



201205070029

Skagit County Auditor

5/7/2012 Page

1 of

5 12:25PM

FILED FOR RECORD AT REQUEST OF  
AND RETURN ORIGINAL TO:

*Keith A. Bode*

Attorney at Law

P.O. Box 688

Lynden, WA 98264-0688

TEL: 360-354-5021

GRANTOR/VENDOR/SELLER(S):

1. VANDERWAY, GEORGE

GRANTEE/VENDEE/PURCHASER(S):

1. SEIBERT, JEFFRE

LEGAL DESCRIPTION:

Abbreviated: Ptn. Tract N, First Addition Big Lake Waterfront Tracts, §6, T33N, R5E

Full legal is found beginning on page two.

ASSESSOR'S PARCEL NUMBER:

1. #P62144 #3863-000-128-0106

REFERENCED DOCUMENT:

1. Real Estate Contract, AF# 200107200081  
Reference is on second page

## **Notice of Intent to Forfeit Real Estate Contract**

TO: JEFFRE SEIBERT

5004 80<sup>th</sup> St. NE

Marysville, WA 98270-3516

**Notice of Intent to Forfeit, Page 2 of 5**  
VANDERWAY to SEIBERT Contract

**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 the notice:**

Seller:

GEORGE VANDERWAY  
4244 Sweet Road  
Blaine, WA 98230-9109

TEL (360) 739-1370

Seller's Attorney:

KEITH A. BODE  
314 - 5<sup>th</sup> Street  
P.O. Box 688  
Lynden, WA 98264-0688

TEL (360) 354-5021

**B. Description of the contract:** Real Estate Contract dated July 17, 2001, executed by GEORGE VANDERWAY, then a single man, as Seller, and JEFFRE SEIBERT, a married man as his separate property, as Purchaser, which contract was recorded under Skagit County Auditor's File No. 200107200081, on July 20, 2001, records of Skagit County, Washington.

JEFFRE SEIBERT is also known as JEFF SEIBERT and at all times materials hereto has been married to AMBER L. SEIBERT.

**C. Legal description of the property:**

That portion of Tract N, *First Addition Big Lake Waterfront Tracts*, according to the plat thereof recorded in Volume 4 of Plats, Page 15, records of Skagit County, Washington, lying West of West Big Lake Boulevard, as conveyed to Skagit County by deed recorded under Auditor's File No. 618302, records of Skagit County, Washington;

SUBJECT TO: Easements, restrictions, reservations, covenants, conditions, agreements, rights of way and zoning ordinances, if any, enforceable in law and equity, and fully set forth in the preliminary title commitment issued by Island Title Company under their Order No. B18402;

ALSO SUBJECT TO: An assessment recorded October 14, 1994, under Skagit County Auditor's File No. 9410140045, in favor of Local Utility District No. 16, the original balance was \$3,960.42, the Contract Purchaser agrees to assume and pay annually.

Situate in the County of Skagit, State of Washington.

**D. Description of each default under the contract on which the notice is based:**



201205070029  
Skagit County Auditor

**Notice of Intent to Forfeit, Page 3 of 5**  
**VANDERWAY to SEIBERT Contract**

1. Failure to timely pay real estate taxes and assessments payable in 2009 as required by Paragraph 12 of the Real Estate Contract; these taxes were paid by Seller on April 30, 2012, in order to forestall tax foreclosure. Purchaser owes Seller \$1,609.94 (\$1,533.28 taxes plus a late charge of \$76.66 (5%)) pursuant to Paragraph 14 of the Real Estate Contract.
2. Failure to timely pay real estate taxes and assessments payable in 2010, 2011 and 2012 (first half) as required by Paragraph 12 of the Real Estate Contract.
3. Failure to timely pay \$785.12 installment of principal and interest due January 15, 2011, as required by Paragraph 4(c) of the Real Estate Contract.
4. Failure to timely pay payoff balance of \$94,667.04 (\$94,584.12 principal balance plus \$82.92 accrued interest) by contract balloon date of July 19, 2011, as required by Paragraph 4(c) of the Real Estate Contract.
5. Failure to pay \$2,377.99 of the \$4,733.35 (5% of the July 19, 2011, payoff balance of \$94,667.04) late charge imposed July 29, 2011, under Paragraph 9 of the Real Estate Contract (Purchaser is credited with payments of \$785.12 received in August, September and November, 2011, which were applied to the late charge under Paragraph 9 of the Real Estate Contract).

