

, Skagit County Auditor 9/18/2000 Page 1 of 6 12:06:49PM

AFTER RECORDING MAIL TO:
Name MARTIN LIND
Addre'ss 127 East Fairhaven
City/State Burlington, WA 98233
Document Title(s): (or transactions contained therein)
1. Notice of Intent to Forfeit
2.3.4.
Reference Number(s) of Documents assigned or released:
Grantor(s): (Last name first, then first name and initials) 1. George F. Bellos 2. Bonnie J. Bellos 3. 4. 5. Additional names on page of document
Grantee(s): (Last name first, then first name and initials) 1. David C. Blankenship 2. Ida L. Blankenship 3. 4. 5. Additional names on page of document
Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

ptn Lots 1-4, Blk 5, Woolley.

4177-005-004-0004, P77468 4177-005-004-0103, P77469

Assessor's Property Tax Parcel / Account Number(s):

☐ Complete legal description is on page _____ of document

AFTER RECORDING RETURN TO:
Martin Lind
127 E. Fairhaven
Burlington, WA 98233

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30 et.seq.

TO:

DAVID C. BLANKENSHIP
IDA L. BLANKENSHIP
(aka IDA LOIS DANIELSON, aka LOIS BLANKENSHIP)
9179-B Rainbow Lane
Sedro-Woolley, WA 98284

SKAGIT COUNTY TREASURER
Skagit County Courthouse Rm. 101
Mount Vernon, WA 98273

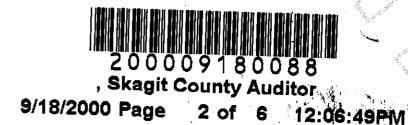
CITY OF SEDRO-WOOLLEY 720 Murdock Street Sedro-Woolley, WA 98284

STATE OF WASHINGTON
Department of Labor & Industries
Collections
PO Box 44171
Olympia, WA 98504-4170

STATE OF WASHINGTON
Department of Revenue
Compliance Procedures & Administration
Olympia, WA 98504-0090

INTERNAL REVENUE SERVICE 915 Second Avenue M/S 246 Seattle, WA 98174

PATRICK M. HAYDEN CHRISTINE ELIAN-HAYDEN PO Box 454 Sedro-Woolley, WA 98284



PETER H. ARKISON Trustee, U.S. Bankruptcy Court Cause No. 97-7555 103 E. Holly St., Ste. 502 Bellingham, WA 98225-4728

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 Attorney giving the notice:

Seller:

GEORGE F. BELLOS BONNIE J. BELLOS 12286 E. Lake Drive Sedro-Woolley, WA 98284

Attorney:

MARTIN LIND 127 E. Fairhaven Burlington, WA 98233 360-755-9631

- (b) Description of the Contract: Real Estate Contract dated the 29th day of June, 1981, executed by GEORGE F. BELLOS and BONNIE J. BELLOS, husband and wife, Sellers, and RICHARD G. BERENDS, JOSEPH E. BERENDS and JEAN R. MAIN, as Purchasers, which Contract or a Memorandum thereof was recorded under Auditor's File No. 8109230045 on the 23rd day of September, 1981, records of Skagit County, Washington. Purchasers, RICHARD G. BERENDS, JOSEPH E. BERENDS and JEAN R. MAIN assigned their interest in said Contract to ORLAND R. COHN and JUDY ANN COHN on the 1st day of May, 1986, and thereafter ORLAND R. COHN and JUDY ANN COHN assigned their interest on March 10, 1989, to IDA L. DANIELSON and GERALD C. DANIELSON.
 - (c) Legal Description:

Lots 1 through 4, Block 5, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County;

EXCEPT the North 60 feet 9 inches of said Lots 1 and 2;

ALSO EXCEPT that portion of the North 60 feet 9 inches of said Lot 3 lying West of the West line of the East 17 feet 6 inches of said Lot 3;

AND ALSO EXCEPT the East ½ of said Lot 4

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington.

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- (d) The following constitute each default under the Contract on which this 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:

Delinquent payments of \$1203.50 per month for 19.9 months:

\$16,700.00

- 2. Other Defaults: None
- (e) Failure to cure all of the defaults listed in (g) and (h) on or before <u>December 18, 2000</u>. **(90 days after the Notice is recorded)** 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 or whose interests are otherwise subordinate to the Seller's interest in the property 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 Purchaser's 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 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 (10) 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:

Item

(a) 13.9 months @ \$1203.50/month \$16,700.00 (dates of delinquencies)

- 2. Defaults other than monetary and the actions required to cure said defaults: None
- (h) Other payments, charges, fees and costs which are required to be paid if the defaults are to be cured before Declaration of Forfeiture is recorded:

	<u>Item</u> :	<u>Am</u>	ount
1. 2.	Costs of Title Report Service/Posting of Notice	\$	539.00
3. 4. 5. 6.	of Intent to Forfeit (Est.) Postage Attorney's Fee Copy/Fax charges Late Charges	ን ሱ ሱ ሱ ሱ	35.00 25.00 900.00 20.00
7.	Recording Fees	\$	25.00
	TOTAL	\$1	,544.00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$ 18,244.00, 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 December 18, 2000. Monies required to cure the default may be tendered to:

MARTIN LIND 127 E. Fairhaven 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 December 18, 2000.

(i) The 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 a summons and complaint before the declaration of forfeiture is recorded.

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- 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 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;
- (k) The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom, when, and how it is required to be given.

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

DATED this	day of S MARTIN LIND Attorney for Se	2000.
STATE OF WASHINGTON)	
County of Skagit) ss.	The second of th

On this day personally appeared before me, MARTIN LIND, who executed the within and foregoing instrument, and acknowledged that the said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of September, 2000.

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Printed Name: Mary E-Sloan

Notary Public in and for the State of
Washington, residing at Wtolernan

My commission expires: 11-6-02