

Return Address:

Roger D. Knapp  
430 N.E. Everett Street  
Camas, WA 98607

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

Seller: John M. Ratcliff and Karen L. Ratcliff  
Buyers: Robert A. Holmes  
Legal description (abbrev.) Lots 5, 6 & 7 BLK 2 Maple Hill Tracts #2 BK A/PG 125  
Tax Assessors ID No.: 03072520140000  
Prior Document No: 2009174319

TO: ROBERT A. HOLMES  
81 Rockwood Drive  
Stevenson,, WA 98648

KENDAL E. HOLMES  
81 Rockwood Drive  
Stevenson, WA 98648

GORGE RECOVERY SERVICE, INC.  
c/o Brian K. Gerst, Attorney at Law  
PO Box 1086  
Vancouver, WA 98666-1086

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

John M. Ratcliff and Karen L. Ratcliff  
3417 SE 362<sup>nd</sup> Avenue  
Washougal, WA 98671

SELLERS' ATTORNEY

Roger D. Knapp  
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 October 16, 2009, and was executed by John M. Ratcliff and Karen L. Ratcliff, husband and wife, as Seller, and Robert A. Holmes, a single man, as Purchaser. Said contract was recorded on November 23, 2009, under Auditor's File No. 2009174319, records of Skamania County, Washington.

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

County of Skamania, State of Washington

Lots 5, 6 and 7 of Block 2 of the MAPLE HILL TRACTS NO. 2, according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 125, in the County of Skamania, State of Washington.

THIS CONVEYANCE IS SUBJECT TO COVENANTS CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY, AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC RECORD, INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY.

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

- a. Failure to pay nine monthly payments of \$1,187.50 for a total of \$10,687.50.
- b. Failure to pay nine late charges of \$59.38 each for a total of \$534.42.
- c. Failure to reimburse Seller for real property taxes paid by Seller in the amount of \$2,882.02.

5. If all items of default are not cured by February 24, 2011, 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 nine monthly payments of \$1,187.50 for a total of \$10,687.50.
- b. Failure to pay nine late charges of \$59.38 each for a total of \$534.42.
- c. Failure to reimburse Seller for real property taxes paid by Seller in the amount of \$2,882.02.

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

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c.	Attorney's Fees	\$1,500.00
d.	Contract Forfeiture Guarantee	\$ 625.95

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$16,303.89, 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 Roger D. Knapp, 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 18<sup>th</sup> day of November, 2010.

Roger D. Knapp, Attorney for Sellers.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this day personally appeared before me ROGER D. KNAPP, 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 18<sup>th</sup> day of November, 2010.

Notary Public in and for the State of  
Washington, Residing at Camas.

My appointment expires: ~~10-2-05~~ 7-20-12

