

**No. 101989-I**

**IN THE SUPREME COURT  
OF THE STATE OF WASHINGTON**

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**ERIC C. BETTEN and MICHAEL R. MCPHERSON,  
as Co-Personal Representatives of the Estate of Julia H. Betten,  
Deceased**

**Plaintiffs/Respondents,**

**v.**

**ALLEN MCPHERSON and NIKKALA L.  
MCPHERSON, husband and wife, and the marital community  
comprised thereof; and J.  
DOES 1-10 and all other occupants of 1148 S. Pekin Rd., Woodland  
Washington 98674,**

**Defendants/Appellants.**

AMENDED

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**APPELLANT'S BRIEF IN SUPPORT OF PETITION FOR  
REVIEW**

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**Nikkala McPherson- Pro Se  
824 N.E. 123<sup>rd</sup> Ave  
Vancouver, WA. 98684  
360 901-1362  
Allen McPherson- Pro Se  
P.O. Box 1097  
Woodland, WA 98674**

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## TABLE OF AUTHORITIES

### CASE LAW

*Bowdidge v. Lehman*, 252 F.2d 366 .....

*Enochs v. Sisson*, 301 F.2d 125 .....

*Scott v. Courtesy Inns, Inc.*, 472 F.2d 563 ..

*Mustang Fuel Corp. v. Youngstown Sheet and Tube Co.*, 480 F.2d 607

*Griffen v. Griffen*, 327 U.S. 220, 66 S. Ct. 556, 90 L. Ed. 635

### STATUTES

Federal Rules of Civil Procedure- HAD RULE 56 WHICH IS  
SUMMARY JUDGMENT

Rule 4- Summons (b)

Fourteenth Amendment of

Constitution.....

**A** IDENTITY OF PETITIONER

That the Appellants are submitting this amendment in support of their petition to appeal filed on May 15, 2023 before the Supreme Court For the reasons set herein below, it is requested that the Court grants the petition to appeal or reverses court of appellate courts decision to deny and dismiss this case, then remands the case back to the appellate court to address the issues at hand. Or upon review of the facts the Supreme Court decides to make a decision based on the facts to reverse the Trial courts errors to avoid another lengthy appeal. The Appellants have endured this wrongful litigation that should never had happened in the first place because of the errors made in and by the trial court.

**B. COURT OF APPEALS DECISION**

On January 19, 2023 the appellate court ruled to dismiss the appeal that had previously been remanded back to Cowlitz County Superior Court for

further proceedings. CCSC denied and refused to address the issues and errors made. After the denial of the appeal, appellants filed a motion to modify the ruling. This motion was denied on March 8, 2023.

To this day appellant Nikkala McPherson has not had a fair opportunity to a fair trial like the other defendant when the case was filed in August of 2015. She has been denied the opportunity to bring her evidence in defense of herself and against the case she has been wrongly tied to. Because of the way the court rules are set, only information presented at trial will be recognized in an appeal, along with if there is no oral argument in the appeal it still denies Nikkala the opportunity to be fairly heard. She was a named defendant in the foreclosure, did not receive a summons but yet tied to the judgments.

### **C. ISSUES PRESENTED FOR REVIEW**

1. Briefly stated, in August 2015, the Plaintiffs filed a complaint for

foreclosure of a deed of trust and judgment on a promissory note, bearing case no. 15-200917-7, in the Superior Court for the State of Washington, in and for the County of Cowlitz (“**Foreclosure Suit**”). In respect of the Foreclosure Suit, the Superior Court granted a summary judgment in favor of the Plaintiffs on a time barred (RCW 62A.3-118 (a)) promissory note dated March 31, 2008.

2. Then, in 2018, Plaintiff brought a claim for quiet title, trespass, and ejectment, bearing case no. 18-2-01334-08, against Defendants (“**Quiet Title Suit**”). On the other hand, the Defendants argued that the property purchased therefrom were indeed a gift. Moreover, it was argued that the Defendant, Nikkala, had not been properly served. However, the Superior Court again granted summary judgment in favor of the Plaintiffs and a writ of ejectment against the Defendants (“**Quiet Title Suit Decision**”).
3. The Superior Court's Quiet Title Suit Decision was appealed by the

Defendants in the Court of Appeals of the State of Washington, Division II, bearing appeal no. 54507-1-II (“**Appeal**”). The Court of Appeals rendered an unpublished decision dated January 19, 2022, upholding Superior Court's decision based on only half the facts. The errors were made in the foreclosure suit, although appealed under the quiet title. When the case was remanded back to Superior Court appellants filed a motion for a new trial. This was denied by Honorable Judge Basher, although with an explanation why. The appeal was taken under the wrong case number. The issues were in the foreclosure. Being forced to appeal Pro Se without counsel proves to be of public in interest. The problematic issues around the case forced Nikkala to appeal with no counsel as not one attorney would assist because of the length and problems surrounding the errors made in the beginning when this case was filed.

4. At the outset, the Appellants highlight that the Superior Court's

decision in Foreclosure Suit, upon which the Quiet Title Suit is based, should be reviewed under trial court's abuse of discretion. First and foremost, the trial court erred by granting a summary judgment in Foreclosure Suit before a summons was placed in the newspaper giving known or unknown persons a fair opportunity to join the proceedings. Rule 56 (c) of Federal Rules of Civil Procedure makes it clear that it is an error to grant a motion for summary judgment without affording the opposite side the time provided or without giving notice or the opportunity to be heard. See *Bowdidge v. Lehman*, 252 F.2d 366; *Enochs v. Sisson*, 301 F.2d 125; *Scott v. Courtesy Inns, Inc.*, 472 F.2d 563; *Mustang Fuel Corp. v. Youngstown Sheet and Tube Co.*, 480 F.2d 607.

5. The Appellants and their attorney also argued this before the Court of Appeals that denying the right of being heard to the Appellant, Nikkala, is a violation of her constitutional right. For this, reference



is made to the 14<sup>th</sup> amendment of the United States Constitution which gives everyone a right to due process of law, including judgments that comply with the rules and case law. Most due process exceptions deal with the issue of notification. If, for example, someone gets a judgement against a party in another state without notifying the party, the judgement can be challenged for lack of due process of law. This was the case in *Griffen v. Griffen*, 327 U.S. 220, 66 S. Ct. 556, 90 L. Ed. 635 in which a pro se litigant won his case for lack for due process in the Supreme Court. Therefore, the Appellant, Nikkala, has not had a fair opportunity to be heard to bring out all the facts. Not being properly represented by counsel has proven to be the problem and of public interest to not be treated as an equal in the trial court. One should not have to fight for their rights to be an equal. Hence, this case deserves to have a fair review of the Superior Court's decisions in light of all the relevant facts and procedural defects. Nikkala's testimony and presence in the Foreclosure Suit was necessary and incumbent for proper statement of facts, as elaborated below, and fair determination

of the case.

6. Further, the Appellant also highlights that the Appellant, Nikkala, was legally married to and in a matrimonial relationship with Appellant, Allen, at the time of Foreclosure Suit. Therefore, any contrary claim by the Respondents that the parties were not married and thus do not have an interest in the property/estate is invalid. Being family members, it was not uncommon knowledge that despite being married, the Appellants were not living together for twenty-five (25) years. Be that as it may, the Respondents were legally and procedurally obligated to serve summons for the Foreclosure Suit separately onto both Appellants.
  
7. In any event, the Foreclosure Suit is time barred. In this regard, the Appellants submit that when the beneficiary directed the trustee to release the deed of trust in October 2008, the statute of limitations changed to three (03) years. Carl Betten, therefore, had three (03) years to change his mind, which he did not do so, and the action thus became time barred on October 2011. Moreover, as the terms of promissory note state “no payments or installments”, it clearly shows

that there was no mortgage. Hence, the Respondents had no authority to file in the absence of any mortgage. Respondents' actions in the form of various lawsuits are also frivolous as they were instituted after both parents, Carl Betten and Julia Betten, had passed away.

8. Further, the Superior Court erred in rendering its decisions through errors in timeline of the case,

leading up to relevant causes of action. For the sake of clarity, the Appellants briefly highlight the important facts in chronological order as follows: In April 2008, Carl Betten and Julia Betten provided funds to Appellant, Allen McPherson, to purchase property in Cowlitz County as a "gift". The transaction of the property purchase was made with assistance of escrow officer, Janie Ray, at Cascade Title in Longview WA. Carl and Julia Betten provided the funds for the property purchase and directed the escrow officer to have Appellant Allen sign the promissory note and deed of trust only to protect Carl and Julia Betten's investment in case anything was to happen to Appellant Allen during the first year as Allen was still married. These documents provided a safety net for Carl and Julia Betten. The deed of trust named escrow officer Janie Ray the "trustee" of the deed.

If Carl Betten, the beneficiary of the promissory note, had intended on collect the funds, he would have had to sign the promissory note, which he did not do so. Moreover, the terms on the promissory note states “NO PAYMENTS OR INSTALLMENTS”. Although before escrow could close, all parties had to agree on the terms written in the escrow documents. As the named trustee of the deed, Janie Ray had an obligation as escrow officer and to the beneficiary of the promissory note to hold the property deed. The deed could only be released by the trustee by “direction” of the beneficiary, Carl Betten, of the promissory note; this was done in October 2008. The property deed was properly vested into Allen

McPherson’s name and the deed and titles to the manufactured homes were released and sent to Allen McPherson in the mail. Mr. McPherson holds the deed and titles with the original envelope the documents were mailed in October 2008 by the named trustee of the deed which again rendered the promissory note and deed of trust void while both Carl and Julia Betten were alive.

