

Skamania County, WA
Total: \$310.50 Pgs=8
DEED
Request of: CONWAY LAW, PLLC
eRecorded by: Simplifile

2026-000322
03/05/2026 01:18 PM

WHEN RECORDED RETURN TO:
Conway Law, PLLC
1014 Franklin St., Ste. 106
Vancouver, WA 98660

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

DOCUMENT TITLE(S) (or transaction contained therein) (all areas applicable to your document must be filled in)
Notice of Intent to Forfeit

REFERENCE NUMBER(S) of Documents assigned or released:
2023-000414, Contract

Additional numbers on page ____ of document.

GRANTOR(S):

1. Phillip E. Long 2. Pamela D. Long
3. _____ 4. _____

Additional names on page ____ of document.

GRANTEE(S):

1. Jeff Cutting 2. Melissa Cutting
3. _____ 4. _____

Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
Phil Long Management Plan Approved 2001 Not of Cont BK 214/PG 652

Complete legal on page ____ of document.

Assessor's Property Tax Parcel #
03052900011000

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.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I herby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

Recording Requested By And
When Recorded Return To:

Conway Law, PLLC
Attorney at Law
1014 Franklin St., Ste. 106
Vancouver, WA 98660
(360) 906-1007

PARCEL NO. 03052900011000

PHIL LONG MANAGEMENT PLAN APPROVED 2001 NOT OF CONT BK 214/PG 652

NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON (RCW)
CHAPTER 61.30

Jeff Cutting
512 Upper Naselle Rd.
Naselle, WA 98638

Melissa Cutting
4111 NE 44th St.
Vancouver, WA 98661

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default and you are provided with following information with respect thereto:

1.) Names: The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Seller's Name: Phillip E. Long and Pamela D. Long
Seller's Address: P.O. Box 418
Washougal, WA 98671

NOTICE OF INTENT TO FORFEIT

March 4, 2026

Page 1 of 7

Attorney's Name: Jesse D. Conway, Conway Law, PLLC
Attorney's Address: 1014 Franklin St.
Vancouver, WA 98660
Attorney's Telephone No.: (360) 906-1007

2.) Description of the Contract: Real Estate Contract dated March 23, 2023 executed by Phillip E. Long and Pamela D. Long as the Seller and Jeff Cutting and Mellisa Cutting as purchasers, which Contract thereof was recorded under Auditor's Number 2023-000414 on March 28, 2023, records of Skamania County, Washington.

3.) Legal description of the property located in Skamania County, Washington:

Commencing at the Northwest corner of said Northeast Quarter;

Thence North 88°27'57" East, along the North line of said Northeast Quarter, for a distance of 1306.50 feet to the TRUE POINT OF BEGINNING;

Thence continuing along the North line of said Northeast Quarter, North 88°27'57" East, for a distance of 418.15 feet to the Northwest corner of the "Winters" parcel as described under Auditor's File Number 2018001961, records of the Skamania County Auditor;

Thence South 00°00'36" East, leaving said North line and along the West line of said "Winters" parcel, for a distance of 1258.70 feet to the Southwest corner thereof, said corner being on the North line of the "Long" parcel as described in Deed Book 223 at Page 243, records of Skamania County Auditor;

Thence North 88°44'40" West, leaving said West line and along the North line of the latter mentioned "Long" parcel and the North line of the "Long parcel" as described in Deed book 223 at Page 243, records of the Skamania County Auditor, for a distance of 418.00 feet;

Thence North 00°00'36" West, leaving said North line and parallel with said West line, for a distance of 1245.64 feet to the TRUE POINT OF BEGINNING; Containing: 12.02 acres of land, more or less. Together with and subject to easements, reservations, covenants, and restrictions apparent or of record.

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NOTICE OF INTENT TO FORFEIT

March 4, 2026

Page 2 of 7

4.) Default: Description of each default under the Contract on which the notice is based:

a. Failure to pay the following past due items, the amounts and an itemization for which are given in Paragraph 7 below:

<u>Date</u>	<u>Amount</u>	
• March 30, 2023		• September 30, 2024
• April 30, 2023		• October 30, 2024
• May 30, 2023		• November 30, 2024
• June 30, 2023		• December 30, 2024
• July 30, 2023		• January 30, 2025
• August 30, 2023		• February 28, 2025
• September 30, 2023		• March 30, 2025
• October 30, 2023		• April 30, 2025
• November 30, 2023		• May 30, 2025
• December 30, 2023		• June 30, 2025
• January 30, 2024		• July 30, 2025
• February 29, 2024		• August 30, 2025
• March 30, 2024		• September 30, 2025
• April 30, 2024		• October 30, 2025
• May 30, 2024		• November 30, 2025
• June 30, 2024		• December 30, 2025
• July 30, 2024		• January 30, 2026
• August 30, 2024		• February 28, 2026

All payments and dates tendered as of 25 February as verified by Sellers bank records.

