



200609190128

Skagit County Auditor

9/19/2006 Page 1 of 5 2:58PM

After Recording Mail To:

TAYLOR & BERG
6510 Capitol Blvd. SE
Tumwater, WA 985012

GRANTOR: Glenda B. McLucas-Taylor
GRANTEE: Reynaldo Salinas, Jr.
ABBREVIATED LEGAL DESC.: Ptn SE 1/4 of SW 1/4, 7-36-4 E W.M. (ptn. Lot 3, SP 25-84).
ASSESSORS TAX PARCEL NO.: 360407-0-019-0246, Property I.D. No. P49031

**AMENDED NOTICE OF INTENT TO FORFEIT AND CANCEL
REAL ESTATE CONTRACT (Chapter 61.30 RCW)**

TO: Reynaldo Salinas
2030 Friday Creek Road
Burlington, WA 98233

Daniel Soria, Rosendo Soria
and Juan Soria
c/o Morgan M. Witt
Attorney at Law
P.O. Box 726
Mt. Vernon, WA 98273-0726

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

Seller

Glenda McLucas-Taylor
P.O. Box 5352
Lacey, WA 98059

Agent or Attorney

Thomas J. Taylor
Taylor & Berg Law Offices
6510 Capitol Blvd SE
Tumwater, WA 98501

- B. Description of the Contract: Real Estate Contract dated January 1, 2005, executed by Glenda McLucas-Taylor as seller, and by Reynaldo Salinas,

as purchaser, which Contract or memorandum thereof was recorded under Auditor's File No. 200501070006 on January 7, 2005, records of Skagit County, Washington.

C. Legal description of property:

Lot 3 of Short Plat No. 25-84, approved June 18, 1984, recorded June 18, 1984, under Auditor's File No. 8406180069, in Volume 6 of Short Plats, page 157, under Auditor's File No. 8406180069, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 36 North, Range 4 East, W.M.,

EXCEPT that portion of Lot 3, described as follows:

Beginning at the Southwest corner of that certain tract conveyed to Fire Protection District No. 14 of Skagit County by deed filed in Auditor's File No. 591233 as shown on that certain survey filed in Volume 1 of Surveys, page 76, records of Skagit County, Washington; thence Southwesterly along a curve concave to the South having a radius of 480.62 feet, which is the continuation of the Northerly curved line of said tract, through a central angle of 12° 07' 56" and an arc distance of 101.77 feet; thence South 65° 52' 06" West, a distance of 26.00 feet; thence South 2° 43' 16" West, a distance of 316.90 feet to the intersection of the centerline of the Old F & S Railroad as shown on said survey with the North line of the South 20 feet of said Section 7; thence South 87° 42' 53" East along the North line of said South 20 feet, a distance of 229.25 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 7; thence North 00° 39' 00" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 425.47 feet to the Southeast corner of said Fire Protection District tract; thence South 89° 37' 52" West, a distance of 135.20 feet to the beginning of this description. Situate in the County of Skagit, State of Washington.

D. Description of each default under the Contract on which Notice is based:

1. Failure to pay the following past due items, the amounts and itemization for which are given in (G) and (H) below:

-Portion of June 2006 payment, July 2006 payment and August 2006 payment, and late fees.
2. Other defaults: Failure to provide proof of current insurance covering the property.

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E. Failure to cure all of the default listed in (G) and (H) on or before December 29, 2006 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 given this notice 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;
4. All improvements made to and unharvested crops on the property shall belong to the seller; and
5. The purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the seller ten days after forfeiture.

G. The following is a statement of payments of money in default and for any defaults not involving the failure to pay money; the action requires to cure the default.

1. Monetary Delinquencies:

<u>Item:</u>	<u>Amount:</u>
June 2006 payment	\$ 70.63
Late fee penalty	\$ 38.53
July 1, 2006 payment	\$ 770.63
Late fee 5%	\$ 38.53
August 1, 2006 payment	\$ 770.63
Late fee 5%	\$ 38.53
TOTAL	\$1,727.48

2. Action(s) required to cure any non-monetary default:

As per Section 13 of the Real Estate Contract, deliver insurance policy to Seller and proof of paid insurance premium.



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

<u>Item:</u>	<u>Amount:</u>
1. Title Search Fee	\$ 0.00
2. Service/posting of Notice of Intent to Forfeit	\$ 0.00
3. Copying/postage	\$ 5.00
4. Attorney's fee	\$650.00
5. Long distance phone charges	\$ 0.00
6. Late charges	\$ 0.00
7. Recording fees	\$ 69.00
8. Other: _____	\$ 0.00
TOTAL	<u>\$724.00</u>

The total amount necessary to cure the default is the sum of the amounts in (G)(1) and (H), which is \$2,451.48 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:

TAYLOR & BERG TRUST
Taylor & Berg Law Offices
6510 Capitol Blvd. SE
Tumwater, WA 98501

I. 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 effective date of forfeiture.

J. Additional Information: N/A

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

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AMENDED NOTICE OF INTENT TO FORFEIT - P.



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