

After Recording, Return to:
Glogowski Law Firm, PLLC
2505 Third Ave Ste 100
Seattle, WA 98121



201202100044
Skagit County Auditor

2/10/2012 Page 1 of 3 12:32PM

File No. 12-3852
Grantors: Kristine K. Nygard
Grantee: Victor J. Banks and Marilee L. Pace

Notice of Intent to Forfeit

Pursuant to the Revised Code of Washington 61.30.060 and 61.30.070

I.

YOU ARE HEREBY NOTIFIED that the Real Estate Contract (hereinafter "Contract") described below is in default and you are provided the following information with respect thereto:

- A. Seller:** Victor J. Banks and Marilee L. Pace
Attorney for Seller: Katrina E. Glogowski
Glogowski Law Firm, PLLC
2505 Third Ave Ste 100
Seattle, WA 98121
(206) 903-9966

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B. Description of Contract: Real Estate Contract dated June 26, 2006, executed by Victor J. Banks and Marilee L. Pace, as Sellers, and Kristine K. Nygard, as Buyer, which was recorded on July 28, 2006 under Skagit County Auditor's File No. 200607280186.

C. Legal Description: Lot 45, Plat of Eastwind, as per plat recorded in Volume 12 of Plats, pages 31 and 32, records of Skagit County, Washington. Situate in the City of Mount Vernon, County of Skagit, State of Washington. Commonly known as 1809 N 32nd Pl, Mount Vernon, WA 98273. APN: P80995.

D. Description of Defaults: The following is a description of each default under the contract and any oral or written modifications of the contract upon which this notice is based:

1. Failure to pay real estate taxes on the property.
2. Failure to pay the balloon note when due – January 16, 2012
3. Monetary Defaults: Failure to pay balance due of \$96,700.00, plus any accrued taxes, penalties, and interest on assessments and costs, as itemized below in (G) and (H).

E. Effect of Failure to Cure: Failure to cure all the defaults listed in paragraphs (G) and (H) below on or before May 14, 2012 will result in a forfeiture of the Contract.

- F. Effect of Forfeiture:** The forfeiture of the Contract will result in the following:
1. All right, title and interest in the property of the buyer and of all persons claiming in through the buyer, or whose interests are subordinate to the seller's interests, shall be terminated;
 2. The buyer'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 of the buyer's rights in all improvements made to the property, to all unharvested crops and timber on the property shall belong to the seller; and
5. The buyer and all 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 ten (10) days after recording of the Declaration of Forfeiture.

G. Payments in Default: The following is a statement of payments of money in default and, where indicated, reasonable estimates thereof and for any defaults not involving the failure to pay money, the actions required to cure the default:

1. Contract Payments: \$96,700.00.
2. Real Estate Taxes: 2010 \$380.07
3. Real Estate Taxes: 2011 \$404.51

TOTAL MONETARY DELINQUENCIES: \$97,484.58

H. Other Payments: The following is an itemized statement of all other current payments, charges, fees and costs required to cure the defaults and, where indicated, reasonable estimates thereof:

Title Report	\$535.60
Postage	\$50.00 (est.)
Copying	\$15.00 (est.)
Recording Fees	\$88.00 (est.)
Publication Costs	\$500.00 (est.)
Attorneys' Fees	<u>\$750.00</u>
TOTAL	\$1,938.60

The total amount necessary to cure the monetary default is the sum of the amounts in (G) and (H) which is \$99,423.18, plus penalties and interest on assessments, plus the amount of any payments, interest, and/or 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 and other documents required to cure the default may be tendered to:

Katrina E. Glogowski
 Glogowski Law Firm, PLLC
 2505 Third Ave Ste 100
 Seattle, WA 98121

I. Remedies: Any person to whom this notice is given has 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 filing and serving a summons and complaint before the Declaration of Forfeiture is recorded. **NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.**

J. Public Sale: Any person to whom this notice is given may 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 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 debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the buyer. 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 served the summons and complaint before the Declaration of Forfeiture is recorded.



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K. No Further Notice: The seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

DATED: February 7, 2012

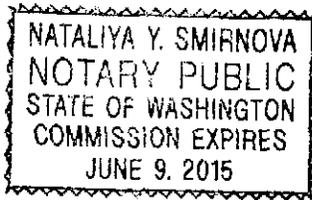
Attorney for Seller

By Katrina E. Glogowski
Katrina E. Glogowski, WSBA #27483
Glogowski Law Firm, PLLC
2505 Third Ave Ste 100
Seattle, WA 98121
(206) 903-9966

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Katrina E. Glogowski is the person who appeared before me, and said person acknowledges that she signed this instrument, on oath state that she was authorized to execute the instrument and acknowledged it to be free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated: February 7, 2012



Nataliya Y. Smirnova
Nataliya Y. Smirnova
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires 06/09/2015

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you have to fulfill the terms of your credit obligations. This debt will be presumed to be valid unless you notify this firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof. If you dispute the validity of this debt or any portion thereof, any if you notify this form of your dispute in writing within the thirty-day period, we will provide you with verification of the debt and mail such to you at the address to which this notice was sent. Upon your written request within the thirty-day period, we will provide you the name and address of the original creditor according to our records if different than the present creditor.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.



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