

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Shawn A. Elpel  
Duggan Schlotfeldt & Welch  
900 Washington St., Ste. 1020  
PO Box 570  
Vancouver, WA 98666-0570

Abbreviated Legal : Lot #1 Of The Angry Lady S/P2004153799 .15ac Rd Eas Per BLA~2004155168; full legal in Exhibit A and on Page 2  
Assessor's Tax Parcel # : 07 06 23 1 0 0301 00  
Other Reference Nos. : 2006162261

136155

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

To: Mark Kraner  
638 SW Cherry Park Road  
Troutdale, OR 97065

Tammie Kraner  
638 SW Cherry Park Road  
Troutdale, OR 97065

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

Gerald T. Sauer and Mary P. Sauer,  
individually and as members of the Three  
Rivers Rec LLC/Sauer, formally registered  
as Three Rivers Recreational Area-Sauer,  
LLC, a Washington limited liability  
company  
26300 NE 16<sup>th</sup> Street  
Camas, WA 98607  
Telephone: 360-834-6119

Attorney for Seller

Shawn A. Elpel  
Duggan Schlotfeldt & Welch PLLC  
900 Washington Street, Ste. 1020  
Vancouver, WA 98660  
Telephone: (360) 699-1201  
Fax: (360) 693-2911  
Email: selpel@dsw-law.com

2. Description of Contract: Real Estate Contract dated July 11, 2006, executed by Gerald T. Sauer, Member, & Mary P. Sauer, Member, for Three Rivers Recreational Area-Sauer LLC, stylized therein as Three Rivers Rec LLC/Sauer, as Seller, and Mark Kraner and Tammie Kraner, husband and wife, as Purchaser, which Contract was recorded under Auditor's File No. 2006162261 on July 11, 2006, records of Skamania County, Washington.

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 1 of the Angry Lady Short Plat recorded in Auditor File No. 2004153799, Skamania County records.

as more specifically described in Exhibit A attached hereto and incorporated herein by reference, which 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 the entire balance of principal and accrued interest that was due in full on July 7, 2011.

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, 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 **4:00 p.m. on January 31, 2012**, 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.

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

<i>Description</i>	<i>Amount</i>
Principal Balance Due in Full July 6, 2011	\$51,500.00
Accrued Interest at 8% Per Annum from March 11, 2010, through October 31, 2011	\$6,761.32
Annual Association Dues for the Years commencing July 2007, 2008, 2009, 2010, and 2011 at \$300/year	\$1,500.00
Real Estate Taxes, together with penalties and interest as of 10/7/2011, plus 1% per month for each month thereafter:	\$755.49
	2011
	\$633.00
Total:	\$61,149.81

Plus all interest accruing after October 31, 2011 until cured, together with failure to pay any additional Association assessments or real property taxes and/or assessments and any interest and penalties accruing thereon, 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 (estimate)	\$443.62
b. Service of Notice of Intent to Forfeit (estimate)	\$75.00
c. Copying/Postage (estimate)	\$15.00
d. Recording Fees (estimate)	\$135.00
e. Attorneys' Fees (estimate)	\$1,500.00
Total	\$2,168.62

The total amount necessary to cure the default is the sum of the amounts in Sections 7 and 8 above, which is **\$63,318.43**, 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 **January 31, 2012**, 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.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Dated: October 21<sup>st</sup>, 2011.



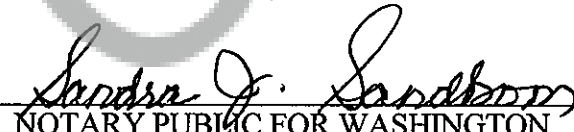
Shawn A. Elpel, WSB #21898  
Of Attorneys for Seller

STATE OF WASHINGTON )

County of Clark )

On this 21<sup>st</sup> day of October, 2011, before me, a Notary public in and for the State of Washington, personally appeared SHAWN A. ELPEL, 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: 9-1-2012

SANDRA J. SANDBOM  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
SEPTEMBER 1, 2012

Exhibit A

PARCEL I

Lot 1 of the Angry Lady Short Plat, recorded in Auditor's File No. 2004153799, records of Skamania County, Washington.

PARCEL II

A portion of the Northwest quarter of the Northwest quarter of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows (bearings are NAD 83, Washington Coordinate System, South Zone);

BEGINNING at a concrete monument with BLM brass cap at the Northwest corner of Section 24; thence South  $01^{\circ}18'16''$  West, along the West line of the Northwest quarter of Section 24, for a distance of 662.36 feet to the Southeast corner of Lot 1 of the Brenda Creagan Short Plat, recorded in Auditor's File No. 2004153797 and the True Point of Beginning; thence South  $89^{\circ}12'52''$  East, on the extension of the South line of said Lot 1, for a distance of 50.09 feet to the centerline of the United States Forest Service 25 Road as described in Skamania County Auditor's File No. 2004155037; thence South  $01^{\circ}12'00''$  West, along said road centerline, 122.77 feet; thence leaving said road centerline, South  $82^{\circ}37'09''$  West, 50.89 feet to the Southeast corner of Lot 1 of the Angry Lady Short Plat, recorded in Auditor's File No. 2004153799; thence North  $01^{\circ}18'16''$  East, 130.00 feet to the True Point of Beginning.