



199909080065

Kathy Hill, Skagit County Auditor  
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RECORDED AT THE REQUEST OF  
AND AFTER RECORDING RETURN TO:

FOSTER PEPPER & SHEFELMAN  
1111 Third Avenue #3400  
Seattle, WA 98101

**NOTICE OF INTENT TO FORFEIT**

FIRST AMERICAN TITLE CO.

Grantor:

Grantee:

Legal Description: LOT 47 BLOCK D CAPE HORN  
Official legal description on page \_\_\_\_

Assessor's Tax Parcel ID#: 3868-004-047-0002

TAYLOR/32023  
32023

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

TO:

DARWIN TAYLOR  
MRS. DARWIN TAYLOR  
TOMMY C. TAYLOR  
PATRICIA TAYLOR  
MICHAEL SCOTT PARKER  
DEBBIE PARKER

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) SELLER: Don Payne & Della Payne  
P.O. Box 628  
Duvall, WA 98019

JOHN W. SMITH & JOYCE E. SMITH  
P.O. BOX "N"  
CONCRETE, WA 98273

2525 34TH PLACE  
MT. VERNON, WA 98273

AGENT/ATTORNEY:

WILLARD HATCH  
FOSTER PEPPER & SHEFELMAN  
1111 THIRD AVE., #3400  
SEATTLE, WA 98101  
(206) 386-5470

(b) DESCRIPTION OF THE CONTRACT: Real Estate Contract dated June 30, 1999, executed by Donnie G. Payne and Della R. Payne, husband and wife, and John W. Smith and Joyce E. Smith, as Joint Tenants with Rights of Survivorship, each as to an undivided one-half interest, as seller, and Darwin Taylor, a single individual, and Tommy C. Taylor and Patricia Taylor, husband and wife, and Michael Scott Parker and Debbie Parker, husband and wife, as Joint Tenants, as purchaser, which Contract or a memorandum thereof was recorded under No. 9407080038 on July 8, 1994, records of SKAGIT County, Washington.

(c) Legal Description of the Property:

LOT 47, BLOCK "D", "PLAT OF CAPE HORN ON THE SKAGIT, DIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 92 TO 97, INCLUSIVE, 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:

Failure to make the monthly payments and/or late charges for the months beginning .

2. Other defaults:

(e) Failure to cure all of the defaults listed in (d) as provided in (g) and (h) on or before December 10, 1999, 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 who are given this notice, shall be terminated;

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 person to whom paid and entitled thereto;

4. 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

5. The purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops and timber to the seller ten (10) days after the declaration of forfeiture is recorded.

(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:

Monthly Payments:

3 monthly payments at \$300.00 each; (July 1, 1999 through September 1, 1999.) \$900.00

Late Charges:

2 late charges of \$15.00 for each monthly payment not made within 15 days of its due date. 30.00

Total Monthly Payments and Late Charges: \$930.00

2. Action(s) required to cure any nonmonetary default:

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

a. Cost of Title Report (Estimated)	\$334.18
b. Service/Posting of Notices (Estimated)	50.00
c. Copying	10.00
d. Postage	10.00



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e. Attorney's fee	550.00
f. Long Distance Telephone Charges	15.00
g. Recording fees	45.00
<b>TOTAL CHARGES, COSTS AND FEES:</b>	<b>\$ 1,014.18</b>

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$2,958.36, 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 WILLARD HATCH, FOSTER PEPPER & SHEFELMAN at the following address: 1111 Third Avenue, Suite 3400, Seattle, WA 98101

(i) The person(s) to whom this notice is given have the right to contest the forfeiture, or seek an extension of time to cure the default, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

(j) The person(s) to whom this notice is given have 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 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.

(k) The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, except as provided in the Contract or other agreement as follows:

(l) Additional information:

DATED this 2<sup>nd</sup> day of September, 1999.

FOSTER PEPPER & SHEFELMAN  
 BY: Willard Hatch  
 WILLARD HATCH  
 1111 Third Avenue #3400  
 Seattle, WA 98104  
 (206) 386-5470

STATE OF WASHINGTON )  
 COUNTY OF KING )

)ss

On this day personally appeared before me WILLARD HATCH, to me known to be the individual 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 2<sup>nd</sup> day of September, 1999.

Christopher S. Ashcraft  
 Christopher S. Ashcraft  
 NOTARY PUBLIC in and for the State  
 of Washington, Residing at Seattle  
 My appointment expires: 3/9/02

