

Return Address

Shawn R. MacPherson
430 NE Everett Street
Camas, WA 98607

**DECLARATION OF FORFEITURE
PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30**

Sellers: Kathleen M. Marlowe and Richard Allen Marlowe,
husband and wife

Buyer: Kelly J. Anderson, an unmarried woman

Legal description (abbrev.): S17, T3N, R8E.

Assessor's Tax Parcel ID#: 03-08-17-4-0-1300-00 *JM*

Prior Reference No.: 2010175694; 2009173824 *VC*

**TO: KELLY J. ANDERSON
222 Dillingham Loop Road
Carson, WA 98610**

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is hereby declared forfeited, and you are provided the following information with respect thereto:

1. The name, address and telephone number of the Seller giving this notice is as follows:

SELLERS

KATHLEEN M. MARLOWE and RICHARD ALLEN MARLOWE
2651 N. "M" Street
Washougal, WA 98671

SELLERS' ATTORNEY

Shawn R. MacPherson
Attorney at Law
430 NE Everett Street
Camas, WA 98607
(360) 834-4611

2. Description of the Contract: The Real Estate Contract referred to herein is dated August 31, 2009, and was executed by Kathleen M. Marlowe and Richard Allen Marlowe, husband and wife, as Sellers, and Kelly J. Anderson, an unmarried woman, as Purchaser. Said contract was recorded on September 9, 2009, under Skamania County Auditor's File No. 2009173824.

3. Legal Description of Property: The legal description of the property which is the subject of this forfeiture is described as follows:

County of Skamania, State of Washington

BEGINNING at the Southwest corner of the Southeast Quarter of
Section 17, Township 3 North, Range 8 East of the Willamette
Meridian; in the County of Skamania, State of Washington; thence

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Pursuant to the Revised Code of Washington Chapter 61.30

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East 30 feet; thence North 1,536.55 feet; thence East 208.5 feet to the initial point of the tract hereby described; thence East 120.5 feet; thence North 104.25 feet; thence West 120.5 feet; thence South 104.25 feet to the initial point.

Skamania County Assessor
Date 9-16-10 Parcel# 3-8-17-4-0-1300 *LM*

4. Forfeiture: The Contract described above is forfeited as of September 16, 2010 and the Purchaser's rights under said Contract are canceled, and all right, title and interest in the property of the Purchaser and of all persons claiming an interest in the Contract, the property or any portion of either through the Purchaser are terminated.

5. 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 September 27, 2010.

6. Compliance with Statutory Procedure: The forfeiture was conducted in compliance with all requirements of RCW Chapter 61.30 and the applicable provisions of the Contract described above.

7. 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 aside the forfeiture 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 in any material respect with the provisions of Chapter 61.30, Revised Code of Washington.

DATED this 14 day of September, 2010.

R. Marlowe
Richard A. Marlowe

Kathleen M. Marlowe
Kathleen M. Marlowe

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me RICHARD A. MARLOWE and KATHLEEN M. MARLOWE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of September, 2010.

Kim D. Lewis
Notary Public in and for the State of
Washington, Residing at Camas.
My appointment expires: 7-20-12

