

After Recording Return to:

The Blackstone Corporation
Attn: Debra A. Palm
422 West Riverside, Suite 1100
Spokane, WA 99201



201304110112
Skagit County Auditor

4/11/2013 Page 1 of 6 3:42PM

LAND TITLE OF SKAGIT COUNTY

145449-0

DOCUMENT TITLE:

Notice of Intent to Forfeit

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Auditor's File No.: 8808020007

SELLER:

Rainier Evergreen, Inc.

PURCHASERS:

Dean L. Pinter and Lorna J. Pinter

ABBREVIATED LEGAL DESCRIPTION:

S 1/2 of SE 1/4 of SW 1/4, 32-33-5 E W.M., Skagit County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NOS.:

330532-3-004-0107 and 330532-2-003-0209
(P18379) and (P18373)

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: Dean L. Pinter
23871 Avalon Way
Mount Vernon, WA 98274

Lorna J. Pinter
23871 Avalon Way
Mount Vernon, WA 98274

Wyman L. Pinter
23871 Avalon Way
Mount Vernon, WA 98274

JP Morgan Chase Bank, NA, as successor to
First Deposit National Bank
1111 Polaris Parkway
Columbus, OH 43240

First Deposit National Bank
295 Main Street
Tilton, NH 03276

First Deposit National Bank
c/o Bishop & Lynch, P.S.
Attn: Krista L. White
720 Olive Way, Suite 1600
Seattle, WA 98101

The Accounts Retrieveable System, Inc.
2050 Bellmore Avenue
Bellmore, NY 11710

The Accounts Retrieveable System, Inc.
c/o James Arthur Sturdevant
119 North Commercial, Suite 920
Bellingham, WA 98225

State of Washington
Department of Social & Health
Services
Division of Child Support
5415 Evergreen Way
P.O. Box 4282
Everett, WA 98203-9282

State of Washington
Office of the Attorney General
1125 Washington Street SE
PO Box 40100
Olympia, WA 98504-0100

All Occupants
23871 Avalon Way
Mount Vernon, WA 98274

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. The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:



Seller's Name:

Rainier Evergreen, Inc.
11221 Pacific Highway SW
Lakewood, Washington 98499
(253) 581-6611

Agent's or Attorney's Name:

Witherspoon • Kelley
Attn: Shelley N. Ripley
422 West Riverside Ave., Suite 1100
Spokane, Washington 99201
(509) 624-5265

2. Description of the Contract:

Real Estate Contract dated May 27, 1988, executed by Rainier Evergreen, Inc., a Washington corporation, as seller, and Dean L. Pinter and Lorna J. Pinter, husband and wife, collectively, as purchaser, and recorded on August 2, 1988, under Auditor's File No. 8808020007, on August 2, 1988, records of Skagit County, Washington. The Real Estate Contract was thereafter amended and modified by an Amendment of Real Estate Contract in July, 2003 (the "Amendment"), and a Second Amendment of Real Estate Contract dated August 27, 2008 (the "Second Amendment, together with the Contract and Amendment, collectively, the "Contract").

3. Legal Description of the Property:

The South ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 North, Range 5 East, W.M., situate in the County of Skagit, State of Washington.

SUBJECT TO AND TOGETHER WITH easements, reservations restrictions, conditions agreements, and all other matters of record whatsoever.

PARCEL NOS. 330532-3-004-0107 and 330532-2-003-0209

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

- a. Failure to pay the following past due items, the amounts and an itemization for which are given in Paragraphs 7 and 8 below.
- b. Other defaults:
 - (i) Failure to pay 2012 general real estate taxes on Parcel No. 330532-2-003-0209.
 - (ii) First half general real estate taxes for 2013 are due April 30, 2013.

5. The Contract will be forfeited on July 16, 2013, which is at least ninety (90) days from the date that this Notice of Intent to Forfeit is recorded, unless you cure all of the defaults set forth in this Notice of Intent to Forfeit on or before that date.

6. The forfeiture of the Contract will result in the following:



- a. all right, title and interest in the property of the purchaser, and all persons claiming through the purchaser or whose interests are otherwise subordinate to the Seller's interest in the property and who are given this notice, shall be terminated;
 - b. the purchaser's rights under the Contract shall be canceled;
 - c. 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;
 - d. all of the purchaser's rights in the improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
 - e. the purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, unharvested crops, and timber to the seller ten (10) days after the Declaration of Forfeiture is recorded.
7. The following is an itemized 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 required to cure the default:

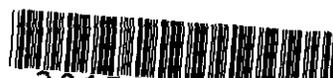
a. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
<u>Monthly Payments</u>	
Principal Balance	\$ 28,765.77
Accrued interest (1/27/12 to 3/31/13)	\$ 3,341.56
<u>Late Charges</u>	
Accrued late charges	\$ 325.00
TOTAL:	\$ 32,432.33

- b. Payment of all delinquent general real estate taxes for tax year 2012, in the approximate amount of \$102.42, together with any penalties and interest.

8. The following is a statement of other payments, charges, fees and costs (or, where indicated, an estimate thereof) to cure the default:

<u>Item</u>	<u>Amount</u>
a. Cost of title report	\$ 357.06
b. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 100.00



c.	Copying/postage	\$ 100.00
d.	Long distance phone charges (estimated)	\$ 10.00
e.	Recording fees	<u>\$ 160.00</u>
TOTAL:		\$ 727.06

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7.a, 7.b and 8, which is \$33,159.39, 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 Shelley N. Ripley at the following address. All monies tendered shall be in the form of cash, certified check or money order.

Shelley N. Ripley
 Witherspoon • Kelley
 422 West Riverside, Suite 1100
 Spokane, WA 99201
 (509) 624-5265

- Any person to whom this Notice of Intent to Forfeit 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.

- Any person to whom this Notice of Intent to Forfeit 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.
- The seller is not required to give any person any other notice of default before the Declaration of Forfeiture, which completes the forfeiture, is given, except as provided in the Contract or other agreement, as follows: None.
- Additional Information: None.