9. Seven (07) years later and after both parents Carl and Julia Betten had passed, the Respondents filed a frivolous Foreclosure Suit against Appellants only to unjustly steal their brother's home. Moreover, in their official capacity as personal representatives, the Respondents breached their fiduciary duty to Allen McPherson (beneficiary) by fraudulently misrepresenting facts to the Superior Court, by failing to be honest and failing to follow the rules of the law. As a result of their "continuous deception of facts" along with the help of their attorneys, this was the only way the Respondents obtained two summary judgments against Appellant.

10. The Respondents have still been misrepresenting and misstating the facts, such as in their answer to Petition for Review. On the other hand, the Appellants maintain that both Allen and Nikkala were served in only one suit, the Quiet Title Suit, and not the Foreclosure Suit. Moreover, the opposing counsel also claims that Nikkala is not a "necessary party" and

service of a summons through the newspaper as an unknown is proper. On the other hand,

the Appellants maintain that if Nikkala is not a “necessary party”, then

obtaining a summary / default judgement to the tune of \$665,000.00

against Appellant, Nikkala, is unreasonable and baseless as Nikkala

was not afforded an opportunity to be heard or defend herself in the

Foreclosure Suit. The opposing counsel also states that they filed a Lis

Pendens and published a summons that was proper notification to

Nikkala. On the other hand, the Lis Pendens was filed in August of

2015. Thereafter, seven (07) months, later the Superior Court granted

a summary judgment at the end of March 2016. However, the

summons was published for the first time on June 1<sup>st</sup>, 2016, after the

summary judgment was granted. Moreover, the summons state that

anyone known or unknown has sixty (60) days to respond or a default

judgment will be given. On the other hand, the Superior Court did not

wait the full sixty (60) days and signed the final order granting the

Respondents a summary judgment. Therefore, the Superior Court had

no jurisdiction to grant a summary judgement against Appellant Nikkala, knowing that Nikkala had not been served at all.

11. The Appellants also emphasize that both the causes, the Foreclosure Suit and the Quiet Title Suit go hand in hand. They are not separate issues and to have several misrepresentations by Respondents amounts to violations under the law. Moreover, the Supreme Court ought to take into account the errors committed by the Superior Court in rendering its summary judgements without following due process of law.

#### **D. STATEMENT OF THE CASE**

In view of the above, it is humbly requested before this honorable Court that the Court enters a judgment declaring that:

- (i) the summary judgments rendered by Superior Court in both the Foreclosure Suit and Quiet Title Suit be overturned for abuse of discretion;
- (ii) a fresh hearing be scheduled to make a fair determination in

light of correct facts and proper procedural process; and  
such other and further relief as the Court deems just and  
proper.

**Date: June 6, 2023**

**2941 words**

Respectfully submitted

/s/ Nikkala McPherson Pro Se

824 N.E. 123<sup>rd</sup> Ave

Vancouver WA. 98684

Nikkala66@gmail.com



January 19, 2023

# IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

## DIVISION II

ERIC C. BETTEN and MICHAEL R.  
McPHERSON, as Co-Personal  
Representatives of the Estate of  
JULIA H. BETTEN, Deceased,

Respondents,

v.

ALLEN McPHERSON and NIKKALA  
McPHERSON,

Appellants.

No. 57581-7-II

RULING DISMISSING APPEAL

Appellants Allen and Nikkala McPherson filed a notice of appeal on November 16, 2022, attaching two orders entered in two different superior court cause numbers.<sup>1</sup> One was an October 17, 2022, order on reconsideration entered in Cowlitz

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<sup>1</sup> It appears from the docket that the clerk of court tried to open these two matters under separate docket numbers, but Appellants objected. So, both cases are discussed in this single ruling.

County Superior Court (CCSC) No. 15-2-00917-7 (Reconsideration Order). The other was an August 18, 2022 order denying a new trial in CCSC No. 18-2-01334-08 (New Trial Order).

This court informed the parties by letter that it was setting the matter on this court's appealability docket. Both parties submitted responses. Respondents also request this court to dismiss the appeal(s). *See* RAP 18.9(c)(2) and (3).

#### New Trial Order

The appeal of this order is untimely. Appellants, in their appealability response, contend that the late appeal should be accepted. RAP 18.8(b). They appear to argue that they were unaware of previously-entered judgments, McPherson Resp. to Appealability at 1, but they do not clearly state they were not informed of the superior court's entry of the August 17, 2022 order denying their own motion for a new trial. In any event, litigants have a responsibility to track the entry of orders, and pro se litigants are held to the same standard. *Bostwick v. Ballard Marine, Inc.*, 127 Wn. App. 762, 775-76, 112 P.3d 571 (2005) (citing *Beckman ex rel. Beckman v. State*, 102 Wn. App. 687, 695, 11 P.3d 313 (2000)); *Patterson v. Superintendent of Pub. Instruction*, 76 Wn. App. 666, 671, 887 P.2d 411 (1994). And the pro se Appellants here are experienced litigants, having already appealed a grant of summary judgment in one of these two cases, CCSC No. 18-2-01334-9. *See Betten v. McPherson*, No. 54507-1-II, 2022 WL 168114 (Jan. 19, 2022).

Reconsideration Order

This notice of appeal was timely filed, but the CR 59 motion was filed more than 10 days after the 2015 entry of summary judgment. CR 59(b); *see Betten*, 2022 WL 168114, at \*1-2 (setting out the history of the 2015 action, and noting no appeal was filed). Respondents do not cite any case that affects the appealability of the superior court's decision to deny a CR 59 motion as untimely. Nevertheless, such an appeal is meritless and meets the requirements of dismissal under RAP 18.9(c)(2). Accordingly, it is hereby

ORDERED that Appellant McPhersons' appeals of the Reconsideration Order in CCSC No. 15-2-00917-7, and the New Trial Order in CCSC No. 18-2-01334-08, are both dismissed for the reasons set out in this ruling.

A handwritten signature in blue ink, appearing to read 'ARB', is written over a horizontal line.

Aurora R. Bearse  
Court Commissioner

cc: Allen G. McPherson, Pro Se  
Nikkala McPherson, Pro Se  
Bradley S. Wolf  
Hon. Stephen Warning

March 8, 2023

**IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON**

**DIVISION II**

ERIC C. BETTEN and MICHAEL R.  
McPHERSON, as Co-Personal Representatives  
of the Estate of JULIA H. BETTEN, Deceased,

Respondents,

v.

ALLEN McPHERSON and NIKKALA  
McPHERSON,

Appellants.

No. 57581-7-II

ORDER DENYING  
MOTION TO MODIFY

Appellants, Allen and Nikkala McPherson, filed a motion to modify a commissioner's January 19, 2023 ruling dismissing their appeal. Following consideration, the court denies the motion. Accordingly, it is

**SO ORDERED.**

**PANEL:** Jj. Lee, Glasgow, Crusier

**FOR THE COURT:**

  
Glasgow, C.J.

March 8, 2023

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No. 57581-7-II

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**SO ORDERED.**

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**FOR THE COURT:**

  
Glasgow, C.J.

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

Eric C. Betten and Michael R. McPherson, as Co-Personal Representatives of the Estate of Julia H. Betten, Deceased, Plaintiff, v Allen McPherson and Jane Doe McPherson, his wife, and all persons or parties unknown claiming any right, title, estate, heir or interest in the real estate described in the Complain. Defendants. NO: 15-2-00917-7

SUMMONS BY PUBLICATION

The State of Washington to all persons or parties unknown claiming any right, title, estate, lien, or interest in the real estate described in the Complain herein, (the "Unknown Defendants"): You, and each of you, are hereby summoned to appear within sixty (60) days after the date of first publication of this Summons, to wit, within sixty (60) days after the 1st day of June, 2016, and defend the above-entitled action in the above-entitled court and answer the Complaint of the Plaintiffs, and serve a copy of your answer upon the undersigned attorney for the Plaintiff, Edwin G. Woodward, at his office below stated; and, in case of your failure to do so, judgment will be rendered against you according to the demands of the Complaint in this action which has been filed with the clerk of said court. The object of this action is to foreclose a deed of trust on real property in Cowlitz County, Washington, described as: A TRACT OF LAND IN THE OWEN BOZARTH D.L.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF THE COUNTY ROAD KNOWN AS PEKIN ROAD WHICH IS 2,504.00 FEET SOUTH OF THE NORTH BOUNDARY OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE W.M., THENCE NORTH 87° 19' EAST A DISTANCE OF 1861.10 FEET; THENCE SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2, AS EXISTED JUNE 25, 1976, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 816 FEET TO A POINT; THENCE SOUTH 87° 19' WEST 300 FEET TO A POINT; THENCE SOUTH TO SAID NORTHERLY RIGHT OF WAY LINE CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2 RIGHT OF WAY LINE TO THE POINT OF BEGINNING SITUATED IN COWLITZ COUNTY, STATE OF WASHINGTON, against all claims of any right, title or interest by all of the Defendants in said real property. DATED: May 26, 2016

Keller Rohrback L.L.P.  
By: Edwin G. Woodward, W58A #8624, Attorneys for Plaintiffs, 1201 Third Avenue, Suite 3200, Seattle, WA 98101-3052, 206-623-1900; Fax 206-623-3364  
Publish: June 1, 8, 15, 22, 29 & July 6, 2016

AFFIDAVIT OF PUBLICATION

IN THE MATTER NOTICE OF PUBLICATION

Ad Number 531323

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

KELLER ROHRBACK L.L.P.

