



202301170080

01/17/2023 02:53 PM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

Filed for Record at Request of:

David L. Day, Attorney at Law

1321 S Second Street

Mount Vernon WA 98273

DOCUMENT TITLE: NOTICE OF INTENT TO FORFEIT

REFERENCE NUMBER OF RELATED DOCUMENT: 201811200075

GRANTOR/VENDOR: Romeo Ubungen

GRANTEE/VENDEE: Brandi Martinez

ABBREVIATED LEGAL DESCRIPTION: Lots 5,6,and 7 Block 118 Amended Plat of Burlington

ASSESSOR'S TAX PARCEL NUMBER(S): P72036 XRefID 4076-118-007-0004

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

TO:

Brandi Martinez
1017 Hazel Ave.
Burlington, WA 98233

HomeOptions Inc
226 2nd St
Oakland CA 94607

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

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 and attorney giving the notice:

Romeo Ubungen
P O Box 1942
Mount Vernon, WA 98273

David L. Day, Attorney
1023 S. 3rd St
Mount Vernon, WA 98273

- (b) Description of the Contract: Real Estate Contract dated November 20, 2018, executed by Romeo Ubungen, as seller, and Brandi Martinez, as purchaser, which Contract or a memorandum thereof was recorded under No. 20181200075 on November 20, 2018, records of Skagit County, Washington.
- (c) Legal description of property:
LOTS 5, 6 AND 7, BLOCK 118, AMENDED PLAT OF BURLINGTON, 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 pay taxes and insure
- (e) Failure to cure the default on or before April 23, 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 canceled;
 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 23, 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 of \$863, April 2022 to January 2023	\$8630.00
Insurance paid by seller	\$ 791.00
Late Payment Penalty	\$ 431.50
	\$
TOTAL	\$9852.50

2. Action(s) required to cure any non-monetary default:

Pay taxes current and show proof of same. Show proof of insurance from January 1, 2023 onward.

- (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	\$ 735.22
2. Service/Posting of Notice of Intent to Forfeit (estimated)	\$ 150.00
3. Copying/Postage (Estimated)	\$ 30.00
4. Attorney's Fee	\$1500.00
5. Long Distance Phone Charges	\$ N.A.
6. Late Charges	\$ See above
7. Recording Fees	\$ 412.00
8.	\$
Total	\$2827.22

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is **\$12679.72**, 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 23, 2023. Monies required to cure the default may be tendered to David L. Day at the following address:

1023 S. 3rd 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 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

