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Skagit County Auditor

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CHICAGO TITLE ICG38900

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

GRANTORS: DOUGLAS BRANSFORD, aka R. DOUGLAS BRANSFORD
and LYNDA BRANSFORD, aka LYNDA L. BRANSFORD,
husband and wife

GRANTEE: RONALD C. JONES, as his separate property

LEGAL DESCRIPTION: Lots 1 through 6, inclusive, and the
East 23 feet of Lot 7, Block 2, Beale's Maple Grove Addition
to the City of Anacortes, according to Plat thereof recorded
in Volume 2 of Plats, page 19, Records of Skagit County,
together with all that portion of the north 1/2 of the
vacated alley as would attach by operation of law.

TAX PARCEL NO. P56583

Rec AF# 200512280005

TO: RONALD C. JONES
1610 11th Street
Anacortes, WA 98221

AND TO: PEGGY S. JONES
1610 11th Street
Anacortes, WA 98221

ALSO C/O:
3402 Commercial Ave.
Anacortes, WA 98221

ALSO C/O:
3402 Commercial Ave.
Anacortes, WA 98221

AND TO: OCCUPANTS
C/O 3402 Commercial Ave.
Anacortes, WA 98221

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

1. The name, address, and telephone number of the seller and the seller's attorney giving this notice:

Sellers: DOUGLAS BRANSFORD AND LYNDA BRANSFORD 802 5th Street Anacortes, WA 98221 (360) 588-1420	Attorney: JAMES E. ANDERSON 1101 8th Street, Suite A Anacortes, WA 98221 (360) 293-3177
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2. Description of Contract: Real Estate Contract dated December 14, 2005, executed by Douglas Bransford and Lynda Bransford, as Sellers, and Ronald C. Jones, as his separate property, as Purchaser, which was recorded under Auditor's File No. 200512280005, on December 28, 2005, records of Skagit County, Washington.

3. Legal description of the property: Lots 1 through 6, inclusive, and the East 23 feet of Lot 7, Block 2, Beale's Maple Grove Addition to the City of Anacortes, according to Plat thereof recorded in Volume 2 of Plats, page 19, Records of Skagit County, together with all that portion of the North 1/2 of the vacated alley as would attach by operation of law.

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

4.1 Failure to make full monthly payments of \$4,009.39 (interest only as called for under the terms of the contract for the first year) commencing with the payment due on February 14, 2006. Payments for February, March, April, and May of 2006 should have totaled \$16,037.56 but Purchaser has only paid \$6,150 with the balance remaining of interest as of the date of this Notice of \$9,887.56.

4.2 Other Defaults:

4.2.1 Failure to show proof of insurance on the property.

4.2.2 Failure to reimburse Seller for the first half of the 2006 real property taxes in the amount of \$3,831.40.

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4.2.3 Failure to keep the water, sewer and garbage charges due to the City of Anacortes current. As of May 1, 2006, said past due charges were \$481.29.

4.2.4 The above referenced contract provides in part for "an additional down payment of \$25,000 upon the sale of the purchaser/buyer's home located at 1610 11th Street, Anacortes, Washington" and further provides that "buyer shall continue to keep said property on active market until sold". In the event said home sells in the future, the failure to pay the \$25,000 to the seller shall constitute a default and a failure to keep the home on the active market until sold also constitutes a default.

5. Failure to cure all of the defaults listed in paragraphs 4 above on or before August 21, 2006, 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 claiming through the purchaser of occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, and unharvested crops to the seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of payments of money in default and for any defaults not involving the failure to pay money, the actions required to cure the default:

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7.1 Delinquent payment of interest: \$ 9,887.56 (plus any payments that fall due hereafter prior to the curing of the defaults).

7.2. Failure to reimburse sellers for the real property taxes paid by them: \$3,831.40 (together with interest at the rate of 10% per annum from May 1, 2006 until said reimbursement is made).

7.3 In addition, the action required to cure the non-monetary default for failure to provide insurance is to show proof that insurance called for in the contract is in force naming the Sellers as an additional insured.

7.4 Putting the buyer's home at 1610 11th Street, Anacortes, Washington on the active market and/or paying an additional \$25,000 to seller if the home sells.

8. The total amount necessary to cure the above defaults as of the date of this notice is \$14,217.05, PLUS the amount of any payments (including water, sewer and garbage charges and interest referred to in Article 7.2 above) 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, Attorney at Law, for sellers at the following address: 1101 8th Street, Suite A, P.O. Box 727, Anacortes, Washington 98221.

9. The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a Court action prior to the recording of the Declaration of Forfeiture which will be at any time on or after August 21, 2006.

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

10. Any person to whom the 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 a

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