

Doc # 2007166400
Page 1 of 5
Date: 06/06/2007 01:20P
Filed by: SCOTT E RUSSON
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$36.00

After Recording, Please Return to:

SCOTT E. RUSSON
English, Lane, Marshall
& Vanderwood, PLLC
12204 S.E. Mill Plain Boulevard, Suite 200
Vancouver, WA 98684

Title of the Document:

Seller:

Buyer:

Legal Description:

Reference Number:

Assessor's Tax Parcel No:

NOTICE OF INTENT TO FORFEIT

DAVID L. BERRY, a married man, as his separate estate

DANA BELL, and unmarried woman

LOT 4 OF THE BERRY-BRUNDIGE SHORT PLAT, RECORDED IN SHORT PLAT 2005157544, SKAMANIA COUNTY, WASHINGTON.

2005158639 *6.5.*

02-05-29-0-0-0100-00 *✓*

NOTICE OF INTENT TO FORFEIT

Pursuant to the Revised Code of Washington
Chapter 61.30 RCW

TO: Dana Bell
C/O Nutraceutical
700 S 37th Street #3
Washougal, WA 98671

Dana Bell
42 Berry Lane
Washougal, WA 98671

Occupants
42 Berry Lane
Washougal, WA 98671

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

NOTICE OF INTENT TO FORFEIT - 1

A. The name, address and telephone number of the Seller and, if any, the Seller's agent or attorney giving the Notice:

Seller

David L. Berry
P.O. Box 1779
Longview, WA 98632
(360) 575-9292

Seller's Attorney

Scott E. Russon
12204 S.E. Mill Plain Blvd., Suite 200
Vancouver, WA 98684
(360) 449-6100

B. Description of the Contract:

REAL ESTATE CONTRACT dated August 30, 2005, executed by David L. Berry, a married man, as his separate estate, as Seller, and Dana Bell, and unmarried woman, as Buyer, which Contract was recorded under Auditor's File No. 2005158639, on September 8, 2005, records of Skamania County, Washington.

C. Legal description of the property:

A tract of land in the Northeast Quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in County of Skamania, State of Washington described as follows:

LOT 4 OF THE BERRY-BRUNDIDGE SHORT PLAT, RECORDED IN SHORT PLAT 2005157544, SKAMANIA COUNTY, WASHINGTON.

TOGETHER WITH THAT EASEMENT SHOWN AS BERRY LANE ON THE RECORDED SHORT PLAT.

Assessor's Tax Parcel No.: 02-05-29-0-0-0100-00

D. Description of each default under the Contract in which this Notice is based:

1. Failure to pay real estate property taxes for 2006 in the amount of **One Thousand Two Hundred Seventeen Dollars and Twenty-Five Cents (\$1,217.25) plus interest in the amount of Three Hundred Four Dollars and Thirty-One Cents (\$304.31) as of June 4, 2007.**

2. Failure to pay real estate property taxes for the first half of 2007 in the amount of **Seven Hundred Eleven Dollars and Ninety-Six Cents (\$711.96) plus interest in the amount of Seventy-One Dollars and Twenty Cents (\$71.20) as of June 4, 2007.**

NOTICE OF INTENT TO FORFEIT - 2

3. Failure to make payments on the Contract for the months of April and May 2007, and failure to make full payment on the Contract for the month of March 2007 in the total amount of **Three Thousand Two Hundred Seventy-Two Dollars and Thirty-Four Cents (\$3,272.34)** as of June 4, 2007.

4. Failure to provide adequate insurance for the home and buildings on the property, with the Seller named as an additional insured, for the amount that remains owed on the Contract.

5. Other defaults: Not Applicable.

E. Failure to cure all of the defaults listed in Paragraphs G and H on or before **September 10, 2007**, 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 Buyer and of all persons claiming through the Buyer or whose interests are otherwise subordinate to the Seller's interest in the property and who are given this Notice shall be terminated;

2. The Buyer'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 persons to whom paid and entitled thereto;

4. All of the Buyer's rights in the improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and

5. The Buyer and all persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, harvested crops and timber to the Buyer 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:

Monetary Delinquencies:

DELINQUENT ITEM

AMOUNT DUE

Real Property Taxes for 2006	\$1,217.25
Interest on Real Property Taxes for 2006 as of 6-4-07	\$ 304.31

NOTICE OF INTENT TO FORFEIT - 3

Real Property Taxes for 2007 (first half)	\$ 711.96
Interest on Real Property Taxes for 2007 as of 6-4-07 (first half)	\$ 71.20
Contract Payment due March 10, 2007	\$ 978.90
Contract Payment due April 10, 2007	\$1,146.72
Contract Payment due May 10, 2007	<u>\$1,146.72</u>
TOTAL:	\$5,577.06

Non-Monetary Delinquencies:

Obtain and provide proof of adequate insurance for the home and buildings on the property in compliance with Paragraph 13 of the Contract, with the Seller named as an additional insured, for the amount that remains owed on the Contract.

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

1. Cost of Title Report:	\$ 246.10
2. Attorney's Fees:	\$1,000.00
3. Recording Fees:	\$ 36.00
4. Copying/Postage:	\$ 25.00 (est.)
5. Telephone Charges:	<u>\$ 20.00 (est.)</u>
TOTAL:	\$1,327.10 (est.)

The total sum necessary to cure the default is the sum of the amounts in Paragraphs G and H, which is **Six Thousand Nine Hundred Four Dollars and Sixteen Cents (\$6,904.16)**, plus the amount of any payments, late charges, taxes, interest, and penalties which fall due after June 4, 2007, and on or prior to the date the default is cured. Monies required to cure the default may be tendered to **Scott E. Russon, Attorney at Law, 12204 S.E. Mill Plain Boulevard, Suite 200, Vancouver, Washington, 98684.**

NOTE: Any monies due and owing to government agencies, such as the Skamania County Treasurer, can be cured by providing proof of payment.

I. The Buyer or any person claiming through the Buyer 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 serving the summons and complaint before the declaration of forfeiture is recorded.

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


NOTICE OF INTENT TO FORFEIT - 4

J. The Buyer or any person claiming interest in the Buyer's rights under the Contract or in the property may have the right to request a court to order a public sale of the property, but such 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 and 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 Buyer 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.

K. The Seller is not required to give any person any other notice of default before the Declaration which completes the forfeiture is given.

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.

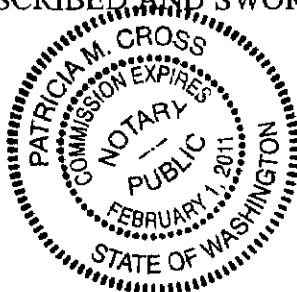
Dated this 5 day of June, 2007.

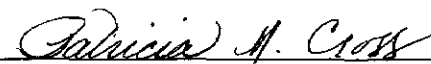

SCOTT E. RUSSON, WSBA #30078
12204 S.E. Mill Plain Boulevard, Suite 200
Vancouver, Washington 98684
(360) 449-6100

STATE OF WASHINGTON)
)
) ss.
County of Clark)

On this day before me personally appeared SCOTT E. RUSSON to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 5th day of June, 2007.




Notary Public for Washington
Residing at Vancouver, therein.
My Commission Expires: February 1, 2011

NOTICE OF INTENT TO FORFEIT - 5