

Return Address:

JAMES L. KACENA, PLLC  
PO BOX 2024  
WHITE SALMON, WA 98672

Document Title(s) or transactions contained herein:

NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACTS

GRANTOR(S) (Last name, first name, middle initial)

BRENNER, CLEO C.

☐ Additional names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first name, middle initial)

SITZMAN, STEPHEN and SITZMAN, SANDRA J.

☐ Additional names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

1. Ptn. NW ¼ SW ¼ of S8, T3N, R8E
2. Lot 3 Coates Short Plat, SW¼ of S17, T3N, R8E

☒ Complete legal on pages 2 and 3 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

1. 03-08-08-3-0-0200-00
2. 03-08-17-3-0-1404-00

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

**NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACTS**

**JAMES L. KACENA, PLLC**

**Attorney at Law**

**P.O. Box 2024**

**181 W. Jewett Blvd.**

**White Salmon, Washington 98672**

**(509) 493-1776**

**(509) 493-1227 - fax**

September 3, 2014

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED  
AND REGULAR MAIL

TO:

Mr. Stephen Sitzman  
71 Brenner Road  
Carson, WA 98610

Ms. Sandra J. Sitzman  
71 Brenner Road  
Carson, WA 98610

Mr. Stephen Sitzman  
1651 Metzger Road  
Carson, WA 98610

Ms. Sandra J. Sitzman  
1651 Metzger Road  
Carson, WA 98610

Mr. Stephen Sitzman  
3432 Wind River Highway  
Carson, WA 98610

Ms. Sandra J. Sitzman  
3432 Wind River Highway  
Carson, WA 98610

**Notice of Intent to Forfeit Real Estate Contracts** (1) dated December 23, 1997, Cleo C. Brenner, Seller, as amended; (2) dated January 7, 1998, C.C. Brenner, Seller, as amended.

This firm is attorney for Mr. Cleo C. Brenner, also known as Mr. C.C. Brenner in regard to the above-referenced Real Estate Contract. This document constitutes a Notice of Intent to Forfeit Real Estate Contracts pursuant to RCW 61, Chapter 30.

The following information sets forth the statutorily required default information under this Real Estate Contract:

A. Contract (1)

Seller: Cleo C. Brenner  
1051 N. Mariott Avenue  
Sequim, WA 98382  
(360) 681-2678

Seller's Attorney: James L. Kacena, PLLC  
P.O. Box 2024  
White Salmon, WA 98672  
(509)493-1776

Contract (2)

Seller: C. C. Brenner  
1051 N. Mariott Avenue  
Sequim, WA 98382  
(360) 681-2678

Seller's Attorney: James L. Kacena, PLLC  
P.O. Box 2024  
White Salmon, WA 98672  
(509) 493-1776

B. Description of the Contracts: (1) Real Estate Contract dated December 23, 1997, between Cleo C. Brenner, Seller, and Stephen Sitzman, a married man as his separate estate, as amended, recorded in Book 171, Page 926, Skamania County Auditor's File Number 130082.; and (2) Real Estate Contract dated January 7, 1998, C.C. Brenner, Seller, and Stephen Sitzman, a married man as his separate estate, as amended as amended, recorded in Book 172, Page 281, Skamania County Auditor's File Number 130179.

C. Legal Description of Property:

(1) A tract of land in the Northwest Quarter of the Southwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:  
Beginning at the intersection of the North line of Government Lot 4 of said Section 8, with the easterly right of way line of the Wind River Highway as more particularly

described in deed recorded in Book 42, Page 352; thence North 40 degrees 02 1/2' West 200 feet along said easterly right of way line to the initial point of the tract hereby described; thence North 36 degrees 15' East 123 feet; thence North 53 degrees 17' East 128 feet, more or less, to intersection with the Southwesterly line of a tract of land conveyed to Ernest Nail and Georgia Nail, husband and wife, by deed recorded in Book 42, Page 311; thence along the Southwesterly line of the said Nail tract North 42 degrees 38' West to the intersection with the West line of the said Section 8; thence South along said West line to the intersection with the Easterly right of way line of said Wind River Highway; thence South 40 degrees 02 1/2' East along said Easterly right of way line to the initial point.  
Assessor's Property Tax Parcel Number 03-08-08-3-0-0200-00

(2) A Tract of land in the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:  
Lot 3 of the COATES SHORT PLAT, recorded in Book 3 of Short Plats, Page 7, Skamania County Records.  
TOGETHER WITH: VIN #F047656F 72'Freed 52/12  
MOBIL HOMES: VIN #1TT21219 58' Nashu 45/10  
Assessor's Property Tax Parcel/Account Number: 03-08-17-3-0-1404-00

D. Defaults:

Unpaid principal and  
Interest as of August 3, 2014:  
\$9,500.00  
  
Contract late payment charges  
(@5%): \$475.00  
  
**Subtotal: \$9,975.00**  
  
Unpaid Skamania County property  
taxes (taxes were paid by Seller) :  
\$5,870.20, plus 5% late fee  
(\$293.51).  
  
**Subtotal: \$6,163.71**  
  
**TOTAL: \$16,138.71**

E. The Contract will be forfeited if all amounts set forth in paragraphs G. and H., below, plus additional interest accrual, additional property tax payments, interest and penalties, are not paid by Buyers on or before December 15, 2014.

F. The effect of forfeiture of the Contract on the Buyer may include any or all of the following: (i) All right, title, and interest in the property of the Buyer and, to the extent elected by the Seller, of all persons claiming through the Buyer or whose interests are otherwise subordinate to the Seller's interest in the property shall be terminated; (ii) the Buyer's rights under the contract shall be canceled; (iii) 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; (iv) all of the Buyers' rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and (v) the Buyer 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 days after the declaration of forfeiture is recorded.

G. The following is an itemized statement of all defaults involving the payment of money to Seller, and all defaults not involving the payment of money to Seller:

Defaults involving payment of money:	Unpaid principal and Interest as of August 3, 2014: \$9,500.00
	Contract late fee (@5%): \$475.00
	<b>Subtotal: \$9,975.00</b>
	Unpaid Skamania County property taxes (taxes were paid by Seller) : \$5,870.20, plus 5% late fee (\$293.51).
	<b>Subtotal: \$6,163.71</b>
	<b>TOTAL MONETARY DEFAULTS: \$16,138.71</b>

Defaults not involving payment of money to Seller: **NONE**

H. The following is an itemized statement of all other payments, charges, fees, and costs, if any, or, to the extent not known at the time the notice of intent is given or recorded, a reasonable estimate thereof, that are or may be required to cure the defaults:

Title charges:	\$746.36
Legal fees:	\$3,000.00
Recording fees:	\$76.00
Personal Service/	
Posting:	\$60.00
Postage:	\$25.00

I. You 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.

J. You 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.

K. The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

You must cure this default no later than the date set forth in paragraph E., above by paying the amount of \$16,138.71 to Seller's collection agent. Failure to cure this default as provided in the Contract and by law shall entitle the Seller to exercise any or all of its legal remedies.

Signed



James L. Kacena, PLLC  
Seller's Attorney  
September 3, 2014

This is an attempt to collect a debt and any information obtained will be used for that purpose. Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt or obtain a copy of a judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor if different from the current creditor.