

WHEN RECORDED RETURN TO:
Ryan Castle
Helios Law Group
2219 Rimland Dr., Ste. 301
Bellingham, WA 98226

DOCUMENT TITLE(S)
Notice of Intent to Forfeit

REFERENCE NUMBER(S) of Documents assigned or released:
 2006160451
 Additional numbers on page _____ of document.

GRANTOR(S):
 John McCallum
 Additional names on page _____ of document.

GRANTEE(S):
 Noah Soule
 Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
NW 1/4 SEC 17 T3N R8E
 Complete legal on page 2 of document.

TAX PARCEL NUMBER(S):
03-08-17-2-0-0160-03
 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.



David Savage - Managing Partner
Jacob Kuykendall - Managing Partner
Ryan Castle - Partner
Michael Fahey - Partner
Karen Hernandez - Partner
Jeffrey Smoot - Of Counsel

HELIOS LAW GROUP, PLLC

VIA US CERTIFIED MAIL
AND REGULAR FIRST CLASS MAIL

April 27, 2017

NOTICE OF INTENT TO FORFEIT
THE PROPERTY AT 231 OLD DETOUR ROAD, CARSON, WA 98610
ASSESSOR'S PROPERTY TAX PARCEL # 03-08-17-2-0-0160-00

Noah Soule
2253 Hwy 99, # 16
Ashland, OR 97520

Dallas Hughes
231 Old Detour Road
Carson, WA 98610

Towne, Richards & Chaudiere, Inc.
105 NE 56th Street
Seattle, WA 98105-3799

Per RCW 61.30.070, the seller, John McCallum, of the above-described property hereby provides this Notice of Intent to Forfeit against the buyer, Noah Soule, with the following required information:

RCW 61.30.070(1)

(a) Seller:

John McCallum
PO Box 733
Stevenson, WA 98648
Phone: 503-380-6195

Seller's Attorney:

Ryan Castle
Helios Law Group
2219 Rimland Drive, Suite 301
Bellingham, WA 98226
Phone: 206-489-5350

HELIOS LAW GROUP, PLLC



(b) The real estate contract at issues refers to the contract signed on February 2, 2006 between seller John McCallum and purchaser Noah Soule. The contract is recorded in Skamania County under document # 2006160451 filed on February 3, 2006.

(c) Legal Description of Property: A tract of land in the Southwest Quarter of the Northwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, in the county of Skamania and the State of Washington, described as follows: Beginning at the Northwest Corner of Section 17; thence South 00°57'20" West along the West line of said Section 17 a distance of 1,321.79 feet to the centerline of the county road known and designated as the Old Detour Road (County Road No. 2331) being the initial point of the tract hereby described; thence South 00°57'20" West along the West line of said Section 17 a distance of 495.68 feet to the North right of way line of the B.P.A. Transmissions Line (Hanford-Ostrander); thence North 61°43'30" East 238.35 feet; thence North 00°57'20" East 418.27 feet to the centerline of Old Detour Road; then Easterly along the centerline of said Old Detour Road 211.5 feet, more or less, to the initial point; EXCEPT that portion conveyed to Skamania County by instrument recorded January 18, 1978 in Book 74, Page 136, Skamania County Records.

(d) Purchaser is in default for not paying the entire balance and interest due by February 1, 2011, per contract provision 4(c). This totals \$119,136.00 as of February 1, 2017. Purchaser is also in default for not holding the property insurance under the seller's name per contract provision 13.

(e) The contract will be forfeited if all defaults are not cured by July 28, 2017.

(f) The effect of forfeiture will be, including, to the extent applicable that: (i) All right, title, and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated; (ii) the purchaser's rights under the contract shall be canceled; (iii) all sums previously paid under the contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto; (iv) all of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and (v) the purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, and unharvested crops and timber to the seller ten days after the declaration of forfeiture is recorded.



(g) It is estimated that Purchaser is in default \$119,136.00 as of February 1, 2017. Please make this payment in order to cure your default. Also, please list the seller as the primary insured under your property insurance coverage in order to cure default.

(h) Pursuant to provision 24 of the contract, Purchaser is also required to pay seller's reasonable attorney's fees and costs in order to cure the defaults. It is not known at this time how much those fees and costs will amount to, but are likely to at least amount to \$500.00. This information will be provided at the time Purchaser is able to cure the two other defaults listed in section (1)(d) above.

(i) Purchaser may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

(j) Purchaser may have the right to request a court to order a public sale of the property; that such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the seller's interest in the property; that the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the purchaser; that the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and that any action to obtain an order for public sale must be commenced by filing and serving the summons and complaint before the declaration of forfeiture is recorded;

(k) The seller is required to give Notice of Forfeiture to Dallas Hughes, the current occupier of the property. Per RCW 61.30.030(2)(b), this Notice of Forfeiture shall be provided to Dallas Hughes at 231 Old Detour Road, Carson, WA 98610. The seller is also required to give Notice of Forfeiture to Towne, Richards & Chaudiere, Inc at 105NE 56th Street, Seattle, WA 98105-3799, the only lien holder against the property. Both of these notices will be given via certified mail and regular first class mail on April 27, 2017.

(l) No other information is required to be provided by the contract or other agreement with the seller. However, the seller states that he may enforce provision 21 of the contract and petition the court for a receiver to protect seller's interest.



Signed by Seller's attorney, Ryan C. Castle, of Helios Law Group, per RCW 61.30.050(1)

Dated: April 27, 2017.

A handwritten signature in black ink, appearing to read "Ryan C. Castle", written over a horizontal line.

Ryan C. Castle

WSBA # 46601

Unofficial Copy