## AFTER RECORDING RETURN TO:

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



Abbrev. Leg.

Lot 41, Block H, CAPE HORN ON THE SKAGIT, DIVISION NO. 2

Tax Parcel No.

3869-008-041-0008/P63277

Real Estate Contract AFN.

200207080008

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

TO: Maxine M. Kjvorsvik

214 N. Township Street
Sedro Woolley, WA 98284

Kathleen Brennan

Floyd Hintz

P.O. Box 866

Concrete, WA 98237

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:

Security Investors, Inc.	William R. Allen
Seller's Name	Attorney's Name
P.O. Box 319	P.O. Box 437
Burlington, WA 98233	Sedro Woolley, WA 98284
Address	Address
	(360) 855-1431
Telephone Number	Telephone Number

(b) Description of the Contract: Real Estate Contract dated June 18, 2002, executed by Maxine M. Kjvorsvik, as seller, and Floyd Hintz and Kathleen Brennan, as buyers, which Contract or memorandum thereof was recorded under No. 200207080008 on July 8, 2002, records of Skagit County, Washington, in which the Seller's interest was transferred to Security Investors, Inc., by Seller's Assignment of Contract and Deed dated

July 5, 2002, executed by Maxine Kjvorsvik, as Grantor, and Security Investors, Inc., a Washington corporation, as Grantee, which was recorded under No. 200207080009 on July 8, 2002, records of Skagit County, Washington.

(c) Legal description of the property is:

Lot 41, Block H, CAPE HORN ON THE SKAGIT, Division No. 2, as per plat recorded in Volume 9 of Plats, pages 14 through 19, inclusive, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

Together with 1976 Ridgewood 60x12 Mobile Home, Serial No. L09R10409, located thereon.

- (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:

Monthly payments of \$450 each, due the 10<sup>th</sup> day of each month February through July, 2005, together with late fees of \$22.50 per month.

- 2. Other Defaults:
- (e) Failure to cure the default on or before October 25, 2005, 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;
  - 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,

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- 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 October 25, 2005, 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:

Item		Amount
Monthly payments of \$450, due		
the 10 <sup>th</sup> day of each month,		
Feb. 10, 2005 – July 10, 2005	\$	2,700.00
Late fees, \$22.50 per month	\$	135.00
	TOTAL \$	2,835.00

- 2. Action(s) required to cure any nonmonetary default:
- (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	\$ 300.00
<ol> <li>Service/posting of Notice of Intent to Forfeit (estimated)</li> </ol>	\$ 100.00
3. Copying/postage (estimated)	\$ 25.00
4. Attorney's fees (estimated)	\$ 400.00
5. Recording fees	\$50.00
	TOTAL \$ 925,00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$3,760.00, plus the amount of any payments and late charges which fall

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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 October 25, 2005. 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

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 October 25, 2005.

(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.
- (I) 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)

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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 15 day of July, 2005.

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

2005.



Dena Fleurichamp

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

My appointment expires: 11/4/2008