

WHEN RECORDED RETURN TO:

John McCallum
P.O. Box 733
Stevenson, WA
98648

DOCUMENT TITLE(S)

Summons

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Charmaine Colt

☐ Additional names on page _____ of document.

GRANTEE(S):

John McCallum

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 1, HAZEL S.P. T110

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

02-07-01-20-020 200

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAMANIA

JOHN MCCALLUM,) No.
Plaintiff,)
vs.) SUMMONS
CHARMAINE COLT,)
Defendant.)

TO: CHARMAINE COLT, DEFENDANT:

A lawsuit has been started against you in the above entitled Court
by JOHN MCCALLUM, PLAINTIFF:

The Plaintiff's claims are stated in the written Amended Complaint,
a copy of which is served upon you with this Summons.

In order to Defend against this lawsuit, you must respond to the
Complaint by stating your defense in writing, and serve a copy upon the
undersigned attorney for the Plaintiff within twenty (20) days after the
service of this Summons, or within sixty (60) days if served upon you

Ross R. Rakow
Attorney at Law
117 E Main St.
Goldendale, WA 98620
Tele: (509) 773-4988
Fax: (509) 773-5143

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3 outside the State of Washington, excluding the day of service, or a default
4 judgment may be entered against you without notice. A default
5 judgment is one where Plaintiff is entitled to what Plaintiff asks for
6 because you have not responded. If you serve a notice of appearance on
7 the undersigned attorney, you are entitled to notice before a default
8 judgment may be entered.
9

10
11 If you wish to seek the advice of an attorney in this matter, you
12 should do so promptly so that your written response, if any, may be
13 served on time.
14

15 This Summons is issued pursuant to the Civil Rules of the State of
16 Washington.
17

18 Dated this 15th day of September, 2008.
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22 Ross R. Rakow WSBA #4879
23 Attorneys for Plaintiff
24 117 East Main Street
25 Goldendale, Wa. 98620
26 Tele: 509-773-4988
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Ross R. Rakow
Attorney at Law
117 E Main St.
Goldendale, WA 98620
Tele: (509) 773-4988
Fax: (509) 773-3143

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAMANIA

JOHN MCCALLUM,) No.
Plaintiff,)
vs.) COMPLAINT
CHARMAINE COLT,)
Defendant.)

Plaintiff complains and alleges as follows:

FOR PLAINTIFF'S FIRST CAUSE OF ACTION.

1. At all times material herein each of the parties above named were single individuals and residents of Skamania County, State of Washington and were in all ways entitled to sue and be sued therein.

2. Plaintiff has caused a good and sufficient lis pendens to be prepared, subscribed and filed with the office of the Auditor of said county giving notice of his claims herein which is hereby incorporated.

3. Defendant is the record owner of real property situated in said county and state more particularly described on such Lis Pendens.

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4 At various times and in several amounts plaintiff loaned to
5 defendant the sum of Forty Five Thousand Six Hundred and Eighty
6 Seven (\$45,687.09) Dollars.
7

8 Defendant agreed to re-pay the foregoing loans upon her
9 receipt of money from (1) the sale of the above described real property
10 or (2) refinancing or (3) other outside sources (4) within a reasonable
11 period of time.
12

13 6. The defendant has wrongfully refused to sell, refinance, or
14 secure other sources for re-payment nor to pay the loans within a
15 reasonable period of time and they are now due and payable in full.
16

17 7. The circumstances of these loans were such that a constructive
18 trust should be imposed upon the subject real property in favor of
19 plaintiff.
20

21 8. The parties made and entered into writings memorializing their
22 agreement respecting said loans on February 19th and June 10th, 2008
23 copies of which are attached and incorporated herein as if set forth in
24 full at this place.
25

