



1 AFFIDAVIT OF M. EDWARD CUDA  
2 REGARDING FORFEITURE OF CONTRACT

3 STATE OF WASHINGTON) : ss.  
4 County of Clark )

5 M. EDWARD CUDA, on oath, duly deposes and says the  
6 following: The purpose of this Affidavit is to establish my wife's  
7 and my right to the real estate herein described and to obtain  
8 title Insurance for said property.

9 That on or about the 20th day of May, 1974, my wife,  
10 PAULA J. CUDA, and I sold real property under two (2) Real Estate  
11 Contracts, marked Exhibit "A" and Exhibit "B" attached hereto and  
12 by this reference made a part hereof, to ALAN L. STEEVES, a single  
13 man.

14 No payments have been made within the last year on these  
15 Contracts, and on April 20, 1977, I forwarded to ALAN L. STEEVES,  
16 Notices of Intention to Declare a Forfeiture of and Cancel Contract,  
17 copies of which are attached hereto and marked Exhibits "C" and  
18 "D" and by this reference made a part hereof. Each of these  
19 Notices were mailed by Certified Mail, copies of the envelopes are  
20 attached hereto and marked Exhibits "E", "F" and "G", and by this  
21 reference made a part hereof, to the only addressees I had available  
22 to me showing his most recent residence.

23 It is my belief that Paragraph Ten (10) of each of the  
24 aforementioned Contracts has been complied with, since I have  
25 served upon the Purchaser as best I could the proper Notices to  
26 forfeit and terminate his right in the aforementioned real estate.  
27 It is my belief that the Purchaser, ALAN L. STEEVES, has abandoned  
28 said real estate, and has terminated any of his interest in the  
29 real estate.

*M. Edward CUDA*  
M. EDWARD CUDA

30  
31  
32 AFFIDAVIT - One

ROBERT D. MOLANEN  
NOTARY PUBLIC  
VANCOUVER NATIONAL BANK BUILDING  
815 MAIN STREET  
VANCOUVER, WASHINGTON 98661

87635

BOOK 75 PAGE 217

1 STATE OF WASHINGTON) : ss.  
2 County of Clark )

3  
4 On this day personally appeared before me M. EDWARD CUDIA,  
5 to me known to be the individual described in and who executed the  
6 within and foregoing instrument, and acknowledged that he signed  
7 the same as his free and voluntary act and deed, for the uses and  
8 purposes therein mentioned.

9 GIVEN under my hand and official seal this 12th day  
10 of May, 1977.

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NOTARY PUBLIC in and for the State  
of Washington, Residing at Vancouver

A. L. O. WASHINGTON /  
COUNTY OF CLARK COUNTY /  
I HEREBY CERTIFY THAT THE CITATION  
INSTRUMENT OF WRITING FILED BY  
Robert D. Moilanen  
ON 12 May 1977  
AT 12:00 PM  
HAS RECEIVED IN RECORD  
BY RECORDED AT 12:00 PM  
RECORDS OF CLARK COUNTY, WASH.  
Robert D. Moilanen  
COURT CLERK  
CLERK OF COURT  
CLERK OF CLARK COUNTY

REGISTERED
INDEXED: <u>DR</u>
SEARCHED:
RECORDED:
COMPARED:
MAILED:

AFFIDAVIT - TWO

ROBERT D. MOILANEN  
ATTORNEY AT LAW  
VANCOUVER NATIONAL BANK BUILDING  
815 MAIN STREET  
VANCOUVER, WASHINGTON 98660

<http://www.elsevier.com/locate/jmp>

— 2 —

BOOK 75 PAGE 716

*Mr. & Mrs.*  
Buchalter called the "bully" and **ALLAN KEN L. STEVENS**, a single man

Brennan et al. / Quality 23

That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the improvements, in **SOMERVILLE**, County, State of **Washington**:

The last two feet of this portion of the West half of the Senator's quarter of the Section.

Corner of Section 13, Township 6 East of the Willamette Meridian, lying northerly of the centerline of an existing road. And that portion of the West land of Lot 13, Township 6 East of the Southwest Quarter of the Southwest Quarter of Section 13, Township 6 East of the Willamette Meridian lying northerly of the centerline of an existing road.

Subject to an easement for ingress, egress, road and utilities over the land to Vols or the above described property.

