

After Recording Return To:

KATY J. ARCHER P.C.
P.O. Box 510
Stevenson, Washington 98648
(509) 427.5665

DECLARATION OF FORFEITURE

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: DENNIS FOSTER

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

Name: Gabe Spencer and Maria Spencer

Address: P.O. Box 1144, Stevenson, Washington 98648

Telephone Number: (509) 427-5778

(b) Description of Contract:

Real Estate Contract dated November 16, 2006, executed by Gabe Spencer and Maria Spencer, as seller, and Dennis D. Foster, as purchaser, which Contract or a memorandum thereof was recorded under No. 2006163757 on November 20, 2006, records of Skamania County, Washington.

(c) Legal description of the property: Lots 10 and 11, Block A, Town of Carson, according to the plat thereof, recorded in Book "A" of plats, page 23, records of Skamania County, Washington. Tax Parcel Number 03-08-29-1-1-1101-00.

(d) Forfeiture:

The Contract described above is forfeited, the purchaser's rights under the Contract are canceled and all right, title and interest of the purchaser in the property 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 the following persons and claims: Deed of Trust and the terms and conditions thereof: Grantor: Fred Newman a Single Person and Laura Esaacson, A Single Person, First American Title Insurance Company, a California corporation, Kenneth R. Foster and Johana J. Foster, Husband and Wife, Original Amount: \$130,000.00 Dated August 20, 2004 Recorded August 20, 2004 Auditor's File Number Book 187, page 438, 134571

(e) 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, unharvested crops and timber) are required to surrender such possession to the seller not later than June 6, 2014.

(f) Compliance with statutory procedure:

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

(g) 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 a summons and complaint within sixty (60) days after the date this Declaration of Forfeiture is recorded, if the seller did not have the right to forfeit the Contract or failed to comply with the provisions of RCW Chapter 61.30 in any material respect.

(h) Additional Information Section 20(d) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days the forfeiture.

