AFN #2011177930 Recorded 03/23/2011 at 11:12 AM DocType: DEED Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 4 Auditor Timothy O. Todd Skamania County, WA

> RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Albert F. Schlotfeldt Duggan Schlotfeldt & Welch 900 Washington St., Ste. 1020 PO Box 570 Vancouver, WA 98666-0570

Grantors:

Sauer, Gerald T.; Sauer, Mary P.

Grantees:

Cartier, Steven; Cartier, Deanna

Abbreviated Legal:

Lot 2, Pine Nut S/P #2005160081-Full legal on pg. 2

Assessor's Tax Parcel # Other Reference Nos.

07-06-23-4-0-0102-00 ACUS

2006164171

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

134196

CHAPTER 61.30

To:

Steven Cartier

Deanna Cartier PO Box 1479

PO Box 1479

Woodland, WA 98674

Woodland, WA 98674

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, Seller's agent or attorney giving the notice:

Seller	7	

Attorney for Seller

Gerald T. Sauer and Mary P. Sauer,

husband and wife 26300 NE 16th Street

Camas, WA 98607

Telephone: 360-834-6119

Albert F. Schlotfeldt

Duggan Schlotfeldt & Welch PLLC

900 Washington Street, Ste. 1020

Vancouver, WA 98660

Telephone: (360) 699-1201

Fax: (360) 693-2911

Email: aschlotfeldt@dsw-law.com

2. Description of Contract: Real Estate Contract dated December 15, 2006, executed by Gerald T. Sauer & Mary P. Sauer, husband and wife, as Seller, and Steven Cartier & Deanna Cartier, husband and wife, as Purchaser, which Contract was recorded under Auditor's File No. 2006164171 on December 15, 2006, records of Skamania County, Washington.



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3. Legal description of Property:

A tract of land in Sections 23 & 24, township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 2 of the Pine Nut Short Plat recorded in Auditor File No. 2005160081, Skamania County Records.

Said property is vacant land, with no site address.

- 4. Description of each default under the Contract on which this notice is based:
- a. Failure to pay, when due, monthly contract payments for and after November 15, 2010, and late fees therefor, the amounts and an itemization for which are given in Section 7 below.
- b. Failure to pay, when due, Association Dues, the amounts and itemization for which are given in Section 7 below.
- c. Failure to pay, when due, the 2009 and 2010 real estate taxes and/or assessments and accrued penalties and interest, the amounts and itemization for which are given in Section 7 below.
- 5. Failure to cure all of the defaults listed in Section 4 above, as itemized in Section 7 below, on or before 5:00 p.m. on June 30, 2011, which date is not less than 90 days after this Notice is recorded, 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 of all persons claiming through the Purchaser, or whose interests are otherwise subordinate to the Seller's interest in the property, 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 all 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, and unharvested crops and timber to the Seller ten (10) days after the Declaration of Forfeiture of the Contract is recorded.

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7. The following is a statement of all payments of money in default.

Description	Amount	
Payments due 11/15/2010, 12/15/2010, 1/15/2011,	\$3,967.90	
2/15/11, and 3/15/11 at \$793.58 each		
Late Fees for 11/15/2010, 12/15/2010, 1/15/2011, and	\$158.72	
2/15/11 Payments at \$39.68 each		
Annual Association Dues for the Years commencing	\$1,200.00	
July 2007, 2008, 2009, and 2010 at \$300/year	7	
Real Estate Taxes, together with penalties and interest as		
of 3/16/11:	_ / A	
2009	\$410.64	
2010	\$893.10	
Total:	\$6,630.36	

together with all delinquent payments and late charges falling due and accruing thereon, together with failure to pay any additional Association assessments or real property taxes and/or assessments, and any interest and penalties accruing, after the date of this notice.

8. The following is a statement (or where indicated, an estimate thereof) of other payments, charges, fees, and costs that are or may be required to cure the defaults:

a.	Cost of Title Report	la.	\$578.87
b.	Service/Posting of Notice of Intent to Ford	feit	\$75.00
	(estimate)		_ ~
c.	Copying/Postage (estimate)		\$15.00
d.	Recording Fees (estimate)	48	\$65.00
e.	Attorneys' Fees (estimate)		\$2,000.00
П	Total		\$2,733.87

The total amount necessary to cure the default is the sum of the amounts in Sections 7 and 8 above, which is \$9,364.23, plus the amount of any payments, penalties, interest, and late charges that fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. Prior to June 30, 2011, interested parties should contact Seller's counsel set forth in Section 1 above to ascertain the exact total necessary to cure the defaults pursuant to this Notice. Monies required to cure the default are to be payable and tendered to Gerald T. and Mary P. Sauer, at the following address: 900 Washington Street, Suite 1020, Vancouver, Washington 98660.

- 9. The person(s) to whom this notice is given has 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. NO EXTENSION IS AVAILABLE FOR DEFAULTS THAT ARE A FAILURE TO PAY MONEY.
- 10. The person to whom this notice is given may have the right to request a court to order a public sale of the property; that 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; that 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; that the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and that 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.

- 11. The Seller is not required to give any person any other notice of default before the declaration that completes the forfeiture is given. The next notice that you receive will be the Declaration of Forfeiture to complete the forfeiture.
- 12. There is no earlier Notice of Intent to Forfeit given under the Contract that deals with the same defaults. There is no additional information required by the Contract or other agreement with Seller.

Dated: March <u>17</u>, 2011.

Albert F. Schlotfeldt

Of Attorneys for Seller, Gerald T. Sauer and

9-1-2012

Mary P. Sauer, husband and wife

STATE OF WASHINGTON

County of Clark

On this 11 day of March, 2011, before me, a Notary public in and for the State of Washington, personally appeared ALBERT F. SCHLOTFELDT, 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.

NOTARY PUBLIC FOR WASHINGTON My Commission Expires: 9-1-

SANDRA J. SANDBOM NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES

SEPTEMBER 1, 2012