STATE OF WASHINGTON  
COUNTY OF COWLITZ

MELANIE CRISMAN being duly sworn says that she is the CHIEF CLERK of THE DAILY NEWS. And that THE DAILY NEWS, published in Cowlitz County, has been approved as a Legal newspaper by order of the Superior court of the State of Washington of Cowlitz County, and that the Annexed printed copy is a true copy of the notice in the above entitled matter as it was printed in the regular entire issue of said paper and online at www.tdn.com, for a period of 6 insertions commencing on June 1, 2016 and ending on July 6, 2016, and that said newspaper was regularly distributed to its subscribers during all of said period, and that said notice was published in said paper and not in a supplement form. That the full amount of the fee charged for said forgoing publication is the sum of \$1424.50 and \$3.50 line for the first insertion and \$3.00 per line for each subsequent insertion. There is also an additional charge of \$10.00 for every additional affidavit copy over two copies.

MELANIE CRISMAN

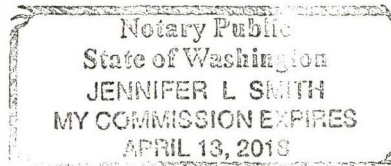


Subscribed and sworn to before me this  
4th of August, 2016

JENNIFER L. SMITH



Notary Public for the State of Washington  
Residing in Cowlitz County



FILED  
SUPERIOR COURT

2016 MAY 31 P 12:38

COWLITZ COUNTY  
STACI L. MYKLEBUST, CLERK

BY     *Seel*    

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

Eric C. Betten and Michael R. McPherson, as  
Co-Personal Representatives of the Estate of  
Julia H. Betten, Deceased,

Plaintiffs,

v.

Allen McPherson and Jane Doe McPherson,  
his wife, and all persons or parties unknown  
claiming any right, title, estate, heir or interest  
in the real estate described in the Complaint,

Defendants.

NO: 15-2-00917-7

SUMMONS BY PUBLICATION

The State of Washington to all persons or parties unknown claiming any right, title, estate, lien, or interest in the real estate described in the Complaint herein, (the "Unknown Defendants):

You, and each of you, are hereby summoned to appear within sixty (60) days after the date of first publication of this Summons, to wit, within sixty (60) days after the 1st day of June, 2016, and defend the above-entitled action in the above-entitled court and answer the Complaint of the Plaintiffs, and serve a copy of your answer upon the undersigned attorney for the Plaintiff, Edwin G. Woodward, at his office below stated; and, in case of your failure to do so, judgment will be rendered

SUMMONS BY PUBLICATION- 1

(26)

**KELLER ROHRBACK L.L.P.**  
1201 Third Avenue, Suite 3200  
Seattle, WA 98101-3052  
TELEPHONE: (206) 623-1900  
FACSIMILE: (206) 623-3384

Scanned

1 against you according to the demands of the Complaint in this action which has been filed with the  
2 clerk of said court.

3 The object of this action is to foreclose a deed of trust on real property in Cowlitz County,  
4 Washington, described as:

5 A TRACT OF LAND IN THE OWEN BOZARTH D.L.C., MORE  
6 PARTICULARLY DESCRIBED AS FOLLOWS:

7 BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF  
8 THE COUNTY ROAD KNOWN AS PEKIN ROAD WHICH IS  
9 2,504.00 FEET SOUTH OF THE NORTH BOUNDARY OF SECTION  
10 31, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE W.M.;  
11 THENCE NORTH 87° 19' EAST A DISTANCE OF 1861.10 FEET;  
12 THENCE SOUTH TO THE NORTHERLY RIGHT OF WAY LINE  
13 OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2,  
14 AS EXISTED JUNE 25, 1976, SAID POINT BEING THE TRUE  
15 POINT OF BEGINNING OF THIS DESCRIPTION;  
16 THENCE NORTH 816 FEET TO A POINT;  
17 THENCE SOUTH 87° 19' WEST 300 FEET TO A POINT;  
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19 CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2;  
20 THENCE SOUTHEASTERLY ALONG SAID NORTHERLY  
21 CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2  
22 RIGHT OF WAY LINE TO THE POINT OF BEGINNING

23 SITUATED IN COWLITZ COUNTY, STATE OF WASHINGTON.

24 against all claims of any right, title or interest by all of the Defendants in said real property.

25 DATED: May 26, 2016

26 Keller Rohrback L.L.P.

By Edwin G. Woodward  
Edwin G. Woodward, WSBA #8624  
Attorneys for Plaintiffs



PROMISSORY NOTE

\$229,000.00

March 31, 2008

Longview, WA

FOR VALUE RECEIVED, ALLEN MCPHERSON, a married man, as his separate estate, hereinafter "Maker", promises to pay to CARL B. BETTEN, hereinafter "Holder", or order, at 5207 WALLINGFORD AVE. N., SEATTLE, WA 98103, or such other place as may be designated by the Holder from time to time, the principal sum of Two Hundred Twenty-Nine Thousand And 00/100 dollars (\$229,000.00) with interest thereon from 1st day of April, 2008 on the unpaid principal at the rate of Five and 00/100 percent (5.00%) per annum as follows:

- 1. **INSTALLMENT PAYMENTS:** Maker shall pay, (check one)
  - a.  **NO INSTALLMENTS.** No installment payments are required.
  - b.  **PRINCIPAL and INTEREST INSTALLMENTS** of        Dollars (\$)       , or more.
  - c.  **INTEREST ONLY PAYMENTS** on the outstanding principal balance, or more.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the(not applicable) and shall continue on the(n/a) day of each succeeding: (check one)

- calendar month         sixth calendar month         other:
- third calendar month     twelfth calendar month

- 2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 1st day of APRIL, 2009.
- 3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of        percent (        %) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
- 4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
- 5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
- 6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
- 7. **LATE CHARGE:** If Holder receives any installment payment more than        days (15 days if not filled in) after its due date, then a late payment charge of \$       , or        percent (        %) of the installment payment (5% of the installment payment if neither is filled in) shall be added to the scheduled payment.
- 8. **DUE ON SALE: (OPTIONAL-Not applicable unless initiated by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

Maker (Initials)

Holder (Initials)

- 9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within        days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
- 10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the nonprevailing party.
- 11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

1 of 2

12. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
13. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
14. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
15. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
16. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
17. **COMMERCIAL PROPERTY: OPTIONAL - Not applicable unless initialed by Holder and Maker to the Note)** Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

18. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

19. **ADDITIONAL TERMS AND CONDITIONS:** (check one)

a.  NONE

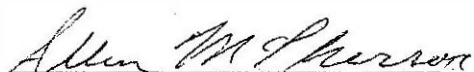
OR

b.  Asset forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: if neither a or b is checked, then option "a" applies)

20. **THIS NOTE IS SECURED BY**  DEED OF TRUST,  MORTGAGE,  OF EVEN DATE.

Maker (signatures)

  
ALLEN MCPHERSON

Maker's address for all notices given by Holder under this Note:

PO BOX 1097  
WOODLAND, WA 98674

**DO NOT DESTROY THIS NOTE**

**WHEN PAID** this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

When recorded return to:  
ALLEN MCPHERSON  
PO BOX 1097  
WOODLAND, WA 98674

3363599  
04/03/2008 04:04:03 PM  
Deed CASCADE 43.00  
Cowlitz County Washington

Pages: 2



Escrow No.: 00065512-JER

Received \$ 2849.28 exise tax levios  
pursuant to Chap. 11. Laws Ex. 1951  
AFF. NO. 080351 JUDY AINSLIE  
COWLITZ COUNTY TREAS.  
Date APR 3 2008 Clinton Deputy

### Statutory Warranty Deed

THE GRANTOR, JCR SOLUTIONS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to ALLEN MCPHERSON, a married man, as his separate estate, the following described real estate, situated in the County of COWLITZ, State of Washington:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Tax Parcel Number(s): 6016101  
Abbreviated Legal: O BOZARTH DLC, T-4B

Dated this 27th day of March, 2008.

