

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: Carolyn Malfait Chaney
Buyer: Joseph L. Heggins
Legal description (abbreviated): LOT 1 HIDEEO SP BK 3/PG380
Assessor's Tax Parcel ID#: 02053300020000
Prior Reference Nos.: 144435; 2013002157

TO: JOSEPH L. HEGGINS
40408 SE Washougal River Road
Washougal, WA 98671

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:

SELLER

Carolyn Malfait Chaney
21518 NE 68th Street
Vancouver, WA 98682

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 April 22, 2002, and was executed by Malfait Enterprises LLC, a Washington Limited Liability Company, as Seller, and Joseph L. Heggins, a single man, as Purchaser. Said contract was recorded on April 23, 2002, under Auditor's File No. 144435, Skamania County Deed Records. The Seller's interest in said Real Estate Contract was assigned to Carolyn Malfait Chaney by instrument recorded under Skamania County Auditor's File No. 2013002157.

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

County of Skamania, State of Washington

Lot 1, HIDEEO SHORT PLAT, recorded December 29, 2000, in Book 3 of Short Plats 380, records of Skamania County, Washington.

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

- a. Failure to pay monthly payment of \$807.14 or more for the month of November 2013.
 - b. Failure to pay 2010 real property taxes of \$1,905.92, 2011 real property taxes of \$1,730.22; 2012 real property taxes of \$1,516.82; and 2013 real property taxes of \$1,513.49, plus interest and penalties.
5. If all items of default are not cured by March 7, 2014, the aforescribed Real Estate Contract

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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 monthly payment of \$807.14 or more for the month of November 2013.
- b. Failure to pay 2010 real property taxes of \$1,905.92, 2011 real property taxes of \$1,730.22; 2012 real property taxes of \$1,516.82; and 2013 real property taxes of \$1,513.49, plus interest and penalties. Delinquent real property taxes need to be paid and proof of payment provided to Seller.

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)	\$ 74.00
b.	Copying and Postage (Estimated)	\$ 10.00
c.	Attorney's Fees	\$ 1,500.00
d.	Contract Forfeiture Guarantee	\$ 547.42

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$2,938.56, 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, plus payment of the delinquent real property taxes, interest and penalties.

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.

Notary Public in and for the State of
Washington, Residing at Camas.
My appointment expires: 9-30-2015