

AFTER RECORDING MAIL TO:

**Woodrich & Archer LLP**  
**P.O. Box 510**  
**Stevenson WA 98648**  
**(509) 427-5665**

**Document Title(s) or transactions contained therein:**

1. Affidavit of Return of Service

**Grantor(s):** [Last name first, then first name and initials]

1. David C. L'Hommedieu
2. Gretchen L'Hommedieu
3. Ronda Closner-Sensenig
4. Tim Sensenig

**Grantee(s):** [Last name first, then first name and initials]

1. David C. L'Hommedieu
2. Gretchen L'Hommedieu
3. Ronda Closner-Sensenig
4. Tim Sensenig

**Abbreviated Legal Description:** [i.e., lot/block/plat or sec/twp/range/4/1/4]

Portion of Tract 1 of Beacon Highlands

Complete legal description is on page 2 of attached Amended Notice of Intent to Forfeit

**Reference Number(s) of Documents Assigned or Released:** [Bk/Pg/Aud#]

Real Estate Contract recorded in Book 226, Page 637 of Skamania County Records  
Amended Notice of Intent to Forfeit - Document # 2004153099 of Skamania County Records

**Assessor's Property Tax Parcel/Account Number(s):**

02-06-26-3-0-1000-00

# Return of Service

Service of the Summons and Complaint was made by me

DAVID VANDENBOOM  
NAME OF SERVER (PRINT)

DATE 5/29/04 9:50 AM

TITLE AMEX 2073

Check one box below to indicate appropriate method of service

Served personally upon the defendant. Place where served: 1420 WHITTINGTON DR. RALEIGH, NC 27614  
TIM CLOSNER\*

Left copies thereof at the defendant's dwelling house of usual place of abode with a person of suitable age and discretion then residing therein.

Name of person with whom the summons and complaint were left: \_\_\_\_\_

Return unexecuted: \_\_\_\_\_

Other (specify): \* NOTE: SERVED TIM SENSENIA  
[CLOSNER IS HIS EX-WIFE'S MAIDEN NAME]

### STATEMENT OF SERVICE FEES

| TRAVEL | SERVICES | TOTAL |
|--------|----------|-------|
|        |          |       |

### DECLARATION OF SERVER

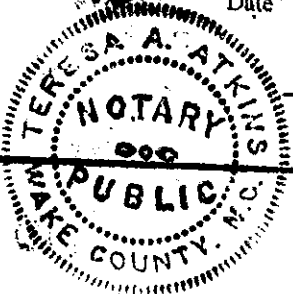
I declare under penalty of perjury under the laws of the United States of America that the forgoing information contained in the Return of Service Fees is true and correct.

Teresa A. Atkins  
My Commission Expires July 13, 2005

Executed on June 2, 2004  
Date

David Vandenberg  
Signature of Server

5820 TRIANGLE DR. RALEIGH, NC 27617  
Address of Server



**AFTER RECORDING MAIL TO:**

**Woodrich & Archer LLP**  
**P.O. Box 510**  
**Stevenson WA 98648**  
**(509) 427-5665**

**Document Title(s) or transactions contained therein:**

1. Amended Notice of Intent to Forfeit

**Grantor(s): [Last name first, then first name and initials]**

1. David C. L'Hommedieu
2. Gretchen L'Hommedieu
3. Ronda Sensenig
4. Tim Closser

**Grantee(s): [Last name first, then first name and initials]**

1. David C. L'Hommedieu
2. Gretchen L'Hommedieu
3. Ronda Sensenig
4. Tim Closser

**Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/AAA]**

**Portion of Tract 1 of Beacon Highlands**

Complete legal description is on page 2 of document

**Reference Number(s) of Documents Assigned or Released: [Blk/Pg/Aud#]**

Real Estate Contract recorded in Book 226, Page 637 of Skamania County Records

**Assessor's Property Tax Parcel/Account Number(s):**

02-06-26-3-0-1000-00 *O.S.*  
*add*

After recording Mail to:

Kenneth B. Woodrich PC  
Woodrich & Archer LLP  
PO Box 510  
Stevenson, WA 98648

**AMENDED NOTICE OF INTENT TO FORFEIT  
REAL ESTATE CONTRACT  
RCW 61.30 *et seq.***

TO: RONDA SENSENIG, A Single Person

AND TO: TIM CLOSNER, A Single Person

1. You and each of you are hereby notified that unless the default(s) hereinafter referred to under the Contract hereinafter referred to are cured on or before the forfeiture date hereinafter referred to, the legal owner of the property described in the Contract will elect to declare a forfeiture of and cancel the Contract.

