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BOOK 118 PAGE 629

FILED FOR RECORD

SKAMANIA COUNTY WASH.

BY *Roger Knapp*

APR 21 1 50 PM '90

E. McFarland

GARY OLSON

DECLARATION OF FORFEITURE PURSUANT TO
THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: DARLENE MILLS
BOX 783
Carson, WA 98610

A. The name, address and telephone number of the Seller:

Town and Country Restaurant and Coffee Shop, Inc.
Alice Clark
442 S.E. 194th
Portland, OR 97233
(503) 669-7689

B. Description of Contract: The Real Estate Contract referred to herein is dated April 20, 1988, and was executed by Town and Country Restaurant and Coffee Shop, Inc., a Washington corporation, as Seller, and Darlene Rae Mills, as her separate property, as Purchaser. Said contract was recorded on May 12, 1988, under Auditor's File No. 105134 in Book 109 at Page 424, records of Skamania County, Washington.

C. Legal Description of the Property: The property which is the subject of the contract is described as follows:

County of Skamania, State of Washington:

Lot 1 of Block 6 of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor, in Book "A" of Plats at Page 21, records of Skamania County, Washington.

ALSO a tract of land located in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington and in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, adjacent to Lot 1 of the said Block 6, more particularly described as follows:

Beginning at the Northeast corner of the said Lot 1; thence North 55°30' East 40 feet; thence South 34°20' East 118 feet; thence South 55°30' West 40 feet to the Southeast corner of Lot 1 of the said Block 6; thence North 34°30' West 118 feet to the point of beginning.

D. Forfeiture: The contract described above 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 through the Purchaser, are terminated.

E. Surrender of Possession: 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 Seller not later than May 7, 1990.

F. Compliance with Statutory Procedures: The contract forfeiture was conducted in compliance with all requirements of RCW Chapter 61.30 and the applicable provisions of the contract described above.

G. Action to Set Aside: The Purchaser and any person claiming any interest in the Purchaser's rights under the contract or in the property who were given the Notice of Intent to Forfeit and the Declaration of Forfeiture have the right to commence a court

REAL ESTATE EXCISE TAX

APR 27 1990

PAID

Example

W. J. Deputy

SKAMANIA COUNTY TREASURER

Registered
Indexed, *h*
Indirect
Filed *5-8-90*
Mailed

Glenda J. Kimmel, Skamania County Assessor
By: *DM* Parcel # 3-75-36-3-3-400

Declaration of Forfeiture

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action to set the forfeiture aside if the Seller did not have the right to forfeit the contract or failed to comply with the provisions of RCW Chapter 61.30 by filing a Summons and Complaint on or before June 26, 1990.

DATED this 27th day of April, 1990.

TOWN AND COUNTRY RESTAURANT AND
COFFEE SHOP, INC.

By: Alice Clark
Alice Clark, Seller.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

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

GIVEN under my hand and official seal this 27th day of April, 1990.

[Signature]
Notary Public in and for the State of
Washington, Residing at [Signature]
My appointment expires: 7/2/93