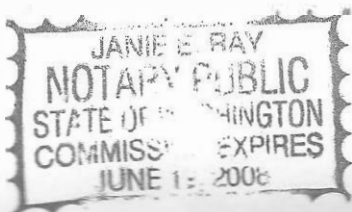
JCR SOLUTIONS LLC  
  
By: CHRISTINE L. RANDALL, Manager/Member

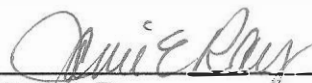
  
By: JON N. RANDALL, Manager/Member

STATE OF WASHINGTON }  
COUNTY OF COWLITZ } ss

I certify that I know or have satisfactory evidence that CHRISTINE L. RANDALL & JON N. RANDALL are the persons who appeared before me, and said persons acknowledged that they signed this instrument and on oath stated they are authorized to sign as the Manager/Members of JCR SOLUTIONS LLC and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 27, 2008



  
Janie E. Ray  
Notary Public in and for the State of Washington  
Residing at Castle Rock  
My appointment expires: June 19, 2008

**STATE OF WASHINGTON  
VEHICLE CERTIFICATE OF OWNERSHIP (TITLE)**

CERTIFICATE NUMBER  
**0814126306**

LICENSE NUMBER <b>114977</b>	VEHICLE IDENTIFICATION NUMBER (VIN) <b>1927</b>	YEAR <b>1972</b>	MAKE <b>KINGS</b>	MODEL	STYLE	SERIES BODY <b>24/40</b>
DATE ISSUED <b>05/20/2008</b>	ODOMETER MILES <b>000000</b>	ODOMETER STATUS <b>EXEMPT</b>	FLEET NUMBER	EQUIP NUMBER	FUEL TYPE <b>UNPOWERED</b>	
USE CLASS <b>MOB</b>	SCALE WEIGHT <b>00000</b>	GROSS WEIGHT <b>000000</b>	VEHICLE COLOR	PRIOR TITLE STATE <b>WA</b>	PRIOR TITLE NUMBER <b>0803915011</b>	
COMMENTS <b>2100-2008</b>						

BRANDS

SALE PRICE \$ \_\_\_\_\_

DATE OF SALE \_\_\_\_\_

**LEGAL OWNER:** When lien is satisfied, release interest by signing below and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170. **TRANSFeree/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY TO AVOID PENALTY.**

LEGAL OWNER

REGISTERED OWNER

**MCPHERSON, ALLEN  
PO BOX 1097  
WOODLAND WA 98674-1100**

**SAME AS LEGAL OWNER**

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

*Elizabeth A. Luce*

DIRECTOR DEPARTMENT OF LICENSING 05/06

0024972 01 AT  
0024972 01 AT

I certify, to the best of my knowledge, that the ODOMETER READING, as shown below: (CHECK ONE)

- NO TENTHS**       1. is the ACTUAL MILEAGE of the vehicle  
 2. is in EXCESS OF ITS MECHANICAL LIMITS  
 3. is NOT THE ACTUAL MILEAGE

ODOMETER READING (in miles)

TRANSFEEE / BUYER: unless licensed dealer, must transfer title within 15 days of sale.  
 I / we warrant this Title and certify that the vehicle described herein has been sold to the following:

Date of Transfer

   /    /   

SIGNATURE OF TRANSFEEE / BUYER \_\_\_\_\_

SIGNATURE OF TRANSFEROR / SELLER \_\_\_\_\_

HANDPRINTED NAME OF TRANSFEEE / BUYER \_\_\_\_\_

HANDPRINTED NAME OF TRANSFEROR / SELLER \_\_\_\_\_

ADDRESS OF TRANSFEEE / BUYER \_\_\_\_\_

ADDRESS OF TRANSFEROR / SELLER \_\_\_\_\_



FEDERAL REGULATION AND STATE LAW REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE ODOMETER STATEMENT OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

**KEEP IN A SAFE PLACE**

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

TD-420-002

If you are the buyer: You must apply for a new Certificate of Ownership (Title) within 15 calendar days of acquiring the vehicle. Take the signed title to your local vehicle licensing office and pay the appropriate fees and taxes. You must also complete an application for Certificate of Ownership. It is available on our website at [www.dol.wa.gov](http://www.dol.wa.gov), or from your local vehicle licensing office. If you do not transfer ownership within 15 calendar days, there is a penalty fee.

**STATE OF WASHINGTON  
VEHICLE CERTIFICATE OF OWNERSHIP (TITLE)**

CERTIFICATE NUMBER

**0822430504**

LICENSE NUMBER <b>@76904</b>	VEHICLE IDENTIFICATION NUMBER (VIN) <b>02910388J</b>	YEAR <b>1976</b>	MAKE <b>HILLC</b>	MODEL	STYLE	SERIES BODY <b>60/24</b>
DATE ISSUED <b>08/11/2008</b>	ODOMETER MILES <b>0000000</b>	ODOMETER STATUS <b>EXEMPT</b>	FLEET NUMBER	EQUIP NUMBER	FUEL TYPE <b>UNPOWERED</b>	
USE CLASS <b>MOB</b>	SCALE WEIGHT <b>00000</b>	GROSS WEIGHT <b>000000</b>	VEHICLE COLOR	PRIOR TITLE STATE <b>WA</b>	PRIOR TITLE NUMBER <b>0803915010</b>	

COMMENTS  
**7400-2008**

BRANDS

SALE PRICE \$ \_\_\_\_\_

DATE OF SALE \_\_\_\_\_

**LEGAL OWNER:** When lien is satisfied, release interest by signing below and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170. **TRANSFeree/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY TO AVOID PENALTY.**

LEGAL OWNER

**MCPHERSON, ALLEN  
PO BOX 1097  
WOODLAND, WA 98674-1100**

REGISTERED OWNER

**SAME AS LEGAL OWNER**

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

*Elizabeth A. Luce*

DIRECTOR DEPARTMENT OF LICENSING 06/06

0044834 01 AT  
0044834 01 AT

I certify, to the best of my knowledge, that the ODOMETER READING, as shown below: (CHECK ONE)

**NO TENTHS**

- 1. is the ACTUAL MILEAGE of the vehicle
- 2. is in EXCESS OF ITS MECHANICAL LIMITS
- 3. is NOT THE ACTUAL MILEAGE

ODOMETER READING (in miles)

**TRANSFeree / BUYER: unless licensed dealer, must transfer title within 15 days of sale.**  
I / we warrant this Title and certify that the vehicle described herein has been sold to the following:

Date of Transfer

   /    /   

SIGNATURE OF TRANSFeree / BUYER \_\_\_\_\_

SIGNATURE OF TRANSFEROR / SELLER \_\_\_\_\_

**HANDPRINTED** NAME OF TRANSFeree / BUYER \_\_\_\_\_

**HANDPRINTED** NAME OF TRANSFEROR / SELLER \_\_\_\_\_

ADDRESS OF TRANSFeree / BUYER \_\_\_\_\_

ADDRESS OF TRANSFEROR / SELLER \_\_\_\_\_



**FEDERAL REGULATION AND STATE LAW REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE ODOMETER STATEMENT OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

**KEEP IN A SAFE PLACE**

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

TD-420-002

**If you are the buyer:** You must apply for a new Certificate of Ownership (Title) within 15 calendar days of acquiring the vehicle. Take the signed title to your local vehicle licensing office and pay the appropriate fees and taxes. You must also complete an application for Certificate of Ownership. It is available on our website at [www.dol.wa.gov](http://www.dol.wa.gov), or from your local vehicle licensing office. If you do not transfer ownership within 15 calendar days, there is a penalty fee.



Title (360) 425-2950  
Escrow (360) 577-8000  
Toll Free (877) 425-2950  
Fax (360) 425-8010

1425 Maple Street  
Longview, Washington 98632

THIS IS YOUR FINAL TITLE INSURANCE POLICY

This is for informational purposes only.  
The premium has been paid in full during the closing of your Escrow.  
Please keep this document in a safe place.

If you have any questions please give us a call.

Thank you for choosing Cascade Title of Cowlitz County for your title and escrow closing.

Sincerely,  
Cascade Title Company of Cowlitz County

Serving your from these locations as well:

Main Office

805 Broadway St  
Ste 747  
Vancouver, WA 98660  
Phone: (360) 695-1301  
Escrow Fax: (360) 695-2358

Fishers Landing

1498 SE Tech Center Pl.  
Ste 200  
Vancouver, WA 98683  
Phone: (360) 891-1881  
Fax: (360) 891-1884



**CASCADE**  
**TITLE COMPANY**

1425 Maple Street  
Longview, Washington 98632



1280 U.S. POSTAGE PB3574318  
0455#01.170 OCT 16 2009  
9817 MAILED FROM ZIP CODE 98632

**ALLEN MCPHERSON**  
**PO BOX 1097**  
**WOODLAND WA 98674**

**Return Address:**  
Edwin G. Woodward  
WOLFSTONE, PANCHOT & BLOCH, P.S., INC.  
1111 Third Avenue, Suite 1800  
Seattle, WA 98101

3527655  
08/06/2015 03:00:44 PM Pages: 4  
Lis Pendens WOLFSTONE 75.00  
Cowlitz County Washington



<b>Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)</b>	
Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in.)	
1. Lis Pendens _____	2. _____
3. _____	4. _____
Reference Number(s) of Documents assigned or released:	
Additional reference #'s on page _____ of document.	
Grantor(s) Exactly as name(s) appear on document	
1. Allen McPherson	
2. _____	
Additional names on page _____ of document.	
Grantee(s) Exactly as name(s) appear on document	
1. Eric C. Betten, Co-Personal Representative of the Estate of Julia H. Betten	
2. Michael R. McPherson, Co-Personal Representative of the Estate of Julia H. Betten	
3. Additional names on page _____ of document.	
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)	
Bozarth O DLC T-4B	
Additional legal is on page 4 of document.	
Assessor's Property Tax Parcel/Account Number	<input type="checkbox"/> Assessor Tax # not yet assigned.
6016101	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	
"I am signing below and paying an additional \$50 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 hereby 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.	

