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WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.  
P.O. BOX 727  
ANACORTES, WA 98221

**NOTICE OF INTENT TO FORFEIT**

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

GRANTOR: OLAV EDVARDBSEN, a single man

GRANTEE: CHRISTINA MARIE BASS, a single woman

LEGAL DESCRIPTION: Lot 8, Block 59, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, Pages 4 through 7, records of Skagit County, Washington.

TAX PARCEL NO. 3773-059-008-0008, P55273

TO: CHRISTINA MARIE BASS  
1115 9th Street  
Anacortes, WA 98221

AND TO: OCCUPANTS  
1115 9th Street  
Anacortes, WA 98221

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 and, if any, the seller's agent or attorney giving the notice:

Seller: OLAV EDVARDBSEN  
11482 Victory Blvd, #1  
Van Nuys, CA 91411  
(818) 505-9568

Agent: JAMES E. ANDERSON  
P.O. Box 727  
Anacortes, Wa 98221  
(360) 293-3177

2. Description of Contract: Real Estate Contract dated May 22, 2002, executed by Olav Edvardsen, a single man, as Seller, and Christina Marie Bass, a single woman, as Pur-

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chaser, which was recorded under Auditor's File No. 200205310006, on May 31, 2002, records of Skagit County, Washington.

3. Legal description of the property: Lot 8, Block 59, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

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

4.1 Failure to pay the monthly payment of Seven Hundred Thirty Dollars (\$730) which is due on the 28th day of each month since the payment that was due on June 28, 2004 through the present time in a total amount of Fourteen Thousand Six Hundred Dollars (\$14,600). Although Purchaser has made a payment since June 28, 2004, her failure to make other payments prior to that date resulted in her last payment being credited for the payment that was due on May 28, 2004. In addition, the contract calls for a late payment penalty of \$100 for each past due payment and said late payment penalties total Two Thousand Dollars (\$2000).

4.2 Other Defaults:

4.2.1 Failure to show proof of insurance. In the event Seller obtains insurance to cover the said property the amount of the premium shall be payable to Seller.

4.2.2 Failure to pay the real property taxes due and payable for 2005 which as of the date of the Notice of Default total One Thousand Three Hundred Three Dollars and 18/100 (\$1,303.18) (this includes interest and penalties at this time of \$226.17). In the event Seller makes the tax payment together with any additional interest or penalties that may accrue Seller shall be entitled to reimbursement for said advance.

4.2.3 Outstanding late charges from prior payments \$275.50.

4.2.4 Failure to pay one-half of the administration fees for Trust Accounting Center for 2004, 2005, and 2006 in a total amount of \$170.50.

4.2.5 Failure to keep the water, sewer and garbage charges current. Said fees are presently \$65.10 in

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default which is included in the present billing of \$135.13 which is due on or before February 27, 2006.

5. The failure to cure all of the defaults listed above on or before **May 31, 2006** (more than 90 days after the Notice of Intent to Forfeit is recorded) will result in the forfeiture of the Contract.

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

6.1 All right, title, and interest in the property of the purchaser and of all persons claiming through the purchaser given this notice shall be terminated;

6.2 The purchaser's rights under the Contract shall be cancelled;

6.3 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;

6.4 All improvements made to and unharvested crops on the property shall belong to the seller; and

6.5 The purchaser and all persons occupying the property whose interests are forfeited shall be required to surrender possession of the property and the improvements thereon ten days after the recording of the Declaration of Forfeiture.

7. 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 actions required to cure the default:

7.1 Monthly payments due on the 28th day of the month for all months commencing June 28, 2004 through January 28, 2006: **\$14,600.00.**

7.2 Late payment penalty of \$100 per late payment times 20 delinquent payments for a total of: **\$2,000.**

7.3 Outstanding late charges from prior payments **\$275.50.**

7.4 One-half of the Trust Accounting administration fees for 2004, 2005 and 2006: **\$170.50.**

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7.5 Water, sewer and garbage charges to the City of Anacortes: **\$65.10.**

7.6 The total of subparagraphs 7.1 through 7.5 is **\$17,111.10.**

7.7 Actions required to cure other defaults:

7.7.1 Show proof of an insurance in an amount not less than the balance owing on the contract.

7.7.2 Pay the real property taxes and show proof of the same.

7.7.3 Show proof of payment of the water, sewer and garbage fees owing to the city of Anacortes.

8. The following is a statement of the estimated other payments, charges, fees, and costs to cure the default:

Item	Amount
8.1 Cost of title report:	\$ 593.45
8.2 Copying/postage (estimate):	\$ 5.00
8.3 Attorney's fee:	\$ 850.00
8.4 Recording fees (estimate for the recording of this notice and a Notice of Discontinuance if applicable)	\$ 69.00
8.5 Trust Accounting foreclosure fee:	\$ 75.00
<b>TOTAL:</b>	<b>\$1,592.45</b>

9. The total amount necessary to cure the defaults is the sum of the amounts in Articles 7 and 8 above, which is **\$18,703.55, 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.** Monies required to cure the default may be tendered to James E. Anderson, as agent for Seller at the following address: 1101 Suite A, P.O. Box 727, Anacortes, Washington 98221; telephone number: (360) 293-3177

10. Any person to whom this notice is given has a right to contest the forfeiture or to seek an extension of time to cure the default if the default does not involve a failure

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to pay money, or both, by filing and serving a summons and complaint before the Declaration of Forfeiture is recorded which shall be on or after May 31, 2006.

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

11. Any person to whom this notice is given 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 costs with the clerk of the court. 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 which shall be on or after May 31, 2006.

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

DATED this 28th day of FEBRUARY, 2006.

JAMES E. ANDERSON P.S.

By James E. Anderson  
JAMES E. ANDERSON, as Agent for  
Seller

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that JAMES E. ANDERSON signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 2-28-06

Jo Ann C. Ryan  
Notary Public in and for the State  
of Washington, residing at:

Leavenworth