The terms and conditions of this contract are as follows: The parties shall be bound by the terms and conditions of the standard form of contract for the sale of goods and services between business entities.

any amount of time, or before the 30 days of January, 1910, whichever comes first, the holder of this instrument shall be entitled to receive from the undersigned, his wife, or his assigns, the sum of \$1000, or if less than \$1000, the amount of the balance of all money due him by the undersigned, and if more than \$1000, the amount of the balance of all money due him by the undersigned, plus interest thereon at the rate of six percent per annum from the date of this instrument.

For more information, call 1-800-222-1811.

Can there be a more effective way to build better character than to let the young people in our country know that they may become citizens? Can there be a more effective way to help them realize their potentialities as citizens than to let them know that the right of this country to have a government is based upon the principles of justice and equality?

(2) The seller may collect or receive payment within 30 days after the date of closing, or purchase a note of title insurance or other evidence of title to the property, issued by a title insurance company, certifying to the purchaser to the full payment of all amounts due on the note or otherwise, without loss or damage by reason of defect in seller's title so paid, and make up of the date of closing and continuing thereafter until the following:

4. Limited pastoral exceptions relating to said policy form;
  5. Liens or encumbrances by the terms of this contract the purchaser is to assume, or as to which the conveyance instrument is to be made subject; and
  6. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in title.

(1) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which right is in favor of seller to make such payment or compliance with the terms thereof, and pay default, the purchaser shall have the right to demand and require the seller to remove the same, and the payment or funds shall be applied to the payments next falling due the seller under this contract.

(2) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to convey and deliver to purchaser a "statutory warranty" deed to said real estate, excepting any part thereof heretofore taken for public use, free of encumbrances except any tax may at any time after date of filing through any person other than the seller, and subject to the following:

### Easement over and across the South 20' feet of the subject property for road and utility purposes.

(1) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all taxes, installation or connection charges for water, power, electricity, telephone or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(2) In case the purchaser fails to make any payment herein provided or to maintain the same as herein required, the seller may make such payment, or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without any due to any other right the seller might have by reason of such default.

(3) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make a payment required hereunder promptly, the seller may, in the manner herein provided, cause to be elected all the purchaser's rights hereunder terminated, and thereafter the real estate must be sold by the seller hereunder and all improvements placed upon the real estate shall be forfeited to the seller, and the sale made, and the same shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any provision of this contract of the purchaser shall be construed as a waiver of any subsequent default.

Concurred upon purchaser of all documents, notices or other papers with respect to this instrument and the subject thereto, and such acts and rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the parties of the first part herein named.

(4) Upon seller's election to bring suit to enforce any covenant of this contract, justice will be done if all attorney's fees incurred by either party or parties to such action be reasonable sum as attorney's fees, and all costs and expenses incurred by each party, which cause shall be fixed, in my judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the title, justice will be done if the attorney's fees, costs and expenses incurred by either party or parties to such action be reasonable sum as attorney's fees, and all costs and expenses incurred by each party, which cause shall be fixed, in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

*Edward Cura*  
Edward Cura  
*Patricia Cura*  
Patricia Cura  
*John J. Tamm*  
John J. Tamm

(Signature)  
(Signature)  
(Signature)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared to me M. EDWARD CURA AND PATRICIA R. CURA, to me known, to be the individual described in and who executed the within状书 (Deed), and acknowledged that they, do hereby execute the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and affidavit this

day of November, 1974.

Notary Public in and for the State of Washington,

swearing et

*John J. Tamm*

O.L.

JOHN J. TAMM  
NOTARY PUBLIC IN THE STATE OF WASHINGTON

Pioneer National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

## REAL ESTATE CONTRACT

THIS CONTRACT made and entered into this 20 day of May, 1974

between: (1) EDWARD CUDIA AND PAULA J. CUDIA, husband and wife

hereinafter called the "Seller," and ALLAN L. STEEVES, a single man

hereinafter called the "Purchaser."

WITNESSETH: That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real estate with the appurtenances, in Skamania

County, State of Washington:

The East 440' West of that portion of the West half of the Southwest Quarter of the Southwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, lying northerly of the centerline of an existing road. AND that portion of the West half of the East half of the southwest quarter of the Southwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian lying northerly of the centerline of the existing road, EXCEPT: the East 220' feet thereof.

Subject to an easement for ingress, egress, road and utilities over the East 30' feet of the above described property.