89



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

Eric C. Betten and Michael R. McPherson, as Co-  
Personal Representatives of the Estate of Julia H.  
Betten, Deceased,

Plaintiffs,

vs.

Allen McPherson; and Jane Doe McPherson, his  
wife, and all other persons or parties unknown  
claiming any right, title, estate, heir or interest in  
the real estate described in the Complaint.

Defendants.

NO. 15-2-00917-7

LIS PENDENS

NOTICE IS HEREBY GIVEN that Michael R. McPherson and Eric C. Betten, as co-  
personal representatives of the Julia H. Betten Estate, plaintiffs in the above-captioned lawsuit, have  
commenced an action against the above-named defendants in the Superior Court of the State of  
Washington in and for the County of Cowlitz by filing a summons and complaint. This is notice of  
pendency of said action. The names of the parties to said action are set forth above. The object of  
the action is to obtain a judgment on a promissory note and foreclose the deed of trust which secures  
the note and seeking a declaration that none of the Defendants or anyone else claiming through  
them subsequent to the time of filing this notice, have any right, title or interest in the property. The

LIS PENDENS - 1

Law Offices of  
Wolfstone, Panchot & Bloch, P.S., Inc.  
1111 Third Avenue, Suite 1900  
Seattle, Washington 98101  
Phone: (206) 682-3840  
Fax: (206) 348-8837

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1 property affected by this action has a street address of 1148 South Pekin Road, Woodland, WA  
2 98674. The property affected by this action has a tax parcel number of: 6016101. The property  
3 affected by this action is legally described in Exhibit A hereto.

4 All persons dealing with said real estate subsequent to the filing hereof will take subject to  
5 the rights of plaintiffs as established in this action.

6 DATED this 5<sup>TH</sup> day of August, 2015.

7  
8 WOLFSTONE, PANCHOT & BLOCH, P.S., Inc.

9  
10 By: Edwin G. Woodward  
11 Edwin G. Woodward, WSBA #8624  
Attorneys for Plaintiff

12 STATE OF WASHINGTON )  
13 ) ss  
14 COUNTY OF KING )

15 I certify that I know or have satisfactory evidence that Edwin G. Woodward, is the person  
16 who appeared before me, and said person acknowledged that he signed this instrument, and  
acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the  
instrument.

17 DATED August 5, 2015.



18  
19 Gloria M. Masters  
Gloria M. Masters  
20 NOTARY PUBLIC in and for the State  
21 of Washington, residing at Seattle  
22 My appointment expires 12-24-17

**Exhibit A**

**A TRACT OF LAND IN THE OWEN BOZARTH D.L.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF THE COUNTY ROAD KNOWN AS PEKIN ROAD WHICH IS 2,504.00 FEET SOUTH OF THE NORTH BOUNDARY OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE W.M.;**

**THENCE NORTH 87° 19' EAST A DISTANCE OF 1861.10 FEET;**

**THENCE SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2, AS EXISTED JUNE 25, 1976, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;**

**THENCE NORTH 816 FEET TO A POINT;**

**THENCE SOUTH 87° 19' WEST 300 FEET TO A POINT;**

**THENCE SOUTH TO SAID NORTHERLY RIGHT OF WAY LINE OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2;**

**THENCE SOUTHEASTERLY ALONG SAID NORTHERLY CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2 RIGHT OF WAY LINE TO THE POINT OF BEGINNING.**

**SITUATED IN COWLITZ COUNTY, WASHINGTON**

Unofficial Copy

92

No.101989-I  
**IN THE SUPREME COURT  
OF THE STATE OF WASHINGTON**

<b>Eric Betten and Michael McPherson</b>	)	<b>Declaration in support</b>
<b>Co-Personal Representatives for the</b>	)	<b>Extension of Time to</b>
<b>Estate of Julia H. Betten, Deceased</b>	)	<b>File Petition for Review</b>
	)	<b>and Petition for Review</b>
<b>Respondents/Plaintiffs</b>	)	
	)	<b>Court of Appeals No:</b>
<b>v</b>	)	<b>545071-I-II</b>
	)	<b>Lower Tribunal No:</b>
<b>Allen McPherson and</b>	)	<b>15-2-00917-7</b>
<b>Nikkala McPherson</b>	)	
	)	
<b>Appellants/Defendants</b>	)	

This declaration is being filed with the utmost respect to the Supreme Court and is in support of the petition for review and the motion for an extension of time to file the petition.

In the rules for appellate procedure it states the court will only in extraordinary circumstances extend or shorten time to prevent a gross miscarriage of justice. This case warrant's a review by the Supreme Court.

Whether we are Pro Se or an attorney or the court it self, we all are accountable and must follow the rules. I would like the court to know that I

accept responsibility for my actions as well as I am asking the court to accept my sincere apology for filing after 5pm on May 26, 2023. I meant no disrespect to the court as I was very anxious while filing that pushed the time past 5pm.

In addressing the same subject of being accountable and timeliness I ask the court to recognize the errors that were made by the trial court when the complaint was filed in August of 2015. Cause no. 15-2-00917-7 in which the Plaintiffs/Personal Representatives misrepresented facts to the court and as a result the court erred. The errors have been detrimental to the outcome of this case and have impeded my ability to be fairly heard. Keeping this in mind and knowing that I had the protection of the rules of the law, the errors were brought to the trial courts attention. These errors were ignored by the court, with the exception of a \$5,000.00 sanction I received for bringing the errors to the courts attention. A home and property has been wrongfully taken, default judgments and monetary judgments have been attached and owing to the Plaintiffs in the sum of upwards of \$665,000.00.

The first error was the statute of limitations had passed on a contract that was time barred. This was a void contract that had been satisfied/waived by the true beneficiary of the contract from seven years prior to the

complaint being filed.

The evidence the court granted a summary judgment on was a declaration from the plaintiff who had no authority as the real beneficiary had voided the contract while alive. The court erred in allowing the case to move forward on a time barred instrument.

The second error, I was a named defendant on the complaint, married to the other defendant but had been living separately for 25 years. I was not summoned to court, had no opportunity to defend myself but was attached to the judgments with the other defendant. I was deprived of the opportunity to defend myself and deprived of the opportunity to bring to the courts attention the evidence that would have stopped all litigation.

The due process error goes even further. The court stated that as a known defendant a summons through the news paper was sufficient for me. This error goes even further. The summons was published nine months after the complaint was filed and AFTER the court granted judgment in favor of the plaintiffs. Yet even worse, the summons published stated anyone with interest in the litigation over the property had 60 days to respond. The court failed to wait the full 60 days and signed the judgment order 43 days after the summons was published. This is not a proper summons to a known or an

unknown person. A proper summons is given at the onset of a case, not after the judgment is granted. See attached

I went to the trial court for assistance and bring the truth of facts to the courts attention. I had nothing to gain, I only wanted to heard and bring facts to the court. As of now I still have not had a fair oppportunity to a fair trial, but have judgments from a trial I was not at.

I declare under the penalty of perjury under the laws of the State of Washington that the statement on this form is true and correct.

May 30, 2023

643 words

Respectfully submitted

/s/ Nikkala McPherson- Pro Se  
824 N.E. 123<sup>rd</sup> Ave  
Vancouver, WA. 98682  
360 901 1362  
[nikkala66@gmail.com](mailto:nikkala66@gmail.com)

## CERTIFICATE OF SERVICE

I certify under the penalty of perjury under the laws of the State of Washington that on May 30, 2023, I delivered through the state portal a true copy of my declaration in support of the petition for review to

Bradley Wolfe  
P. O. Box 2095  
Tacoma, WA. 98401  
[bwolf@wolflaw.us](mailto:bwolf@wolflaw.us)

/s/ Nikkala McPherson



PROMISSORY NOTE

\$229,000.00

March 31, 2008

Longview, WA

FOR VALUE RECEIVED, ALLEN MCPHERSON, a married man, as his separate estate, hereinafter "Maker", promises to pay to CARL B. BETTEN, hereinafter "Holder", or order, at 5207 WALLINGFORD AVE. N., SEATTLE, WA 98103, or such other place as may be designated by the Holder from time to time, the principal sum of Two Hundred Twenty-Nine Thousand And 00/100 dollars (\$229,000.00) with interest thereon from 1st day of April, 2008 on the unpaid principal at the rate of Five and 00/100 percent (5.00%) per annum as follows:

- 1. **INSTALLMENT PAYMENTS:** Maker shall pay, (check one)
  - a.  **NO INSTALLMENTS.** No installment payments are required.
  - b.  **PRINCIPAL and INTEREST INSTALLMENTS** of        Dollars (\$        ), or more.
  - c.  **INTEREST ONLY PAYMENTS** on the outstanding principal balance, or more.

(The following must be completed if "b" or "c" is checked)

The installment payments shall begin on the(not applicable) and shall continue on the(n/a) day of each succeeding: (check one)

- calendar month         sixth calendar month         other:
- third calendar month     twelfth calendar month

- 2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on 1st day of APRIL, 2009.
- 3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of        percent (        %) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
- 4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
- 5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
- 6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
- 7. **LATE CHARGE:** If Holder receives any installment payment more than        days (15 days if not filled in) after its due date, then a late payment charge of \$       , or        percent (        %) of the installment payment (5% of the Installment payment if neither is filled in) shall be added to the scheduled payment.
- 8. **DUE ON SALE: (OPTIONAL-Not applicable unless initiated by Holder and Maker to this Note)** If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

- 9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within        days (30 days if not filled in) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under the Deed of Trust or other instruments securing repayment of this Note.
- 10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the nonprevailing party.
- 11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.

