on which the notice is based:

a. Failure to pay the following past due items, the amounts and an itemization for which are given in Paragraph 7 (a) below:

**Monthly installments in the amount of \$ 1660.12 beginning on October 5<sup>th</sup>, 2007 plus late fees in the amounts set forth below said delinquent installments totaling: \$5227.86**

**Late fees totaling: \$247.50**

**Delinquent taxes plus late fees: \$762.38**

**Second Half Taxes \$754.83  
plus late fee of \$7.55**

b. Other defaults: **\$117.50**  
**Overdraft charges**

5. **Failure to cure all of the defaults listed in Paragraph 4 and as further provided in Paragraph 7 (a) and Paragraph 8 on or before March 5, 2008 will result in the forfeiture of the Contract.**

6. The forfeiture of the Contract will result in the following:

- a. all right, title and interest in the property of the purchaser, and all persons claiming through the purchaser or whose interests are otherwise subordinate to the Seller's interest in the property and who are given this notice, shall be terminated;
- b. the purchaser's rights under the Contract shall be cancelled;
- c. all sums previously paid under the Contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto;
- d. all of the purchaser's rights in the improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and

- e. the purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, unharvested crops, and timber to the seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money the action required to cure the default:

a. Monetary Delinquencies:

<u>Itemized</u>	<u>Amount</u>
Monthly installment for October, 2007	\$ 1660.12
Monthly installment for November, 2007	\$ 1660.12
Monthly installment for December, 2007	\$ 1660.12
<b>TOTAL PAST DUE INSTALLMENTS:</b>	<b>\$4980.36</b>

Late charges in the amount of 5% of the amount owed after the 15<sup>th</sup> of each month:

<u>Itemized</u>	
Late fees for October, 2007	\$82.50
Late fees for November, 2007	\$82.50
Late fees for December, 2007	\$82.50
<b>TOTAL LATE FEES</b>	<b>\$247.50</b>

Delinquent property taxes in the following amounts:

2007 Second Half	\$754.83
2007 Second Half Late Fee	\$ 7.55

**TOTAL TAXES DUE** **\$762.38**

**OVERDRAFT** **\$117.50**

**TOTAL MONETARY DELINQUENCIES:** **\$6107.62**

- b. Action required to cure any non-monetary default: N/A

8. The following is a statement of other payments, charges, fees and costs to cure (or, when indicated, an estimate thereof) the default:

<u>Item</u>	<u>Amount</u>
a. Cost of Title Report	\$ <u>N/A</u>
b. Service/Posting of Notice of Intent to Forfeit (estimated)	\$ <u>50.00</u>
c. Copying/postage	\$ <u>10.00</u>
d. Attorney's fees (estimated)	\$ <u>1500.00</u>
e. Long distance phone charges	\$ <u></u>
f. Late charges	\$ <u>itemized above</u>
g. Recording fees	\$ <u>24.00</u>
h. [other]	\$ <u>N/A</u>
 TOTAL:	 \$ <u>1584.00</u>

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7, which is a total of \$6107.62, plus the amount of any the payments and the charges listed in Paragraph 8 for a total of **\$7691.62, plus the amount of any other payments and the charges which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured.** Monies required to cure the default may be tendered to Woodrich & Archer LLP at the following address: P.O. Box 510, Stevenson, WA 98648.

9. The person to whom this Notice of Intent to Forfeit is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default, or both, by commencing a court action before the Declaration of Forfeiture is recorded.

**NO EXTENSION IS AVAILABLE FOR DEFAULTS, WHICH ARE A FAILURE TO PAY MONEY.**

10. The person to whom this Notice of Intent to Forfeit 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 entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the Contract. Upon any request for a public sale, 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 a summons and complaint before the Declaration of Forfeiture is recorded.

11. The seller is not required to give any person any other notice of default before the Declaration of Forfeiture which completes the forfeiture is given, except as provided in the Contract or other agreement, as follows: Notice is required to be sent to Purchaser certified mail, return receipt requested.

12. EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 2 day of January, 2008.

WOODRICH & ARCHER LLP

Katy J. Archer, WSB # 24173  
Of Attorneys for Seller

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I, the undersigned, a notary public in and for the State of Washington hereby certify that on this \_\_\_\_\_ day of January, 2008, personally appeared before me, Katy Jane Archer of Woodrich & Archer LLP as the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act for the purposes therein mentioned. Given under my hand and official seal the day and year last above written.

Nicole L. Woodrich  
NOTARY PUBLIC,  
in and for the State of Washington  
My commission expires 3-9-09

