

AFTER RECORDING RETURN TO:

William R. Allen
PO Box 437
Sedro-Woolley, WA 98284



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Skagit County Auditor

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Grantor.	Zavala, Angelita
Grantee.	Candia, Reynaldo and Anita Public
Abbrev. Leg.	Lot 6 and ptn Lot 7, Block 43, AMENDED PLAT OF BURLINGTON
Tax Parcel No.	4076-043-007-0004/P71585
Real Estate Contract AFN.	8806300091
PACD	9006040099

**NOTICE OF INTENT TO FORFEIT
Pursuant to Chapter 61.30
of the Revised Code of Washington**

**TO: Reynaldo Candia
Anita Candia
320 N. Oscar Street
Harlingen, Texas 78552**

**Reynaldo Candia
Anita Candia
c/o Mike Martindale
616 E. Fairhaven
Burlington, WA 98233**

**Skagit Valley Chapter
American G.I. Forum
c/o Reynaldo Candia
320 N. Oscar Street
Harlingen, Texas 78552**

**Skagit Valley Chapter
American G.I. Forum
c/o Daniel Felix
1910 Mountain View Drive
Mount Vernon, WA 98273**

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 or attorney giving notice:

Angelita V. Zavala
Seller's Name
1237 Francis Street
Burlington, WA 98233

William R. Allen
Attorney's Name
P.O. Box 437
Sedro Woolley, WA 98284
(360) 855-1431

(b) Description of the Contract: Real Estate Contract dated June 15, 1988, executed by Angelita V. Zavala, as seller, and Martin Cabello, as buyer, which Contract or memorandum thereof was recorded under No. 8806300091 on June 30, 1988, records of Skagit County, Washington, and the vendee's interest thereunder assigned by the Purchaser's Assignment of Contract and Deed dated February 12, 1990, executed by Martin Cabello, as Grantor, and Reynaldo Candia and Anita Candia, husband and wife, and Skagit Valley Chapter American G.I. Forum, as Grantees, recorded under No. 9006040099 on June 4, 1990, records of Skagit County, Washington.

(c) Legal description of the property.

Lot 6 and the East 10 feet of Lot 7, Block 43, AMENDED PLAT OF BURLINGTON, according to the plat thereof recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

Situate in Skagit County, Washington.

(d) Description of each default under the Contract on which 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:

a) Installment payments for January and February, 2004, due under Paragraph I.A. of the contract.

b) Real property taxes for years 2001, 2002, and 2003, as required under Paragraph II. 7. of the contract.

c) Water and sewer charges as required under Paragraph II. 9. of the contract.

2. Other Defaults:

Failure to provide proof of insurance as required under Paragraph II. 8 of the contract.

(e) Failure to cure the default on or before June 15, 2004, will result in forfeiture of the Contract.

(f) The forfeiture of the Contract will result in the following:

1. the buyer's right, title and interest in the property will be terminated;

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2. the right, title and interest in the property of others whose interests are subordinate to the buyer will be terminated;

3. the buyer's rights under the Contract will be canceled;

4. all sums previously paid under the Contract will be kept by and belong to the seller or other person entitled to them;

5. all improvements made to, and unharvested crops and timber located on, the property will belong to the seller; and,

6. the buyer and all other persons occupying the property will be required to surrender possession of the property, improvements to the property, and unharvested crops and timber located on the property to the seller on June 15, 2004, if their interests have been forfeited.

(g) The following is a statement of the 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:

<u>Item</u>	<u>Amount</u>
Installment payments due January 15, 2004, and February, 15, 2004, in the amount of \$426.16 each	\$ 852.32
Real property taxes for the years 2001, 2002, and 2003, together penalties and interest	\$ 5,407.91
Unpaid water and utility charges (approximate)	\$ <u>1,500.00</u>
TOTAL \$	7,760.23

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

Provide proof of insurance showing the seller as a named insured as required by Paragraph II. 8. of the contract.

(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. Title report	\$ 400.00
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 100.00
3. Copying/postage (estimated)	\$ 25.00
4. Attorney's fees (estimated)	\$ 400.00
5. Recording fees	\$ <u>25.00</u>
TOTAL \$	950.00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$ 8,710.23, 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 June 15, 2004. Monies required to cure the default may be tendered to William R. Allen, attorney at law, at the following address:

120 Woodworth Street
 PO Box 437
 Sedro-Woolley, WA 9284

Contact William R. Allen prior to making payment to obtain the proper amount needed to reinstate. All payment must be made by cash, cashier's check, money order, or other certified funds.

If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph (g)(2) by June 15, 2004.

(i) You have a right to contest the forfeiture or seek an extension of time to cure the default, or both. If 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 have a claim against the seller that would release, discharge, or excuse the default.

(j) You have a right to request a court to determine whether a public sale of the property should be ordered. A public sale may be ordered if the court finds that the fair



market value of the property substantially exceeds the sum of the debt owed under the contract and all liens on the property that have a priority over the seller's interest. The excess, if any, of the highest bid at the sale over the amount owed on your contract will be applied to the liens eliminated by the sale and the balance, if any, paid to you. If you wish to request that a court make this determination, you must do so by filing and serving a summons and complaint before a declaration of forfeiture is recorded. If you make such a request, the court will require you to deposit the anticipated sales costs with the clerk of the court.

(k) No other notice of default will be sent to any person. The next notice that you receive will complete the forfeiture.

(l) Additional Information (any addle information required by the contract or other agreement and any addle inf. seller elects to include that is consistent with statute and contract or other agreement)

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

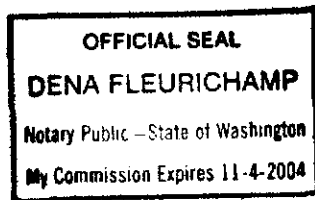
DATED this 4 day of March, 2004.

William R. Allen
William R. Allen, Attorney for Seller

STATE OF WASHINGTON)
 : ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that William R. Allen is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 4, 2004.



Dena Fleurichamp
Dena Fleurichamp
NOTARY PUBLIC in and for the State of
Washington, residing at Sedro Woolley.

My appointment expires: 11/4/2004

