

107224

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NOTICE OF INTENT TO FORFEITPURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61. Et Seq.

TO: MICHAEL M. BARACKMAN; a single man, NANCY J. WERNER, an unmarried woman,
MP .08 Cathamar Park Lane
Washougal, WA 98671

INTERNATIONAL MERCANTILE CO., INC. c/o Roderick Simmons
Attorney at Law
1221 2nd Ave., Suite 410
Seattle, WA 98101

MONTGOMERY WARD AND CO.
c/o Michael D. Finney
Attorney at Law
PO Box 1586
Yakima, WA 98907

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:

Kent Evans & Pamela K. Evans,
Husband and wife

Seller's Name
MP 2.13 R. Washougal River Road

Washougal, WA 98671
Address

(206) 837-3669
Telephone Number

William L. Miles
Attorney at Law

Agent's or Attorney's Name
1220 Main, Suite 545

Vancouver, WA 98660
Address

(206) 696-4280
Telephone Number

- (b) Description of the Contract: Real Estate Contract dated June 24, 19 81, executed by Kent Evans & Pam Evans, husband and wife, as sellers, and Michael M. Barackman, a single man & Nancy J. Werner, an unmarried woman, as purchasers, which Contract or a memorandum thereof was recorded under No. 92698 on June 29, 19 81, records of Skamania County, Washington.

- (c) LEGAL DESCRIPTION OF THE PROPERTY:

See Attached

Registered

Indexed, air

Indirect

Filmed

M. I. d.

CARY M. OLSON

JUN 22 1 45 PM '89

FILED FOR RECORD
SKAMANIA CO. WASH
BY MICHAEL M. BARACKMAN

Glenda J. Kimmel, Skamania County Assessor
By: *DM* Parcel # 2-5-34-2-404

(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:

Monthly payments for July, 1988 through May, 1989 plus interest. Taxes for 1986 through 1989. Montgomery Ward and International Mercantile, Co. Judgements

2. Other defaults:

(e) Failure to cure all of the defaults listed in (g) and (h) on or before September 14, 1989, will result in the forfeiture of the Contract.

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

X 1. All right, title and interest in the property of the purchaser and of all persons claiming through the purchaser given this notice shall be terminated;

X 2. the purchaser's rights under the Contract will be cancelled;

X 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;

X 4. all improvements made to and unharvested crops on the property shall belong to the seller; and

XX 5. the purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the seller on September 24, 1989.

(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:

1. Monetary Delinquencies:

Item	Amount
Payments past due	\$ 5,520.00
Late charges	\$ 2,185.00
Montgomery Ward Judgement	\$ 1,077.44
International Mercantile Judgement	\$ 748.15
Taxes 1986 - 1989	\$ 2,724.64 + interest & penalties
	\$
TOTAL:	\$ 12,255.28 + interest & penalties

2. Action(s) required to cure any non-monetary default:

N/A

(h) The following is a statement of other payments, charges, fees and costs to cure the default:

ITEM	AMOUNT
1. Cost of title report	\$ 308.16
2. Service/posting of Notice of Intent of Forfeit (estimated)	\$ 37.50
3. Copying/postage	\$
4. Attorney's fees	\$ 425.00
5. Long Distance Phone charges	\$ 6.60
6. Late charges	\$
7. Recording fees	\$ 10.00
8.	\$
TOTAL:	\$ 751.56

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$13,006.80 + Int. & Pen, plus the amount of any payments and late charges which fall due after the date of this Notice of Intent of Forfeit and on or prior to the date the default is cured. Monies required to cure the default may be tendered to

Miles & Miles, P.S. at the following address:

1220 Main, Suite 545 Vancouver, WA 98660

(i) 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, or both, by commencing a court action prior to September 14, 1989.

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

(j) Additional Information: N/A

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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 16th day of JUNE, 19 89.

Pamela K. Evans
PAMELA K. EVANS

Kent Evans
KENT EVANS

4. The land referred to in this Guarantee is described as follows:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SAID SECTION 34; THENCE NORTH $00^{\circ} 40' 49''$ WEST ALONG THE EAST LINE OF SAID SUBDIVISION 454.74 FEET; THENCE SOUTH $77^{\circ} 12' 20''$ WEST 51.40 FEET TO A POINT ON THE SOUTH LINE OF A 60 FOOT WIDE DRIVEWAY; THENCE SOUTH $77^{\circ} 12' 20''$ WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 291.95 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE SOUTH $77^{\circ} 12' 20''$ WEST ALONG THE SOUTH LINE OF SAID DRIVEWAY 447 FEET; THENCE SOUTH $08^{\circ} 06' 30''$ EAST 172.32 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 1106, DESIGNATED AS THE WASHOUGAL RIVER ROAD; THENCE NORTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID WASHOUGAL RIVER ROAD TO A POINT SOUTH $08^{\circ} 06' 30''$ EAST FROM THE INITIAL POINT; THENCE NORTH $08^{\circ} 06' 30''$ WEST TO THE INITIAL POINT.