**E. The contract will be forfeited on August 10, 2012**, which is not less than ninety (90) days after the Notice of Intent to Forfeit is recorded or any longer period specified in the contract or other agreement with the Seller;

**F. The effect of forfeiture**, including, to the extent applicable and provided in the contract will be: (i) 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 shall be terminated; (ii) the Purchaser's rights under the contract shall be canceled; (iii) 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; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) the purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller ten (10) days after the declaration of forfeiture is recorded.

**G. An itemized statement**, or to the extent not known at the time the notice of intent to forfeit is recorded, a reasonable estimate of all payments of money in default and, for defaults not involving the failure to pay money, a statement of the action required to cure the default:

1. Cure Payment(s) to Seller:  
Unpaid Principal through 07/15/2011 \$ 94,584.12



201205070029  
Skagit County Auditor

**Notice of Intent to Forfeit, Page 4 of 5**  
**VANDERWAY to SEIBERT Contract**

Remaining Late Charge	\$	2,377.99
Unpaid Interest to Date of Notice	\$	6,032.43
(per diem = \$94,584.12 x .08 /365 =\$20.73)		
(07/15/2011-05/01/2012=291 days)		
(per diem after 05/01/2011 is \$20.73)		
Reimburse Seller for 2009 taxes	\$	1,609.94
<b>TOTAL*</b>	\$	<b>104,604.48</b>

\*Plus accruing interest and other charges in Par. H, below.

2. Proof of cure to Seller:  
 Payment of outstanding 2010, 2011, and 2012 taxes and assessments.

**H. The following is a statement of other payments, charges, fees and costs necessary to cure the default:**

<u>ITEM</u>		<u>AMOUNT</u>
1. Cost of title report	\$	660.02
2. Service/posting of Notice of Intent to Forfeit (est.)	\$	75.00
3. Postage (est.)	\$	23.92
4. Attorney's fee (est.)	\$	1,000.00
5. Recording fee – Notice (est.)	\$	66.00
6. Recording fee – Release (est.)	\$	63.00
<b>TOTAL OTHER CURE ITEMS</b>	<b>\$</b>	<b>\$1,887.94</b>

The total amount necessary to cure the default is the sum of the amounts in (G) and (H), which is **\$106,492.42**, plus the amount of interest accruing after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. Monies required to cure the default may be tendered to Keith A. Bode, Attorney at Law, at the following address: 314 5th Street, P.O. Box 688, Lynden, WA 98264-0688.

I. **Notice.** Any person entitled to this Notice has the right to contest the forfeiture or to seek an extension of time to cure the default if the default does not involve the failure to pay money, or both, 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.**

J. Any person entitled to this Notice may have the right to request a court to order a public sale of the property; that 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



201205070029  
 Skagit County Auditor

**Notice of Intent to Forfeit, Page 5 of 5**  
VANDERWAY to SEIBERT Contract

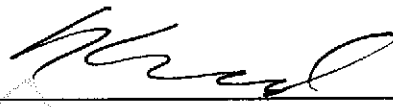
any other liens having priority over the seller's interest in the property; that the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid the purchaser; that the court will require the person 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.

K. The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

L. Additional information: [NONE]

**EARLIER NOTICES SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this contract and which deals with the same defaults.**

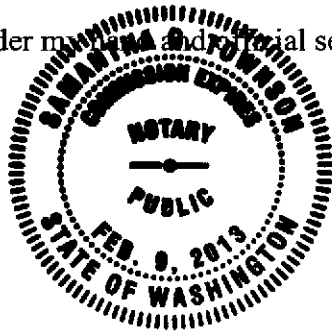
Dated this 1st day of May, 2012.

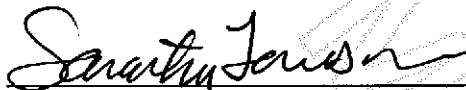
  
\_\_\_\_\_  
Keith A. Bode, attorney for  
GEORGE VANDERWAY

State of Washington }  
County of Whatcom } ss.

I certify that I know or have satisfactory evidence that KEITH A. BODE is the person who appeared before me, acknowledged to me that he signed this instrument, and acknowledged it to be his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of May, 2012.



  
\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at: Blaine  
My commission expires: 2-9-13

Mail Identification:  
JEFFRE SEIBERT

Cert. Mail Rec. No. 7010 1870 0002 5173 1115

