

AFTER RECORDING RETURN TO:

Name William R. Allen

Address 504 East Fairhaven, Suite 201

City, State, Zip Burlington, WA 98233



199910290384

Kathy Hill, Skagit County Auditor

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Abbrev. Leg. Lot 38, EAGLE VALLEY PUD, Vol. 15, pp. 181-183

Tax Parcel No. 4632-000-038-0007/ P106931

Ref. No. 9803160028

ISLAND TITLE CO.

SB-15391 ✓

**NOTICE OF INTENT TO FORFEIT**  
**Pursuant to Chapter 61.30**  
**of the Revised Code of Washington**

**TO:**

EARL LYONS  
5051 AERIE LANE  
SEDRO-WOOLLEY WA 98284

REAL ESTATE CONTRACT VENDEE

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 notice:

**SELLER:**

Landed Gentry Development, Inc.  
504 East Fairhaven  
Burlington, WA 98233

(360) 755-9021

**SELLER'S ATTORNEY:**

William R. Allen  
504 East Fairhaven, Suite 201  
Burlington, WA 98233

(360) 755-2264

(b) Description of the Contract: Real Estate Contract dated March 10, 1998, executed by Earl L. Lyons, an unmarried man, as seller, and Landed Gentry Development, Inc. a Washington corporation, as buyer, which Contract or memorandum thereof was

recorded on March 16, 1998, under No. 9803160028, records of Skagit County, Washington.

(c) Legal description of the property.

Lot 38, EAGLE VALLEY P.U.D. according to the plat thereof recorded in Volume 15 of Plats, pages 181 through 183, records of Skagit County, Washington.

Situate in Skagit County, Washington.

(d) Description of each default under the Contract on which 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:
2. Other Defaults: Failure to maintain adequate insurance on the property.

(e) Failure to cure the default on or before February 4, 2000, will result in forfeiture of the Contract.

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

1. the buyer's right, title and interest in the property will be terminated;
2. the right, title and interest in the property of others whose interests are subordinate to the buyer will be terminated;
3. the buyer's rights under the Contract will be canceled;
4. all sums previously paid under the Contract will be kept by and belong to the seller or other person entitled to them;
5. all improvements made to, and unharvested crops and timber located on, the property will belong to the seller; and,
6. the buyer and all other persons occupying the property will be required to surrender possession of the property, improvements to the property, and unharvested crops and timber located on the property to the seller on February 4, 2000, if their interests have been forfeited.



(g) The following is a statement of the 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
Monthly payments due September 1, 1999, and October 1, 1999	\$ 1,003.00 \$ 1,003.00
Forced Insurance policy premiums of \$100/mo. for September and October, 1999	\$ 200.00
TOTAL \$	2,206.00

2. Action(s) required to cure any nonmonetary default:

Provide proof of adequate insurance coverage for property.

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

Item	Amount
1. Title report (estimated)	\$ 700.00
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 100.00
3. Copying/postage (estimated)	\$ 25.00
4. Attorney's fees (estimated)	\$ 400.00
5. Late charges (\$50/mo for Sept/Oct)	\$ 100.00
6. Recording fees	\$ 15.00
TOTAL \$	1,340.00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$ 3,546.00, 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. **You must cure the default prior to February 4, 2000.** Monies required to



cure the default may be tendered to William R. Allen, attorney at law, at the following address:

504 East Fairhaven, Suite 201  
Burlington, WA 98233

If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph (g)(2) by February 4, 2000.

(i) You have a right to contest the forfeiture or seek an extension of time to cure the default, or both. If wish to exercise this right, you must file a summons and complaint on the seller or seller's agent or attorney before a declaration of forfeiture is recorded.

NO EXTENSION OF THE TIME FOR CURE CAN BE GRANTED FOR DEFAULTS THAT ARE A FAILURE TO PAY MONEY. However, you may not be in default if you have a claim against the seller that would release, discharge, or excuse the default.

(j) You have a right to request a court to determine whether a public sale of the property should be ordered. A public sale may be ordered if the court finds that the fair market value of the property substantially exceeds the sum of the debt owed under the contract and all liens on the property that have a priority over the seller's interest. The excess, if any, of the highest bid at the sale over the amount owed on your contract will be applied to the liens eliminated by the sale and the balance, if any, paid to you. If you wish to request that a court make this determination, you must do so by filing and serving a summons and complaint before a declaration of forfeiture is recorded. If you make such a request, the court will require you to deposit the anticipated sales costs with the clerk of the court.

(k) No other notice of default will be sent to any person. The next notice that you receive will complete the forfeiture.

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit previously given under this Contract and which deals with the same defaults.

DATED this 29th day of October, 1999

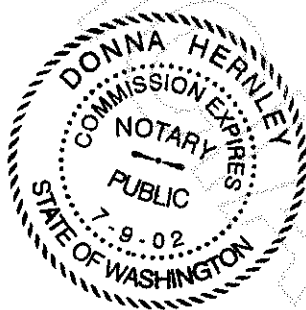
  
William R. Allen, Attorney for Seller



STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF SKAGIT    )

I certify that I know or have satisfactory evidence that William R. Allen is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated October 29, 1999



Donna Hernley  
Typed/printed notary name Donna Hernley  
Residing at Anacortes  
My appointment expires July 9, 2002

