

After Recording Return to:

AIKEN & FINE, P.S.
2025 First Avenue, Suite 700
Seattle, WA 98121



199907290116

Kathy Hill, Skagit County Auditor

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Document Title: Notice of Intent to Forfeit Real Estate Contract
Reference No.: 8703310004, 94011200777
Grantor: Martin: Jack D.
Grantee: Beck: Arthur O. and Barbara
Legal: Gov. Lot 11 & ptn of 12 & 13, 29-35-10 E W.M..
Tax Parcel #: 351029-0-009-0005, 351029-0-010-0002, 351029-0-012-0000

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

TITLE 61

JUL 29 1999

TO: Jack D. Martin
P.O. Box 28
Rockport, WA 58283

Mary Teresa Burr
P.O. Box 28
Rockford, WA 58283

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

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.

Seller

Arthur O. Beck
Barbara A. Beck
110 - 110th Avenue NE
Suite 440
Seattle, WA 98004

Seller's Attorney

Bruce Fine
700 Market Place Tower
2025 First Avenue
Seattle, WA 98121
(206) 728-4500

B. Description of the Contract: Real Estate Contract dated March 17, 1987, executed by Douglas E. Martin, a single man, as seller, and Jack D. Martin and Mary Teresa Burr, as purchaser, which Contract or a memorandum thereof was recorded under No. 8703310004,

records of Skagit County, Washington. Said contract was assigned to seller above named by instrument recorded under Skagit County Recording No. 9401120077.

C. Legal description of the property:

Government Lot 11 and the East 1/2 of Government Lots 12 and 13 in Section 29, Township 35 North, Range 10 East, W.M. TOGETHER WITH a permanent right of ingress and egress to said lots over property presently owned by Seller or adjacent property over which he has an easement right, and which right consists of the following non-exclusive easement for the use, maintenance, repair and reconstruction of a road together with necessary bridges, culverts, cuts, fills and other appurtenance and fully described as follows:

The West 60 feet of the Northeast 1/4 of the Northwest 1/4 of Section 33 lying North of the County (Martin Ranch) Road; in Section 28, the West 60 feet of the South 1/2 of the Southeast 1/4 of the Southwest 1/4, and the South 40 feet of the West 60 feet of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the South and West 40 feet of the North 1/2 of the Southwest 1/4 of the Southwest 1/4, and the South 40 feet of the West 40 feet of the Northwest 1/4 of the Southwest 1/4; in Section 29, the South 40 feet of the Northeast 1/4 of the Southeast 1/4 of the South 40 feet of Government Lot 4.

All situate in Skagit County, State of Washington.

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:
 - a. Contract payments due May 1998 - July 1999.
2. Other defaults: Failure to pay real estate taxes.

E. Failure to cure all of the defaults listed in G. and H. on or before October 29, 1999, will result in the forfeiture of the Contract.

F. The forfeiture of the Contract will result in the following to the extent provided in the Contract:

1. All right, title and interest in the property of the purchaser and of all persons claiming through the purchaser or whose interests are subordinate to the seller's interest, given this notice shall be terminated;
2. The purchaser's rights under the Contract shall be canceled;
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;

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4. All of the purchaser's rights in all improvements made to the property and unharvested crops and timber thereon shall belong to the seller; and
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 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:

1. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
15 monthly payments @ \$278.92	\$ 4,183.80
Real Estate Taxes through 1999	\$ 922.93 plus interest and penalties
TOTAL	\$ 5,106.73 plus interest and penalties on Real Estate Taxes

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

- (a) _____

- (b) _____

H. The following is a statement of other payments, charges, fees, and costs to cure the default:

	<u>Item</u>	<u>Amount</u>
1.	Cost of title report	\$ 270.00
2.	Service/posting of Notice of Intent to Forfeit (estimated)	\$ 50.00
3.	Copying/postage	\$ 15.00

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4.	Attorney's fee(estimated.)	\$ 750.00
5.	Long distance telephone charges	\$ _____
6.	Late charges	\$ _____
7.	Recording fees	\$ 18.00
8.	Other	\$ _____
	TOTAL	\$ 1,103.00

The total amount necessary to cure the default is the sum of the amounts in G.1 and H., which is \$5,106.73, plus interest and penalties on unpaid Real Estate Taxes, 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 Bruce Fine at the following address:

Aiken & Fine, P.S.
700 Market Place Tower
2025 First Avenue
Seattle, WA 98121

I. THE 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.

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 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; AND 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.

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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 JUL 27 1999.



BRUCE FINE
Attorney for Seller

STATE OF WASHINGTON
COUNTY OF KING

On this day personally appeared before me Bruce Fine, to me known to be the individual described in 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.

GIVEN under my hand and official seal this 27th day of July, 1999.



Kristina Church

NOTARY PUBLIC in and for the State of
Washington
Residing at: Bellevue, WA
Commission Expires: 6/23/02
Kristina Church

(Printed Name)

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