

When recorded return to:

Craig Sjostrom
411 Main Street
Mount Vernon, Washington 98273

ORIGINAL


200008240078
Kathy Hill, Skagit County Auditor
8/24/2000 Page 1 of 6 2:55:07PM

Grantor: Laura Ella Summit

Grantees: James M. Cleland & Helen Whitney, h/w

Legal Description: S 25 T 34 R 3; NE 1/4 - NW 1/4

Complete Legal Description Attached

Assessor's Property Tax

Parcel or Account No.: 340325-0-034-0016 (R22707)

Reference Nos of Documents

Assigned or Released: 9209250099

Conveyance: Notice of Intent to Forfeit Real Estate Contract

AMENDED NOTICE OF INTENT TO FORFEIT RCW 61.30

TO: JAMES MAITLAND CLELAND & HELEN WHITNEY, h/w
16184 (1618) Penn Road
Mount Vernon, WA 98273

(Holder of the vendee's interest in and to the Real Estate Contract described herein, and in possession of the property subject thereto);

AND TO:

LARRY SAUDERS & MARY SAUDERS, h/w
4 Winder Ct.
Rockville, Maryland 20850

*AMENDED NOTICE OF
INTENT TO FORFEIT*

D:\S.L.O\Clients\Summit, Laura\notice of intent to forfeit (amended).wpd

Page 1 of 5

CRAIG D. SJOSTROM
Attorney at Law (WSBA #21149)
411 MAIN ST., Mount Vernon, Wash. 98273
(360) 848-0339 FAX (360) 336-3488
sjostrom@fidalgo.net

(Holder of a subordinate encumbrance against the subject property, recorded under No. 9510090027)

INTERNAL REVENUE SERVICE

915 Second Ave., M/S 246

Seattle, WA 98174

(Holder of a Federal tax lien, Serial No. 919871960, recorded under No. 9808270044)

STATE OF WASHINGTON

DEPT. OF LABOR & INDUSTRIES

Collections

Olympia, WA 98504-4170

(Holder of a State tax warrant, case no. 00-2-00923-5 (Skagit Co.), judgment no. 00-9-00897-8 (Skagit Co.))

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 the seller's agent or attorney giving this notice:

Seller's Name: Laura Ella Summit
1851 Magnolia Drive
Healdsburg, CA 95448
(707) 433-7737

Attorney's Name: Craig Sjostrom
411 Main St.
Mount Vernon, WA 98273
(360) 848-0339

- b. Description of the Contract: Real Estate Contract dated the 9th day of August, 1992, executed by Laura Ella Summit, as seller, and James Maitland Cleland and Helen Whitney, h/w, as purchaser, which Contract or a memorandum thereof was record under No. 9209250099 on September 25th, 1992, records of Skagit County, Washington.
- c. Legal description of the property:

SEE ATTACHED
- d. Description of each default under the contract on which this notice is based:

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8/24/2000 Page 2 of 6 2:55:07PM

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1. Failure to pay the following past due items, the amount and an itemization for which are given in (g) and (h) below:

Failure to make monthly payments from April 1st, 2000, along with late charges pursuant to the Contract, as well as failure to pay real estate taxes for the year 2000.

2. Other defaults:

Failure to maintain the property

- e. Failure to cure the defaults on or before the 15th day of April, 2000, 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 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 improvements made to and unharvested crops on the property shall belong to the seller; and
5. The purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the seller on December 8th, 2000.

- g. **The following is a statement of payment of money in default and for any defaults not involving the failure to pay money the actions required to cure the default:**

1. **Monetary Delinquencies:**

Past due payments (as of August 1 st , 2000)	\$5830.20
Accrued late charges (as of August 1 st , 2000)	\$1412.12
Past due real estate taxes (not including interest & penalties, if any)	\$1464.70

TOTAL \$8707.02

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D:\S.L.O\Clients\Summit, Laura\notice of intent to forfeit



200008240078
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8/24/2000 Page 3 of 6 2:55:07PM

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2. Actions required to cure any non-monetary default:

Restoration the property to the condition it was in as of the date the buyers took possession thereof, reasonable wear and tear excepted.

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

1.	Cost of title report	\$506.66
2.	Service/posting of Notice of Intent to Forfeit (estimated)	\$60.00
3.	Publication of Notice of Intent to Forfeit (estimated)	\$250.00
4.	Copying/postage	\$10.00
5.	Long distance phone charges	\$5.00
6.	Recording fees	\$12.00
TOTAL		\$843.66

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$9551.68, 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 December 8th, 2000. Monies required to cure the default may be tendered to the Seller's attorney, Craig Sjostrom, during normal business hours at the following address: 411 Main St., Mount Vernon, WA 98273.

If the 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 December 8th, 2000.

- i. The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to December 8th, 2000.

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

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.

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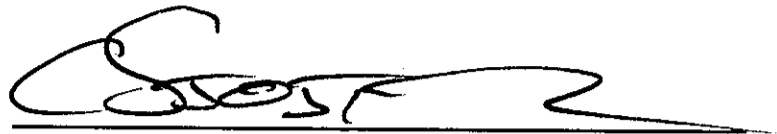
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8/24/2000 Page 4 of 6 2:55:07PM

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IN ST., Mount Vernon, Wash. 98273
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DATED this 23rd day of August, 2000, by



CRAIG SJOSTROM #21149

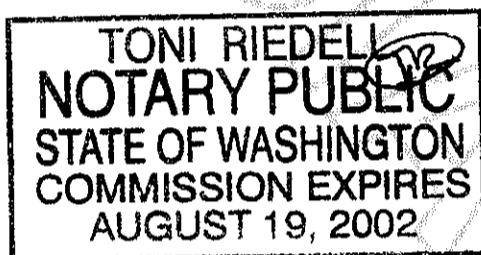
Attorney for Sellers

STATE OF WASHINGTON)

(SS.)

SKAGIT COUNTY)

On this 23rd day of August, in the year 2000, before me personally appeared Craig Sjostrom, known to me to be the person who is described in and who executed the within and foregoing instrument, and acknowledged that he executed the same for the purposes therein mentioned.



NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON,

Residing at Burlington

My commission expires: 8/19/02

Printed Name: Toni Riedell



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8/24/2000 Page 5 of 6 2:55:07PM

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D:\S.L.O\Clients\Summit, Laura\notice of intent to forfeit (amended).wpd

Page 5 of 5

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Schedule "C"

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

The West 1/2 of the following described tract:

That portion of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the West line of the County Road that is 190 feet South of the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence Southerly along said West line of said County road to a point that is 285 feet South of the said North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence West, 300 feet; thence Northeasterly to a point in a line that is parallel to and 190 feet South of the North line of the said South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M., and 300 feet West of the point of beginning; thence East to the point of beginning.

Parcel "B":

The East 1/2 of the following described tract:

That portion of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the West line of the County Road that is 190 feet South of the North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence Southerly along said West line of said County Road to a point that is 285 feet South of the said North line of the South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M.; thence West, 300 feet; thence Northeasterly to a point in a line that is parallel to and 190 feet South of the North line of the said South 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 34 North, Range 3 East, W.M., and 300 feet West of the point of beginning; thence East to the point of beginning.

