AFN #2014000777 Recorded 05/15/2014 at 12:56 PM DocType: DEED Filed by: SHAWN R. MACPHERSON Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

Return Address:

Shawn R. MacPherson 430 N.E. Everett Street Camas, WA 98607

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

Seller:

LED, LLC, a Washington corporation

Buyers:

Kenneth S. Hagler, an unmarried man

Legal description (abbrev.) Lot 3 of RIVER HEIGHTS ESTATES

Tax Assessors ID No.: 02053130020300

Prior Document No: 2011178682

TO: Kenneth S. Hagler
PO Box 772
Washougal, WA 98671

Kenneth W. Hagler 17893 E Caspian Place Aurora, CO 80013

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**

LED, LLC c/o Robert R. Espeland 401 Sommerset Road Woodland, WA 98674 (360) 225-4911

## **SELLER'S ATTORNEY**

Shawn R. MacPherson Attorney at Law 430 NE Everett Street Camas, WA 98607 (360) 834-4611

- 2. <u>Description of the Contract</u>: The Real Estate Contract referred to herein is dated July 11, 2011, and was executed by Robert R. Espeland on behalf of LED LLC, as Seller, and Kenneth S. Hagler, an unmarried man, as Purchaser. Said contract was recorded on July 20, 2011, under Auditor's File No. 2011178682, 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

Lot 3 of RIVER HEIGHTS ESTATES, according to the Plat thereof, recorded under Auditor's File No. 2007168462, records of Skamania County, Washington.

AFN #2014000777 Page: 2 of 3

- 4. The default under the contract upon which this notice is based are as follows:
  - a. Failure to pay two (2) monthly payments of \$697.90, each, for the months of April, 2014, through May, 2014.
  - b. Failure to pay two (2) late charges of \$34.89, each, for payments not made within ten (10) days of the payment's due date.
  - c. Failure to pay 2013 real property taxes in the amount of \$1,318.42, and first half 2014 real property taxes in the amount of \$1,128.41, plus interest and penalties.
  - d. Failure to maintain property insurance on all buildings erected on the property.
- 5. If all items of default are not cured by September 1, 2014, the aforedescribed 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:
  - Failure to pay two (2) monthly payments of \$697.90, each, for the months of April, 2014, through May, 2014.
  - b. Failure to pay two (2) late charges of \$34.89, each, for payments not made within ten (10) days of the payment's due date.
  - c. Failure to pay 2013 real property taxes in the amount of \$1,318.42, and first half 2014 real property taxes in the amount of \$1,128.41, plus interest and penalties.
  - d. Provide a copy of current insurance coverage for all buildings erected on the property.
- 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)	\$ 15.00
c.	Attorney's Fees	\$ 1,500.00
d.	Contract Forfeiture Guarantee	\$ 550.00

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$6,051.41, plus the amount of any payments and taxes which fall due after the date of this

Notice of Intent to Forfeit

Page 3

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 Shawn R. MacPherson, 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 \_\_\_\_\_ day of May, 2014.

Shawn R. MacPherson, Attorney for Seller

STATE OF WASHINGTON .

COUNTY OF CLARK Skaman(a)

On this day personally appeared before me Shawn R. MacPherson, 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  $15^{+\frac{1}{2}}$  day of May, 2014.

MORE SOLIC STATE OF LANGUAGE S

Notary Public in and for the State of

Washington, Residing at Camas StevenSor

My appointment expires: \$ -19 - 16