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BOOK 113 PAGE 555

FILED FOR RECORD
SKAMANIA CO WASH
BY *Tom Kildner*

DECLARATION OF FORFEITURE
OF REAL ESTATE CONTRACT

APR 14 11 09 AM '89

E. McFarland
GARY H. OLSON

TO: FORD E. GRIFFEE
MP 0.06 Moorage Road
Skamania, Washington 98648

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. Seller's name, address and telephone number are:

Robert A. Rhode
Marjorie F. Rhode
17401 S.E. 39th Street
Camas, Washington 98607
(206) 254-6365

B. Real Estate Contract dated July 28, 1981, by and between Robert A. Rhode and Marjorie F. Rhode, husband and wife, as seller(s), and Clayton L. Anderson and Donna R. Anderson, husband and wife, as purchaser(s), recorded under Skamania County Auditor's File No. 92997 in Book 80, Page 238, assigned by Purchasers' Deed and Assignment of Real and Personal Property Contract dated November 17, 1987, by and between Clayton L. Anderson and Donna R. Anderson, husband and wife, as seller(s) and Ford E. Griffiee, as purchaser(s), recorded under Skamania County Auditor's File No. 104396 on December 2, 1987, in Book 107, Page 755.

C. Legal description of Property:

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point South 534 feet and East 787.43 feet from the quarter corner on the North line of said Section 35; thence North 77°57' West 190 feet more or less, to the Southerly right of way line of Primary State Highway No. 8; thence Easterly along the Southerly line of said highway to the center line of the channel change of Woodard Creek as described in deed to the Spokane, Portland and Seattle Railway Company dated July 28, 1909, and recorded at page 492 of Book "L" of Deeds, records of Skamania County, Washington; thence following the center line of said channel change of Woodard Creek in a Southeasterly direction to intersection with the East line of the Northwest Quarter of the

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Ind. Deputy

Glenda J. Kimmel, Skamania County Assessor
By: *DM*
Parcel # 2-6-35-800

Northeast Quarter of the said Section 35; thence South to the Northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence Westerly 435 feet, more or less, along said Northerly right of way line to a point South 01°02' West 285.6 feet from the point of beginning; thence North 01°02' East 285.6 feet to the point of beginning.

EXCEPT that portion thereof conveyed by the aforesaid deed dated July 28, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

TOGETHER WITH and SUBJECT TO all water rights and water pipelines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux. to William L. Payment, et ux., recorded in Book 29, at page 125, records of Skamania County, Washington.

SUBJECT TO easement for telephone line system as reflected in instrument recorded under Auditor's File No. 84859, records of Skamania County, Washington, and easements and rights of way for public roads over and across such real property.

D. This Real Estate Contract is forfeited. 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 claiming an interest in the contract, the property, or any portion of either, are terminated.

E. 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 April 24, 1989, (not less than ten (10) days after the Declaration of Forfeiture is recorded, or such longer period provided in the contract).

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

G. The purchaser and any person claiming any interest in the purchaser's 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 seller did not have the right to forfeit the contract or failed to comply with the applicable Washington statutes.

FILED FOR RECORD

SKAMANIA COUNTY WASH

BY *Jane Kellgrenski*

APR 14 11 16 AM '89

E. McFarland

AUDITOR

GARY H. OLSON

Date of this Declaration: April 13, 1989.

Robert A. Phoebe
Seller

Margaret F. Phoebe
Seller

SUBSCRIBED AND SWORN to before me this 13th day of April, 1989.



Jan C. Fiebert
Notary Public in and for the
State of Washington, residing
at Stevenson, Wa.

Commission expires 4-28-90

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