



200402130102

Skagit County Auditor

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## DECLARATION OF FORFEITURE

Pursuant to Revised Code of Washington  
Chapter 61.30

**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 that you have failed to remedy said default(s) as required by and included within the "Notice of Intent to Forfeit" (hereinafter referred to as the "Notice") which was timely served upon you as per RCW 61.30. This document is a Declaration of Forfeiture as per said forfeiture statute wherein you are provided the following information with respect thereto:

**A. Seller:**

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

672  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 13 2004

Amount Paid \$ 0  
Skagit Co. Treasurer  
By Deputy

**B. Description of Contract:**

Real Estate Contract dated April 27, 2003, executed by Ronald Sparkovich and Nancy Sparkovich 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 forfeiture 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.

**E.**

Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before February 1, 2004, which immediately, as of service, filing and recording of the this Declaration of Forfeiture results in full forfeiture of the Contract and all interests and rights of the Purchaser's in the subject named property and residence.

**F.**

This Declaration of Forfeiture hereby results 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, are hereby terminated;
2. Any and all purchasers' rights under the Contract are hereby terminated;
3. All sums previously paid under the Contract hereby belong to and are to be retained by the seller or other person to whom paid and are 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 are terminated and hereby belong to the seller, and;
5. The purchaser and all persons occupying the property whose interests are forfeited are hereby required to surrender possession of the property, improvements and unharvested crops and timber to the seller within ten (10) days after recording of the Declaration of Forfeiture, which is on or after February 10, 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



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

Not applicable.

**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 which was 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 expired. (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



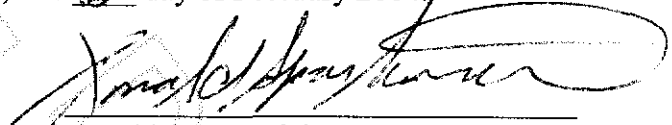
summons and complaint before the Declaration of Forfeiture is recorded, which is on or after February 10, 2004.

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

**L.**  
The purchaser and any other person claiming any interest in the purchaser's rights under the contract or in the property who are were given the notice of intent to forfeit and this declaration of forfeiture have the right, for a period of 60 days following the date the declaration of forfeiture is recorded, to commence a court action to set the forfeiture aside if the seller did not have the right to forfeit the contract or failed to comply with this chapter (RCW 61.30).

**M.**  
This Forfeiture was conducted in compliance with all requirements of RCW 61.30 and all applicable provisions of the Real Estate Contract at issue herein.


Signed at Mount Vernon, Washington, this 13<sup>th</sup> day of February 2004.

  
\_\_\_\_\_  
Ronald Sparkowich, Seller

  
\_\_\_\_\_  
Nancy Sparkowich, Seller

**SUBSCRIBED AND SWORN** to before me this 13<sup>th</sup> day of February 2004, at Mount Vernon, Washington.



  
\_\_\_\_\_  
Notary Public in and for Washington  
Residing in Mount Vernon  
My commission expires: 5-29-05



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