26 9. Plaintiff has incurred and will hereafter incur, legal expenses
27 for his attorney and court costs in the bringing and maintenance of this
28 action and shall be entitled to recover the same pursuant to the
29 provisions of aforesaid written agreements in such sum as plaintiff does
30 not now know with certainty but believes will not exceed \$15,000.00.
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3 10. The amounts of the aforesaid loans were liquidated and thus
4 plaintiff should be allowed %12 interest from the date of the service of
5 this Summons and Complaint upon defendant.
6

7 **FOR PLAINTIFF'S SECOND CAUSE OF ACTION.**
8

9 11. At all times material herein each of the parties above named
10 were single individuals and residents of Skamania County, State of
11 Washington and were in all ways entitled to sue and be sued therein.
12

13 12. Within three years last past plaintiff provided labor in the
14 upkeep, maintenance and repair of real property of defendant at her
15 request and to her benefit of the reasonable value of Sixteen Thousand
16 One Hundred and six (\$16,106.51) Dollars which sum is now due and
17 payable which should bear interest at 12% per annum until paid.
18

19 **WHEREFORE**, plaintiff prays that the court conduct its hearings
20 herein and thereupon grant to plaintiff
21

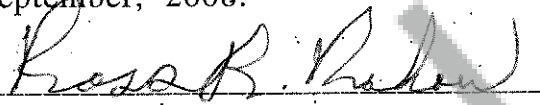
22 Upon his First Cause of Action a money judgment in the amount of
23 \$45,687.09 together with interest at the rate of 12% per annum from
24 the date of service of Summons and Complaint herein until paid plus his
25 attorney's fees and statutory costs as reasonably incurred and
26 thereupon impose a constructive trust upon the subject real property to
27 secure the payment of the same; and
28

29 Upon his Second Cause of Action for a further money Judgment in
30 the amount of \$16,106.51.
31
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3 Such other and further relief as shall be equitable in the premises.
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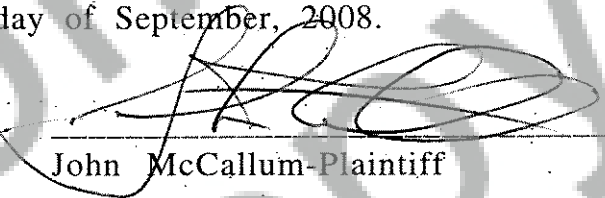
5 Dated this 15th day of September, 2008.
6

7 
8 Ross R. Rakow WSBA #4879
9 Attorney for Plaintiff

10
11 **VERIFICATION BY DECLARATION**
12

13 I, John McCallum, hereby declare under the penalties fo perjury
14 that I am the plaintiff in the foregoing complaint, that I have read the
15 same and that the same is true.
16

17 Dated this 18 day of September, 2008.
18

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20 John McCallum-Plaintiff
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Ross R. Rakow
Attorney at Law
117 E Main St.
Goldendale, WA 98620
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Fax: (509) 773-3143

SEP-12-2008(FRI) 13:36

(FAX) 15094278969

P 003/006

Loan Agree. #:

Agreement to Loan and Repay Money between Charmaine Colt and John McCallum

1. John McCallum to date has loaned Charmaine Colt \$2,700.00.00 which she agrees to repay.
2. Additionally John McCallum has allowed Charmaine Colt to use two of his visa cards for her personal use.
 - 1) CitiCard Visa # [REDACTED] with an \$11,100.00 limit
 - 2) WA MU Visa # [REDACTED] with a \$5,500.00 limit.

Note: The WA MU credit card is expiring and a new WA MU card is to be issued in it's place. When it is issued Charmaine Colt will be allowed to use the full credit of this card as well, being responsible for all the debt she incurs.

All debts incurred under the above two credit cards by Charmaine Colt will be repaid entirely by Charmaine Colt. Additionally Charmaine Colt agrees to keep both credit cards current, that is making monthly payments to ensure that neither the credit cards nor John McCallums credit becomes delinquent or impaired.

3. Additionally John McCallum is willing if necessary to activate a check for \$7,000.00 from his United Mileage Plus Visa, # [REDACTED] and Charmaine Colt. If this check is activated Charmaine Colt agrees to reimburse John McCallum the original amount of \$7,000.00 plus any check writing fees incurred as well as the accrued interest charged by the credit card company until Charmaine Colt has repayed the amount she is responsible for.