The terms and conditions of this contract are as follows: The purchase price is **Three thousand and no/100 Dollars (\$3,000.00)**, of which **Twenty-five and 00/100 Dollars (\$25.00)** Dollars have been paid, the rest to be paid by monthly installments, and the balance of said purchase price shall be paid as follows:

<b>Twenty-five and 00/100 Dollars (\$25.00)</b>	on or before the 20th day of June, 1974,
<b>Twenty-five and 00/100 Dollars (\$25.00)</b>	on or before the 20th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The Purchaser further agrees to pay interest on the unpaid balance of said purchase price at the rate of <b>12% per annum</b> from the 20th day of May, 1974, until interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at 470 N.E. 35th Street, Vancouver, Washington - 98660 or at such other place as the Seller may direct in writing.

No. 1024  
TRANSACTION NUMBER

MAY 9 1974

Amount Paid \$1,000.00  
Remaining Balance \$2,000.00  
Signature of Purchaser  
by Allen L. Steeves

As referred to in this contract, "date of closing" shall be May 20, 1974

(1) The Purchaser agrees and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee become a lien on said real estate; and if by the terms of this contract the Purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, the Purchaser agrees to pay the same before delinquency.

(2) The Purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the full cash value thereof against loss or damage by both fire and windstorms in a company acceptable to the Seller and for the Seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and certificates thereof to the Seller.

(3) The Purchaser agrees that full inspection of said real estate has been made and that neither the Seller nor his agents shall be held to any covenant "as is" but the condition of any improvements thereon nor shall the Purchaser or Seller or the agents of either be held to any covenant "as is" except for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied in payment on the purchase price herein unless the Seller elects to allow the Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of my improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that said proceeds shall be paid to the Seller for application on the purchase price herein.

(5) The Seller has delivered, or agrees to deliver within 15 days of the date of closing, a Purchaser's policy of title insurance in standard form, or a commitment therefore, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in Seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the Purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which Seller is paying said real estate, and any mortgage or other obligation, which Seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in Seller's title.

(6) If seller fails to pay real estate or subject to an existing contract or two contracts under which seller is obligated to pay real estate or any mortgage or other obligation, which seller is to pay, seller agrees to make such payment in accordance with the terms thereof and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the amounts next following due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest as in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, reserving any right reserved by the seller for public use, five of encumbrances except any that may attach after date of closing through any person other than the seller and subject to the following:

### Easement over and across the South 20 feet of the subject property for road and utility purposes.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of payment of purchase price and to continue so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and the improvements on said real estate in good repair and not to permit waste and not to use or permit the use of, the real estate for any purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the entire amount of such payment or such amounts and any amounts so paid by the seller, together with interest at the rate of 10% per annum from date of payment until repaid, shall be payable by purchaser on seller's demand, all without prejudice to any other rights which may be retained by reason of such default.

(10) This is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement herein or to make any payment required hereunder promptly at the time and in the manner herein provided, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser and all the obligations placed upon the real estate shall be forfeited to the seller, as liquidated damages, and the seller shall have the right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights herein may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon notice of termination of this contract, including suit to collect any payment or amounts so paid by the seller hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such action, which sum shall be included in any judgment or decree entered in such case.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*W. Edward Cauder  
Pauline G. Cauder  
Ollie E. Brown*

STATE OF WASHINGTON,

County of Clallam

On this day personally appeared before me **W. EDWARD CAUDER AND PAULINE G. CAUDER**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes mentioned.

GIVEN under my hand and official seal this

25th day of May, 1954

Notary Public to and for the State of Washington,

residing at *Makah, Washington*

THIS SPACE RESERVED FOR RECORDING USE

WILL BE FOCUSED AT RECORDING OF  
WASHINGTON TITLE & TRUST COMPANY  
NOTARIAL RECORDS ONLY

EXHIBIT "C"

NOTICE OF INTENTION TO DECLARE A  
FORFEITURE OF AND CANCEL CONTRACT

TO: ALLAN L. STEEVES

YOU AND EACH OF YOU are hereby notified that unless payments now in default under the contract herein-after referred to are made on or before the 23rd day of May, 1977, the undersigned, legal owner of the property described in the contract, will elect to declare a forfeiture of and cancel the contract, and that, upon such election being made, all your rights under the contract will end and all payments heretofore made will be retained by the undersigned in liquidation of all damages sustained by reason of your default, and you will be required forthwith to surrender possession of the premise described in the contract.

