

When recorded return to:

Michael A. Winslow
411 Main Street
Mount Vernon, Washington 98273



200208010120

Skagit County Auditor

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NOTICE OF INTENT TO FORFEIT

Pursuant to the Revised Code of Washington
Chapter 61.30

Grantor: Mary Thorene, a single woman

Grantee: Marilyn Gunther, a married woman as her separate property

Legal Description:

That portion of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 34 North, Range 4 East W.M., described as follows:

Beginning at the Southwest corner of said subdivision; thence North 49.5 feet, more or less, to the North line of that certain tract of land as conveyed to Arthur H. Olson, et ux, by deed recorded in Volume 202 of Deeds, page 239, under Auditor's file No. 381825, records of said County; thence East to the East line of the Southwest ¼ of the Northeast ¼ of the Northeast ¼; thence South to the South line of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼; thence West to point of beginning, EXCEPT County Road along the West line thereof.

Assessor's Property Tax

Parcel or Account No.: P28553; 340429-1-008-0003

Reference Nos of Documents

Assigned or Released: 8505170040

Conveyance:

TO: Marilyn Gunther
9416 S. 248th Street
Kent, WA 98031-4867

Howard Stern
1488 S. 18th Street
Mount Vernon, WA 98273

Occupant
1488 S. 18th Street
Mount Vernon, WA 98273

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

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

Seller:

Mary Thorene
410 Manito Drive
Mount Vernon, WA 98273
(360)428-3881

Attorney for Seller:

Michael A. Winslow
411 Main Street
Mount Vernon, WA 98273
(360)336-3321

2. **Description of the Contract:** A Real Estate Contract entered into by Mary Thorene, a single woman, as Seller, and Marilyn Gunther, a married woman as separate property, as Buyer, recorded under Skagit County Auditor's No. 8505170040.

3. **Legal Description of property.**

That portion of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 34 North, Range 4 East W.M., described as follows:

Beginning at the Southwest corner of said subdivision; thence North 49.5 feet, more or less, to the North line of that certain tract of land as conveyed to Arthur H. Olson, et ux, by deed recorded in Volume 202 of Deeds, page 239, under Auditor's file No. 381825, records of said County; thence East to the East line of the Southwest ¼ of the Northeast ¼ of the Northeast ¼; thence South to the South line of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼; thence West to point of beginning, EXCEPT County Road along the West line thereof.

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

a. **Monetary Defaults:** Failure to pay the following past-due items, the amounts and an itemization for which are given in Paragraph 6 and below:

Real Estate Contract payment in amount of \$220.00 for the months of August 2001 through August 2002.

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b. **Non-Monetary Defaults:**

- (1) Real Property Taxes for 2000, 2001, and first half 2002 in the amount of \$3,246.11
- (2) Failure to maintain fire insurance per contract.
- (2) City of Mount Vernon Sewer/Garbage filed under Auditor File Nos. 9412300068, 9701090063, 199908160016, 200009120057, 200108100110

5. Failure to cure all of the defaults listed in Paragraphs 6 and 7 below on or before November 1, 2002 will result in the forfeiture of the Contract.

The forfeiture of the Contract will result in the following:

- a. All right, title and interest in the property of the purchaser and, to the extent elected by the seller, of all persons 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 canceled;
- 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 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.

Surrender takes place on November 11, 2002

6. 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:

a. **Monetary Delinquencies:**

Item	Amount
Monthly payments of \$220.00 per month for August 2001 through August 2002	\$2,860.00

b. **Non-Monetary Delinquencies:**

Real Property Taxes for 2000, 2001, 2002
City of Mount Vernon Garbage/Sewer Liens

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

- (1) Reinstatement of insurance on buildings now or hereafter placed on the real estate to be insured to a value of \$9,000 against loss or damage by fire and windstorm. Purchaser must use an insurance company acceptable to seller and all insurance should be held for seller's benefit as his interest may appear. Purchaser must pay all premiums therefor and deliver a copy of the policy and all renewals to the seller. Seller has no evidence that you have complied with this provision of the Contract.
- (2) Pursuant to the terms of the Real Estate Contract, you are required to pay for assessments before they become delinquent. Pay liens and provide proof of payment.
- (3) Provide proof of payment of real property taxes.

The total amount necessary to cure the default is the sum of the amounts in 6a., which is \$2,860.00, plus the amount of any payments 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:

MICHAEL A. WINSLOW
411 Main Street
Mount Vernon, Washington 98273

7. You 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. The purchaser or any person claiming through the purchaser has the right to contest the forfeiture by commencing a court action prior to **December 31, 2002** or 60 days after the date of the Declaration of Forfeiture is recorded, whichever event occurs later.

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

8. You may have the right to request a court to order a public sale of the property; that 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; that 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; that the court will require the person who requests the sale to deposit the anticipated sale cost with the clerk of the court; and that 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.

9. The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

10. Additional Information: NONE

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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.

DATED: August 1, 2002.

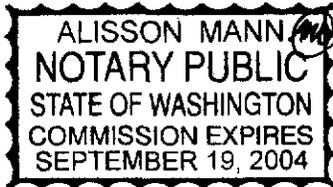


Michael A. Winslow
Attorney for Seller

State of Washington)
)ss
County of Skagit)

I certify that I know or have satisfactory evidence that Michael A. Winslow 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 in the instrument.

Dated: August 1, 2002.



ALISSON MANN, Notary Public
My appointment expires: 09/19/2004