



200506270128

Skagit County Auditor

6/27/2005 Page

1 of

5 11:14AM

Return Address

SCHACHT & HICKS
ATTORNEYS
PO BOX 1165
MOUNT VERNON WA 98273

Please print or type information

Document Title(s) (or transactions contained therein):

- 2300 116980-5
1. Notice of Intent to Forfeit Real Estate Contract
 - 2.
 - 3.
 - 4.

Reference Number(s) of Documents assigned or released:
(on page 1 of document(s)) 200403230128

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

1. BROMELS, MELVIN
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document.

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

1. ENGEN FARMS, LLC
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Ptn NW 1/4, 24-33-3 E W.M.

- ☒ Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number

330324-2-006-0000

- ☐ Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT

R.C.W. 61.30

A. Seller's Name: MELVIN BROMELS, as his separate property

Seller's Address: 17096 Fir Island Road
Mount Vernon, WA 98273

Seller's Telephone Number: (360)445-4155

Seller's Agent or attorney giving the notice:

JOHN W. HICKS
SCHACHT & HICKS, INC. P.S.
1603 South Third Street
P. O. Box 1165
Mount Vernon, WA 98273
(360)336-6565

B. Names of original parties to contract:

MELVIN BROMELS, as his separate property, as Seller, and
ENGEN FARMS, LLC a Washington Limited Liability Company,
Purchasers.

Contract date: March 15, 2004
Contract recording number: 200403230128

C. Legal description of the property:

The West 1/2 of the West 1/2 of the Northwest 1/4 of
Section 24, Township 33 North, Range 3 East, W.M. EXCEPT
that portion lying Southerly and Westerly of the center
line of Freshwater Slough, and EXCEPT the West 40 feet
thereof for County Road and also except the County Road
along the North line thereof.

Situate in Skagit County, Washington.

Tax Parcel No. 330324-2-006-0000

D. Below is a description of each default under the contract
on which this notice is based:

Failure to make the payments due October 15, 2004
and April 15, 2005, due in a timely manner,
resulting in a current balance owing of \$336,424.14
as of June 20, 2005. Had the contract been timely
paid, the balance would be \$297,673.65. The sum
needed to bring this contract current is \$38,750.49
as of June 20, 2005. Per diem interest is \$105.21.



200506270128
Skagit County Auditor

Failure to pay real property taxes due on the property as follows: Last half 2004 in the amount of \$1,566.67 and all of 2005 in the amount of \$3,432.11, together with interest and penalties due thereon.

- E. The above described Real Estate Contract will be forfeited if all defaults above listed are not cured by October 4, 2005, which is a date not less than ninety (90) days after this notice has been recorded, after a period specified in the contract or other agreement with the seller.
- F. The effect of forfeiture is that all right, title, and interest in the property, 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 and the purchaser's rights under the contract shall be cancelled, and all sums previously paid under the contract shall belong to and be retained by the seller or other persons or persons to whom these sums have been paid and who are entitled to those sums, and all of the purchaser's rights and all improvements made to the property and in unharvested crops and timber on the real property shall belong to the seller, and the purchaser and all persons occupying the property shall be required to surrender possession of the real property, improvements, unharvested crops and timber to the seller, ten (10) days after the Declaration of Forfeiture is recorded.
- G. Below is an itemized statement or a reasonable estimate of all payments of money in default and, for defaults not involving the payment of money, the following are the actions required to cure such defaults:

Principal balance owed is \$320,000.00
Failure to make the payment due October 15, 2004 and April 15, 2005, due in a timely manner, resulting in a current balance of principal and interest owing of \$336,424.14. Had the contract been timely paid, the balance would be \$297,673.65. The sum needed to bring this contract current is \$38,750.49 as of June 20, 2005. Per diem interest is \$105.21.

Payment of real estate taxes, together with interest and penalties due thereon.

- H. Below is an itemized reasonable estimate of all other payments, charges, fees, and other costs and attorney's fees, if applicable, that are or may be required to cure the defaults:



200506270128
Skagit County Auditor

6/27/2005 Page

3 of

5 11:14AM

Recording Notice of Intent to
Forfeit Real Estate Contract

22.00

Attorney's fees

Litigation Guarantee

415.42

Recording Notice of Cure

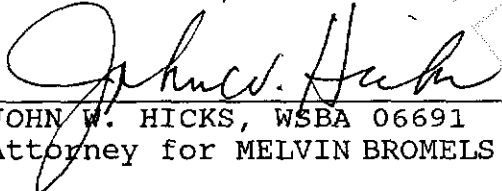
33.00

- I. Any 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.
- J. Any person to whom this notice is given may have the right to request a court to order a public sale of the property but such a 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, combined with any other liens having priority over the seller's interest in the property. The excess of the proceeds at such public sale, if any, over and above the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, would then be paid to the purchaser. The Court, however, will require the person who requests the sale to deposit the anticipated sale costs with the Clerk of the Court and 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 of recorded.
- K. The seller is not required to give any person any other notice of default before the Declaration of Forfeiture which completes the forfeiture is given. The contract, however, requires additional notices. The identification of which is set forth below indicating to whom, when and how that notice is to be given: n/a

DATED this 24th day of June, 2005.

MELVIN BROMELS, Seller

By


JOHN W. HICKS, WSBA 06691

Attorney for MELVIN BROMELS, Seller



200506270128
Skagit County Auditor

6/27/2005 Page

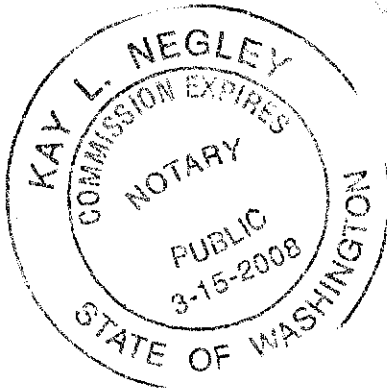
4 of

5 11:14AM

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOHN W. HICKS is the person who appeared before me, and said person acknowledged that he signed the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 24, 2005.



Kay L. Negley
Printed name: KAY L. NEGLEY
Notary Public in and for the state of
Washington, residing at Mount Vernon.
My appointment expires: 3-15-2008



200506270128

Skagit County Auditor