



Return Address:  
Jerome F. Eline II  
Attorney at Law  
1010 Esther Street  
Vancouver, WA 98660

Skamania County  
Real Estate Excise Tax

N/A  
JUN 22 2023

PAID N/A  
Skamania County Treasurer  
*[Signature]*  
**NOTICE OF INTENT TO FORFEIT**

Reference numbers of related documents: No. 2021-003464.

Grantor(s): Robert Rolf Diek and Astrid A.J.M. Diek, husband and wife

Grantee(s): Salvador Mora, a single person

Legal Description: Lot 1 George Barns Sp, Bk 2/Page 223, Northwest Quarter of Section 35, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington.

Assessor's Property Tax Parcel Account Number: 03-08-35-2-2-1000-00 *[initials]*

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

TO: SALVADOR MORA  
11 Delina Lane  
Stevenson, WA 98648

**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 Sellers and, if any, the Sellers' agent or attorney giving the notice:

Robert R. Diek and Astrid A.J.M. Diek  
50561 State Hwy 14  
Stevenson, WA 98648

Jerome F. Eline II  
Attorney at Law  
1010 Esther Street  
Vancouver, WA 98660  
(360) 737-1978

2. Description of the Contract: Real Estate Contract dated October 6, 2021 executed by Robert Rolf Diek and Astrid A.J.M. Diek as Sellers and Salvador Mora as Purchaser, which contract was recorded under No. 2021-003464 on October 6, 2021, records of Skamania County, Washington.
3. Legal description of the property: See Exhibit "A" attached hereto.
4. Description of each Default under the Contract on which the notice is based (Failure to pay the following past due items, the amounts and an itemization for which are given in sections 7a, 7b, 7c and 8 below):
  - a. Non payment of principal and default interest at 10% per annum on the aforesaid contract.
  - b. Late charges of \$100.00 per month.
5. Failure to cure all of the defaults listed in 7a, 7b, 7c and 8 on or before September 30, 2023 which is not less than ninety (90) days after the Notice of Intent to Forfeit has been recorded or any longer period specified in the Contract or other agreement with Sellers 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 of all persons claiming through the Purchaser, or whose interests are otherwise subordinate to the Sellers' interest in the property shall be terminated;
  - b. The Purchaser's right under the Contract shall be canceled;
  - c. All sums previously paid under the Contract shall belong to and be retained by the Sellers or other person to whom paid and entitled thereto;
  - d. All improvements made to and unharvested crops on the property shall belong to the Sellers and
  - e. The Purchaser and all 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 Sellers 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(s) required to cure the default:

- a. Amount of principal and interest payments (as of 6/13/2023):

February 2023	\$5,712.39
March 2023	\$5,812.39
April 2023	\$5,812.39
May 2023	\$5,812.39
June 2023	\$5,812.39
<b>Total Principal and Interest</b>	<b>\$28,961.95</b>

- b. Late charges for the months of

February 2023	\$100.00
March 2023	\$100.00
April 2023	\$100.00
May 2023	\$100.00
June 2023	\$100.00
<b>Total Late Charges</b>	<b>\$500.00</b>

- c. All taxes and assessments must be made current and proof shown thereof.

8. The following is an estimated statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
a. Service of Notice of Intent to Forfeit	\$ 150.00
b. Copying/postage (estimated).....	\$ 25.00
c. Attorney's Fee.....	\$2,250.00
d. Recording Fees.....	\$ 207.50
<b>Total Other Costs and Fees</b>	<b>\$2,632.50</b>

The total monetary amount necessary to cure the default is the sum of the amounts in 7a, 7b, 7c and 8, and any payments and late charges which fall due after the date of this Notice of Intent to Forfeit and prior to the date that default is cured. Monies required to cure the default may be tendered to Jerome F. Eline II as the following address:

JEROME F. ELINE II  
Attorney at Law  
1010 Esther Street  
Vancouver, WA 98660

9. The Purchaser or any person claiming through the Purchaser has 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 service of the summons and complaint before the declaration of forfeiture is recorded.
10. The Purchaser or any person claiming through the Purchaser may have the right to request



EXHIBIT A

That portion of the Northwest Quarter of Section 35, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the most North and West corner of Lot 4 of ROBIN'S WOOD Short Plat, as recorded in Book 3 of Short Plats, Page 205, and being monumented by a yellow plastic cap on a 5/8" rebar;

Thence South 67° 11' 47" East, a distance of 198.83 feet;

Thence South 13° 12' 57" West, a distance of 80.29 feet to the Point of Beginning;

Thence South 80° 05' 43" East, a distance of 185.07 feet;

Thence South 01° 09' 10" East, a distance of 32.34 feet;

Thence South 64° 37' 29" East, a distance of 33.67 feet to a point on the East line of Lot 1 of the GEORGE BARNES Short Plat #1, as recorded in Book 2 of Short Plats, Page 223;

Thence along said East line South 01° 09' 10" East, a distance of 229.21 feet to a point on the North Right-of-Way of State Route 14;

Thence along said North Right-of-Way North 64° 29' 17" West, a distance of 45.24 feet;

Thence South 27° 45' 50" West, a distance of 60.05 feet;

Thence North 63° 41' 59" West, a distance of 145.99 feet;

Thence North 26° 17' 59" East, a distance of 20.00 feet;

Thence North 13° 53' 40" West, a distance of 187.88 feet;

Thence North 13° 12' 57" East, a distance of 78.50 feet to the Point of Beginning.