

DECLARATION OF FORFEITURE OF CONTRACT

Pursuant to the Revised Code of Washington
Chapter 61.30 et sequitur

TO: Patrick H. McKee
2108 E. Evergreen Blvd. #11
Vancouver, WA 98661

Anita J. McKee
9508 S. E. French Rd.
Vancouver, WA 98664

Richard L. Bailey
9931 Lurline Avenue, Unit 201
Chatsworth, CA 91311

Brenda J. Bailey
3708 "H" Street
Vancouver, WA 98663

Earl R. Crissman and Meredith Crissman
3809 N. E. 141st Avenue
Vancouver, WA 98662

State of Washington
Department of Social & Health Services
Box 4269, MS S-53-2
Vancouver, WA 98662

Robert A. Hansen
P.O. Box 790
Boring, OR 97009

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is hereby declared forfeited and you are provided the following information with respect thereto and the consequences thereof.

A. The names, address and telephone number of the Sellers:

Sellers: Fred A. Haag and Judy A. Haag,
husband and wife, and
Theodore J. Shaw and Patricia L. Shaw,
husband and wife.
636 S. E. Sixth Avenue
Camas, WA 98607 Phone No. (206)834-2514

B. Description of the Contract: Real Estate Contract dated December 6, 1978, executed by Fred A. Haag and Judy A. Haag, husband and wife, and Theodore J. Shaw and Patricia L. Shaw, husband and wife, as Sellers, and Patrick H. McKee and Anita McKee, husband and wife, as Purchasers, which contract was recorded under Auditor's File No. 88010 in Book 76, at Page 114, on February 1, 1979, records of Skamania County, Washington.

C. Legal Description of the property:

County of Skamania, State of Washington

PARCEL "A"

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14:

Commencing at a point 208.7 feet South of the North-east corner of Section 19, Township 1 North, Range 5 East of the Willamette Meridian; thence West 626.1

Registered
Indexed, Orig.
Indirect
Filed
7/1/81

FILED FOR RECORD
SKAMANIA CO. WASH.
BY Patricia L. Shaw
Dec 23 11 40 AM '86
AUDITOR
GARY M. JOHNSON

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feet; thence North 208.7 feet to the North line of said Section 19; thence West along the North line of said Section 19 a distance of 1133.9 feet; thence South 1320 feet; thence East to the East line of said Section 19; thence North along the East line of said Section 19 a distance of 1111.3 feet to the place of beginning, all in Skamania County, Washington.

PARCEL "B"

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14:

Beginning at the Northwest corner of Lot 1, Section 20, Township 1 North, Range 5 East of the Willamette Meridian; thence East 390 feet; thence South along a line parallel with and 390 feet East of the West line of said Government Lot 1 to the South line of said Lot 1; thence in a Southwesterly direction along the South line of said Lot 1 to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the place of beginning;

EXCEPT a strip of land 100 feet in width being 50 feet in width on each side of the centerline of the railroad of the Spokane, Portland and Seattle Railway Company as conveyed to said company by deed dated November 7, 1905, recorded at Page 256 in Book "I" of Deeds, records of Skamania County, Washington.

D. The effect of forfeiture of this Contract is as follows:

1. All the purchaser's rights under the contract are cancelled and all right, title and interest in the property of the purchaser and of all persons, firms claiming an interest in the contract, the property, or any portion of either, are terminated.
2. All persons whose rights in the property have been terminated and who are in or come into possession of any portion of the property are required to surrender such possession to the sellers not later than the 2nd day of January, 1987.
3. All sums previously paid under the Contract shall belong to and be retained by the Sellers.
4. All improvements made to and on the property shall belong to the Sellers.

E. This forfeiture proceeding was conducted in compliance with all requirements of Chapter 61.30, Revised Code of Washington and the applicable provisions of the contract.

F. The purchaser and any person claiming any interest in the purchaser's rights under the contract or in the property who have been given the notice of intent to forfeit and the declaration of forfeiture have the right, for a period of sixty (60) days from the 23rd day of December, 1986, to commence a court action to set the forfeiture aside if the sellers did not have the right to forfeit the contract or failed to comply with the requirements of Chapter 61.30, Revised Code of Washington.

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DATED this 22nd day of December, 1986.

Fred A. Haag
Fred A. Haag

Theodore J. Shaw
Theodore J. Shaw

Judy A. Haag
Judy A. Haag

Patricia L. Shaw
Patricia L. Shaw

SELLERS

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me FRED A. HAAG and JUDY A. HAAG, husband and wife, and THEODORE J. SHAW and PATRICIA L. SHAW, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of December, 1986.

Kathleen Williams
Notary Public in and for the State of
Washington, Residing at Las Vegas

My Appointment Expires: 9-30-90