The name Address and telephone number of the Seller is as follows:

David C. L'Hommedieu  
Gretchen L'Hommedieu  
PO Box 130  
Stevenson, WA 98648  
(509) 427-5383

The name Address and telephone number of the Seller's attorney is as follows:

Kenneth B. Woodrich PC  
Woodrich & Archer LLP  
110 SE Cascade Avenue  
PO Box 510  
Stevenson, WA 98610  
(509) 427-5665

2. The Contract herein referred to was executed in writing on Contract dated July 18, 2002, executed by David C. L'Hommedieu and Gretchen L'Hommedieu, as Seller, and Ronda Sensenig, a single person, as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 145296, Book 226, Page 637 on July 18, 2002, records of Skamania County, Washington, for the sale and purchase of the following-described real property situate in Skamania County, Washington:

A tract of land situated within the Southeast Quarter of the Southwest Quarter, Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington and described as:

That portion of Tract No. 1 of BEACON HIGHLANDS which lies Westerly of the Easterly right of way line of EASEMENT C; plus that portion of the West 155.43 feet of the South 661.07 feet of said Section 26 as measured perpendicular to the West line thereof which lies South of and adjacent to the centerline of EASEMENT A; ALSO PLUS that portion of the South 661.07 feet of the Section 26 as measured along the West line thereof which lies Northwesterly of the Southeasterly right of way line of EASEMENT A and adjacent to the East of the hereinabove described West 155.43 feet; ALL as shown of the map thereof recorded in Book 1, Page 257 of Surveys.

Assessor's Property Tax Parcel/Account Number(s): 02-06-26-3-0-1000-00

3. The default(s) herein referred to consist of the following:
- (a) Failure to pay when due Semiannual principal and interest payments in the amount of \$7,650.40 each, due January 18, 2003, June 18, 2003 and January 18, 2004 for a total sum of \$22,951.20 as required by Paragraph 4(c) of the Contract.
  - (b) Failure to pay when due Skamania County real property taxes for the years 2002 and 2003 in the sum of \$1874.65 (through April 30, 2004, plus any sums owing after that date including real property taxes owed for the first half of 2004 of \$488.44 plus additional interest for 2002 and 2003 taxes).
4. The contract will be forfeited on AUGUST 25, 2004 if all defaults are not cured by that date.
5. The effects of forfeiture include, to the extent applicable, that:

(a) All right, title and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser, or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated;

(b) The purchaser's rights under the contract shall be canceled;

(c) All sums previously paid under the contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto;

(d) All of the purchaser's rights in all improvements made to the property shall belong to the seller; and

(e) The purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property and improvements to the seller ten days after the declaration of forfeiture is recorded.

6. In order to cure the default(s), you must pay the following amounts or take the following action:

(a) Pay all Skamania County real property taxes in the sum of \$ 1,874.65 through April 30, 2004 to a current status. If payment is made after April 30, 2004, additional taxes for the first half of 2004 of \$488.44 will be owed plus additional interest for taxes owed in 2002 and 2003.

(b) Pay all contract payments including January 18, 2003, June 18, 2003 and January 18, 2004 principal and interest payments each in the sum of \$7,650.40 for a total of \$22,951.20 and the payment due June 18, 2004 if cured after that date and bring all contract payments to a current status.

7. In addition, the following payments, charges, fees and costs must be paid to cure the default(s) if the default(s) are cured before the Declaration of Forfeiture is recorded:

|                    |           |
|--------------------|-----------|
| Cost of:           |           |
| Title Report       | \$ 802.50 |
| Postage            | \$ 10.00  |
| Photocopies        | \$ 10.00  |
| Service of Process | \$ 110.00 |
| Telephone Charges  | \$ 7.00   |
| Recording Fees     | \$ 25.00  |

Attorney Fees \$2,000.00


TOTAL ADDITIONAL COSTS: \$2,964.50

8. The person to whom this notice is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

9. The person to whom this notice is given may have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the seller's interest in the property. The excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid the purchaser. The court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court. Any action to obtain an order for public sale must be commenced by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

10. The Seller is not required to give any person any other notice of default before the declaration, which completes the forfeiture is given.

DATED this 25<sup>th</sup> day of May, 2004.

  
Kenneth B. Woodrich PC.  
WSB # 19654

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