1 of 2

12. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
13. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
14. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
15. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
16. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
17. **COMMERCIAL PROPERTY: OPTIONAL - Not applicable unless initialed by Holder and Maker to the Note)** Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

18. **DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

19. **ADDITIONAL TERMS AND CONDITIONS:** (check one)

a.  NONE

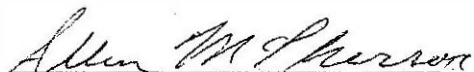
OR

b.  Asset forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: if neither a or b is checked, then option "a" applies)

20. **THIS NOTE IS SECURED BY**  DEED OF TRUST,  MORTGAGE,  OF EVEN DATE.

Maker (signatures)

  
ALLEN MCPHERSON

Maker's address for all notices given by Holder under this Note:

PO BOX 1097  
WOODLAND, WA 98674

**DO NOT DESTROY THIS NOTE**

**WHEN PAID** this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

When recorded return to:  
ALLEN MCPHERSON  
PO BOX 1097  
WOODLAND, WA 98674

3363599  
04/03/2008 04:04:03 PM  
Deed CASCADE 43.00  
Cowlitz County Washington

Pages: 2



Escrow No.: 00065512-JER

Received \$ 2849.28 exorise tax levios  
pursuant to Chap. 11. Laws Ex. 1951  
AFF. NO. 080351 JUDY AINSLIE  
COWLITZ COUNTY TREAS.  
Date APR 3 2008 Clinton Deputy

### Statutory Warranty Deed

THE GRANTOR, JCR SOLUTIONS LLC, A WASHINGTON LIMITED LIABILITY COMPANY, for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to ALLEN MCPHERSON, a married man, as his separate estate, the following described real estate, situated in the County of COWLITZ, State of Washington:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Tax Parcel Number(s): 6016101  
Abbreviated Legal: O BOZARTH DLC, T-4B

Dated this 27th day of March, 2008.

JCR SOLUTIONS LLC

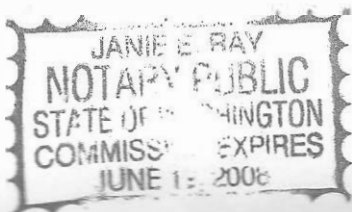
By: CHRISTINE L. RANDALL, Manager/Member By: JON N. RANDALL, Manager/Member

STATE OF WASHINGTON  
COUNTY OF COWLITZ

} ss

I certify that I know or have satisfactory evidence that CHRISTINE L. RANDALL & JON N. RANDALL are the persons who appeared before me, and said persons acknowledged that they signed this instrument and on oath stated they are authorized to sign as the Manager/Members of JCR SOLUTIONS LLC and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 27, 2008



Janie E. Ray  
Notary Public in and for the State of Washington  
Residing at Castle Rock  
My appointment expires: June 19, 2008

**STATE OF WASHINGTON  
VEHICLE CERTIFICATE OF OWNERSHIP (TITLE)**

CERTIFICATE NUMBER  
**0814126306**

LICENSE NUMBER <b>114977</b>	VEHICLE IDENTIFICATION NUMBER (VIN) <b>1927</b>	YEAR <b>1972</b>	MAKE <b>KINGS</b>	MODEL	STYLE	SERIES BODY <b>24/40</b>
DATE ISSUED <b>05/20/2008</b>	ODOMETER MILES <b>000000</b>	ODOMETER STATUS <b>EXEMPT</b>	FLEET NUMBER	EQUIP NUMBER	FUEL TYPE <b>UNPOWERED</b>	
USE CLASS <b>MOB</b>	SCALE WEIGHT <b>00000</b>	GROSS WEIGHT <b>000000</b>	VEHICLE COLOR	PRIOR TITLE STATE <b>WA</b>	PRIOR TITLE NUMBER <b>0803915011</b>	
COMMENTS <b>2100-2008</b>						

BRANDS

SALE PRICE \$ \_\_\_\_\_

DATE OF SALE \_\_\_\_\_

**LEGAL OWNER:** When lien is satisfied, release interest by signing below and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170. **TRANSFeree/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY TO AVOID PENALTY.**

LEGAL OWNER

REGISTERED OWNER

**MCPHERSON, ALLEN  
PO BOX 1097  
WOODLAND WA 98674-1100**

**SAME AS LEGAL OWNER**

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

*Elizabeth A. Luce*

DIRECTOR DEPARTMENT OF LICENSING 05/06

0024972 01 AT  
0024972 01 AT

I certify, to the best of my knowledge, that the ODOMETER READING, as shown below: (CHECK ONE)

- NO TENTHS**       1. is the ACTUAL MILEAGE of the vehicle  
 2. is in EXCESS OF ITS MECHANICAL LIMITS  
 3. is NOT THE ACTUAL MILEAGE

ODOMETER READING (in miles)

TRANSFEEER / BUYER: unless licensed dealer, must transfer title within 15 days of sale.  
 I / we warrant this Title and certify that the vehicle described herein has been sold to the following:

Date of Transfer

   /    /   

SIGNATURE OF TRANSFEEER / BUYER \_\_\_\_\_

SIGNATURE OF TRANSFEROR / SELLER \_\_\_\_\_

HANDPRINTED NAME OF TRANSFEEER / BUYER \_\_\_\_\_

HANDPRINTED NAME OF TRANSFEROR / SELLER \_\_\_\_\_

ADDRESS OF TRANSFEEER / BUYER \_\_\_\_\_

ADDRESS OF TRANSFEROR / SELLER \_\_\_\_\_



FEDERAL REGULATION AND STATE LAW REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE ODOMETER STATEMENT OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

**KEEP IN A SAFE PLACE**

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

TD-420-002

If you are the buyer: You must apply for a new Certificate of Ownership (Title) within 15 calendar days of acquiring the vehicle. Take the signed title to your local vehicle licensing office and pay the appropriate fees and taxes. You must also complete an application for Certificate of Ownership. It is available on our website at [www.dol.wa.gov](http://www.dol.wa.gov), or from your local vehicle licensing office. If you do not transfer ownership within 15 calendar days, there is a penalty fee.

**STATE OF WASHINGTON  
VEHICLE CERTIFICATE OF OWNERSHIP (TITLE)**

CERTIFICATE NUMBER

**0822430504**

LICENSE NUMBER <b>@76904</b>	VEHICLE IDENTIFICATION NUMBER (VIN) <b>02910388J</b>	YEAR <b>1976</b>	MAKE <b>HILLC</b>	MODEL	STYLE	SERIES BODY <b>60/24</b>
DATE ISSUED <b>08/11/2008</b>	ODOMETER MILES <b>0000000</b>	ODOMETER STATUS <b>EXEMPT</b>	FLEET NUMBER	EQUIP NUMBER	FUEL TYPE <b>UNPOWERED</b>	
USE CLASS <b>MOB</b>	SCALE WEIGHT <b>00000</b>	GROSS WEIGHT <b>000000</b>	VEHICLE COLOR	PRIOR TITLE STATE <b>WA</b>	PRIOR TITLE NUMBER <b>0803915010</b>	

COMMENTS  
**7400-2008**

BRANDS

SALE PRICE \$ \_\_\_\_\_

DATE OF SALE \_\_\_\_\_

**LEGAL OWNER:** When lien is satisfied, release interest by signing below and transmit this document to County Auditor or Agent with proper fee. Failure to properly release and transmit the document within 10 days after lien is satisfied may result in monetary penalty to the debtor, pursuant to RCW 46.12.170. **TRANSFeree/BUYER MUST APPLY FOR TRANSFER OF OWNERSHIP WITHIN 15 DAYS FROM DATE OF DELIVERY TO AVOID PENALTY.**

LEGAL OWNER

**MCPHERSON, ALLEN  
PO BOX 1097  
WOODLAND, WA 98674-1100**

REGISTERED OWNER

**SAME AS LEGAL OWNER**

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF LEGAL OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE AS DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF REGISTERED OWNER HEREBY RELEASES ALL INTEREST IN VEHICLE DESCRIBED ABOVE \_\_\_\_\_ DATE \_\_\_\_\_

I CERTIFY THAT THE RECORDS OF THE DEPARTMENT OF LICENSING SHOW PERSONS NAMED HEREON AS REGISTERED OWNERS AND LEGAL OWNERS OF THE VEHICLE DESCRIBED.

