

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

TO: LARRY D. DAUGHERTY
1811 SE 49th Street
Portland, Oregon 97215

LARRY D. DAUGHERTY
M.P. 07 Mt. Pleasant Rd.
Washougal, Washington 98671

- (a) The name, address and telephone number of the seller:

ROBERT LEE and PATRICIA JO BASEY
P.O. Box 856
Index, Washington 98256

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FILED
BY *Washougal Legal Clinic*

(b) Description of Contract:

MAR 20 2 36 PM '91

GARY L. CLARK

Real Estate Contract dated August 7, 1989, executed by ROBERT LEE BASEY and PATRICIA JO BASEY, as seller, and LARRY D. DAUGHERTY, as purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 107863 on Book 115, Page 885, on the 18th day of September, 1989, records of Skamania County, Washington.

- (c) Legal description of the property:

That part of the South Half of the Northeast Quarter of the Northwest Quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, and that part of the Southeast Quarter of the Northwest Quarter of Section 9 lying North of Mt. Pleasant Road, also the East 120 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 9 and that part of the East 120 feet of the Southwest Quarter of the Northwest Quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian lying North of Mt. Pleasant Road.

EXCEPT any portion lying East of the boundary line established June 8, 1983 by instrument recorded under Auditor's File No. 95980, in Book 82, Page 322.

- (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.

County of Skamania
 By *DN* 1-5-9-613

(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 (including improvements and unharvested crops) are required to surrender such possession to the seller not later than September 10, 1990.

(f) Compliance with statutory procedure:

The Contract forfeiture was conducted in compliance with all requirements of RCW Chapter 61.30 and the applicable provisions of the contract described above.

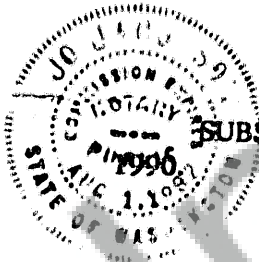
(g) Action to set aside:

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, for a period ending November 1, 1990, to commence a court action to set aside the forfeiture if the seller did not have the right to forfeit the Contract or failed to comply with the provisions of RCW Chapter 61.30.

DATED: September 1, 1990

Robert Lee Basey
ROBERT LEE BASEY, Seller

Patricia Jo Basey
PATRICIA JO BASEY, Seller



SUBSCRIBED AND SWORN TO this 2 day of September

14192

Jo. H. Heston
NOTARY PUBLIC in and for Oregon
Residing at Clatsop, WA Clatsop County
My Commission Expires Aug 1, 1992