

DECLARATION OF FORFEITURE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

117079

BOOK 137 PAGE 513

TO: JAMES B. RENNER
P.O. BOX 382
CARSON, WA 98610

JANE DOE RENNER
P.O. BOX 382
CARSON, WA 98610

JAMES B. RENNER
P.O. BOX 544
CARSON, WA 98610

JANE DOE RENNER
P.O. BOX 544
CARSON, WA 98610

JAMES B. RENNER
M.P. 10
SMITH-BECKON ROAD
CARSON, WA 98610

JANE DOE RENNER
M.P. 10
SMITH-BECKON ROAD
CARSON, WA 98610

WESTERN BUILDERS AND
DESIGN CORPORATION
4907 N.E. 42ND AVENUE
PORTLAND, OR 97218

CHRYSLER FIRST FINANCIAL
SERVICES, CORP.
P.O. BOX 25448
PORTLAND, OR 97225

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

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Landerholm, Memovich*
etc

AUG 23 10 33 AM '93

P. Savory
AUDITOR
GARY M. OLSON

Seller's Name:

JAMES GRANTLAND, as Successor
Trustee under the testamentary
trust of Evelyn L. Higginbotham
for the benefit of Janice L.
Higginbotham

Seller's Address:

204 W. Ninth Street
Medford, Oregon 97501

Seller's Telephone No.: (503) 773-8712

(B) Description of the Contract:

Real Estate Contract dated July 6, 1988, executed by RAFE C. ANDERS, as trustee under the testamentary trust of Evelyn L. Higginbotham for the benefit fo Janice L. Higginbotham, as seller, and JAMES B. RENNER, a single man, as purchaser, which Contract or a memorandum thereof was recorded under No. 105397, Book 110, page 21, on July 6, 1988, records of Skamania County, Washington.

Registered ☒
Indexed, Lir ☒
Indirect ☒
Filmed ☒
Mailed ☒

DECLARATION OF FORFEITURE - 1

016033
REAL ESTATE EXCISE TAX

AUG 10 1993
PAID *44.00*
of Deputy
SKAMANIA COUNTY TREASURER

LAW OFFICES OF
Landerholm, Memovich,
Lansverk & Whitesides, Inc., P.S.
Broadway at Evergreen, Suite 400
P.O. Box 1088
Vancouver, Washington 98688
(206) 898-3312

Glenda J. Kimmel, Skamania County Assessor
By: *DL* Parcel # 3-5-21-2-2300

(C) Legal description of the property:

Lot 8 of the CHESTER R. NELSON SUBDIVISION in Section 21, Township 3 North, Range 8 East of the Willamette Meridian, according to the official plat thereof on file and of record at page 111 of Book "A" of Plats, records of Skamania County, Washington.

(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 all or any portion of the property through the purchaser or which is otherwise subordinate to the seller's interest in the property are terminated except the following persons and claims: Mortgage recorded June 10, 1972, under Auditor's Recording No. 74644, Book 49, Page 673, between Terry G. Rodgers and Lee Rodgers, as Mortgagor and Clark County Savings and Loan Association nka Riverview Savings Bank, as Mortgagee.

(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 and timber) are required to surrender such possession to the seller not later than August 31, 1993.

(F) Compliance with Statutory Procedure:

The Contract forfeiture was conducted in compliance with all requirements of RCW Chapter 61.30 in all material respects and 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 action to set the forfeiture aside by filing and serving the summons and complaint within sixty (60) days after the date the declaration of forfeiture is recorded if the seller did not have the right to forfeit the Contract or failed to comply with the provisions of RCW Chapter 61.30 in any material respect.

BOOK 137 PAGE 515

(H) Additional Information Required by Contract or other Agreement:

N/A

DATED this 5th day of August, 1993.

[Signature]
JAMES L. GRANTLAND, JR., Trustee
Evelyn L. Higginbotham Testamentary
Trust

STATE OF OREGON)
County of Jackson) ss.

JAMES L. GRANTLAND, JR., being first duly sworn, on
oath, deposes and states:

I am James L. Grantland, Jr., Trustee for the Evelyn L.
Higginbotham Testamentary Trust, seller of the above-described
property; I have read the above and foregoing Declaration of
Forfeiture, know the contents thereof, and believe the same to be
true.

[Signature]

SIGNED AND SWORN to before me this 5th day of August, 1993
by JAMES L. GRANTLAND, JR.

Kandice Oliver
Notary Public in and for the
State of Oregon, residing
at Medford, Oregon
My appointment expires: 2/26/95



DECLARATION OF FORFEITURE - 3

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