

WHEN RECORDED RETURN TO:

Bradley W. Andersen
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

DOCUMENT TITLE(S)

Notice of Intent to Forfeit

REFERENCE NUMBER(S) of Documents assigned or released:

Auditor's No. 151306, BK 255, PG 136

☐ Additional numbers on page _____ of document.

GRANTOR(S):

DeGroote Family Trust

☐ Additional names on page _____ of document.

GRANTEE(S):

Bryan S. Zapfe and Wendy J. Zapfe

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 2 of the Family Trust - DeGroote Shortplat, as
Recorded in Book 3, page 367 of Short Plats

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

03-08-17-3-0-2324-00

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: _____

Signature/Title: _____

After recording return to:

Bradley W. Andersen
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: Bryan S. Zapfe and Wendy J. Zapfe
202 Eyman Cemetery Road
Carson, WA 98610

Bryan S. Zapfe and Wendy J. Zapfe
P.O. Box 418
North Bonneville, WA 98639

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

- (a) The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Seller's Name

DeGroote Family Trust
George and Gloria DeGroote
46592 Hwy 14
Stevenson, WA 98648

Agent's or Attorney's Name

Phillip J. Habarthur
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

(360) 694-7551

- (b) Description of Contract:

Real Estate contract dated December 5, 2003, executed by GEORGE D. DeGROOTE, AND GLORIA Z. DeGROOTE, Trutees of the DeGROOTE FAMILY TRUST, as seller, and BRYAN S. ZAPFE and WENDY J. ZAPFE, husband and wife, as purchaser, which Contract or a memorandum thereof was

recorded under Auditor's No. 151366, BK 255, PG 136 on December 5, 2003, records of Skamania County, Washington.

(c) Legal Description of the property:

Lot 2 of the FAMILY TRUST-DeGROOTE SHORTPLAT,
as Recorded in Book 3, Page 367 of Short Plats, Records of
Skamania County, Washington.

(d) Description of each default under the Contract on which the notice is based:

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

A) Monthly Payments: \$ 6,400.00

2. Other defaults: None.

(e) Failure to cure all of the defaults listed in Paragraph (d) as provided in Paragraph (g) \$7,096.08 on or before December 5, 2008 will result in the forfeiture of the Contract.

(f) The forfeiture of the Contract will result in the following:

1. 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;
2. The purchaser's rights under the Contract shall be canceled;
3. All sums previously paid under the Contract shall belong to and be retained by the seller or other persons to whom paid and entitled thereto;
4. 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,
5. 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.

(g) 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(s) required to cure the default:

1. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly Payments for January 5, 2008 through August 5, 2008	\$6,400.00

Late fees of	\$672.00
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\$3.00 per month Collection Fee Charged by Riverview Bank	\$24.00
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2. Action(s) required to cure any non-monetary default: \$7,096.00

None.

(h) The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
Cost of title report	\$609.90
Copying/postage (estimated)	\$25.00
Attorney's fees (Estimated)	\$750.00
Long distance phone charges (estimated)	\$5.00
Recording fees (estimated)	\$40.00
TOTAL	\$1,429.90

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$8,525.90, plus the amount of any payments and late 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 Bradley W. Andersen at the following address:

Phillip J. Haberthur
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

(i) 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.

(j) Additional Information:

The purchaser or any person claiming through the purchaser 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 purchasers. 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 the filing and serving a 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 which completes the forfeiture is given.

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 14th day of August, 2008.

SCHWABE, WILLIAMSON & WYATT, P.C.

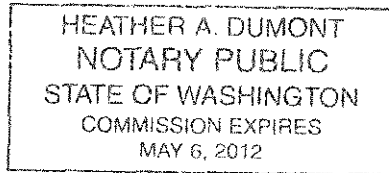


PHILLIP J. HABERTHUR
Of Attorneys for Seller

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 14th day of August, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Phillip J. Habberthur, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Heather A. Dumont
NOTARY PUBLIC in and for the State of
Washington,

Residing at Vancouver, WA

My appointment expires May 6, 2012