The contract herein referred to was executed in writing on the 20th day of May, 1974, by H. EDWARD CUBA and PAULA J. CUBA, husband and wife, as sellers, and ALLAN L. STEEVES, a single man, as Purchaser, of the following described real property situate in the County of Skamania State of Washington:

The East 220 feet of that portion of the West half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 3 North, Range 6 East of the Willamette Meridian, lying northerly of the centerline of an existing road. And that portion of the West half of the East half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 28, Township 3 North, Range 6 East of the Willamette Meridian lying northerly of the centerline of an existing road.

Subject to an easement for ingress, egress, road and utilities over the West 30 feet of the above described property.

*H. Edward Cuba*  
H. EDWARD CUBA

*Paula J. Cuba*  
PAULA J. CUBA  
Owners

ROBERT D. MCILANEN  
Attorney at Law  
914 Main Street  
Vancouver, Wash. 98660

EXHIBIT "D"

**NOTICE OF INTENTION TO DECLARE A  
FORFEITURE OF AND CANCEL CONTRACT**

TO: ALLAN L. STEEVES

YOU AND EACH OF YOU are hereby notified that unless payments now in default under the contract herein-after referred to are made on or before the 23rd day of May, 1977, the undersigned, legal owner of the property described in the contract, will elect to declare a forfeiture of and cancel the contract, and that, upon such election being made, all your rights under the contract will end and all payments heretofore made will be retained by the undersigned in liquidation of all damages sustained by reason of your default, and you will be required forthwith to surrender possession of the premises described in the contract.

The contract herein referred to was executed in writing on the 20th day of May, 1974, by N. EDWARD CUDA and PAULA J. CUDA, husband and wife, as Sellers, and ALLAN L. STEEVES, a single man, as Purchaser, of the following described real property situated in the County of Skamania, State of Washington:

The East 400 feet of that portion of the West half of the Southwest Quarter of the Southeast Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, lying northerly of the centerline of an existing road, and that portion of the West half of the West half of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian lying northerly of the centerline of the existing road. EXCEPT: The East 220 feet thereof.

Subject to an easement for ingress, egress, road and utilities over the East 20 feet of the above described property.

*N. Edward CUDA*  
N. EDWARD CUDA

*Paula J. CUDA*  
PAULA J. CUDA  
Owners

By:

*Robert D. Moilanen*  
ROBERT D. MOILANEN  
Attorney at Law  
518 Main Street  
Vancouver, Wash. 98660

PAGE 7/6

ROBERT D. MOLANEN  
ATTORNEY AT LAW  
510 MAIN STREET  
VANCOUVER, WASHINGTON 98601  
TELEPHONE NO. 242-1211

EXHIBIT 6

BOOK 75

CERTIFIED	6
No.	471203
MAILED	7/17/67



ROBERT D. MOLANEN  
ATTORNEY AT LAW  
510 MAIN STREET  
VANCOUVER, WASHINGTON 98601  
TELEPHONE NO. 242-1211

EXHIBIT 6

CERTIFIED	6
No.	471203
MAILED	7/17/67

POSTED AND FORWARDED  
NO. 1413 AVENUE

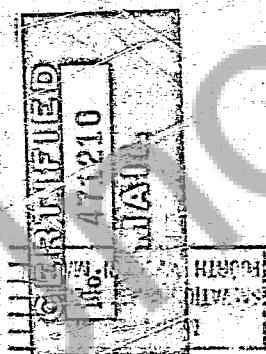
Mr. Allan L. Stevens  
4409 N.E. 141st Avenue  
Vancouver, Washington 98601

RECORDED AS  
ADDRESSED  
UNABLE TO FORWARD

BACK 75 PAGES 31

ROBERT D. MOILANEN  
ATTORNEY AT LAW  
518 MAIN STREET  
VANCOUVER NATIONAL BANK BUILDING  
VANCOUVER WASHINGTON 98660

EXHIBIT N&#160;



Mr. Allan L. Steeves  
c/o Las LAS  
2709 Lovelace Way  
Carson City, Nevada

89701

1. 1st Notice 4/22/1977  
2nd Notice 4/28/1977  
Return 4/28/1977

