

AFTER RECORDING MAIL TO:

Katy J. Archer P.C.
Attorney at Law
P.O. Box 1594
Vancouver, Washington 98668

(509) 427-5665 EXT 2

Document Title(s) or transactions contained therein:

1. Notice of Intent to Forfeit

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

1. Todd A. Warner

☐ Additional names on page _____ of document

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

1. Claudina Campbell, A Married Woman dealing in her Separate Estate

☒ Additional names on page 1 of document

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


N. $\frac{1}{2}$ of W 1,585 ft. of the S. $\frac{1}{2}$ of the S. $\frac{1}{2}$ of the NW $\frac{1}{4}$ T3R8 E.W.M

☒ Complete legal description is on page 2 of document

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

☐ Additional numbers on page _____ of document

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

03-08-230-0-0900-00 

☐ 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 1594
Vancouver, Washington 98668

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: TODD WARNER

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:

Claudina Campbell
Ricky Beebe
Craig Beebe
Beatrice Jacobson
Bernita Trotter

Attorney's Name:

Katy J. Archer P.C.
Attn: Katy Jane Archer

Seller's Address

c/o Claudina Campbell

705 Sunrise Place SW
Issaquah, Washington 98027-4618

Attorney's Address

Mailing:

P.O. Box 1594
Vancouver, Washington 98668

Physical:

110 Columbia Street, Suite 107
Vancouver, Washington 98660

Seller's Telephone Number

1-425-463-9051

Attorney's telephone Number

1-509-427-5665 EXT. 2

2. Description of the Contract: Agreement for Amendment and Novation of Real Estate Contract dated February 2, 2012 executed by Claudina Campbell, A Married Woman, Dealing in her Separate Estate, Ricky Beebe, A Married Man Dealing in his Separate Estate, Craig Beebe, A Married Man dealing in his Separate Estate, Bernita Trotter, A Married Woman dealing in her Separate Estate, and Beatrice Jacobson, a Married Woman dealing in her Separate Estate as Sellers, and Todd Warner, an unmarried man, as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 2012180142 on February 29, 2012, records of Skamania County, Washington. Said Agreement and Amendment amending a Real Estate Contract recorded on March 5, 1999 at Book 187, Page 158 Records of Skamania County, AF#134473 in which Sellers' interest was assigned on January 12, 2009 AF#2009171834, Records of Skamania County and Purchasers' interest thereafter assigned February 29, 2012, Records of Skamania County, AF#2012180141.

3. Legal description of property: The North Half of the following described tract: The West 1,585 feet of the South half of the South half of the Northwest Quarter of Section 23, Township 3 North, Range 8 East, Willamette Meridian: Except The West 1,186 feet thereof, said tract containing 3.0 acres more or less. TOGETHER WITH all water rights that Sellers may have, together with 1966 Frontier 56/12 mobile home, title #7625903221.

Assessor's Property Tax Parcel/Account Number(s): 03-08-230-0-0900-00.

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 \$ 660.84 beginning on July, 21, 2014 plus late fees in the amounts set forth below said delinquent monthly installments totaling: \$13,216.80

Late fees totaling: \$630.00

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 June 6, 2016 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 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, 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 7/20/14-8/19/14	\$ 660.84
Monthly installment for 8/20/14-9/19/14	\$ 660.84
Monthly installment for 9/20/14-10/19/14	\$ 660.84
Monthly installment for 10/20/14-11/19/14	\$ 660.84
Monthly installment for 11/20/14-12/19/14	\$ 660.84
Monthly installment for 12/20/14-1/19/15	\$ 660.84
Monthly installment for 1/20/15-2/19/15	\$ 660.84
Monthly installment for 2/20/15-3/19/15	\$ 660.84
Monthly installment for 3/20/15-4/19/15	\$ 660.84
Monthly installment for 4/20/15-5/19/15	\$ 660.84
Monthly installment for 5/20/15-6/19/15	\$ 660.84
Monthly installment for 6/20/15-7/19/15	\$ 660.84
Monthly installment for 7/20/15-8/19/15	\$ 660.84
Monthly installment for 8/20/15-9/19/15	\$ 660.84
Monthly installment for 9/20/15-10/19/15	\$ 660.84
Monthly installment for 10/20/15-11/19/15	\$ 660.84
Monthly installment for 11/20/15-12/19/15	\$ 660.84
Monthly installment for 12/20/15-1/19/16	\$ 660.84
Monthly installment for 1/20/16-2/19/16	\$ 660.84
Monthly installment for 2/20/16-3/19/16	\$ 660.84

