



200310270112
Skagit County Auditor

10/27/2003 Page 1 of 5 10:18AM

Document Title: Notice of Intent to Forfeit

Reference Number: 200306130253

Grantor(s):

additional grantor names on page ___

1. Sparkowich, Ronald
2. Sparkowich, Nancy

Grantee(s):

additional grantee names on page ___

1. Wilkins, Donald L.
2. Wilkins, marlene

Abbreviated legal description:

full legal on page(s) ___

Lts 150-151 Cascade River Drive 1

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ___

P63700
P63701

NOTICE OF INTENT TO FORFEIT

Pursuant to Revised Code of Washington
Chapter 61.30.060 and .070

TO: Donald L. Wilkins
Marlene Wilkins
7990 Acorn Lane
Marblemount, WA 98267

YOU ARE HEREBY NOTIFIED that the Real Estate Contract (hereinafter "Contract") described below is in default and you are provided the following information with respect thereto:

A. Seller:

Ronald Sparkowich and Nancy Sparkowich
P.O. Box 7
Marblemount, WA 98267
(360) 873-4133

B. Description of Contract:

Real Estate Contract dated April 27, 2003, executed by Ronald Sparkowich and Nancy Sparkowich as Sellers, and Donald Wilkins as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 200306130253 on June 13, 2003, records of Skagit County, Washington.

C. Legal Description of the Property:

Cascade River Park No. 1, Lot 150 and 151

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 of which are given in (G) and (H) below: payment in the amount of **\$3,449.79**.
2. The following non-monetary defaults:
Does not apply.



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E.

Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before February 1, 2004, will result in 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 subordinate to the seller's interest, 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 person to whom paid and entitled thereto;
4. All of the purchaser's rights in all improvements made to the property, to all unharvested crops and timber on the property shall belong to the seller;
5. The purchaser and all 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 recording of the Declaration of Forfeiture, which is on or after February 1, 2004.

G.

The following is a statement of payments of money in default and, where indicated, reasonable estimates thereof and for any defaults not involving the failure to pay money, the actions required to cure the default:

1. Monetary delinquencies:

Item	Amount
Monthly real estate contract payments due as of 10/20/03	\$1,251.79
Late Fees	\$ 120.00

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

Not applicable.



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H.

The following is an itemized statement of all other payments, charges, fees and costs required to cure the defaults and, where indicated, reasonable estimates thereof:

Item	Amount
1. Cost of title report	\$ _____
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 50.00
3. Copying/postage	\$ _____
4. Recording fees (estimated)	\$ 28.00
5. Attorney's fees (estimated)	<u>\$2,000.00</u>
 TOTAL:	 \$2,078.00

The total amount necessary to cure the monetary default is the sum of the amounts in (G)(1) and (H), which is **\$3,449.79** 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 and other documents required to cure the default may be tendered to: Christopherson Law Firm, PLLC, 325 Pine Street, Suite C, Mount Vernon, WA 98273.

I.

Any person to whom this notice is given has 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 filing and serving a summons and complaint before the Declaration of Forfeiture is recorded, which is on or after February 1, 2004. **NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.**

J.

Any person to whom this notice is given may have the right to request a court to order a public sale of the property, and 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, which is on or after February 1, 2004.

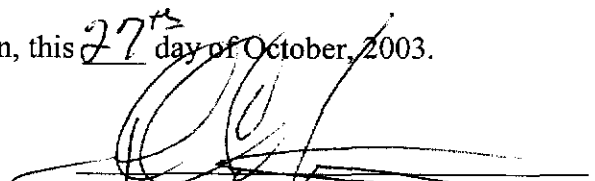


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K.

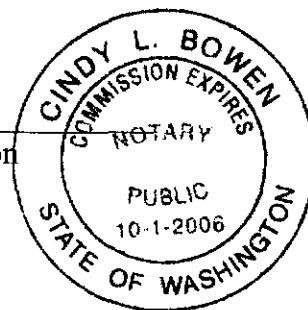
The seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

Signed at Mount Vernon, Washington, this 27th day of October, 2003.


John A. Christopherson, WSBA# 24814
Attorney for Seller

SUBSCRIBED AND SWORN to before me this 27th day of October 2003, at Mount Vernon, Washington.

Cindy L. Bowen
Notary Public in and for Washington
Residing in Mount Vernon
My commission expires:
10-1-2006



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