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BOOK 104 PAGE 208

FILED & RECORDED
BY JANC L. LUTHER

DECLARATION OF FORFEITURE
OF REAL ESTATE CONTRACT

MAR 11 3 13 PM '87

J. R. Rucco
GARY L. LUTHER

TO: ORLANDO A. and
DEBORAH J. RUCCO
PO Box 152
Hood River, Oregon 97031

AND TO: KENNY L. and MELINDA
M. OLTMANN
156 Silvertip Lane
Packwood, WA. 98361

AND TO: TAMARA LYNN BURTON
c/o Thomas K. Windus
Attorney at Law
110 110th Avenue N.E., Suite 701
Bellevue, WA. 98004

The Real Estate Contract set forth below has been forfeited. Please read this Declaration carefully. Please contact an attorney if you do not understand it.

A. Sellers' name, address and telephone number are:

LOUIS and JESSIE E. BAKER
Rt. 2, PO Box 2119A
Selah, WA. 98942

B. Real Estate Contract dated October 10, 1980, by and between Louis and Jessie E. Baker, as seller(s), and Kenny L. and Melinda M. Oltmann, as purchaser(s), recorded on October 15, 1980, in Book 78 of Deeds, pages 843-850.

C. Purchaser's Assignment of Contract and Deed dated August 11, 1983 whereby Kenny L. and Melinda M. Oltmann did:

1. convey and quit claim their interest in the real property described in Paragraph C hereof to Orlando A. and Deborah J. Rucco; and

2. assign, transfer and set over to Orlando A. and Deborah J. Rucco that real estate contract described in Paragraph B(1). Said Purchasers' Assignment of Contract and Deed was recorded on August 15, 1983, in Book 82 of Deeds at pages 585-586, Auditor's File No. 96222.

D. Addendum to Real Estate Contract dated August 23, 1983 between Louis and Jessie E. Baker, as sellers, and Orlando A. and Deborah J. Rucco, as purchasers, whereby the term of the real estate contract described in Paragraph B(1) was extended for fifteen (15) years from August 11, 1983 and monthly payments thereunder were increased to \$449.00 per month. Said Addendum to Real Estate Contract was recorded on or about August 31, 1983 in Book 82 of Deeds, pages 644-645, under Auditor's File No. 96310.

RECEIVED
In _____
Date _____
File _____
Index _____

E. Legal description of Property:

The South 100 feet of the East Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East of the Willamette Meridian; EXCEPT that portion thereof, if any, lying within and Northeasterly of County Road No. 3224, designated as the Little Rock Creek Road; and

The East Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East of the Willamette Meridian; (Also known as Lot 2 of Short Plat filed July 15, 1975, in Book 1 of Short Plats, page 9A-9N).

TOGETHER WITH an easement and right of way for an access road and utilities over and across the North 60 feet of that portion of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the said Section 10, lying Westerly of County Road No. 3224, designated as the Little Rock Creek Road.

F. This Real Estate Contract is forfeited. The purchasers' rights under the contract are cancelled and all right, title and interest in the property of the purchasers and of all persons claiming an interest in the contract, the property, or any portion of either, are terminated.

G. All persons whose rights in the property have been terminated and who are in or come into possession of any portion of the property, including improvements and unharvested crops, are required to surrender such possession to the seller not later than March 21, 1987 (not less than ten (10) days after the Declaration of Forfeiture is recorded, or such longer period provided in the contract).

H. This Real Estate Contract was forfeited in compliance with RCW 61.30.010 et seq. and any applicable provisions of the contract.

I. The purchasers and any person claiming any interest in the purchasers' rights under the contract or in the property who are given the notice of intent to forfeit and the declaration of forfeiture have the right, for a period of sixty days following the date the Declaration of Forfeiture is recorded, 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 applicable Washington statutes.

Date of this Declaration: March 7, 1987

James B. Baker
Seller

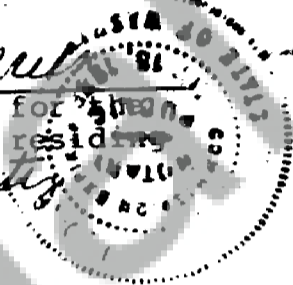
James E. Baker
Seller

STATE OF WASHINGTON)
) SS
County of Yakima)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named LOUIS BAKER and JESSIE E. BAKER, husband and wife, who are known to me to be the persons described in and who executed the within instrument, and acknowledged to me that they executed the same.

GIVEN under my hand and official seal this 9th day of March, 1987.

Paula L. Hubbard
Notary Public in and for Yakima
State of Washington, residing
at Yakima County



Unofficial Copy