4. All of the debts incurred by Charmaine Colt from monies and credit loaned to her by John McCallum will be repaid immediately when any one of the following events happens:

- A. Charmaine Colt sells her house and receives the money from the sale.
- B. Charmaine Colt refinances her house and receives money from the refinancing.
- C. Charmaine Colt receives money from any outside source such as her family, friends or any other entity.

5. The exact amount of money owed to John McCallum from Charmaine Colt will be calculated on the day all loans are satisfied. It is recognized that credit card debt accrues until the final amounts are received by the credit card companies so she therefore may have to contact the credit card companies to get the exact payoff amounts.

6. Should a dispute arise that would require legal action by either John McCallum or Charmaine Colt to enforce any and or all of this agreement, the prevailing party is entitled to all of his or her associated legal fees incurred as a result of any dispute.

Dated this day

February 19, 2008


 John McCallum


 Charmaine Colt

SEP-12-2008(FRI) 13:38

(FRX)15094278969

P.005/006

LOAN AGREE. #

June 10, 2008

Agreement to Loan and Repay Money between Charmaine Colt and John McCallum

In addition to the February 19, 2008 agreement between Charmaine Colt and John McCallum, John McCallum has to date loaned Charmaine Colt another \$12,000.00.


The \$12,000.00 consists of House payments (including penalties and interest incurred by John McCallum), Utility payments, TV payments, Credit Card payments and repairs to his 1995 Nissan and Home from damage caused by the actions of Charmaine Colt as well as living expenses such as food and gas and car payments and insurance.

All of the debts incurred by Charmaine Colt from monies and credit loaned to her by John McCallum will be repaid immediately when any one of the following events happen:

- A. Charmaine Colt sells her house and receives the money from the sale.
- B. Charmaine Colt refinances her house and receives money from the refinancing.
- C. Charmaine Colt receives money from any outside source such as her family, friends or any other entity.

As of June 10, 2008 Charmaine Colt owes the above amount of money to John McCallum. Should a dispute arise that would require legal action by either John McCallum or Charmaine Colt to enforce any and all of this agreement, the prevailing party is entitled to all of his or her associated legal fees incurred as a result of any dispute.

Dated this day

June 10th, 2008
John McCallum
Charmaine Colt

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SKAMANIA

JOHN MCCALLUM,) No.
Plaintiff,)
vs.) LIS PENDENS
CHARMAINE COLT,)
Defendant.)

NOTICE IS HEREBY GIVEN of the pendency of the within and foregoing action which has as its subject matter a prayer for money judgment of \$59,793.80 and to impress a constructive trust upon the following described real property, in security for the payment of the same, lying and being situated in SKAMANIA COUNTY, STATE OF WASHINGTON, described as follows:

Lot 1 Hazel Short Plat, book "T" page 110, records of the office of the Auditor of said County.

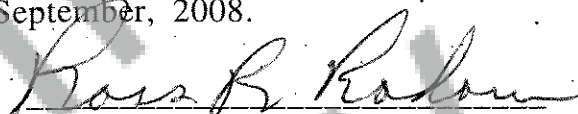
PARCEL NO: 0207-0120-020200

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4 The object of this action is to obtain a money judgment of this
5 court and to impose a constructive trust upon the subject property in
6 which plaintiff is beneficiary together with a judgment against
7 defendant for attorneys fees and costs which plaintiff believes will not
8 exceed an additional \$15,000.00.
9

10
11 All persons hereafter taking title to the foregoing real property
12 above described will take subject to the claims of plaintiff as will be
13 established in the foregoing action.
14

15 Dated this 15th day of September, 2008.
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19 Ross R. Rakow WSBA #4879
20 Attorneys for Plaintiff
21 117 East Main Street
22 Goldendale, Wa. 98620
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