



200408250065
Skagit County Auditor

8/25/2004 Page

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6 11:06AM

AFTER RECORDING RETURN TO:

Bishop, White, Miersma & Marshall, P.S.
Attn: Jennifer L. Aspaas
720 Olive Way, #1301
Seattle, WA 98101-1801

FIRST AMERICAN TITLE CO.

82149

HOSLEY / File Number: 103-X4547.05

Document Title(s):

Notice of Intent to Forfeit

Reference Number(s) of Documents assigned or released:

200001070014

Grantor:

1. Richard Hosley, an unmarried individual

Grantee:

1. Industrial Credit Union

Abbreviated Legal Description as follows:

Lots 21 and 22, "WHITE FALLS ESTATES"

Complete legal description is on Page 2 of document

Assessor's Property Tax Parcel/Account Number(s):

4039-000-022-0001 (P70326)

AFTER RECORDING RETURN TO:
Jennifer L. Aspaas
Bishop, White, Miersma & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, Washington 98101

Hosley, Richard and Jane Doe
File No. 103.x4547.05

NOTICE OF INTENT TO FORFEIT

NOTICE: YOU ARE HEREBY NOTIFIED THAT THE AMOUNT OF YOUR INDEBTEDNESS TO INDUSTRIAL CREDIT UNION is \$6,198.84, PLUS INTEREST, FEES, COSTS AND ADVANCES IDENTIFIED BELOW, IF ANY.

UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 30-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND WILL BE MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 30 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

NOTICE: WE ARE DEBT COLLECTORS AND ARE ATTEMPTING TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

Pursuant to the Real Estate Contract Forfeiture Act, RCW 61.30, et seq.

TO: Vendees and Successors in Interest and Parties Entitled to Notice:

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 of the seller's attorney is:

SELLER
Industrial Credit Union
1100 N. State Street Bank
Bellingham, WA 98227
Telephone: c/o Attorney for Seller
(206) 622-5306



ATTORNEY FOR SELLER

Jennifer L. Aspaas
Bishop, White, Miersma & Marshall, P.S.
720 Olive Way, Suite 1301
Seattle, Washington 98101
Telephone: (206) 622-5306

1. Description of Contract.

Real estate contract executed by Industrial Credit Union, as Seller, and RICHARD HOSLEY an unmarried individual, as Purchaser, dated December 30, 1999 and recorded on January 7, 2000, under Auditor's No. 200001070014 in the official records of Skagit County, Washington.

2. Description of Property.

The above-noted real estate contract is for the sale and purchase of real property legally described as:

LOTS 21 AND 22, "WHITE FALLS ESTATES", AS PER PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 75, RECORDS OF SKAGIT COUNTY, WASHINGTON

Tax Parcel Number 4039-000-021-0002 and 4039-000-022-0001.

And 1984 Prowler Fifth Wheel, VIN #1EC5F3521E2339677.

3. Statement of Default(s) and Itemized Arrearage.

This notice of intent to forfeit is based upon the following default of purchaser:

A. Failure to pay the following amounts, now in arrears:

Monthly Payments - 5/5/04 to 8/5/04 @ 105.00 per month	\$420.00
Late Charges/Fees:	\$ 21.00
Total Payments & Late Charges/Fees:	\$441.00

4. Other Charges, Costs and Fees.

In addition to the amounts specified above, you are required to pay the following charges, fees and costs to cure the default(s), if the defaults are cured before the declaration of forfeiture is recorded; where indicated such sums are estimated:

a. Cost of Title Report: \$ 248.17



b.	Photocopies (estimated):	\$ 15.00
c.	Postage (estimated):	\$ 40.00
d.	Attorney's Fees - Contract Forfeiture:	\$ 750.00
e.	Recording Fees (estimated):	\$ 40.00
f.	Long Distance Telephone Charges(est):	\$ 10.00
	Total Other Charges, Costs and Fees:	\$1,103.17

5. Cure of Default.

The total amount necessary to cure the default(s) is the sum of Paragraphs 3 and 4 above, **\$1,544.17**, PLUS the amount of any monthly 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, and any additional fees and costs incurred after the date of this notice. In addition, you must pay all delinquent real property taxes on the property and provide the undersigned with adequate evidence said taxes are paid in the form of a RECEIPT FOR PROPERTY TAXES PAID BY CASH OR CASHIERS CHECK ONLY, NO PERSONAL CHECKS OR MONEY ORDERS).

MONIES TO CURE THE DEFAULT MUST BE TENDERED TO:

Bishop, White, Miersma & Marshall, P.S.
 Attention: Jennifer L. Aspaas
 720 Olive Way, Suite 1301
 Seattle, WA 98101-1801
 (206) 622-5306

You should contact the above law office concerning the exact amount of monies necessary to cure the default(s). CASHIER'S CHECK, WIRE TRANSFER OR CASH ONLY; NO PERSONAL CHECKS OR MONEY ORDERS.

6. Effective Date of Forfeiture.

Failure to cure all defaults as set forth above on or before **NOVEMBER 24, 2004** will result in the forfeiture of the contract. Said date is the effective date of forfeiture of the contract.

7. Effect of Forfeiture.

The effect of forfeiture of the real estate contract includes the following:

a. 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 given this Notice shall be terminated.



- b. The purchaser's rights under the Contract shall be cancelled.
- c. All sums previously paid under the Contract shall belong to and be retained by the Seller or other persons to whom paid and entitled thereto.
- d. All of the purchaser's rights and the rights of all persons who claim through the purchasers and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller.
- e. The purchaser, all persons claiming through the Purchaser given this Notice, 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.

8. Recourse to the Courts.

- a. The persons 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.

- b. The persons to whom this Notice is given may 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: if the highest bid at such a public sale exceeds the debt owed under the contract (including other payments, charges, fees and costs permitted to the Sellers), the excess will be applied to the liens eliminated by the sale and the balance, if any, paid to the Purchasers or person who has succeeded to the interest of the Purchasers; the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and, 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.

9. No Other Notice is Required to Be Given Before Forfeiture.

THE SELLER IS NOT REQUIRED TO GIVE ANY PERSON ANY OTHER NOTICE OF DEFAULT BEFORE THE DECLARATION, WHICH SHALL COMPLETE THE FORFEITURE, IS GIVEN.



