

MetWest Mortgage Services, Inc.
601 W 1st Ave., Dept 113400
Spokane, WA 99201
Attn: **Michele O'Brien**



200005010162

Kathy Hill, Skagit County Auditor
5/1/2000 Page 1 of 4 3:29:37PM

A.P.N. - 3867-000-007-0207

ACCOUNT REFERENCE:

1246891/Johnson/lit/MCO

ISLAND TITLE CO.

SB-16055 ✓

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30, ET. SEQ.

To:

Blake Johnson and
Jane Doe Johnson
11116 Peacock Lane
Burlington WA 98233

Patrick Barton
Revenue Officer
Dept of Labor and Industries
525 E College Way, Suite H
Mount Vernon WA 98273-5500

Department of Labor and Industries
COLLECTIONS
Olympia WA 98504-4170

Kristjan Ochs
Attorney at Law
PO Box 337
Mount Vernon WA 98273

Molly Johnson and
John Doe Johnson
11116 Peacock Lane
Burlington WA 98233

Tenant(s)
11116 Peacock Lane
Burlington WA 98233

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

I

Real Estate Contract dated December 5, 1995, executed by Donald Bennett, a married man wwi Phyllis Jean Bennett, selling his separate property, as seller(s), and Blake Johnson and Molly Johnson, husband and wife, as purchaser(s), which Contract or a memorandum thereof was recorded on December 5, 1995, under Auditor's File No. 9512050084, records of Skagit County, Washington, which is legally described as follows:

See attached Exhibit "A"

The postal address of which it is more commonly known as:

**11116 Peacock Lane
Burlington, WA 98233**

Bank of New York, as Trustee, pursuant to the terms of that certain Pooling and Servicing Agreement dated as of November 1, 1998, related to Metropolitan Asset Funding, Inc., II, Mortgage Pass-Through Certificates, Series 1998-B, has acquired the seller's interest in the aforementioned Real Estate Contract through a Deed and Seller's Assignment of Real Estate Contract, dated July 21, 1998, and recorded on June 14, 1999, under Skagit County Auditor's File No. 9906140102.

II

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 actions required to cure the default:

a. Failure to pay the following past due amounts, which are now in arrears:

<u>Monthly Payment</u>	
3 monthly payment(s) at \$ 748.45 each: (February 15, 2000 through April 15, 2000)	\$ 2,993.80
<u>Late Charges:</u>	
3 late charges of \$ 37.42 each:	\$ 112.26
<u>Taxes:</u>	
Real Estate Taxes Paid for 1998-1999	\$ 3,979.67
<u>Insurance:</u>	
Insurance Premium:	\$ 0.00
None	
b. Other Monetary Defaults:	
None	\$ 0.00
TOTAL MONETARY DEFAULTS:	\$ <u>7,085.73</u>

c. Other Defaults:

1. Real Estate Taxes for 2000.

III

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

<u>Item</u>	
a. Cost of Title Report	\$ 550.00
b. Copying/Postage	\$ 29.00
c. Attorney's fee	\$ 0.00
d. Recording fees	\$ 11.00
e. Telephone charges	\$ 0.00
f. none	\$ 0.00
TOTAL CHARGES, COSTS AND FEES:	\$ <u>590.00</u>

The total amount necessary to cure the default is the sum of the amounts in II and III above, which is \$7,675.73, 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. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the undersigned before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Monies required to cure the default must be tendered to MetWest Mortgage Services, Inc., Attn: Michele O'Brien at the following address: 601 W 1st Ave., Dept 113400, Spokane, WA 99201, 800 644-7229, Ext. 2194.

IV

Failure to cure all of the defaults listed in II and III on or before **5:00 p.m. ON AUGUST 11, 2000**, will result in the forfeiture of the Contract.

The forfeiture of the Contract will result in the following:

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;
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;

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

5. The purchaser and all persons occupying the property whose interest are forfeited shall be required to surrender possession of the property, improvements, unharvested crops and timber to the seller on **Monday, August 28, 2000.**

V

Any person to whom the 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.

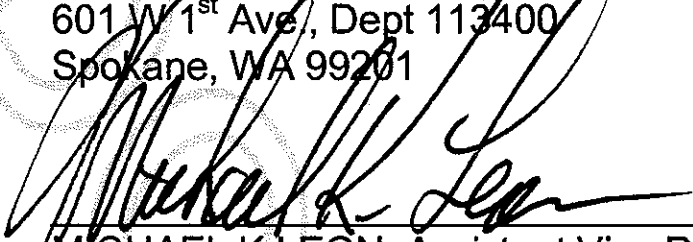
Any person to whom the notice is given may have the right to request a court to order a public sale of the property. However, such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens 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 liens eliminated by the sale and the 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. 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.

The seller is not required to give any person any other notice of default prior to the Declaration of Forfeiture.

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

DATED this 26 day of April, 2000.

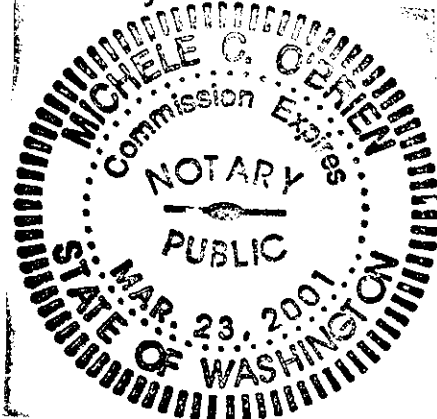
Seller:
METWEST MORTGAGE SERVICES, INC.,
Attorney-in-Fact for
BANK OF NEW YORK, as Trustee
601 W 1st Ave., Dept 113400
Spokane, WA 99201


MICHAEL K LEON, Assistant Vice President
For MetWest Mortgage Services, Inc.

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this day personally appeared **Michael K Leon**, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of April, 2000.



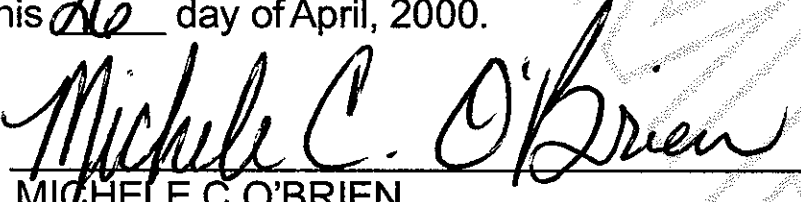

MICHELE C O'BRIEN
Notary Public in and for the State of Washington.
Residing in Spokane.
My commission expires: 3/23/01

EXHIBIT "A"

That portion of Tract 7, PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of said Tract 7;
thence North $00^{\circ}04'15''$ West along the East line of said Lot 7 a distance of 102.77 feet to the beginning of a curve to the left having a radius of 25 feet;
thence along the arc of the curve through a central angle of $90^{\circ}28'45''$ a distance of 39.48 feet;
thence South $89^{\circ}27'$ West a distance of 49.79 feet;
thence South $00^{\circ}04'15''$ East a distance of 127.93 feet to the South line of said Tract 7;
thence North $89^{\circ}29'20''$ East along the South line of said Tract 7 a distance of 75 feet to the point of beginning.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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Kathy Hill, Skagit County Auditor
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