



201312090105

Skagit County Auditor

\$77.00

12/9/2013 Page

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6 2:46PM

When Recorded Return To:
Mervyn C. Thompson
709 South First Street
Mount Vernon, WA 98273

Grantor: Morgan Lee Bartlett and Sharon Lynn Bartlett as co-Trustees of the Morgan Lee Bartlett and Sharon Lynn Bartlett Revocable Living Trust dated Nov. 1, 1993

Grantee: Earl L. Lyons

Abbrev. Leg.: Tr A, Skagit River Colony, TGW N1/2 Vac Rd. Adj.

Tax Parcel No.: 4011-000-001-0008 / P69451

Real Estate Contract AFN: 201210050161

**NOTICE OF INTENT TO FORFEIT
PURSUANT TO CHAPTER 61.30
OF THE REVISED CODE OF WASHINGTON**

**TO: EARL L. LYONS
P.O. BOX 1516
BURLINGTON, WASHINGTON 98233**

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) The name, address and telephone number of the seller and the seller's attorney giving notice:

Seller's Name/Address

Morgan Lee Bartlett and Sharon
Lynn Bartlett as co-Trustees of the
Morgan Lee Bartlett and Sharon
Lynn Bartlett Revocable Living
Trust dated Nov. 1, 1993
5902 268th NW
Stanwood, WA. 98292
(360) 629-7319

Attorney's Name/Address

Mervyn C. Thompson
709 South First Street
Mount Vernon, WA 98273
(360) 419-3186

(b) Description of Contract: Real Estate Contract dated October 1, 2012, executed by Earl L. Lyons, a single man, as purchaser, and, Morgan Lee Bartlett and Sharon Lynn Bartlett as co-Trustees of the Morgan Lee Bartlett and Sharon Lynn Bartlett Revocable Living Trust dated Nov. 1, 1993, as seller, which Contract or a memorandum thereof was recorded under Auditor's No. 201210050161, records of Skagit County, Washington on October 5, 2012.

(c) Legal Description of Property:

Tract A, "SKAGIT RIVER COLONY," as per plat recorded in Volume 8 of Plats, pages 65 and 66, records of Skagit County, Washington.

TOGETHER WITH the North 1/2 of vacated Skagit Ridge Road No. 0890 adjacent to and abutting thereon.

Situate in the County of Skagit, State of Washington.

(d) Description of each default under the Contract on which the notice is based:

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

Contract Payments	\$ 1,800
Late Fees	\$ 75
Collection fees and costs	\$ <u>1,570.50</u>
TOTAL	\$ 3,445.50

(e) Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before March 15, 2014 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 or whose interests are otherwise subordinate to the seller's interest in the property and given this notice shall be terminated;
2. The purchaser's rights under the Contract will be cancelled;
3. All sums previously paid under the Contract will be kept by and belong to the seller or other person entitled to them;
4. All of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
5. The purchaser and all persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements to the property, and unharvested crops and timber located on the property to the seller ten days after the declaration of forfeiture is recorded.

(g) 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. Monetary delinquencies:

\$100 owed for the month of April, 2013;	\$1,800
Monthly payments of \$150 due on the 1 st day of each month for the months of May, 2013 through and including December, 2013;	
\$500 due by April 1, 2013 as pay down of principle.	

Late fees of \$7.50 per month for the months of March, 2013 through and including December, 2013	\$75
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TOTAL: \$1,875

(h) The following is an itemized statement of all other payments, charges, fees and costs required to cure the default and, where indicated, reasonable estimates thereof:



ESTIMATED AMOUNTS:

1.	Cost of Title Report	\$270.50
2.	Service/Posting of Notice of Intent to Forfeit (estimated)	\$100
3.	Copying/Postage (estimated)	\$100
4.	Recording Fees (estimated)	\$100
5.	Attorney's Fees	\$1,000

TOTAL: \$1,570.50

The total amount necessary to cure the monetary default is the sum of the amounts in (G)(1) and (H) which is \$3,445.50 plus the amount of any principle and interest 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 Mervyn C. Thompson, Attorney at Law, at the following address:

Mervyn C. Thompson
709 South First Street
Mount Vernon, WA 98273
(360) 419-3186

In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the undersigned before the time that you tender reinstatement so that you may be advised of the exact amount you will be required to pay.

(i) The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or seek an extension of time to cure the default, or both, by commencing a court action prior to the date on which the declaration of forfeiture is recorded.

NO EXTENSION OF THE TIME FOR CURE CAN BE GRANTED FOR DEFAULTS THAT ARE A FAILURE TO PAY MONEY.

(j) You have the right to request a court to determine whether a public sale of the property should be ordered. A public sale may be ordered if the court finds that the fair market value of the property substantially exceeds the sum of the debt owed under the



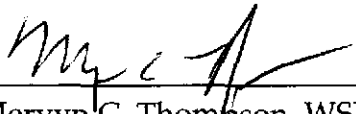
contract and all liens on the property that have a priority over the seller's interest. The excess, if any, of the highest bid at the sale over the amount owed on your contract will be applied to the liens eliminated by the sale and the balance, if any, paid to you. If you wish to request that a court make this determination, you must do so by filing and serving a summons and complaint before a declaration of forfeiture is recorded. If you make such a request, the court will require you to deposit the anticipated sales costs with the clerk of the court.

(k) No other notice of default will be sent to any person. The next notice that you receive will complete the forfeiture.

(l) This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit previously given under this Contract and which deals with the same defaults.

(o) **FAIR DEBT COLLECTION ACT NOTICE:** Any information obtained by the debtor will be used for the purpose of collecting the debt.

Dated this 9th day of December, 2013



Mervyn C. Thompson, WSBA #26991
Attorney for Seller
709 S. 1st Street
Mount Vernon, WA 98273
(360) 419-3186



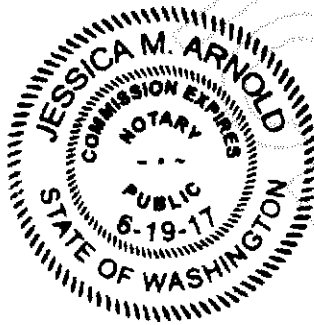
201312090105

STATE OF
WASHINGTON
COUNTY OF SKAGIT

} ss.

I certify that I know or have satisfactory evidence that **MERVYN C. THOMPSON** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 09 day of December 2013.



Jessica M. Arnold

Printed Name

Jessica M. Arnold

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires June 19, 2017



201312090105