<u>Date</u>	<u>Amount</u>
09/07/23	4375
11/02/23	1075
10/13/23	1075
12/06/23	1000
12/08/23	75
01/08/24	1075
02/01/24	1075
03/05/24	1075
04/02/24	1075
05/06/24	1075
07/08/24	1075
08/05/24	1075
09/03/24	1075

NOTICE OF INTENT TO FORFEIT

March 4, 2026

Page 3 of 7

10/01/24 1075
 11/05/24 1075
 01/09/25 1075
 01/09/25 1075
 05/16/25 4300
 09/04/25 2150
 10/03/25 537.50
 11/03/25 537.50

TOTAL PAID 28,025

Total Payments due \$37,625.00
Total Late Charges \$ 1,881.25
Subtotal Owed \$39,506.25
(Total Tendered) \$28,025.00
Amount in Default \$ 11,481.25

b. Failure to pay resulting in interest penalties on missed payments:

	Total Late Penalty Interest Due
TOTAL	\$1,881.25

5.) Failure to cure all the defaults listed in Paragraph 4 as provided on or before **June 4, 2026** (Must be at least 90 days after notice is recorded) will result in the forfeiture of the Contract. For purposes of this Notice, "cure the default" includes (i) performing the obligations under the Contract described in this Notice that are in default, (ii) paying the costs and attorneys' fees prescribed in the Contract and stated in this Notice, and (iii) subject to RCW 61.30.090(1), making all payments of money required of Purchasers by the Contract that first become due after this Notice is given and that are due when cure is tendered.

6.) The forfeiture of the Contract will result in the following:

- a. All rights, title, and interest in the property of the Purchaser, and all persons claiming through the Purchaser or whose interests are otherwise subordinate to the Seller's interest in the property and who are given this notice, shall be terminated;
- b. The Purchaser's rights under the Contract shall be cancelled;

NOTICE OF INTENT TO FORFEIT

March 4, 2026

Page 4 of 7

- c. 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;
 - d. All of the Purchaser's rights in the improvements made to the property and in unharvested crops, timber, (if any) shall belong to the Seller; and
 - e. The Purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, unharvested crops, and timber (if any) to the Seller, ten (10) days after the Declaration of Forfeiture is recorded.
- 7.) The following statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money the action required to cure the default:
- a. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
- Missed Payments plus interest:	
TOTAL:	\$11,481.25

The amounts stated herein are the amounts due as of the date of this Notice and are provided as required by RCW 61.30.070; the amount required to cure may increase if additional payments become due under the Contract before cure is tendered, consistent with RCW 61.30.010(2) and RCW 61.30.090(1).

- 8.) The following statement of other payments, charges, fees, and costs to cure (or, when indicated, an estimate thereof) the default:

<u>Item</u>	<u>Amount</u>
a. Attorney Fees:	\$3,000.00
b. Approx. Service/Posting Notice of Intent:	\$300.00
c. Recording Fees:	\$303.50
d. Title Report:	\$500.00
TOTAL:	\$4,103.50

The total amount to cure the default is the sum of the amounts in Paragraphs 7(a) and 8, which is **\$15,584.75** plus the amounts of any payments and late charges which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. Monies required to cure the default may be tendered to Conway Law, PLLC at the following address:

Conway Law, PLLC
c/o Jesse D. Conway
1014 Franklin St.
Vancouver, WA 98660

9.) The person to whom this Notice of Intent to Forfeit is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default, or both, by commencing and action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY
MONEY

10.) The person to whom this Notice of Intent to Forfeit is given may have the right to request a court to order a public sale of the property. 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. The excess, if any, of the highest bid at the sale over the entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the Purchaser under the Contract. Upon any request for a public sale, the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court. Any action to obtain an order for public sale must be commenced by filing and serving a summons and complaint before the Declaration of Forfeiture is recorded.

11.) The Seller is not required to give any person any other notice of default before the Declaration of Forfeiture which completes the forfeiture is given.

12.) EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

Note: This notice is from a debt collector and is an attempt to collect a debt Any information obtained may be used to collect that debt. Unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If the debt collector receives notice within said thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector.

NOTICE OF INTENT TO FORFEIT

March 4, 2026

Page 6 of 7

