AFN #2017000920 Recorded May 08, 2017 02:56 PM DocType: DEED Filed by: Simplifile Page: 1 of 4 File Fee: \$76.00 Auditor Robert J. Waymire Skamania

County, WA

AFTER RECORDING, RETURN TO:

Mark F. Stoker Heurlin, Potter, Jahn, Leatham, Holtmann, & Stoker, P.S. 211 E. McLoughlin Blvd., Suite 100 Vancouver, WA 98663

Grantor: Raymond Piller Grantee: Ronald K. Meadows

Abbrv. Legal: Lot 2 Jack Bell SP #2 BK 2/PG 166

Tax Parcels: 02053000151800 Reference No.: 2016000742

NOTICE OF INTENT TO FORFEIT PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30

TO: RONALD K. MEADOWS

- YOU ARE HEREBY NOTIFIED that a breach has occurred in one or more of your obligations under the contract hereinafter described. As a result of such breach, the Seller is entitled to forfeit the contract.
- (2) The name, address, and telephone number of the seller and, if any, the seller's agent or attorney giving this notice are as follows:

(seller)

Raymond Piller 591 Canyon Creek Rd. Washougal, WA 98671

(attorney)

Mark F. Stoker Heurlin Potter Jahn Leatham Holtmann and Stoker P.S. PO Box 611 Vancouver, WA 98666 (360) 750-7547

(3) A description of the contract, including the names of the original parties to the contract, the date of the contract, and the recording number of the contract or memorandum thereof follows:

Real Estate Contract dated April 18, 2016, executed by Raymond Piller, as sellers, and Ronald K. Meadows, as purchaser, which was recorded under Auditor's File No. 2016000742, on April 20, 2016, records of Skamania County, Washington.

(4) Legal description of the property follows:

LOT 2 of the JACK BELL SHORT PLAT NO. 2, Recorded in Book "2" of Short Plats, Page 166, Skamania County, WA

- (5) A description of each default under the contract on which the notice is based follows:
 - (a) Failure to pay the following past due items, the amounts and an itemization for which are given in (8) and (9) below.
 - (b) Failure to provide proof of insurance.

PLUS the amount of any monthly payments and late charges which may fall due after the date of this Notice of Intent to Forfeit Real Estate Contract.

(6) The contract will be forfeited by the following date, which is not less than ninety days after this Notice of intent to forfeit is recorded, or any longer period specified in the contract or other agreement with the Seller:

AUGUST 16, 2017

- (7) The forfeiture of the Contract will result in the following:
- (a). All right, title and interest in the property of the purchaser and, to the extent elected by seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property 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.
- (e). The purchaser 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 (10) days after the declaration of forfeiture is recorded.
- (8) An itemized statement or, to the extent not known at the time this notice of intent to forfeit was recorded, a reasonable estimate 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, follows:

A. Monetary Delinquencies:

| ITEM | AMOUNT |
|-----------------------|--------------------------|
| April 1, 2017 payment | \$1,259.06 |
| May 1, 2017 payment | \$1,259.06 |
| Late charges | \$ 188.86 |
| Real Property Taxes | |
| 2016 | \$1,716.46 plus interest |
| 2017 | \$3,521.86 plus interest |

B. Action required to cure any non-monetary default:

- (a) Provide proof of insurance on real property located at 272 Taylor Road, Washougal, WA 98671.
- (9) The following is a statement of other payments, charges, fees and other costs to cure the default:

| 1. | Cost of title report | \$ 830.00 |
|----|------------------------------|-------------|
| 2. | Service/posting of Notice of | . 7 |
| | Intent to Forfeit (estimate) | \$ 100.00 |
| 3. | Copying/Postage | \$ 25.00 |
| 4. | Attorney's fees | \$1500.00 |
| 5. | Recording fee | \$ 75.00 |
| | | 44 |
| | TOTAL | \$10,475.30 |

The total amount necessary to cure the default is the sum of the amount of 8(A) and 9, which is \$10,475.30, plus interest and penalties. Monies required to cure the default and proof of insurance on the home and property located at 272 Taylor Road, Washougal WA 98671 must be tendered to MARK F. STOKER at the following address:

Mark F. Stoker Heurlin Potter Jahn Leatham Holtmann and Stoker 211 E. McLoughlin Blvd P.O. Box 611 Vancouver, WA 98666

(10) As purchaser, you, or any person claiming through you as purchaser, has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to the effective date of forfeiture, to-wit: AUGUST 16, 2017

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY. PARTIAL PAYMENTS WILL NOT CURE THE TOTAL DEFAULT.

- (11) The 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 seller's 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 the forfeiture is given.
- (13) Any additional information required by the contract or other agreement with the seller and any additional information the seller elects to include which is consistent with this section and with the contract or other agreements with the seller follows:
 (NONE)

| DATED this 8 day of May | , 2017. |
|-------------------------|---|
| | Muss |
| | Mark F. Stoker |
| | Heurlin, Potter, Jahn, Leatham, Holtmann, & |
| | Stoker P.S. |
| | Attorneys for Sellers and Assignees |
| | 211 E. McLoughlin Blvd. |
| | P.O. Box 611 |
| | Vancouver, WA 98666 |
| STATE OF WASHINGTON |) |
| County of Clark |) ss.) |

I certify that I know or have satisfactory evidence that Mark F. Stoker signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it, as the attorney for seller, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.