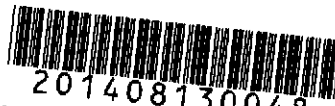


Recorded at Request of:

**Black Family Properties, LLC
c/o Susan B. Ferrell
14 Pinehurst Drive
Shalimar, FL 32579**


201408130048
Skagit County Auditor
8/13/2014 Page 1 of 6 \$77.00
6 3:49PM

NOTICE OF INTENT TO FORFEIT

Reference No.: 200810010084 (Real Estate Contract)

GRANTOR: BLACK FAMILY PROPERTIES, LLC, a Limited Liability Company

GRANTEES: JASON RIEMLAND and KRISTINA RIEMLAND, husband and wife

Legal Description; Abbreviated Form: Lots 1 & 2, SP PL07-0036; Ptn S 1/2 of NW 1/4, 27-34-3 E WM

Additional on Page: 2

Assessor's Tax Parcel Nos.: P22836; 340327-2-005-0007
P127384; 340327-2-005-0100

Recorded at Request of:

Black Family Properties, LLC
c/o Susan B. Ferrell
14 Pinehurst Drive
Shalimar, FL 32579

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON, CHAPTER 61
Real Estate Contract Forfeiture Act

TO: **Jason Riemland**
P.O. Box 1047
LaConner, WA 98257

Jason Riemland
16377 Bradshaw Road
Mount Vernon, WA 98273

Kristina Riemland
P.O. Box 1047
LaConner, WA 98257

Kristina Riemland
16377 Bradshaw Road
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:

1. The name, address, and telephone number of the seller and its successor, and the seller's agent or attorney giving the notice:

Seller:

Black Family Properties, LLC,
a Washington limited liability company
c/o Susan B. Ferrell
14 Pinehurst Drive
Shalimar, FL 32579



Seller's Attorney:

John T. Burke
Skagit Law Group, PLLC
P.O. Box 336
Mount Vernon, WA 98273
(360) 336-1000

2. Description of the Contract: Real Estate Contract dated September 19, 2008, executed by BLACK FAMILY PROPERTIES, LLC, a Washington limited liability company, as Seller, and JASON RIEMLAND and KRISTINA RIEMLAND, husband and wife, as Purchaser, which contract was recorded October 1, 2008, under Auditor's File No. 200810010084, records of Skagit, Washington.

3. Legal description of the property situated in Mount Vernon, Washington:

Lots 1 and 2 of Short Plat PL07-0036, approved January 29, 2008 and recorded February 7, 2008, under Auditor's File No. 200802070103, records of Skagit County, Washington, being a portion of the South ½ of the Northwest ¼ of Section 27, Township 34 North, Range 3 East, W.M.

EXCEPT the as-built and existing County Road known as Bradshaw Road along the West line thereof; AND EXCEPT Drainage Ditch and Dike rights-of-way.

Situate in the County of Skagit, State of Washington.

4. Description of each default under the Contract on which the notice is based:

4.1 Failure to pay the following past due items, the amounts and an itemization for which are given in 7.1 below: **Monthly interest-only payments and balloon payment under the contract, together with real property taxes for the calendar years 2013 and 2014, as well as a loan for payment of real property taxes paid by Seller for calendar years 2011 and 2012.**

5. Failure to cure all the defaults listed in 7.1 and other charges and costs listed in paragraph 8 below **on or before November 14, 2014, will result in the forfeiture of the Contract.**

6. The forfeiture of the Contract will result in the following:

6.1 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 shall be terminated;

6.2 The purchaser's rights under the Contract shall be cancelled;

6.3 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;

6.4 All of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller;

6.5 The purchaser and all 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.

7. The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and, for any defaults not involving the failure to pay money, action(s) required to cure the default:

7.1 Monetary Delinquencies:

a. Interest-only payments for 2010:	<u>\$ 1,841.67</u>
b. Loan from Seller for Real Property taxes:	<u>\$ 3,000.00</u>
c. Interest-only payments for 2013:	<u>\$ 3,116.66</u>
d. Balloon payment due September 19, 2013:	<u>\$20,000.00</u>
e. Real property taxes for 2013:	<u>\$ 2,917.30</u>
f. Interest-only payment due May 1, 2014:	<u>\$ 1,558.33</u>
g. Interest-only payment due June 1, 2014:	<u>\$ 1,558.33</u>
h. Interest-only payment due July 1, 2014:	<u>\$ 1,558.33</u>
i. Interest-only payment due August 1, 2014:	<u>\$ 1,558.33</u>
j. Real property taxes for 2014:	<u>\$ 2,768.00</u>

TOTAL: \$39,876.95

Plus additional penalties and interest accruing pursuant to the terms of the Real Estate Contract.

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

Provide seller with evidence of casualty insurance for replacement cost of improvements naming the seller as "loss payee".

8. The following is a statement of other payments, charges, fees and costs to cure the default (estimated):

a. Cost of title report	\$ 1,215.20
b. Copying/postage	\$ 25.00
c. Attorney's fee	\$ 1,400.00
d. Recording fees	<u>\$ 66.00</u>

TOTAL: \$ 2,706.20



The total amount necessary to cure the default is the sum of the amounts in 7.1 and 8, which is **\$42,583.15**, plus interest and penalties on real property taxes as they continue to accrue, plus the amount of any payments which fall due 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 **Skagit Law Group, PLLC, P.O. Box 336, Mount Vernon, WA 98273.**

9. The purchaser, or any person claiming through the purchaser, has the right to contest the forfeiture or to seek an extension of the 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 on **November 14, 2014.**


10. The purchaser 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 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 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.

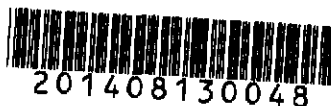
11. Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.

DATED this 13 day of August, 2014.

SKAGIT LAW GROUP, PLLC

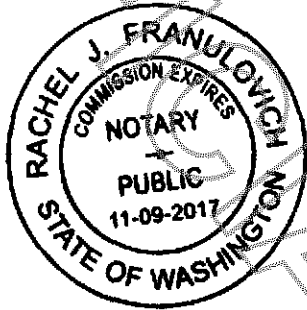
By: 
JOHN T. BURKE, WSBA #37952
Attorney for Seller



STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that **JOHN T. BURKE** 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 the instrument.

DATED: August 13, 2014.



Rachel Franulovich

NOTARY PUBLIC
RACHEL FRANULOVICH

(Print or Type Name of Notary)

My Appointment Expires 11-09-2017



201408130048