



200206140083

Skagit County Auditor

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When Recorded Return to:

Elliott W Johnson Inc PS
711 S. First St
Mount Vernon, WA 98273

LAND TITLE COMPANY OF SKAGIT COUNTY

P-101550

Notice of Intent to Forfeit Contract

Pursuant to the Revised Code of Washington

Chapter 61.30

Real Estate Contract Forfeiture Act

Grantor(s): Delores R. Sanford

Grantee(s): Powers Lubahn and Howard Lubahn

Legal Description (abbreviated): Ptn. Lot 2, Block 4, Johanson's 1st Addition
 Additional legal description on page 2 of document

Assessor's Tax Parcel Number: 4126-004-002-0100 P74251

Reference (Auditor File Numbers of Documents assigned, released or amended): 200105090055

TO: Powers Lubahn and Howard Lubahn
 husband and wife
 35820 Old Sultan Startup Road
 Sultan, WA 98294

AND TO: Occupants and all persons unknown claiming an interest in the property herein.

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

1. Identification of Seller and Attorney: The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Seller

Delores R. Sanford
PO Box 103
LaConner, WA 98257
(360) 466-4705

Attorney

Elliott W. Johnson, Inc. P.S.
Attorney at Law
711 South First Street
Mount Vernon, WA 98273
360-336-6502

2. Description of the Contract ("Contract"): Real Estate Contract dated May 3, 2001, executed by **Delores R. Sanford**, a single woman, as seller, and **Powers Lubahn and Howard Lubahn**, husband and wife, as purchaser, which Contract or a memorandum thereof was recorded under No. 200105090055 on May 9, 2001, records of Skagit County, Washington.

3. Legal description of the property:

The North 37 feet of Lot 2, Block 4, "JOHANSON'S FIRST ADDITION TO THE TOWN OF LACONNER", as per plat recorded in Volume 3 of Plats, page 56, records of Skagit County, Washington.

4. Default: Description of each default under the Contract on which the notice is based:

a. Failure to make payments, an itemization for which are given in paragraph (g) and (h) below.

b. Other defaults: Failure to pay taxes when due and failure to provide insurance in accordance with the terms of the contract.

5. Forfeiture date: The Contract will be forfeited if all defaults are not cured by **September 26, 2002**. This date will not be less than ninety days after this Notice of Intent to Forfeit is recorded or any longer period specified in the contract or other agreement with the seller.

6. Effect of Forfeiture: The forfeiture of the Contract will result in the following:

a. All right, title and interest in the property of the purchaser and of all persons

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claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated;

b. the purchaser's rights under the Contract shall be cancelled;

c. 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;

d. 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

e. the purchaser and all other persons occupying the property whose interests are forfeited and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, improvements, unharvested crops and timber to the seller ten days after the declaration of forfeiture is recorded.

7. Statement of Monetary Defaults: The following is an itemized statement, or (to the extent not presently known) a reasonable estimate, of all payments of money in default and for defaults not involving the failure to pay money a statement of the action required to cure the default:

a. Monetary Delinquencies: Failure to pay the following past due amounts which are in arrears:

Delinquent payment on May 9, 2002 in the amount of \$135,000.00:	\$135,000.00
Late Charge in the amount of \$6,750.00:	6,750.00
Failure to repay Seller for DNR lease payment in the amount of \$2,470.04:	2,470.04
Failure to repay to Seller for DNR insurance bond payment in the amount of \$522.00:	522.00
Late charges on DNR lease payment and insurance bond in the amount of \$149.60:	149.60
Total monetary default:	\$144,891.64

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

Default	Description of Action Required to Cure and Documentation Necessary to Show Cure
Failure to pay taxes	You must pay the taxes current and provide proof of payment to the substitute trustee
Failure to provide insurance	You must provide a binder or other proof of insurance listing the beneficiary as an additional insured for the full insurable amount of the property

8. Statement of Reinstatement Charges: The following is a statement of other estimated payments, charges, fees and costs that will be required to cure the default:

Item	Amount
a. Cost of Title Report for forfeiture	\$689.92
b. Service of Notice	45.00
c. Posting of Notice	30.00
d. Copying	12.00
e. Postage	17.00
f. Attorney's Fee	2,000.00
g. Inspection Fee	50.00
h. Recording	22.00
Total charges, costs and fees:	\$2,865.92

The total amount necessary to cure the default is the sum of the amounts in Section 7(a) and 8, which is \$147,757.60, plus interest at 12% per annum plus the amount of any future DNR lease payments and insurance bond payments together with 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 Elliott W. Johnson, Inc. PS, at the following address: 711 South First Street, Mount Vernon, WA 98273.

9. Right to Contest Action: You may have the right to contest the forfeiture, or to seek an extension of the 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.

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**Certificate of Mailing
of Notice of Intent to Forfeit**

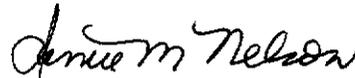
In RE

Delores Sanford

VS.

Powers Lubahn and Howard Lubahn, husband and wife

Janice M. Nelson, hereby certifies: that she is a secretary in the office of Elliott W. Johnson, Inc. P.S., and as such, she placed in envelopes copies of Notice of Intent to Forfeit and served the same upon: **Powers Lubahn and Howard Lubahn**, husband and wife, by placing said copies in envelopes, addressed as follows: 35820 Old Sultan Startup Road, Sultan, WA 98294 and placing the same in the United States Mail, postage prepaid, Post Office, Mount Vernon, Skagit County, Washington, by both first class regular and certified mails, on June 13, 2002.



Janice M. Nelson