TOTAL PAST DUE INSTALLMENTS: \$ 13,216.80

Late charges in the amount of \$31.50 for payments on purchase price not made within ten (10) days after the date said payment is due (payment is due on the 20th of each month):

Itemized

Late fees for	7/20/14-8/19/14	\$ 31.50
Late fees for	8/20/14-9/19/14	\$ 31.50
Late fees for	9/20/14-10/19/14	\$ 31.50
Late fees for	10/20/14-11/19/14	\$ 31.50
Late fees for	11/20/14-12/19/14	\$ 31.50
Late fees for	12/20/14-1/19/15	\$ 31.50
Late fees for	1/20/15-2/19/15	\$ 31.50
Late fees for	2/20/15-3/19/15	\$ 31.50
Late fees for	3/20/15-4/19/15	\$ 31.50
Late fees for	4/20/15-5/19/15	\$ 31.50
Late fees for	5/20/15-6/19/15	\$ 31.50
Late fees for	6/20/15-7/19/15	\$ 31.50
Late fees for	7/20/15-8/19/15	\$ 31.50
Late fees for	8/20/15-9/19/15	\$ 31.50
Late fees for	9/20/15-10/19/15	\$ 31.50
Late fees for	10/20/15-11/19/15	\$ 31.50
Late fees for	11/20/15-12/19/15	\$ 31.50
Late fees for	12/20/15-1/19/16	\$ 31.50
Late fees for	1/20/16-2/20/16	\$ 31.50
Late fees for	2/20/16-3/19/16	\$ 31.50

TOTAL LATE FEES **\$ 630.00**

2013 Real Property Taxes Owed	\$969.22
2014 Real Property Taxes Owed	\$956.92
2015 Real Property Taxes Owed	\$965.16

TOTAL PAST DUE REAL PROPERTY TAXES **\$2891.30**

2013 Interest Owed Real Property Taxes	\$436.15
2014 Interest Owed Real Property Taxes	\$315.78
2015 Interest Owed Real Property Taxes	\$202.68

**TOTAL INTEREST DUE FOR
PAST DUE REAL PROPERTY TAXES** **\$954.61**

**TOTAL REAL PROPERTY TAXES
+ INTEREST** **\$3,845.91**

TOTAL MONETARY DELINQUENCIES:**\$ 17,692.71**

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>506.19</u>
b. Service/Posting of Notice of Intent to Forfeit (estimated)	\$ <u>120.00</u>
c. Copying/postage	\$ <u>10.00</u>
d. Attorney's fees (estimated)	\$ <u>1500.00</u>
e. Long distance phone charges	\$ <u>N/A</u>
f. Late charges	\$ <u>itemized above</u>
g. Recording fees (estimated)	\$ <u>158.00</u>
h. [other]	\$ <u>N/A</u>

TOTAL:**\$ 2,294.19**

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7, which is a total of **\$17,661.21**, plus the amount of any the payments and the charges listed in Paragraph 8 which total **\$2294.19** for a total of **\$19,986.90** **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 mailing address: P.O. Box 1594, Vancouver, Washington 98668 or the physical location: Columbia Shores Offices, 110 Columbia Street, Suite 107, Vancouver, Washington 98660. Telephone (509) 427-5665 EXT.2 Facsimile (509) 427-7618.

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 if the default does not involve a failure to pay money, 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 as pursuant to 61.30 RCW as it is presently enacted and may hereafter be amended.

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.

FAIR DEBT COLLECTION PRACTICES ACT NOTICE: Katy J. Archer is attempting to collect a debt and any information obtained will be used for that purpose.

DATED this 2nd day of March, 2016.

KATY J. ARCHER P.C.

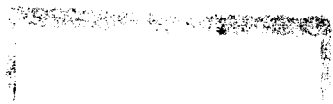



By: Katy Jane Archer, WSB # 24173
Attorney for Seller
Claudina Campbell
Ricky Beebe
Craig Beebe
Bernita Trotter
Beatrice Jacobson

STATE OF WASHINGTON)
) SS.
County of Clark)

On this 1st day of March, 2016 before me Katy Jane Archer, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of March, 2016.




NOTARY PUBLIC
In and for the State of Washington
Residing at Porter, WA