*Elizabeth A. Luce*

DIRECTOR DEPARTMENT OF LICENSING 06/06

0044834 01 AT  
0044834 01 AT-

I certify, to the best of my knowledge, that the ODOMETER READING, as shown below: (CHECK ONE)

**NO TENTHS**

1. is the ACTUAL MILEAGE of the vehicle  
 2. is in EXCESS OF ITS MECHANICAL LIMITS  
 3. is NOT THE ACTUAL MILEAGE

ODOMETER READING (in miles)

**TRANSFeree / BUYER: unless licensed dealer, must transfer title within 15 days of sale.**  
I / we warrant this Title and certify that the vehicle described herein has been sold to the following:

Date of Transfer

   /    /   

SIGNATURE OF TRANSFeree / BUYER \_\_\_\_\_

SIGNATURE OF TRANSFEROR / SELLER \_\_\_\_\_

HANDPRINTED NAME OF TRANSFeree / BUYER \_\_\_\_\_

HANDPRINTED NAME OF TRANSFEROR / SELLER \_\_\_\_\_

ADDRESS OF TRANSFeree / BUYER \_\_\_\_\_

ADDRESS OF TRANSFEROR / SELLER \_\_\_\_\_



**FEDERAL REGULATION AND STATE LAW REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE ODOMETER STATEMENT OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

**KEEP IN A SAFE PLACE**

**ANY ALTERATION OR ERASURE VOIDS THIS TITLE**

TD-420-002

**If you are the buyer:** You must apply for a new Certificate of Ownership (Title) within 15 calendar days of acquiring the vehicle. Take the signed title to your local vehicle licensing office and pay the appropriate fees and taxes. You must also complete an application for Certificate of Ownership. It is available on our website at [www.dol.wa.gov](http://www.dol.wa.gov), or from your local vehicle licensing office. If you do not transfer ownership within 15 calendar days, there is a penalty fee.



Title (360) 425-2950  
Escrow (360) 577-8000  
Toll Free (877) 425-2950  
Fax (360) 425-8010

1425 Maple Street  
Longview, Washington 98632

THIS IS YOUR FINAL TITLE INSURANCE POLICY

This is for informational purposes only.  
The premium has been paid in full during the closing of your Escrow.  
Please keep this document in a safe place.

If you have any questions please give us a call.

Thank you for choosing Cascade Title of Cowlitz County for your title and escrow closing.

Sincerely,  
Cascade Title Company of Cowlitz County

Serving your from these locations as well:

Main Office

805 Broadway St  
Ste 747  
Vancouver, WA 98660  
Phone: (360) 695-1301  
Escrow Fax: (360) 695-2358

Fishers Landing

1498 SE Tech Center Pl.  
Ste 200  
Vancouver, WA 98683  
Phone: (360) 891-1881  
Fax: (360) 891-1884



**CASCADE**  
**TITLE COMPANY**

1425 Maple Street  
Longview, Washington 98632



1280 U.S. POSTAGE PB3574318  
0455 01.170 OCT 16 2009  
9817 MAILED FROM ZIP CODE 98632

**ALLEN MCPHERSON**  
**PO BOX 1097**  
**WOODLAND WA 98674**

FILED  
SUPERIOR COURT

2016 MAY 31 P 12:38

COWLITZ COUNTY  
STACI L. MYKLEBUST, CLERK

BY     *Seel*    

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

Eric C. Betten and Michael R. McPherson, as  
Co-Personal Representatives of the Estate of  
Julia H. Betten, Deceased,

Plaintiffs,

v.

Allen McPherson and Jane Doe McPherson,  
his wife, and all persons or parties unknown  
claiming any right, title, estate, heir or interest  
in the real estate described in the Complaint,

Defendants.

NO: 15-2-00917-7

SUMMONS BY PUBLICATION

The State of Washington to all persons or parties unknown claiming any right, title, estate, lien, or interest in the real estate described in the Complaint herein, (the "Unknown Defendants):

You, and each of you, are hereby summoned to appear within sixty (60) days after the date of first publication of this Summons, to wit, within sixty (60) days after the 1st day of June, 2016, and defend the above-entitled action in the above-entitled court and answer the Complaint of the Plaintiffs, and serve a copy of your answer upon the undersigned attorney for the Plaintiff, Edwin G. Woodward, at his office below stated; and, in case of your failure to do so, judgment will be rendered

SUMMONS BY PUBLICATION- 1

(26)

**KELLER ROHRBACK L.L.P.**

1201 Third Avenue, Suite 3200  
Seattle, WA 98101-3052  
TELEPHONE: (206) 623-1900  
FACSIMILE: (206) 623-3384

Scanned



1 against you according to the demands of the Complaint in this action which has been filed with the  
2 clerk of said court.

3 The object of this action is to foreclose a deed of trust on real property in Cowlitz County,  
4 Washington, described as:

5 A TRACT OF LAND IN THE OWEN BOZARTH D.L.C., MORE  
6 PARTICULARLY DESCRIBED AS FOLLOWS:

7 BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF  
8 THE COUNTY ROAD KNOWN AS PEKIN ROAD WHICH IS  
9 2,504.00 FEET SOUTH OF THE NORTH BOUNDARY OF SECTION  
10 31, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE W.M.;  
11 THENCE NORTH 87° 19' EAST A DISTANCE OF 1861.10 FEET;  
12 THENCE SOUTH TO THE NORTHERLY RIGHT OF WAY LINE  
13 OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2,  
14 AS EXISTED JUNE 25, 1976, SAID POINT BEING THE TRUE  
15 POINT OF BEGINNING OF THIS DESCRIPTION;  
16 THENCE NORTH 816 FEET TO A POINT;  
17 THENCE SOUTH 87° 19' WEST 300 FEET TO A POINT;  
18 THENCE SOUTH TO SAID NORTHERLY RIGHT OF WAY LINE  
19 CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2;  
20 THENCE SOUTHEASTERLY ALONG SAID NORTHERLY  
21 CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2  
22 RIGHT OF WAY LINE TO THE POINT OF BEGINNING

23 SITUATED IN COWLITZ COUNTY, STATE OF WASHINGTON.

24 against all claims of any right, title or interest by all of the Defendants in said real property.

25 DATED: May 26, 2016

26 Keller Rohrback L.L.P.

By Edwin G. Woodward  
Edwin G. Woodward, WSBA #8624  
Attorneys for Plaintiffs

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

Eric C. Betten and Michael R. McPherson, as Co-Personal Representatives of the Estate of Julia H. Betten, Deceased, Plaintiff, v. Allen McPherson and Jane Doe McPherson, his wife, and all persons or parties unknown claiming any right, title, estate, heir or interest in the real estate described in the Complain. Defendants. NO: 15-2-00917-7

SUMMONS BY PUBLICATION

The State of Washington to all persons or parties unknown claiming any right, title, estate, heir, or interest in the real estate described in the Complain herein, (the "Unknown Defendants"): You, and each of you, are hereby summoned to appear within sixty (60) days after the date of first publication of this Summons, to wit, within sixty (60) days after the 1st day of June, 2016, and defend the above-entitled action in the above-entitled court and answer the Complaint of the Plaintiffs, and serve a copy of your answer upon the undersigned attorney for the Plaintiff, Edwin G. Woodward, at his office below stated; and, in case of your failure to do so, judgment will be rendered against you according to the demands of the Complaint in this action which has been filed with the clerk of said court. The object of this action is to foreclose a deed of trust on real property in Cowlitz County, Washington, described as: A TRACT OF LAND IN THE OWEN BOZARTH D.L.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF THE COUNTY ROAD KNOWN AS PEKIN ROAD WHICH IS 2,504.00 FEET SOUTH OF THE NORTH BOUNDARY OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE W.M., THENCE NORTH 87° 19' EAST A DISTANCE OF 1861.10 FEET; THENCE SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2, AS EXISTED JUNE 25, 1976, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 816 FEET TO A POINT; THENCE SOUTH 87° 19' WEST 300 FEET TO A POINT; THENCE SOUTH TO SAID NORTHERLY RIGHT OF WAY LINE CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2 RIGHT OF WAY LINE TO THE POINT OF BEGINNING SITUATED IN COWLITZ COUNTY, STATE OF WASHINGTON, against all claims of any right, title or interest by all of the Defendants in said real property. DATED: May 26, 2016

Keller Rohrback L.L.P.  
By: Edwin G. Woodward, W58A #8624, Attorneys for Plaintiffs, 1201 Third Avenue, Suite 3200, Seattle, WA 98101-3052, 206-623-1900; Fax 206-623-3364  
Publish: June 1, 8, 15, 22, 29 & July 6, 2016

AFFIDAVIT OF PUBLICATION

IN THE MATTER NOTICE OF PUBLICATION

Ad Number 531323

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

KELLER ROHRBACK L.L.P.

STATE OF WASHINGTON  
COUNTY OF COWLITZ

MELANIE CRISMAN being duly sworn says that she is the CHIEF CLERK of THE DAILY NEWS. And that THE DAILY NEWS, published in Cowlitz County, has been approved as a Legal newspaper by order of the Superior court of the State of Washington of Cowlitz County, and that the Annexed printed copy is a true copy of the notice in the above entitled matter as it was printed in the regular entire issue of said paper and online at www.tdn.com, for a period of 6 insertions commencing on June 1, 2016 and ending on July 6, 2016, and that said newspaper was regularly distributed to its subscribers during all of said period, and that said notice was published in said paper and not in a supplement form. That the full amount of the fee charged for said forgoing publication is the sum of \$1424.50 and \$3.50 line for the first insertion and \$3.00 per line for each subsequent insertion. There is also an additional charge of \$10.00 for every additional affidavit copy over two copies.

