

AFTER RECORDING MAIL TO:

Katy J. Archer P.C.
Attorney at Law
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

1. Notice of Intent to Forfeit

Grantor(s): [Last name first, then first name and initials]

1. Gabe Spencer and Maria Spencer

☐ Additional names on page _____ of document

Grantee(s): [Last name first, then first name and initials]

1. Dennis D. Foster

☐ Additional names on page _____ of document

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4/1/4]

Lots 10 & 11, Block A, of Town of Carson, according to the plat thereof, recorded in Book "A" of
Plats, page 23, records of Skamania County, Washington

☐ Complete legal description is on page _____ of document

Reference Number(s) of Documents ~~Assigned to Public~~ [Bk/Pg/Aud#]

AF# 2006163757 (Real Estate Contract)

☐ Additional numbers on page _____ of document

Assessor's Property Tax Parcel/Account Number(s):

03 08 29 1 1 1101-00

☐ Property Tax Parcel ID is not yet assigned

After Recording Return to:

KATY J. ARCHER P.C.
Attorney at Law
A Washington Professional Corporation
P.O. Box 510
110 SE Cascade Avenue
Stevenson, WA 98648

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: DENNIS D. FOSTER

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, the seller's agent or attorney giving the notice:

Seller's Name:

Gabriel P. Spencer
Maria Spencer

Address

P.O. Box 1144
Stevenson, WA 98648

Telephone Number

1-509-427-5778

Attorneys' Name:

Katy J. Archer P.C.
Attn. Katy J. Archer

Address

P.O. Box 510
40 Cascade Avenue, Suite 110
Stevenson, WA 98648

Telephone Number

1-509-427-5665

2. Description of the Contract: Real Estate Contract dated November 16, 2006 executed by Gabe Spencer and Maria Spencer, husband and wife, as Sellers, and Dennis D. Foster, an unmarried man, as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 2006163757 on November 20, 2006, records of Skamania County, Washington.

3. Legal description of property: Lots 10 and 11, Block A, Town of Carson, according to the plat thereof, recorded in Book "A" of plats, page 23, records of Skamania County, Washington

Assessor's Property Tax Parcel/Account Number(s): 03-08-29-1-1-1101-00.

4. Description of each default under the Contract on which the notice is based:

a. Failure to pay the following past due items, the amounts and an itemization for which are given in Paragraph 7 (a) below:

Monthly installments in the amount of \$ 1665.99 beginning on September 2013 plus late fees in the amounts set forth below said delinquent monthly installments totaling: \$9,995.94

Late fees totaling: \$497.10

5. Failure to cure all of the defaults listed in Paragraph 4 and as further provided in Paragraph 7 and Paragraph 8 on or before May 26, 2014 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 all persons claiming through the purchaser or whose interests are otherwise subordinate to the Seller's interest in the property and who are 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 the 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, unharvested crops, and timber to the seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money the action required to cure the default:

a. Monetary Delinquencies:

<u>Itemized</u>	<u>Amount</u>
Monthly installment for September, 2013	\$ 1656.99
Monthly installment for October, 2013	\$ 1656.99
Monthly installment for November, 2013	\$ 1656.99
Monthly installment for December, 2013	\$ 1656.99
Monthly installment for January, 2014	\$ 1656.99
Monthly installment for February, 2014	\$ 1656.99
TOTAL PAST DUE INSTALLMENTS:	\$ 9,941.94

Late charges in the amount of 5% of the amount owed after the 15^h of each month:

<u>Itemized</u>	
Late fees for September, 2013	\$82.85
Late fees for October, 2013	\$82.85
Late fees for November, 2013	\$82.85
Late Fees for December, 2013	\$82.85
Late Fees for January, 2014	\$82.85
Late Fees for February, 2014	\$82.85
TOTAL LATE FEES	\$ 497.10
Real Property Taxes + Interest 2010	\$ 2486.14
Real Property Taxes + Interest 2011	\$ 2783.30
Real Property Taxes + Interest 2012	\$ 2601.37
Real Property Taxes + Interest 2013	\$ 2774.06
TOTAL REAL PROPERTY TAXES + INTEREST	\$ 10,644.87

TOTAL MONETARY DELINQUENCIES: \$ 21,083.91

b. Action required to cure any non-monetary default: N/A

8. The following is a statement of other payments, charges, fees and costs to cure (or, when indicated, an estimate thereof) the default:

<u>Item</u>	<u>Amount</u>
a. Cost of Title Report	\$ <u>336.04</u>
b. Service/Posting of Notice of Intent to Forfeit (estimated)	\$ <u>50.00</u>
c. Copying/postage	\$ <u>10.00</u>
d. Attorney's fees (estimated)	\$ <u>4,426.00</u>
e. Long distance phone charges	\$ <u>N/A</u>
f. Late charges	\$ <u>itemized above</u>
g. Recording fees	\$ <u>154.00</u>
h. [other]	\$ <u>N/A</u>
TOTAL:	\$ <u>4,976.04</u>

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7, which is a total of \$21,083.91 , plus the amount of any the payments and the charges listed in Paragraph 8 which total \$4,976.04 for a total of **\$26,059.95** plus the amount of any other payments and late charges 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 the default may be tendered to Katy J. Archer P.C. at the following address: P.O. Box 510, Stevenson, WA 98648/40 Cascade Avenue, Suite 110, Stevenson, WA 98648.

9. The person to whom this Notice of Intent to Forfeit is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default, or both, by commencing a court action before the Declaration of Forfeiture is recorded.

NO EXTENSION IS AVAILABLE FOR DEFAULTS, WHICH ARE A FAILURE TO PAY MONEY.

10. The person to whom this Notice of Intent to Forfeit 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 seller's interest in the property. The excess, if any, of the highest bid at the sale over the entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the Contract. Upon any request for a public sale, 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 a 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 of Forfeiture which completes the forfeiture is given, except as provided in the Contract or other agreement, as follows: Notice is required to be sent to Purchaser certified mail, return receipt requested.

12. **EARLIER NOTICE SUPERSEDED:** This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 28th day of February, 2014.

KATY J. ARCHER P.C.



Katy J. Archer, WSB # 24173
Of Attorneys for Seller
Gabe Spencer and Maria Spencer