

Return Address:

Shawn R. MacPherson
430 N.E. Everett Street
Camas, WA 98607

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

Sellers: Kathleen M. Marlowe and Richard Allen Marlowe,
husband and wife
Buyer: Kelly J. Anderson, an unmarried woman
Legal description (abbrev.): S17, T3N, R8E
Assessor's Tax Parcel ID#: 03-08-17-4-0-1300-00
Prior Reference Nos.: 2009173824

TO: KELLY J. ANDERSON
222 Dillingham Loop Road
Carson, WA 98610

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 of Seller's attorney giving this notice is as follows:

SELLERS

KATHLEEN M. MARLOWE and RICHARD ALLEN MARLOWE
2651 N. "M" Street
Washougal, WA 98671

SELLERS' ATTORNEY

Shawn R. MacPherson
Attorney at Law
430 NE Everett Street
Camas, WA 98607
(360) 834-4611

2. Description of the Contract: The Real Estate Contract referred to herein is dated August 31, 2009, and was executed by Kathleen M. Marlowe and Richard Allen Marlowe, husband and wife, as Sellers, and Kelly J. Anderson, an unmarried woman, as Purchaser. Said contract was recorded on September 9, 2009, under Skamania County Auditor's File No. 2009173824.

3. The property which is the subject of the contract is described as follows:

County of Skamania, State of Washington

BEGINNING at the Southwest corner of the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian; in the County of Skamania, State of Washington; thence East 30 feet; thence North 1,536.55 feet; thence East 208.5 feet to the initial point of the tract hereby described; thence East 120.5 feet; thence North 104.25 feet; thence West 120.5 feet; thence

Notice of Intent to Forfeit

Page 2

South 104.25 feet to the initial point.

4. The defaults under the contract upon which this notice is based are as follows:

- a. Failure to pay six monthly payments of \$500.00 each due December 1, 2009, January 1, 2010, February 1, 2010, March 1, 2010, April 1, 2010 and May 1, 2010.
- b. Failure to pay late charges totalling \$150.00.
- c. Failure to pay the pro-rata share of the second half of real property tax for 2009 in the amount of \$386.87, plus interest and penalties, and property taxes for 2010 in the amount of \$796.08, plus interest.
- d. Failure to insure the premises.

5. If all items of default are not cured by September 10, 2010, the aforescribed Real Estate Contract will be forfeited.

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

- a. All right, title and interest in the property of the Purchaser and of all persons claiming through the Purchaser or whose interests are otherwise subordinate to Seller's interest in the property shall be terminated;
- b. The Purchaser's rights under the contract shall be canceled;
- 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 and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
- e. The Purchaser and all of the persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is an itemized statement of all payments of money in default, and for defaults not involving the failure to pay money, a statement of the action required to cure the default:

- a. Failure to pay six monthly payments of \$500.00 each due December 1, 2009, January 1, 2010, February 1, 2010, March 1, 2010, April 1, 2010, and May 1, 2010.
- b. Failure to pay late charges totaling \$150.00.
- c. Pay the pro-rata share of 2009 real property taxes in the amount of \$386.87, plus interest and penalties, and provide proof of payment, and further pay the first half of 2010 real property taxes and provide proof of payment.
- d. Insure premises and provide proof of insurance.

8. The following is a statement of other payments, charges, costs and fees necessary to cure default:

- a. Recording of Notice of Intent to Forfeit (Estimated) \$ 64.00
- b. Copying and Postage (Estimated) \$ 10.00

Notice of Intent to Forfeit

Page 3

- | | | |
|----|-------------------------------|------------|
| c. | Attorney's Fees | \$1,500.00 |
| d. | Contract Forfeiture Guarantee | \$ 246.10 |

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$4,970.10, plus the amount of any payments and taxes 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 this default must be tendered to Shawn R. MacPherson, Attorney at Law, at the following address: 430 NE Everett Street, Camas, Washington 98607.

10. Any person 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 if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the Declaration of Forfeiture is recorded.

11. Any person 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 Sellers' 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.

12. The Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given.

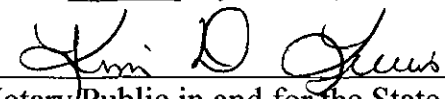
DATED this 4th day of June, 2010.


Shawn R. MacPherson, Attorney for Sellers.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me SHAWN R. MacPHERSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of June, 2010.


Notary/Public in and for the State of
Washington, Residing at Camas
My appointment expires: 7-20-12.

