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July 19, 1990

Mr. Robert K. Leick
Skamania County Prosecuting
Attorney
Skamania County Courthouse
Stevenson WA 98648

Hand-Delivered

Re: Kallas v. Kallas, et ux., et al.

Dear Mr. Leick:

Our firm represents Erika Kallas, and we are preparing to file a suit in Skamania County Superior Court to collect upon a debt arising from an out-of-court child support settlement, evidenced by a promissory note, secured by a mortgage of real property.

The maturity date of the note was Erika's 18th birthday which occurred at the end of August of 1989. No portion of the debt secured by the mortgage has been paid by Mr. Kallas, despite demand duly made upon him.

In preparing to file suit to foreclose upon the mortgage, we requested that the Skamania County Title Company prepare a litigation guarantee. The title company advised us that it could not do so because Erika's mortgage did not exist of public record. At that time, I personally checked the Auditor's records and discovered that an error had occurred in 1981.

The note and mortgage were executed by Erika's father, James Kallas, and her stepmother, Glenda Kallas (now Glenda Wycoff), on January 2, 1981. On that date, Mr. Kallas delivered the subject mortgage, along with another mortgage, to the Skamania County Auditor's office for recordation. The second mortgage was identical to the one to our client except that the mortgagee was Erika's sister. The Auditor's office recorded the mortgage to Erika's sister but, instead of recording the mortgage to our client, conformed it to the recording data stamped on the mortgage to Erika's sister. Both mortgages were returned to our client's mother's attorney in Olympia.

Since January 2, 1981, Mr. Kallas has further encumbered the subject real property in the total sum of \$51,500.00. A copy of the litigation guarantee is attached hereto for your reference. Ms. Kallas is not able to foreclose upon the mortgage as she cannot bid more than her own debt at sale. Therefore, she is forced to attempt to collect the debt from her father, whom she advises is not employed at this time and is without other financial assets.