



200606190167

Skagit County Auditor

6/19/2006 Page

1 of

4 11:30AM

**COVER SHEET FOR RECORDING DOCUMENTS**

**Return to:**

William Knudsen  
119 No. Commercial Ste 1340  
Bellingham

**DOCUMENT TITLE: NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT**

**GRANTORS:**

Notice of Forfeiture May Thorene

**GRANTEES:**

Marilyn Gunther

**ABBREVIATED LEGAL DESCRIPTION:**

N. 1/2 of SW 1/4 of NE 1/4 Sec. 29

**COMPLETE LEGAL DESCRIPTION ON PAGE: 1 TWP 34 N**

R4E

**ASSESSOR'S PARCEL/TAX ID NUMBER:**

P 28553

**NOTICE OF INTENT TO FORFEIT**

**REAL ESTATE CONTRACT**

This notice concerns a real estate contract entered into on the 28<sup>th</sup> day of March, 1985, and recorded under Skagit County Auditor's File No. 8505170040.

1. The name and address of the seller is as follows:

SELLER  
Mary A. Thorene  
410 Manito Drive  
Mount Vernon, Washington 98273

ATTORNEY FOR SELLER  
William G. Knudsen  
119 N. Commercial Street  
Bellingham, Washington 98225

2. The Purchaser is Marilyn R. Gunther, 5312 9<sup>th</sup> NE, Seattle, Washington 98105.
3. Real Estate Contract. The Real Estate Contract dated March 28, 1985, between Mary A. Thorene, a single woman, and Marilyn R. Gunther, a married woman as her separate property. The contract is recorded under Skagit County Auditor's No. 850510040.
4. The abbreviated legal description of the Property is:

That portion of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 34, North, Range 4 East W.M. situated in Skagit County, Washington.  
Tax Parcel No. P28553

The property is commonly known as 1488 South 18<sup>th</sup> Street, Mount Vernon, Washington.

A complete legal description is attached hereto as Exhibit A.

5. Default. Purchasers in default of the terms of the Real Estate Contract, as follows:
- a. Failure to make any of the required payments under the contract since July 18, 2003. At that time the principal balance due was \$14,542.66.
- b. Failure to make monthly payments on the contract as required over the term of the contract. The contract was to have been paid in full



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by January 1, 2002, if the payments required under the payment terms of the contract had been timely made.

- c. Failure to pay the real property taxes on the subject property in the amount of \$2,339.47 for the years of 2004 and 2005. Taxes for 2006 in the amount of 541.25 were due April 30, 2006, and became delinquent after that date. Taxes after June 30, 2006, will be prorated at \$90.21 per month.
  - d. Liens by the City of Mount Vernon have been recorded against the property in the amount of \$3,406.35.
6. The Real Estate Contract will be forfeited if all the aforementioned defaults are not cured on or before ~~September~~ <sup>10th</sup> ~~1, 2006.~~ <sup>October</sup>
  7. The effect of forfeiture will be that all right, title and interest of Purchaser Marilyn R. Gunther and of all persons claiming through the purchaser or whose interests are otherwise subordinate to seller's interest in the Property shall be terminated.
  8. The Purchaser's rights under the contract shall be canceled. All sums previously paid under the contract shall belong to and be retained by the Seller. All of the Purchaser's rights and all improvements made to the Property and unharvested crops and timber shall belong to the Seller. 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 seller ten days after the Declaration of Forfeiture is recorded.
  9. To cure the default you must make payment to the Seller in the amount of \$21,959.00 to complete payment under the Real Estate Contract as of June 1, 2006, plus interest at \$218.13 per month thereafter.
  10. You must make payment of \$2,880.72 to the Skagit County Treasurer for unpaid property taxes on the Property.
  11. You must make payment of \$3,406.35 to the City of Mount Vernon for liens filed against the property.
  12. You, Marilyn Gunther, have the right to contest this forfeiture or to seek an extension of time to cure the default if the default does not involve 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.
  - 13.. You, Marilyn Gunther, 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 the



fair market value of the Property substantially exceeds the debt owed under the contract and the 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 liens eliminated by the sale and the balance, if any, paid to the Purchaser. The Court will require that 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.

- 14. The Seller is not required to give any person any other Notice of Default before the Declaration which completes the forfeiture is given.
- 15. If the default is not cured before the time for cure has expired, the seller may forfeit the contract by giving and recording a Declaration for Forfeiture.

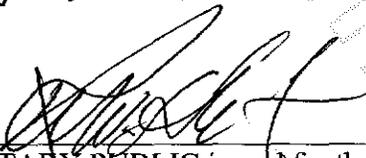
DATED THIS 18<sup>th</sup> day of June, 2006.

  
 WILLIAM G. KNUDSEN, WSBA #6064  
 Attorney for Seller

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF WHATCOM )

, being sworn, says: I am the claimant (or attorney of the claimant, or administrator, representative, or agent of the trustees of an employee benefit plan) above named; I have read or heard the foregoing claim, read and know the contents thereof, and believe the same to be true and correct and that the claim of lien is not frivolous and is made with reasonable cause, and is not clearly excessive under penalty of perjury.

Subscribed and sworn to before me this 18<sup>th</sup> day of June, 2006.

  
 NOTARY PUBLIC in and for the  
 State of Washington  
 My commission expires: 2/8/2010

