

Re: AH/BAGLEY (#22926)
FIRST AMERICAN TITLE CO. M6181
ACCOMMODATION RECORDING URL:
Filed for Record at Request of:

ANDERSON HUNTER LAW FIRM
2707 COLBY AVENUE, SUITE 1001
P. O. BOX 5397
EVERETT, WA 98206-5397
ATTN: D. J. HARSTAD

9611050090

**NOTICE OF INTENT TO DECLARE FORFEITURE OF
AND CANCEL CONTRACT**

TO:

DAVID L. BAGLEY
1025 WASHINGTON STREET NO. 4
BURLINGTON WA 98233

JERI L. BAGLEY
1025 WASHINGTON STREET NO. 4
BURLINGTON WA 98233

OCCUPANT
843 CAPE HORN
SEDRO WOOLLEY WA 98284

1. STATEMENT OF DEFAULT AND INTENT TO DECLARE FORFEITURE:
You are in default under the terms of a Real Estate Contract dated August 31, 1990, between JANICE LEE GARLAND CLEMENTS, as her separate property, as Seller, and DAVID L. BAGLEY and JERI L. BAGLEY, husband and wife, as Purchaser, recorded under Skagit County Auditor's No. 9008310068, providing for the sale of real property in Skagit County, legally described as follows:

THAT PORTION OF THE SOUTH 330 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 6E EAST, W.M., LYING SOUTHERLY OF STATE HIGHWAY NO. 20 AND EAST OF A LINE DRAWN PARALLEL WITH AND 290 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Seller's interest in said Real Estate Contract was assigned to THOMAS R. COLLINS, TRUSTEE OF THE ANDERSON HUNTER LAW FIRM, P.S. PROFIT SHARING TRUST and WILLIAM HECHT, TRUSTEE OF THE RADIOLOGY ASSOCIATES RETIREMENT PLANS TRUST, by Seller's Assignment of Contract and Deed recorded March 16, 1994, under Auditor's File No. 9403160075.

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BK1600PG0604

KATHY HILL
SKAGIT COUNTY CLERK

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2. **FORFEITURE OF CONTRACT:** Unless all defaults are cured before February 7, 1996, the contract will be forfeited.

3. **DESCRIPTION OF DEFAULT:** The defaults under the terms of said Real Estate Contract is/are as follows:

a. DELINQUENT PAYMENTS FROM MAY 31, 1996, IN THE AMOUNT OF \$565.00, EACH.	\$	2,825.00
b. LATE CHARGES OF \$28.25, EACH, FOR PAYMENTS NOT MADE WITHIN TEN DAYS AFTER THE DUE DATE.	\$	141.25

As to the defaults, if any, which do not involve payment of money, you must cure each such default. Listed below are the defaults which do not involve payment of money. Opposite each such listed default is a brief description of the action necessary to cure the default and the description of the documentation necessary to show that the default has been cured.

None.

4. **OTHER CHARGES, COSTS AND FEES:** In addition to the amounts itemized above, you are obligated to pay the following estimated charges, costs and fees to cure the default before recording of a Declaration of Forfeiture:

a. Attorney's Fees	\$	300.00
b. Title Report Expenses	\$	250.00
c. Recording Fees	\$	12.00
d. Service/Posting of Notices	\$	0.00
e. Postage/Copying Expenses	\$	15.00
f. Publication	\$	0.00
g. Telephone Charges	\$	5.00
h. Inspection Fees	\$	0.00
i. Recording Notice of Reinstatement	\$	9.00

j. Other Charges \$ 0.00
TOTAL \$ 591.00

5. OPPORTUNITY TO CURE DEFAULT AND AVOID FORFEITURE: You may cure your default for failure to make payments and reinstate your Real Estate Contract before the recording of the Declaration of Forfeiture by paying, on or before February 7, 1996, the sum of:

\$ 3,557.25

plus the amount of any monthly payments or late charges which fall due after the date of this Notice of Intent.

Reinstatement monies should be in cash and/or cashier's or certified check and may be tendered (delivered) to:

ANDERSON HUNTER LAW FIRM
2707 Colby Avenue, Suite 1001
P. O. Box 5397
Everett, WA 98206

If your default includes a default other than failure to make payments when due, then in order to reinstate the Real Estate Contract before the Declaration of Forfeiture is recorded, you must also cure such other default(s) by said date.

6. CONSEQUENCES OF FAILURE TO CURE DEFAULT: If you fail to cure the default(s) as set forth above, the Seller will record a Declaration of Forfeiture of the Real Estate Contract. Upon such election being made, the following will result.

- a. All right, title and interest in the property of the Purchaser and all persons claiming through the Purchaser or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated;
- b. Purchaser's rights under said contract shall be canceled;
- 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 purchaser's rights in all improvements made to the property and in and to unharvested crops and timber thereon shall belong to the seller; and 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 seller ten (10) days after the Declaration of Forfeiture is recorded.

7. RECOURSE TO COURTS: Any person to whom this Notice is given 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.

8. PUBLIC SALE OF PROPERTY: A 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 contract purchaser; the court will require the person who requests the sale to deposit the anticipated sale costs with the Clerk of the court; that 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.

9. FURTHER NOTICE: The seller is not required to give any person any other notice of default before the Declaration which completes the forfeiture is given.

10. SELLER'S NAME AND ADDRESS AND TELEPHONE NUMBER, AND ATTORNEY'S NAME AND ADDRESS AND TELEPHONE NUMBER:

SELLER:

THOMAS R. COLLINS, TRUSTEE OF THE
ANDERSON HUNTER LAW FIRM, P.S. PROFIT
SHARING TRUST and WILLIAM HECHT, TRUSTEE
OF THE RADIOLOGY ASSOCIATES RETIREMENT
PLANS TRUST
PO BOX 5397
EVERETT, WA 98206
(206)252-5161

ATTORNEY:

ANDERSON HUNTER LAW FIRM
2707 Colby Avenue, Suite 1001
P. O. Box 5397
Everett, WA 98206
(206) 252-5161

DATED: October 31, 1996.

ANDERSON HUNTER LAW FIRM

By:



THOMAS R. COLLINS
Attorneys for Seller