



**202301170079**

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Skagit County Auditor

**Filed for Record at Request of:**

David L. Day, Attorney at Law

1023 S Third Street

Mount Vernon WA 98273

DOCUMENT TITLE: NOTICE OF INTENT TO FORFEIT

REFERENCE NUMBER OF RELATED DOCUMENT: 201603010007

GRANTORS: Dianne L. Dalbey

GRANTEES: Romeo N. Ubungen

ABBREVIATED LEGAL DESCRIPTION: Lots 15 & 16 Block 18 Amended Plat of Burlington in Vol 3 of Plats, records of Skagit County

ASSESSOR'S TAX PARCEL NUMBER(S): P 71408, X ref id: 4076-018-016-0005

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

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TO: Diane Dalbey  
135 State St.  
Sedro Woolley, WA 98284

Brandi Martinez  
1017 Hazel Ave.  
Burlington, WA 98233

City of Burlington  
833 S. Spruce St.  
Burlington, WA 98233

Home Options  
226 2<sup>nd</sup> St  
Oakland CA 94607

You are hereby notified that the Real Estate 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, if any the seller's agent or attorney giving the notice:

Romeo Ubungen- Seller  
P O Box 1942  
Mount Vernon, WA 98273

David L. Day- Attorney  
1023 S. 3<sup>rd</sup> St.  
Mount Vernon, WA 98273

- (b) Description of the Contract: Real Estate Contract dated February 29, 2016, executed by Romeo Ubungen, as seller, and Dianne L. Dalbey, as purchaser, which Contract or a memorandum thereof was recorded under No. 201603010007 on March 1, 2016, records of Skagit County, Washington.
- (c) Legal description of property:  
LOTS 15 AND 16, BLOCK 18, AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, 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 for which are given in (g) and (h) below-
  2. Other defaults: Failure to insure and provide proof thereof
- (e) Failure to cure the default on or before April 21, 2023, 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 given this notice shall be terminated;
  2. The purchaser's rights under the Contract shall be cancelled;
  3. All sums previously paid under the Contract shall belong to and be retained by the seller or other persons to whom paid and entitled thereto;
  4. All improvements made to and unharvested crops on the property shall belong to the seller; and
  5. The purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the seller on April 21, 2023.
- (g) 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:
1. Monetary Delinquencies:

Item	Amount
Monthly payments, April 2022 thru January 2023	\$ 6,000.00
County Property Tax 2019-2022	\$11,334.83
Insurance to be reimbursed (per para. 13)	\$ 555.00
<b>TOTAL</b>	<b>\$17,889.83</b>

2. Action(s) required to cure any non-monetary default:  
**Show proof of insurance for January 2023 onward.**  
**Pay property tax when due.**

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

Item	Amount
1. Cost of Title Report	\$ 629.88
2. Service/Posting of Notice of Intent to Forfeit (estimated)	\$ 125.00
3. Copying/Postage (estimated)	\$ 30.00
4. Attorney's Fee	\$1500.00
5. Late Charges	\$ 300.00
6. Recording fees	\$ 207.50
7. Publication (Estimated)	\$ 750.00
<b>Total</b>	<b>\$3242.38</b>

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is **\$21132.21, 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.** You must cure the default prior to April 21, 2023. Monies required to cure the default must be tendered to David L. Day at the following address:

1023 S. 3<sup>rd</sup> St  
Mount Vernon, WA 98273

- (i) **You have a right to contest the forfeiture or seek an extension of time to cure the default, or both. If you wish to exercise this right, you must file and serve a summons and complaint on the seller or seller's agent or attorney before a declaration of forfeiture is recorded. NO EXTENSION OF THE TIME FOR CURE CAN BE GRANTED FOR DEFAULTS THAT ARE A FAILURE TO PAY MONEY.** However, you may not be in default if you have a claim against the seller that would release, discharge, or excuse the default.

(j) You have a 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 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. **No arbitration or judicial action is pending on a claim made by the seller against the purchaser on any obligation secured by the contract.**

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

(l) Additional Information: NONE

EARLIER NOTICE SUPERSEDED: 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.

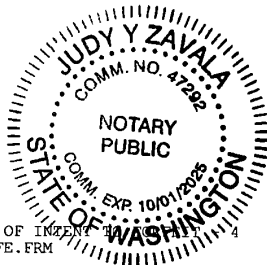
DATED this 17 day of January, 2023.

David L. Day  
David L. Day

STATE OF WASHINGTON )  
COUNTY OF SKAGIT )

On this 17 day of January, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David L. Day to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of January, 2023.



Judy Y. Zavala  
NOTARY PUBLIC for Washington.  
My Commission Expires: 10-01-2025  
Residing in Burlington