

Doc # 2005157632
Page 1 of 4
Date: 06/14/2005 12:10P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$22.00

After recording Mail to:

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

REAL ESTATE EXCISE TAX

24986

JUN 14 2005

PAID Exempt
by deputy
SKAMANIA COUNTY TREASURER

DECLARATION OF FORFEITURE
REAL ESTATE CONTRACT
RCW 61.30 et seq.

TO: **Ralph Kurth and Sue Kurth, husband and wife**
ABN Home Valley Convenience Store

Brief property description:

A tract of land in Sections 27 & 34, Township 3 North, Range 8
East of the Willamette Meridian in the County of Skamania,
State of Washington, more particularly described on page 2.

Tax Parcel No: 03-08-27-4-0-2000-00

6-14-05

You and each of you are hereby notified that the
defaults hereinafter referred to under the Contract hereinafter
referred to are not cured and the forfeiture date has expired.
The legal owner of the property described in the Contract has
elected to declare a forfeiture of and cancel the Contract.

Recorded 8-11-2003 B248, page 184 Auditor 149797.

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

GAIL DUNOVEN, Trustee of the Dunoven Trust dtd 6/30/99
PO Box 55
Carson, WA 98601
(509) 427-4713

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 Gary H. Martin, Skamania County Assessor
(509) 427-5665

Date 6-14-05 Parcel # 3-8-27-4-2000
ESTM

The Contract herein referred to was executed in writing on August 7, 2003 by Gail Dunoven, as Seller, providing for the sale to **Ralph J. Kurth and Susan G. Kurth, husband and wife**, as Purchaser, of the following-described real property situate in Skamania County, Washington:

A tract of land in Sections 27 & 34, Township 3 North, Range 8
East of the Willamette Meridian in the County of Skamania,
State of Washington, described as follows:

Beginning at a point of the section line common to the said Sections 27 and 34 which is north $89^{\circ} 22' 30''$ west 842.9 feet more or less from the southeast corner of the said Section 27 to the Southeasterly line of Lot 1 of the Short Plat recorded in Book 3, Page 111; thence south $23^{\circ} 59'$ west 61.67 feet to the northerly right of way line of Primary State Highway No. 8; thence south $66^{\circ} 01'$ east along said highway right of way line 262.64 feet; thence north $23^{\circ} 59'$ east 101.51 feet; thence north $66^{\circ} 01'$ west 262.64 feet; thence south $23^{\circ} 59'$ west 39.84 feet to the point of beginning.

The Contract was recorded under Auditor's File No. 149797, Book 248, Pages 189-207, records of Skamania County, Washington.

The purchaser is in default and all the purchaser's rights under the Contract are canceled herein 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 to the extent otherwise stated in the declaration of forfeiture as to persons or claims named, identified, or described.

All persons whose rights in the property have been terminated and who are in or come into possession of any

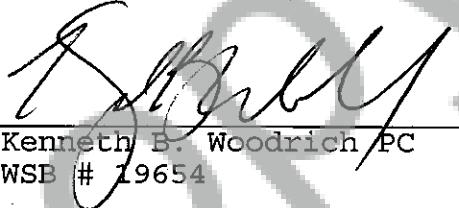
portion of the property, including improvements, are required to surrender such possession to the seller not later than June 18, 2005.

The forfeiture was conducted in compliance with all requirements of RCW 61.30.070 in all material respects and applicable provisions of the Contract.

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 has the right to commence a court action to set the forfeiture aside by filing and serving the summons and complaint within sixty days after the date of the declaration of forfeiture is recorded if the seller did not have the right to forfeit the contract or fails to comply with RCW 61.30.070 in any material respect.

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.

DATED this 7th day of June, 2005.


Kenneth B. Woodrich PC
WSB # 19654

AFFIDAVIT OF SERVICE

STATE OF WASHINGTON)
) SS:
County of Skamania)

I certify that on the 8th day of June, 2005 I served the foregoing Notice of Intent to Forfeit Real Estate Contract pursuant to RCW 61.30.050 by depositing true copies thereof in the U.S. mails at Stevenson, Washington, in sealed envelopes, with postage paid, one copy of regular mail and one copy by Certified, Return Receipt mail, directed as follows:

Ralph Kurth and Sue Kurth,
14011 SE 20th Way
Vancouver, WA 98684

and

Ralph Kurth and Sue Kurth,
50151 SR 14
Stevenson, Washington 98648

Nicole L. Woodrich

SIGNED and sworn to before me this 8th day of June, 2005
by Nicole L. Woodrich.

~~NOTARY PUBLIC in and for
the State of Washington~~

