



200302250098
Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name MARTIN LIND
Address 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:

9404040122 (Real Estate Contract)

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Annema, Ida (Sellers)
2. Vander Pol, Margaret
3. Hollman, Sadie
4. Annema, Glenda
5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Annema, Henry T. (Purchasers)
2. Annema, Jeanne
3. Annema, Terry H.
- 4.
5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

ptn E1/2 26-35-4 E W.M.

Complete legal description is on page 7&8 of document

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

P37677, P37678, P37682, P37688, P37703, P37706, P37707, P37708

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.

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: HENRY T. ANNEMA
JEANNE ANNEMA
22735 (formerly 2067) Rhodes Road
Sedro-Woolley, WA 98284

TERRY H. ANNEMA
1784 Hillvue Place
Burlington, WA 98233
and
22830 Gunderson Rd
Mount Vernon, WA

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:

MARGARET VANDER POL
SADIE HOLLMAN
GLENDA ANNEMA
IDA ANNEMA
21321 Rolling Place
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 31st day of March, 1994, executed by IDA ANNEMA, individually and as Personal Representative for the Estate of HARRY ANNEMA, deceased, Skagit County Cause No. 93-4-00255-6, as Seller, and HENRY T. ANNEMA and JEANNE ANNEMA, husband and wife, and TERRY H. ANNEMA, a single man, as Purchasers, which short form thereof was recorded under Auditor's File No. 9404040122 on the 4th day of April, 1994 records of Skagit County, Washington.



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Seller, IDA ANNEMA, in her capacity as Personal Representative for the Estate of HARRY ANNEMA, deceased, Skagit County Cause No. 93-4-00255-6, thereafter, on the 8th day of September, 1994, assigned all of the Estate's undivided one-half beneficial interest of said Contract, to MARGARET VANDER POL, SADIE HOLLMAN, and GLENDA ANNEMA, which assignment was recorded on the 3rd day of October, 1994, under Auditor's File No. 9410030161, records of Skagit County, Washington.

(c) Legal Description: See Attached Exhibit "A"

(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 quarterly payments of \$10,100.00 per quarter for 12 quarters (plus one partial quarterly owing of \$3,050.00:	\$124,250.00
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Late charges	\$ 3,727.00
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2. Other Defaults: None

(e) Failure to cure all of the defaults listed in (g) and (h) on or before May 25th, 2003, 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;



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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:

<u>Item</u>	<u>Amount</u>
(a) 12 payments @ \$10,100.00/qrtr	\$121,200.00
(b) 1 partial payment @ \$3,050.00	\$ 3,050.00
(c) Late charges	\$ 3,727.00

2. Defaults other than monetary and the actions required to cure said defaults:

<u>Item</u>	<u>Action Required</u>
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>Amount</u>
1. Costs of Title Report	\$1,255.87
2. Service/Posting of Notice of Intent to Forfeit (Est.)	\$ 25.00
3. Copy Fees	\$ 10.00
4. Postage (Est.)	\$ 10.00
5. Attorney's Fee	\$ 500.00
7. Recording Fees	\$ 26.00
TOTAL	\$1,826.87



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The total amount necessary to cure the default is the sum of the amounts in (g) (1) and (h), which is \$129,803.87, 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 May 25th, 2003. 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 May 25th, 2003.

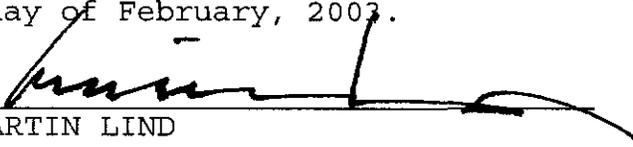
(i) The person to whom the notice is given may have the right to contest the forfeiture or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving a summons and complaint before the declaration of forfeiture is recorded.

(j) The person to whom the notice is given may have 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 25th day of February, 2003.


MARTIN LIND

Attorney for: MARGARET VANDER POL,
IE HOLLMAN, GLENDA ANNEMA & IDA ANNEMA



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EXHIBIT "A"

DESCRIPTION:

PARCEL "A":

That portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, W.M., lying North of the County road, EXCEPT roads, AND EXCEPT the following described tract:

Beginning at a point which is 15 feet East of the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 26, which point is 653 feet, more or less, South of the North $\frac{1}{4}$ corner of said Section 26;
thence Easterly along the South line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 293.8 feet;
thence South 293.8 feet;
thence East 150 feet;
thence South to the Northerly line of the County road;
thence Westerly along the Northerly line of said road to a point South of the point of beginning;
thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, W.M., EXCEPT road, AND EXCEPT that portion thereof lying North of the County road and East of a line beginning 993 feet East of the North $\frac{1}{4}$ corner of Section 26;
thence South to the North line of the County road.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, W.M., EXCEPT road.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

PARCEL "D":

A tract of land in the Northeast corner of Government Lot 3, Section 26, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of the above described Government Lot;
thence West along the North line of the said lot, 20 feet;
thence in a Southeasterly direction so as to intersect the East line of the said lot, 20 feet South from the Northeast corner thereof;
thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

A tract of land situated in the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of the above described quarter;
thence North 20 feet along the West line of said quarter;
thence in a Southeasterly direction to a point on the South line of the above described quarter which is 20 feet East of the said Southwest corner of the above described quarter;
thence West to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Township 35 North, Range 4 East, W.M., lying North of that arm of the Skagit River known as Batey's Slough running through said lands.

Situate in the County of Skagit, State of Washington.



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