

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Robert E. Bennett*

DECLARATION OF FORFEITURE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

117025

AUG 16 4 22 PM '93

J. Lowry
AUDITOR
GARY M. OLSON

BOOK 137 PAGE 4/6

TO: JOE W. BARKOWSKI and LYNNETTE M. BARKOWSKI
husband and wife
MP 2.19 R Kueffler Road
Skamania, WA 98648

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

DALE POWERS and ANNE POWERS
husband and wife
8501 N.E. Mill Plain
Vancouver, WA 98664
(206) 694-5152

016026

REAL ESTATE EXCISE TAX

AUG 16 1993

PAID *T. Bennett*

(b) Description of Contract:

Real Estate Contract dated July 10, 1991, executed by Dale Powers and Anne Powers, husband and wife, as sellers, and Joe W. Barkowski and Lynnette M. Barkowski, husband and wife, as purchasers, which Contract or a memorandum thereof was recorded under No. 111602 on July 17, 1991, records of Skamania County, Washington.

J. Lowry
SKAMANIA COUNTY TREASURER

(c) Legal description of the property:

Tract No. 13 of Columbia River Estates as more particularly shown on a survey thereof, recorded at Page 364 of Book J of Miscellaneous Records, under Auditors File No. 75655, records of Skamania County, Washington; said real property being a portion of the Northwest Quarter of the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian.

Registered

Indexed, Lit

Indirect

Filmed

Mailed

TOGETHER WITH rights of way for roads "A" and "G" for the use of the public as more particularly described on aforesaid survey recorded at Page 364 of Book "J" of miscellaneous records.

SALE INCLUDES: A 1975 Kingwood Mobile Home Vehicle Identification Number K6424PK334S4735, Title Number 8912809204

(d) Forfeiture:

The Contract described above is forfeited, the purchaser's rights under the Contract are canceled and all right, title and interest in the property of the purchaser and of all persons

Shirley J. Kimbrell, Skamania County Assessor
By: *W.C.* Parcel # 2-4-23-2-113

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 (including improvements and unharvested crops) are required to surrender such possession to the seller not later than August 26, 1993.

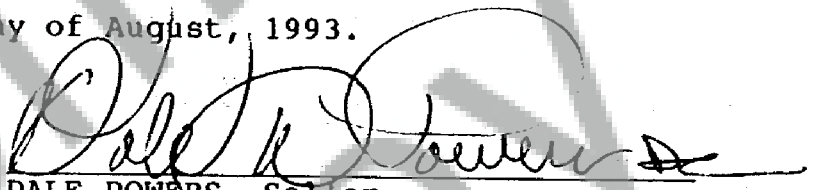
(f) Compliance with statutory procedure:

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 October 15, 1993, 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.

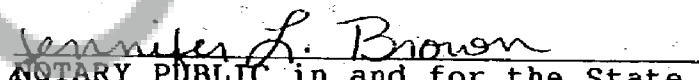
DATED this 13th day of August, 1993.


DALE POWERS, Seller


ANNE POWERS, Seller

SUBSCRIBED AND SWORN to before me this 13th day of August, 1992.




NOTARY PUBLIC in and for the State
of State of Washington.
My commission expires: 2-23-96