



200806250060

Skagit County Auditor

When recorded, mail to:

6/25/2008 Page 1 of 6 11:32AM

REGIONAL TRUSTEE SERVICES CORPORATION

616 1st Avenue, Suite 500
Seattle, WA 98104

REK Forfeiture No: 01-CM-54865

Loan No. TRONSDAL
GUARDIAN NORTHWEST TITLE CO.

m9203



AMENDED

ACCOMMODATION RECORDING ONLY

NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT

Pursuant to R.C.W. Chapter 61.30, et seq. and 62A.9A-604(a)(2) et seq.

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. SELLER

The name, address and telephone number of the seller is ERROL HANSON FUNDING, INC., c/o GRAHAM & DUNN, PIER 70, SEATTLE, WASHINGTON 98121-1128; (206) 340-9628.

2. SELLER'S AGENT

The name, address and telephone number of the seller's agent giving the notice is REGIONAL TRUSTEE SERVICES CORPORATION, 616 1st Avenue, Suite 500, Seattle, WA 98104; (206) 340-2550.

3. DESCRIPTION OF THE CONTRACT

Real Estate Contract dated 1/30/1997, executed by AGNES TRONSDAL, AS HER SEPARATE PROPERTY, as Seller, and HOWARD CURTIS TRONSDAL AND DEANNE M TRONSDAL, HUSBAND AND WIFE, as Purchaser, which Contract, or memorandum thereof, was recorded on 2/10/1997, under Recording No. 9702100053, records of SKAGIT County, State of WASHINGTON. The Seller's interest in said contract has been assigned to ERROL HANSON FUNDING, INC..

4. LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF GOVERNMENT LOT 1 AND N 1/2 OF NE 1/4, 31-33-4 EWM AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

Tax Parcel No. 330431-1-002-0006, 330431-0-002-0008, 330431-1-001-0007

The postal address of the Property is purported to be: 18663 MILLTOWN ROAD, MT. VERNON, WA 98273.

5. DESCRIPTION OF DEFAULT

Failure to pay the following past due items, the amounts and an itemization for which are given in paragraphs 8 and 9 below:

FAILURE TO PAY THE PRINCIPAL BALANCE WHICH BECAME DUE AT MATURITY, TOGETHER WITH ACCRUED AND ACCRUING INTEREST, CHARGES, FEES AND COSTS AS SET FORTH.

6. EXPIRATION OF THE TIME FOR CURE

Failure to cure all of the defaults listed in 5 above, on or before **September 26, 2008**, will result in the forfeiture of the Contract.

7. FORFEITURE OF THE CONTRACT WILL RESULT IN THE FOLLOWING:

- a) All right, title and interest in the property of the purchaser and, to the extent elected by seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property given this notice shall be terminated;
- b) The purchaser's rights under the Contract shall be cancelled;
- c) All of the purchaser's rights in all improvements made to and in unharvested crops and timber thereon shall belong to the seller; and
- d) 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 the seller within ten days after the declaration of forfeiture is recorded.

8. MONETARY DEFAULT

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 action(s) required to cure the default:

	Amount due as of June 24, 2008
Unpaid Principal	\$ 155,980.84
Interest	\$ 53,351.90
Accrued Late Charges	\$ 0.00
Beneficiary Advances:	\$ 3,700.00
Suspense Credit:	\$ 0.00
	=====
TOTAL:	\$ 213,032.74

Actions required to cure any non-monetary default: Payment and/or proof of payment.

9. OTHER CHARGES, COSTS AND FEES

The following is a statement of all other payments, charges, fees and costs, if any, or where indicated, an estimate thereof, to cure the default:



Seller Agent Fee	\$	600.00
Certified Mailing Cost	\$	31.00
Recording Cost	\$	43.00
TSG Guarantee Policy	\$	1,225.80
		=====
TOTAL CHARGES, COSTS AND FEES:	\$	1,899.80

THE ESTIMATED AMOUNT NECESSARY TO CURE THE DEFAULT IS THE SUM OF PARAGRAPHS 8 AND 9 ABOVE IN THE AMOUNT OF \$214,932.54, PLUS the amount of any interest, forfeiture fees, advances and attorney fees and costs which may fall due after the date of this Notice of Intent to Forefeit and on or prior to the date the default is cured. However, because some of the items can only be estimated at this time and because the amount needed to cure the default may include presently unknown expenditures required to preserve the property or to comply with state or local laws, it will be necessary for you to contact the undersigned prior to the time you tender funds so that you may be advised of the exact amount you will be required to pay.

Monies required to cure the default must be in the form of cash or a cashier's check and may be tendered to:

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104

10. RIGHT TO CONTEST FORFEITURE

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

11. RECOURSE TO COURTS

The person(s) to whom this notice is given has 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 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. The excess, if any, of the highest bid at the sale over the entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the Contract. Upon any request for a public sale, the court will require 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.

12. NOTICES

The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, except as provided in the Contract or other agreement as follows:

13. ADDITIONAL INFORMATION



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.

