

Skamania County, WA

Total:\$107.50

MISC

Pgs=5

2020-003427

12/07/2020 01:57 PM

Request of: GARY CANTRELL JR. C/O TIMOTHY CALK



00006335202000034270050058

When recording return to:

Gary Cantrell Jr.

c/o Timothy Calderbank

805 Broadway Street, Suite 1000

P.O. Box 1086

Vancouver, WA 98660

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

TO: **WILLIAM A. SLATER, JR.**
2521 Belle Center Rd
Washougal, WA 98683

TO: **KIMBERLY LYNNE SLATER**
2521 Belle Center Rd
Washougal, WA 98683

TO: **WILLIAM A. SLATER, JR.**
4109 NE 54th St
Vancouver, WA 98661-2034

You are hereby notified that the Real Estate Contract, described below is in default and you are provided the following information with respect thereto:

(A) The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Sellers Name (Assignee):

Gary W. Cantrell, Jr. and
Jennifer A. Cantrell

Sellers Address (Assignee):

10715 N Fairview Rd.
Spokane WA 99217

Sellers Telephone No. (Assignee):

(503) 734-7923

Attorney's Name:

Timothy J. Calderbank
Landerholm, P.S.

Attorney's Address:

805 Broadway Street, Suite 1000
P.O. Box 1086

Attorney's Telephone No.:

Vancouver, WA 98660
(360) 696-3312

(B) Description of the Contract: Real Estate Contract dated October 11, 2019, executed by Gary W. Cantrell, Jr. and Jennifer A. Cantrell, Husband and Wife, as Seller, and William Slater and Kimberly Slater, as Purchasers, which Contract or a memorandum thereof was recorded under Auditor's Recording No. 2019-001995, on October 16, 2019, records of Skamania County, Washington.

(C) Legal description of the property located in Skamania County, State of Washington:

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of the said Section 7; thence East 160 feet; thence South 420 feet; thence West 160 feet; thence North 420 feet to the point of beginning.

EXCEPT That portion conveyed to Skamania County recorded on March 7, 1974 in Book 66, Page 357, Skamania County Records.

Tax Parcel No. 01050700020000

(D) Description of each default under the Contract on which the notice is based:

1. Failure to pay the following past due items, the amounts and an itemization for which are given in (G) and (H) below: **\$311,151.15**.

(E) Failure to cure all of the defaults listed in (G) and (H) on or before **January 30, 2021**, will result in the forfeiture of the Contract.

(F) The forfeiture of the Contract will result in the following:

1. 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.

2. The purchaser's rights under the Contract shall be cancelled.

3. 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.

4. 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.

5. 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.

(G) 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(s) required to cure the default:

- i. Failure to Pay 10/15/20 balloon payment: \$307,967.15
- ii. Failure to Pay late fees (included in balloon):
- iii. **TOTAL** **\$307,967.15**

(H) The following is a statement of other payments, charges, fees and costs (or, where indicated, an estimate thereof) to cure the defaults:

<u>Items</u>	<u>Amount</u>
1. Cost of title report (estimate)	\$ 527.00
2. Copying/postage (estimated)	50.00
3. Attorney's Fee (estimated)	2,500.00
4. Recording Fees (estimated)	107.00
TOTAL	\$ 3,184.00

The total amount necessary to cure the default is the sum of the amounts in (G) and (H), which is **\$311,151.15**, plus the amount of any 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 the following person at the following address:

TIMOTHY J. CALDERBANK
LANDERHOLM, P.S.
805 BROADWAY STREET, SUITE 1000
VANCOUVER, WA 98660

(I) The recipient of this notice 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.

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

(J) 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.

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

(L) Additional Information: Not Applicable.

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 3rd day of November, 2020.

LANDERHOLM, P.S.

TIMOTHY J. CALDERBANK, WSBA #45682
805 Broadway Street, Suite 1000
P.O. Box 1086
Vancouver, WA 98666-1086
(360) 696-3312
Attorneys for Gary and Jennifer Cantrell

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that TIMOTHY J. CALDERBANK is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath, stated that she was authorized to execute the instrument and acknowledged it as the attorney for Gary and Jennifer Cantrell to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 3rd, 2020

Maria M. Beck
Notary Public for the State of Washington
Residing in the County of Clark
My appointment expires: December 16, 2021

