

Return Address

Roger D. Knapp  
430 NE Everett Street  
Camas, WA 98607

DECLARATION OF FORFEITURE

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30

Seller: John M. Ratcliff and Karen L. Ratcliff

Buyer: Robert A. Holmes

Legal descrip. (abbrev.): Lots 5, 6 and 7 Block 2 Maple Hill Tracts No. 2 Book A/Page 125

Tax Parcel ID # 03072520140000

Prior Document Nos. 2009174319; 2010176947

Skamania County Assessor

Date 3-30-11 Parcel # 3-7-25-2-1400

TO: ROBERT A. HOLMES  
81 Rockwood Drive  
Stevenson, WA 98648

REAL ESTATE EXCISE TAX

29006

MAR 31 2011

TO: KENDAL E. HOLMES  
81 Rockwood Drive  
Stevenson, WA 98648

PAID

Exempt

Vickie Chelland, Deputy  
SKAMANIA COUNTY TREASURER

GORGE RECOVERY SERVICE, INC.  
c/o Brian K. Gerst, Attorney at Law  
P.O. Box 1086  
Vancouver, WA 98666-1086

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

John M. Ratcliff  
Karen L. Ratcliff  
3417 SE 362<sup>nd</sup> Avenue  
Washougal, WA 98671

2. Description of Contract: The Real Estate Contract referred to herein is dated October 16, 2009, and was executed by John M. Ratcliff and Karen L. Ratcliff, husband and wife, as Seller, and Robert A. Holmes, a single man, as Purchaser. Said Contract was recorded on November 23, 2009, under Auditor's File No. 2009174319, records of Skamania County, Washington.

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

Lots 5, 6 and 7 of Block 2 of the MAPLE HILL TRACTS NO. 2,  
according to the recorded Plat thereof, recorded in Book "A" of  
Plats, Page 125, in the County of Skamania, State of Washington.

## Declaration of Forfeiture

Pursuant to the Revised Code of Washington Chapter 61.30

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THIS CONVEYANCE IS SUBJECT TO COVENANTS  
CONDITIONS, RESTRICTIONS AND EASEMENTS, IF ANY,  
AFFECTING TITLE WHICH MAY APPEAR IN THE PUBLIC  
RECORD, INCLUDING THOSE SHOWN ON ANY  
RECORDED PLAT OR SURVEY.

4. Forfeiture: The Contract described above is forfeited as of February 25, 2011, and the Purchaser's rights under the Contract are canceled, 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 are hereby 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 no later than March 7, 2011.

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 22<sup>nd</sup> day of February, 2011.

John M. Ratcliff  
John M. Ratcliff

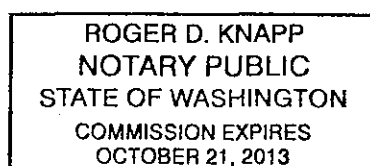
Karen L. Ratcliff  
Karen L. Ratcliff

STATE OF WASHINGTON )

COUNTY OF CLARK )

On this 22<sup>nd</sup> day of March, 2011, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN M. RATCLIFF and KAREN L. RATCLIFF, husband and wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the purposes therein mentioned.

22<sup>nd</sup> IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of February, 2011.



[Signature]  
Notary Public in and for the State of  
Washington, residing at Grays  
My commission expires: 10-21-13