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BOOK 107 PAGE 848

FILED FOR RECORD
SKAMANIA CO. WASH
BY THE THOMAS DAY

DEC 10 11:50 PM '87

Auditor
CARYM. OLSON

DECLARATION OF FORFEITURE

(RCW 61.30.070(2))(a)

To: JOHN T. MERGENS
PAULITA D. MERGENS
3650 S. Granada
Spring Valley, CA 92077

(a) The name, address, and telephone number of the Seller and, if any, the Seller's agent or attorney giving the notice:

Seller:

COLUMBIA RIVER ESTATES
1133 "G" Street
Reedley, CA 93654
(209) 638-8444

Attorney:

JOHN THOMAS DAY
P. O. Box 401
Stevenson, WA 98648
(509) 427-5111

(b) Description of the Contract: Real Estate Contract dated January 10, 1978, executed by PETER J. FUNK, J.D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL, H.B. KLASSEN, acting on behalf of various partners doing business as Columbia River Estates, as seller, and JOHN T. MERGENS and PAULITA D. MERGENS, husband and wife, as purchasers, which Contract or a memorandum thereof was recorded under No. 85641 of Book 74, Page 158, on January 23, 1978, records of Skamania County, Washington.

(c) LEGAL DESCRIPTION OF PROPERTY:

Tract No. 4 of COLUMBIA RIVER ESTATES, as more particularly shown on a survey thereof recorded at Page 364 of Book "J" of Miscellaneous records under Auditor's File No. 75656, records of Skamania County, Washington. Said real property being a portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter of Section 23, Township 2 North, Range 6 E.W.M.;

TOGETHER WITH AND SUBJECT TO an easement and right of way for roads for the use of the public as more particularly described on a survey thereof recorded at Page 364 of Book "J" of Miscellaneous records of Skamania County, Washington, and by description thereof at Page 358 of Book "J" of Miscellaneous records of Skamania County, Washington.

Transaction in compliance with County sub-division ordinances.
Skamania County Assessor - By: J. J. 2-6-23-2-117
12/10/87

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(d) All of the Purchasers' rights, titles and interests pursuant to the above referenced Contract are hereby cancelled and all right, title and interest to the property of the Purchaser and all persons claiming an interest in the Contract, the property, or any portion of either, through the Purchaser are hereby terminated as provided by law.

(e) All persons whose rights in the property have been terminated hereby and who are in or come into possession of any portion of the property, including any improvements or unharvested crops thereon are required to surrender such possession to the seller not later than the 15th day of December, 1987.

(f) This forfeiture was conducted pursuant to the provisions of the above referenced Contract, and pursuant with RCW 61.30.070.

(g) The Purchaser and any person claiming any interest in the Purchasers' rights, title or interest under the Contract or in the property who received Notice of Intent to Forfeit and Declaration of Forfeiture have the right, for a period of 60 days following the date the Declaration of Forfeiture is recorded, to commence a court action to set the forfeiture aside if the seller did not have the right to forfeit the contract or failed to comply with RCW 61.30.070.

DATED this 2 day of December, 1987,

John Thomas Day
JOHN THOMAS DAY, Attorney at Law
P. O. Box 401
Stevenson, WA 98648
(509) 427-5111

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me JOHN THOMAS DAY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of December, 1987.

11724

REAL ESTATE EXCISE TAX
DEC 10 1987

PAID 11724
SKAMIA COUNTY TREASURER

Shirley M. Day
NOTARY PUBLIC for Washington
residing at Stevenson. My
commission expires 4/10/90.