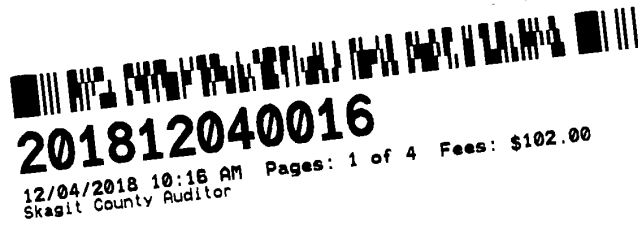


Upon Recording Return to:

Gary W. East

6677 N.E. Windermere Road

Seattle, Washington 98115



Document title: Notice of Intent to Forfeit Real Estate Contract

Reference Number: A.F. no. 201207030055

Sellers' Name: Lionel E. Holbrook (now deceased) and Ellen Holbrook

Purchaser's Name: Jan Hofmann Naylor

Abbreviated Legal Description: Portion of Government Lot 1, Sec. 26, Twp. 35 North, Range 9 East, W.M., situate in Skagit County, Washington

Tax Parcel No.: P44706.

**NOTICE OF INTENT  
TO  
FORFEIT REAL ESTATE CONTRACT**

**TO:** JAN HOFMANN TAYLOR, a single woman, the "purchaser" herein.

**FROM:** ELLEN HOLBROOK individually and the surviving spouse of Lionel E. Holbrook, deceased, the "seller" herein through her agent and guardian Gary W. East, guardian of the estate of Ellen Delores Holbrook. The address of seller is Apartment 367, Brookdale Mill Creek,

14905 Bothell Everett Hwy., Mill Creek, WA 98012 and the address of her agent and guardian is 6677 NE Windermere Road, Seattle, WA 98115, tel. no. (206)528-0800.

**CONTRACT SUBJECT TO FORFEITURE:** Real estate contract dated June 30, 2012 between purchaser Naylor and seller Holbrook recorded July 3, 2012 under Skagit County Auditor's recording number 201207030055.

**LEGAL DESCRIPTION OF PROPERTY:** A portion of Government Lot 1, Section 26, Township 35 No., Range 9 East, W.M. as follows: Beginning at a point on the North line of the County road in said Gov. Lot 1 which is 40 feet westerly from the Southwest corner of that certain tracts of land described on a deed to Epp Shular, which deed was recorded February 20, 1918 in Vol 109 of Deeds, page 488, under Auditor's Fie no. 123871; thence Southwesterly along the North line of said County road as established on January 16, 1920, a distance of 100 feet; then Northerly at right angles to said County road, a distance of 100 feet; thence Northeasterly and parallel to said County road, a distance of 100 feet; thence Southeasterly to the point of beginning. Situate in Skagit County, Washington.

**DEFAULTS:** Forfeiture is sought on the following grounds.

(1) Failure to make required monthly contract payments of Three Hundred and no/100 Dollars (\$300.00) from March 1, 2015 to the present date; for a total of \$13,500.00 principal default amount, exclusive of late charges, default interest from March 1, 2015 calculated at the agreed rate of ten percent (10%) and collection/enforcement expenses.

(2) Failure to maintain the property free of waste, hazardous and toxic substances and materials including motor vehicles in disrepair or abandoned conditions allowing the property to be contaminated with the products and substances therefrom.

(3) Violating local laws and ordinances by permitting human habitation in a storage structure not permitted or authorized for residential purposes.

**FORFEITURE AND CURE DEADLINE:** This real estate contract and all rights thereunder belonging to the purchaser will be forfeited unless the purchaser cures and corrects the default conditions specified above no later than March 1, 2019, a date that is more than 90 days from the date this Notice has been recorded with the Skagit County Auditor's office.

**EFFECTS OF FORFEITURE:** If the defaults above-described have not been timely cured, corrected and otherwise satisfied by March 1, 2019, then:

(1) All rights, titles and interest of the purchaser Jan Hofmann Naylor in and to the real property herein described, shall be forever terminated; And

(2) All rights of the said purchaser under the real estate contract with the seller shall be cancelled and no further effect; And

- (3) All sums previously paid by the purchaser to the seller shall belong to and remain and be forever retained by the seller; And
- (4) Any and all improvements made by the purchaser to the property shall be forfeited to the seller and thereafter belong solely to the seller; And
- (5) The purchaser, Jan Hofmann Naylor, and all other persons occupying the property, shall be required to surrender possession of the property and any improvements thereon, to the seller or her agent ten (10) days after the Declaration of Forfeiture is recorded with the Skagit County Auditor's office.

**REQUIREMENTS TO CURE DEFAULTS:** To cure the defaults above-described, purchaser must:

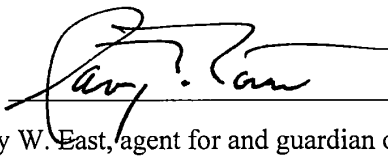
- (1) Pay to seller the principal amount of \$13,500.00, plus monthly payments of \$300.00 coming due from and including December 1, 2018 until the date of cure, late fees of \$50.00 for each monthly payment not timely made since March 1, 2015, and legal costs and recording expenses of this notice estimated to be \$750.00. And,
- (2) Remove from the property all motor vehicles that are inoperable or abandoned. And,
- (3) Evict, remove, and thereafter bar from the outbuilding on the property, all persons occupying or using same for habitation. And,
- (4) Take reasonable steps to prevent any use of the property for storage of vehicles, machinery and other equipment that are in states of disrepair or otherwise inoperable.

**RIGHT TO CONTEST THIS FOREITURE:** As purchaser, you have the right to contest or otherwise challenge this forfeiture and/or to seek an extension of time to cure these defaults by commencing a court action in the Washington Superior Court in and for Skagit County by filing and serving a summons and complaint out of said Court before the Declaration of Forfeiture is recorded with the Skagit County Auditor's office.

**RIGHT TO PUBLIC SALE:** As purchaser, you also have the right to request the Washington Superior Court in and for Skagit County to order a public sale of the property if you believe the property's fair market value substantially exceeds the debt owed by you to the seller such that any excess of proceeds from a public sale will then be paid to you after seller's rights under this contract are fully satisfied.

**NO OTHER NOTICE:** Seller is not required to give any other person notice of default before the final Declaration of Forfeiture completing the forfeiture process hereunder, is given.

**SO NOTIFIED AND DECLARED** this 29<sup>th</sup> day of November, 2018

By: 

Gary W. East, agent for and guardian of Seller, Ellen  
Holbrook individually and as surviving spouse of Lionel E.  
Holbrook, deceased.