

AFTER RECORDING RETURN TO:

Name William R. Allen

Address 504 East Fairhaven, Suite 201

City, State, Zip Burlington, WA 98233



200002090080

Kathy Hill, Skagit County Auditor

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Abbrev. Leg. Lot 38, EAGLE VALLEY PUD, Vol. 15, pp. 181-183
Tax Parcel No. 4632-000-038-0007/ P106931
Grantor. Landed Gentry
Grantee. Lyons, Earl
Ref. No. 9803160028

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

TO: EARL LYONS
5051 AERIE LANE
SEDRO-WOOLLEY WA 98284

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

Seller

Landed Gentry Development, Inc.
504 East Fairhaven
201
Burlington, WA 98233

(360) 755-9021

Seller's Attorney

William R. Allen
504 East Fairhaven, Suite
Burlington, WA 98233

(360) 755-2264

(b) Description of the contract:

Real Estate Contract dated March 10, 1998, executed by Earl L. Lyons, an unmarried man, as seller, and Landed Gentry Development, Inc. a Washington corporation, as buyer, which Contract or memorandum thereof was recorded on March 16, 1998, under No. 9803160028, records of Skagit County, Washington.

(c) Legal description of the property.

Lot 38, EAGLE VALLEY P.U.D. according to the plat thereof recorded in Volume 15 of Plats, pages 181 through 183, records of Skagit County, Washington.

Situate in Skagit County, Washington.

(d) Forfeiture

You are notified that the Contract described in Paragraph (b) above is forfeited with the following results:

1. The buyers rights under the contract are cancelled;
2. all right, title and interest of the buyer in the property is terminated;
3. all right, title and interest of any persons claiming an interest in all or any portion of the property through the buyer, or whose interest is subordinate to the seller's interest in the property, are terminated, except the following persons and claims:

(e) Surrender of possession

All persons whose rights in the property have been terminated and who possess or come into possession of any portion of the property (including improvements, unharvested crops, and timber) are required to surrender possession no later than February 27, 2000.

(f) Compliance with statutory procedure.

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

(g) Action to set aside.

You have the right to bring an action to set aside this forfeiture if the seller did not have the right to forfeit the Contract or failed to comply with the provisions of Chapter 61.30 in any material respect. If you wish to exercise this right, you must file and serve a summons and complaint on the seller or the person who signed this Declaration of Forfeiture not later than April 14, 2000.



DATED February 7, 2000.

Landed Gentry Development, Inc.

by 
Brian D. Gentry, Vice-President

STATE OF WASHINGTON)

ss.

COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Brian Gentry is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Vice-President of Landed Gentry Development, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


Witness my hand and official seal hereto affixed this 7th day of February, 2000.


William R. Allen

Notary Public in and for the State of Washington, residing at Burlington.
My appointment expires March 10, 2002.

33786
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

FEB - 9 2000

Amount Paid \$ 0
Skagit Co. Treasurer
By  Deputy

Declaration of Forfeiture

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Kathy Hill, Skagit County Auditor

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