



Kathy Hill, Skagit County Auditor
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After Recording Return to:
Jack O. Swanson
1200 Harris Avenue, #307
Bellingham, WA 98225

Document Title: Notice of Intent to Forfeit
Grantor: Jack O. Swanson, Margery Queen Swanson
Grantee: Douglas J. Becktel
Legal: Ptn NE ¼ NE ¼ 30-34-5 E WM
Parcel #: 340530-1-002-0005

LAND TITLE COMPANY OF SKAGIT COUNTY
P-94045

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

TO: Douglas J. Becktel
16075 Beaver Lake Rd.
Mount Vernon, WA 98273
Skagit County a Municipal Corp.
Skagit County Prosecuting Atty
605 S. 3rd
Mount Vernon, WA 98273

Errol Hanson
P. O. Box 508
Sedro Woolley, WA 98284

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 names, addresses and telephone numbers of the seller and their attorney giving notice are:

SELLER:

Margery Swanson
2413 E. Sunset Dr.
Bellingham, WA 98226

ATTORNEY:

Belcher, Swanson, Lackey, Doran,
Lewis & Robertson, P.L.L.C.
1200 Harris Avenue, #307
Bellingham, WA 98225
(360) 734-6390

B. Description of the Contract. The Real Estate Contract is dated April 15, 1986, recorded March 10, 1986, wherein Margery Swanson is Seller, and Douglas Becktel and Lisa Becktel, are Purchasers, recorded under Skagit County Auditor's File No. 8603100081. Purchaser's interest thereunder assigned by instrument to Douglas J. Becktel under Auditor's File No. 9209040048.

C. Legal Description of the Property.

The West 230 feet of that portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 34 North, Range 5 East, W.M., lying Southerly of the Gunderson County Road, as measured by a line drawn parallel with and 230 feet East of the West line of said subdivision.

Except that portion Easterly of Nokachamps Creek, if any, as conveyed to Rome Montle and Sidney Montle, husband and wife, by Deed dated October 18, 1961, and recorded November 2, 1961, under Auditor's File No. 614038.

Situate in Skagit County, Washington.

D. Description of each default under the Contract on which this Notice is Based.

1. Failure to pay the following past due items, the amounts and itemization for which are given in section G below.

- (a) Monthly Payments; and
- (b) Real Estate Taxes.



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E. The contract will be forfeited if all defaults listed in section G below are not cured by the 30th day of November, 2000

F. Forfeiture of the contract will result in the following:

1. All right, title, and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property 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 person to whom paid and entitled thereto;
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 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 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:

Last payment was made on February 17, 1996. The agreed upon monthly payment is \$350.00, and no payments have been made since February 17, 1996.

Monthly Payments 3/17/96 – 8/17/00 (\$350 x 54) \$18,900.00, which exceeds the outstanding balance of \$7,236.59, with interest paid to 2/17/96.

2. REAL ESTATE TAXES

Provide us with a copy of a receipt from the Skagit County Treasurer evidencing payment of all delinquent real estate taxes



H. Total Amount Due. The total amount necessary to cure the default is the sum of the amount in section G, \$7,236.59 principal, plus interest at the rate of ten percent (10%) per annum from February 17, 1996, until paid in full. Monies required to cure the default may be delivered to JACK O. SWANSON at the following address:

BELCHER, SWANSON, LACKEY, DORAN,
LEWIS & ROBERTSON, P.L.L.C.
1200 Harris Avenue, Suite 307
Bellingham, WA 98225

and must be in form of a cashier's check or lawful money of the United States.

J. The person to whom this notice is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.

K. The person to whom the notice is given may have the right to request a court to order a public sale of the property; that 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; that the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the purchaser; that the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and that any action to obtain an order for public sale must be commenced by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

L. The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom, when, and how it is required to be given; and any additional information required by the contract or other agreement with the seller, to-wit: None.

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 16th day of August, 2000.

By *Jack O. Swanson*
JACK O. SWANSON
Attorney for Seller
1200 Harris Avenue, Suite 307
Bellingham, WA 98225

STATE OF WASHINGTON)

)ss.

COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that JACK O. SWANSON, signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as attorney for Margery Swanson, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

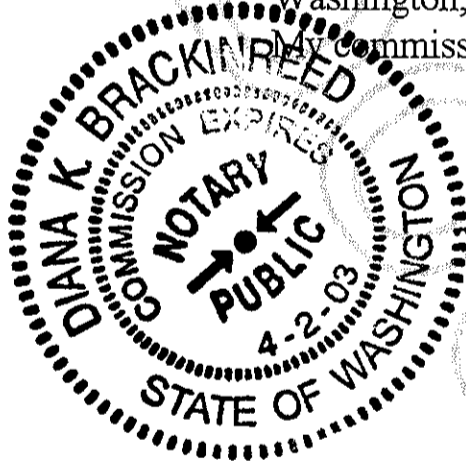
SUBSCRIBED AND SWORN to before me this 16th day of August, 2000.

Diana K. Brackinreed

NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham.

My commission expires: 4-2-03

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