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AFTER RECORDING RETURN TO: L. EUGENE HANSON ATTORNEY AT LAW P 0 BOX 417 WHITE SALMON WA 98672

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SKANDAME AND MASH BY L. Eugene Hanson

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GARY H. OLSON

DECLARATION OF FORFEITURE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30 et seq.

TO: DENNIS D. SCHULTZ and DOTTIE L. SCHULTZ 3.4 Cook-Underwood RD. Cook, WA 98605

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

Lewis J. Rist. a single person, P. O. Box 334 White Salmon, WA 98672 Seller,

(b) Description of Contract:

Real Estate Contract dated the 29th day of September, 1986, executed by LEWIS J. RIST, a single person, as seller, and DENNIS D. SCHULTZ and DOTTIE L. SCHULTZ, as purchasers.

(c) Legal description of the property:

In the County of Skamania, State of Washington, described as:

Originally a portion of Lot 4 of Lewis and Pearl Rist Short Plat; which is now Lot 1 of the Lewis Rist Short Plat in the Northeast Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 9 East, W. M., recorded in Book 3 of Short Plats, page 179, records of Skamania County, Washington Washington.

(d) Forfeiture:

The Contract described above is forfeited, the Purchasers' rights under the Contract are cancelled and all right, title and interest in the property of the Purchasers and of all persons claiming an interest in all or any portion of the property through the purchaser, or which is subordinate to the Seller's interest in the property, are terminated, except to the extent otherwise stated in this Declaration of Forfeiture as to the persons or claims named, identified, or described herein described herein.

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 their possession to the Seller not later than House 1 1995.

(f) Compliance with statutory procedure:

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

(y) Action to set aside:

The Purchasers and any persons claiming any interest in the Purchasers' 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 company (1985) the court action of Forfeiture aside by filing and serving the summons and company (1985) the court action of Forfeiture (1985) the court action of Forfeiture (1985) the court action of Forfeiture (1985) the court action to set the forfeiture aside by filing and serving the summons and company (1985) the court action of Forfeiture (1985) the court action of Forfeiture (1985) the court action to set the forfeiture (1985) the court action (1985) the court action

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is recorded, if the Seller did not have the right to forfeit the Contract or failed to comply with the Act in any material respect in accordance with the provisions of RCW Chapter 61.30 et seq.

October 24, 1995.

L. EUGENE HANSON, Attorney for LEWIS J. AIST

STATE OF WASHINGTON)

County of Island)

I certify that I know or have satisfactory evidence that CONNIE YOUNG is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to executed the instrument and acknowledged it as attorney in fact for LEWIS J. RIST to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October <u>24</u>, 1995.

Notacy Public in and for the State of Washington.

My Appointment Expires: 10 - 3 - 98

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