DATED: 6/24/2008

REGIONAL TRUSTEE SERVICES CORPORATION
Seller's Agent

By Deborah Kaufman
DEBORAH KAUFMAN, VICE PRESIDENT
Address: 616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550
Sale Information: www.rtrustee.com

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On 6/24/2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DEBORAH KAUFMAN, to me known to be the VICE PRESIDENT of REGIONAL TRUSTEE SERVICES CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Edward S. Choi
NOTARY PUBLIC in and for the State of
WASHINGTON, residing at: Revera
My commission expires: 08/16/2011

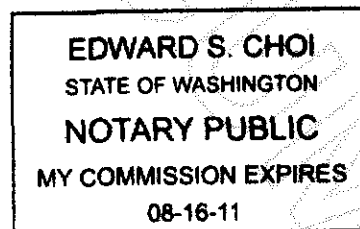


EXHIBIT "A"

The land referred to herein is situated in the State of Washington, County of Skagit, and is described as follows:

PARCEL "A":

Government Lot 1, Section 31, Township 33 North, Range 4 East, W.M., lying East of the Pacific Highway and North of the North line of County road along the South line of said Government Lot 1, EXCEPT that portion of Government Lot 1 conveyed to Dike District No. 16, recorded October 14, 1929, under Auditor's File No. 227612.

TOGETHER WITH the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 31, Township 33 North, Range 4 East, W.M., EXCEPTING THEREFROM the following described tract:

Beginning at a point 851.5 feet West of Section line between said Sections 31 and 32, and on North line of Geo. Nelson Road; thence North 165 feet; thence East 32 rods; thence South 10 rods; thence West 32 rods to the point of beginning.

ALSO EXCEPTING from all of the above that portion of Government Lot 1, Section 31, Township 33 North, Range 4 East, W.M., and that portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 31, Township 33 North, Range 4 East, W.M., thence North $88^{\circ}15'45''$ West along the North line of said subdivision, a distance of 1,069.81 feet; thence South $8^{\circ}52'21''$ West a distance of 658.61 feet; thence South $47^{\circ}52'36''$ West a distance of 115.10 feet to the true point of beginning; thence continue South $47^{\circ}52'36''$ West to the North right-of-way line of County road known as the Milltown Road; thence in a Westerly direction along said right-of-way line to the intersection with the Easterly right-of-way of Pacific Highway; thence Northerly along said East right-of-way line to a point which bears North $88^{\circ}15'45''$ West, from the true point of beginning; thence South $88^{\circ}15'45''$ East parallel with the North line of the Northeast $\frac{1}{4}$ of said Section 31 to the true point of beginning.

ALSO EXCEPT that portion conveyed to Dike District No. 16 by deed recorded October 11, 1929, under Auditor's File No. 227599,

ALSO EXCEPT that portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying within Skagit County Short Card No. 99-0034, approved December 10, 2001 and recorded December 10, 2001, under Auditor's File No. 200112100228, records of Skagit County, Washington.

ALSO EXCEPT that portion of said North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ lying within the County road right-of-way along the South line thereof known variously as the Milltown Road and as the Starbird Road.

ALSO EXCEPT the right-of-way of Drainage District No. 17 along the East line of the Pacific Highway.

ALSO EXCEPT that portion the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, described as follows:

Beginning at the Southwest corner of that certain parcel conveyed to Walter C. Boyd, Jr. on March 7, 1997, under Auditor's File No. 9703120082, records of Skagit County, Washington; thence North along the West boundary of said Boyd parcel, for a distance of 165.00 feet to the Northwest corner of said parcel; thence West on the Westerly extension of the North line of said Boyd parcel, for a distance of 50.00 feet; thence South parallel with said West line for a distance of 165.00 feet to the West extension of the South line of said Boyd parcel; thence East along said South line for a distance of 50.00 feet to the point of beginning.



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PARCEL "B":

Government Lot 1 in Section 31, Township 33 North, Range 4 East, W.M., lying West of the Great Northern Railway Company right-of-way, EXCEPT the following described tracts:

1. Beginning at the Northwest corner of said Lot 1, Section 31, Township 33 North, Range 4 East, W.M.; thence running East to right-of-way of Seattle and Montana Railroad; thence South along said right-of-way to a point 26 feet South of what is known as C.H. Mann's Store; thence West to the East bank of Tom Moore's Slough; thence in a Northerly direction along bank of said slough to point of beginning, all as conveyed to C.H. Mann by Deed recorded May 22, 1893, in Volume 28 of Deeds, page 68, records of Skagit County, Washington.
2. All that portion of Lot 1 in Section 31, Township 33 North, Range 4 East, W.M., in Skagit County, Washington, particularly described as follows, to-wit:

Beginning at a point 40 feet North of the South line of said lot and on the bank of Tom Moore's Slough; thence running North along the East bank of said Tom Moore's slough a distance of 50 feet; thence East to the County road a distance of about 75 feet; thence South along the said County road 50 feet to a point due East of the point of beginning; thence due West about 75 feet to the point of beginning.
3. Beginning at a point on the West side of the right-of-way of the Seattle and Montana Railroad Company, said point being at the Southeast corner of a certain tract of land known as the Mann Tract as described in Volume 28 of Deeds, page 68, records of Skagit County, Washington, and being in the Northwest $\frac{1}{4}$ of Section 31, Township 33 North, Range 4 East, W.M.; thence South along said right-of-way a distance of 430 feet; thence West to the bank of Tom Moore's Slough; thence Northerly following said slough bank to a point directly West of the point of beginning; thence East to the point of beginning.
4. That portion conveyed to Skagit County for road purposes by Deed recorded May 10, 1967, under Auditor's File No. 698849.
5. That portion thereof lying within the county road right-of-way along the South line thereof known variously as the Milltown Road and the Starbird Road.
6. Those portions thereof conveyed to and/or condemned by Diking District No. 16.

PARCEL "C":

Lot 4 of Skagit County Short Card No. 99-0034, approved December 10, 2001 and recorded December 10, 2001, under Auditor's File No. 200112100228, records of Skagit County, Washington, being a portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 33 North, Range 4 East, W.M..



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