



200212020014

Skagit County Auditor

12/2/2002 Page 1 of 5 8:44AM

WHEN RECORDED MAIL TO

REGIONAL TRUSTEE SERVICES CORPORATION  
720 SEVENTH AVENUE, SUITE 400  
SEATTLE, WA, 98104

LAND TITLE COMPANY OF SKAGIT COUNTY

P-98155

----- SPACE ABOVE THIS LINE FOR RECORDER'S USE -----

**NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT**

Pursuant to R.C.W. Chapter 61.30 et seq. and 62A.9-501 et seq.

TO: GERALD D. JACOBSON  
WANDA L. JACOBSON

Forfeiture No.: 01-00-31326  
Loan No.: JACOBSON

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. The name, address and telephone number of the seller is:  
D.R. BASHAW, TRUSTEE OF THE BASHAW FAMILY TRUST, P.O. BOX 11798, MILTON, WA, 98354, 253-815-9888.
2. The name, address and telephone number of the seller's agent giving the notice is: REGIONAL TRUSTEE SERVICES CORPORATION, 720 SEVENTH AVENUE, SUITE 400, SEATTLE, WA, 98104, (206) 340-2550.
3. Description of the Contract:

Real Estate Contract dated April 30, 1991, executed by SUSAN K. WILSON, FORMERLY SUSAN K. MCCrackEN, AND HER HUSBAND, SINCE 1978, E. JAMES WILSON, as Seller, and GERALD D. JACOBSON AND WANDA L. JACOBSON, HUSBAND AND WIFE, as Purchaser, which Contract, or memorandum thereof, was recorded in Volume ---, page ---, under Auditor's File No. 9105030028, records of SKAGIT County, State of Washington. The Seller's interest in said contract has been assigned to D.R. BASHAW, TRUSTEE OF THE BASHAW FAMILY TRUST, under an Assignment dated April 15, 1992, and recorded under Auditor's No. 9205080099.

4. Legal description of the property:

THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR SECONDARY STATE HIGHWAY NO. 17-A, BY DEED RECORDED AUGUST 27, 1957, UNDER AUDITOR'S FILE NO. 555456.

Tax Parcel No. 350920-1-002-0002

The postal address of which is more commonly known as:

12305 158TH ST. N.E.  
ARLINGTON WA 98223

5. Description of each default under the Contract on which this notice is based:
- (a) Failure to pay the following past due items, the amounts and an itemization for which are given in paragraphs 8 and 9 below:  
  
FAILURE TO MAKE PRINCIPAL BALANCE WHICH BECAME DUE AT MATURITY, TOGETHER WITH ACCRUED AND ACCRUING INTEREST, CHARGES, FEES AND COSTS AS SET FORTH.
  - (b) Other defaults: If you have failed to pay taxes on the property, provide insurance on the property, or pay other obligations as required in the real estate contract, the Seller may insist that you do so in order to reinstate your account in good standing. In addition, the Seller may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

6. Expiration of the time for cure:

Failure to cure all of the defaults listed in 5 above, on or before March 5, 2003, will result in the forfeiture of the Contract.

7. 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 seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property given this notice 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 persons to whom paid and entitled thereto;
- (d) All of the purchaser's rights in all improvements made to 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 within ten days after the declaraton of forfeiture is recorded.



8. 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:

1	payments at \$	144.76	each;	\$	10,817.10
0	payments at \$		each;	\$	
	( 04-10-01 through 11-27-02 )				
	Late Charges:			\$	
	Prior accumulated late charges:			\$	557.47
	Beneficiary Advances			\$	
	TOTAL:			\$	11,374.57

(b) Action(s) required to cure any non-monetary default: Provide proof of payment of all senior liens, property taxes, and hazard insurance premiums;

9. The following is a statement of all other payments, charges, fees and costs, if any, or where indicated, an estimate thereof, to cure the default:

a. Seller's Agent	\$	600.00
b. Attorney's Fees	\$	
c. (TSG) Guarantee Policy	\$	800.00
d. Recording	\$	30.00
e. Certified Mail	\$	75.00
f. Publication	\$	
g. Escrow/Servicing	\$	
f. Photocopies	\$	
g. Telephone	\$	
h. Document Preparation	\$	
i. Other _____	\$	
TOTAL CHARGES, COSTS AND FEES: (Estimated)	\$	1,505.00

The estimated amount necessary to cure the default is the sum of the amounts in paragraphs 8 and 9, which is \$ 13,855.99 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. However, because some of the items can only be estimated at this time and because the amount needed to cure the default may include presently unknown expenditures required to preserve the property or to comply with state or local laws, it will be necessary for you to contact the undersigned prior to the time you tender payment so that you may be advised of the exact amount you will be required to pay. Monies required to cure the default must be in the form of cash or a cashier's check and may be tendered to:



REGIONAL TRUSTEE SERVICES CORPORATION  
720 SEVENTH AVENUE, SUITE 400  
SEATTLE WA 98104

10. The person to whom this 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. **NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.**
11. The person(s) to whom this notice is given has 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 entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the Contract. Upon any request for a public sale, 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 a summons and complaint before the declaration of forfeiture is recorded.
12. The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, except as provided in the Contract or other agreement as follows:  
\_\_\_\_\_  
\_\_\_\_\_
13. Additional Information:  
\_\_\_\_\_  
\_\_\_\_\_

**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: November 27, 2002

REGIONAL TRUSTEE SERVICES CORPORATION  
Seller's Agent

BY   
CHRIS REBHUHN  
CHIEF EXECUTIVE OFFICER



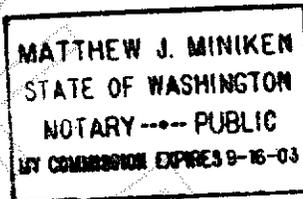
200212020014  
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STATE OF Washington )  
 ) ss.  
COUNTY OF KING )

On November 27, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRIS REBHURN to me known to be the CHIEF EXECUTIVE OFFICER of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the \_\_\_\_\_ day and year first above written. \_\_\_\_\_ Notary Public in and for the State of Washington, residing at Seattle.

My commission expires 9-16-03.



Skagit County Auditor