MELANIE CRISMAN

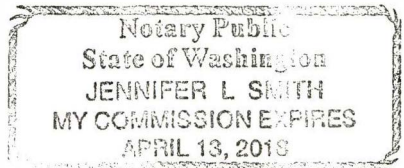


Subscribed and sworn to before me this  
4th of August, 2016

JENNIFER L. SMITH



Notary Public for the State of Washington  
Residing in Cowlitz County



**Return Address:**  
Edwin G. Woodward  
WOLFSTONE, PANCHOT & BLOCH, P.S., INC.  
1111 Third Avenue, Suite 1800  
Seattle, WA 98101

3527655  
08/06/2015 03:00:44 PM Pages: 4  
Lis Pendens WOLFSTONE 75.00  
Cowlitz County Washington



<b>Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)</b>	
Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in.)	
1. Lis Pendens _____	2. _____
3. _____	4. _____
Reference Number(s) of Documents assigned or released:	
Additional reference #'s on page _____ of document.	
Grantor(s) Exactly as name(s) appear on document	
1. Allen McPherson	
2. _____	
Additional names on page _____ of document.	
Grantee(s) Exactly as name(s) appear on document	
1. Eric C. Betten, Co-Personal Representative of the Estate of Julia H. Betten	
2. Michael R. McPherson, Co-Personal Representative of the Estate of Julia H. Betten	
3. Additional names on page _____ of document.	
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)	
Bozarth O DLC T-4B	
Additional legal is on page 4 of document.	
Assessor's Property Tax Parcel/Account Number	<input type="checkbox"/> Assessor Tax # not yet assigned.
6016101	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	
"I am signing below and paying an additional \$50 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 hereby 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.	

89

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

Eric C. Betten and Michael R. McPherson, as Co-  
Personal Representatives of the Estate of Julia H.  
Betten, Deceased,

Plaintiffs,

vs.

Allen McPherson; and Jane Doe McPherson, his  
wife, and all other persons or parties unknown  
claiming any right, title, estate, heir or interest in  
the real estate described in the Complaint.

Defendants.

NO. 15-2-00917-7

LIS PENDENS

NOTICE IS HEREBY GIVEN that Michael R. McPherson and Eric C. Betten, as co-  
personal representatives of the Julia H. Betten Estate, plaintiffs in the above-captioned lawsuit, have  
commenced an action against the above-named defendants in the Superior Court of the State of  
Washington in and for the County of Cowlitz by filing a summons and complaint. This is notice of  
pendency of said action. The names of the parties to said action are set forth above. The object of  
the action is to obtain a judgment on a promissory note and foreclose the deed of trust which secures  
the note and seeking a declaration that none of the Defendants or anyone else claiming through  
them subsequent to the time of filing this notice, have any right, title or interest in the property. The

LIS PENDENS - 1

Law Offices of  
Wolfstone, Panchot & Bloch, P.S., Inc.  
1111 Third Avenue, Suite 1900  
Seattle, Washington 98101  
Phone: (206) 682-3840  
Fax: (206) 348-8837

96

1 property affected by this action has a street address of 1148 South Pekin Road, Woodland, WA  
2 98674. The property affected by this action has a tax parcel number of: 6016101. The property  
3 affected by this action is legally described in Exhibit A hereto.

4 All persons dealing with said real estate subsequent to the filing hereof will take subject to  
5 the rights of plaintiffs as established in this action.

6 DATED this 5<sup>TH</sup> day of August, 2015.

7  
8 WOLFSTONE, PANCHOT & BLOCH, P.S., Inc.

9  
10 By: Edwin G. Woodward  
11 Edwin G. Woodward, WSBA #8624  
Attorneys for Plaintiff

12 STATE OF WASHINGTON )  
13 ) ss  
14 COUNTY OF KING )

15 I certify that I know or have satisfactory evidence that Edwin G. Woodward, is the person  
16 who appeared before me, and said person acknowledged that he signed this instrument, and  
acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the  
instrument.

17 DATED August 5, 2015.



18  
19 Gloria M. Masters  
Gloria M. Masters  
20 NOTARY PUBLIC in and for the State  
21 of Washington, residing at Seattle  
22 My appointment expires 12-24-17

91

**Exhibit A**

**A TRACT OF LAND IN THE OWEN BOZARTH D.L.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF THE COUNTY ROAD KNOWN AS PEKIN ROAD WHICH IS 2,504.00 FEET SOUTH OF THE NORTH BOUNDARY OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE W.M.;**  
**THENCE NORTH 87° 19' EAST A DISTANCE OF 1861.10 FEET;**  
**THENCE SOUTH TO THE NORTHERLY RIGHT OF WAY LINE OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2, AS EXISTED JUNE 25, 1976, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;**  
**THENCE NORTH 816 FEET TO A POINT;**  
**THENCE SOUTH 87° 19' WEST 300 FEET TO A POINT;**  
**THENCE SOUTH TO SAID NORTHERLY RIGHT OF WAY LINE OF CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2;**  
**THENCE SOUTHEASTERLY ALONG SAID NORTHERLY CONSOLIDATED DIKING IMPROVEMENT DISTRICT NO. 2 RIGHT OF WAY LINE TO THE POINT OF BEGINNING.**

**SITUATED IN COWLITZ COUNTY, WASHINGTON**

Unofficial Copy

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR COWLITZ COUNTY

BETTEN, ERIC C AS CO-PERSONAL  
REP FOR ESTATE OF JULIA BETTEN  
Petitioner

Cause # 15-2-00917-7  
Judge: \_\_\_\_\_STEPHEN WARNING

-VS-

MCPHERSON, ALLEN ET UX ET AL

Court Room 2  
Clerk: \_\_\_\_\_SUSAN WILTFONG  
Date: 03/30/2016

Respondent

Petitioner Appeared:  Yes /  No Pro se /  Counsel for Petitioner WOODWARD, EDWIN G -P

Respondent Appeared: Yes  /  No Pro se /  Counsel for Respondent ANDREWS, PHILIP RUSSELL -P  
PETTIS, BECKIE -np

PLTF'S MTN FOR SUMMARY JUDGMENT

\*\*CONFIRMED BY PLTF'S CNSL \*\*/SC

2:33 Mr. Woodward addresses ct, 2:36 Mr. Andrews responds, 2:36 Mr. Woodward continues, 2:45 Mr. Andrews responds, 2:51 Mr Woodward rebuttal, 2:54 Ct ruling

COURTS RULING: 1 yr extension only applies to Ms. Better, Matters have to be decided in estate case  
- Ct grants summary judgment

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR COWLITZ COUNTY

BETTEN, ERIC C AS CO-PERSONAL  
REP FOR ESTATE OF JULIA BETTEN

Petitioner

Cause # 15-2-00917-7

Judge: STEPHEN WARNING

-VS-

MCPHERSON, ALLEN ET UX ET AL

Respondent

Court Room: 2

Clerk: SUSAN WILTFONG

Date: 07/13/2016

Petitioner Appeared: Yes No Pro se / Counsel for Petitioner

WOODWARD, EDWIN G - P

Respondent Appeared: Yes No Pro se / Counsel for Respondent

ANDREWS, PHILIP RUSSELL - NP  
PETTIS, BECKIE - NP

MOTION FOR ENTRY OF ORDER & ORDER  
FOR PUBLICATION OF SUMMONS

\*JUDGE WARNING\*

2:09 Mr. Woodward addresses ct, Discussion,  
2:10 Ct signs Order,

COURTS RULING: Ct signs Order on Summary  
Judgment -  
Cost bill to be provided- Order to  
be presented Ex Parte - \* Order in file \*



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**SUPERIOR COURT OF WASHINGTON FOR COWLITZ COUNTY**

**Eric C. Betten and Michael R. McPherson, as  
Co-Personal Representatives of the Estate of  
Julia H. Betten, Deceased,**

**Plaintiff,**

**v.**

**Allen McPherson and Nikkala L. McPherson,  
husband and wife, et al ,**

**Defendants.**

**No. 18 2 01334 08**

**COURT'S RULING ON MOTION  
FOR ADDITIONAL FEES**

The Plaintiffs are entitled, both by contract and statute, to a full award of attorney's fees as against Allen McPherson, and it is so ordered.

Nikkala L. McPherson was not a signator to the contract at issue. Further, her claim here was a narrow one. I found it to be meritless, but it did not encompass all the various acts and tactics involving her co-defendant. In recognition of this I award \$5,000 in attorney's fees to the Plaintiffs against the defendant Nikkala L. McPherson.

Dated August 10, 2020



Stephen M. Warning  
Superior Court Judge

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**SUPERIOR COURT OF WASHINGTON FOR COWLITZ COUNTY**

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Dated August 10, 2020

  
\_\_\_\_\_  
Stephen M. Warning  
Superior Court Judge

**NIKKALA MCPHERSON - FILING PRO SE**

**June 06, 2023 - 5:17 PM**

**Transmittal Information**

**Filed with Court:** Supreme Court  
**Appellate Court Case Number:** 101,989-1  
**Appellate Court Case Title:** Eric C. Betten, et al. v. Allen and Nikkala McPherson  
**Superior Court Case Number:** 15-2-00917-7

**The following documents have been uploaded:**

- 1019891\_Other\_20230606170040SC561809\_0848.pdf  
This File Contains:  
Other - amendment  
*The Original File Name was FINAL AMENDMENT.pdf*

**A copy of the uploaded files will be sent to:**

- bwolf@wolflaw.us
- nikkala66@gmail.com

**Comments:**

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Sender Name: Nikkala McPherson - Email: nikkala66@gmail.com  
Address:  
824 N.E. 123 Ave  
Vancouver, WA, 98684  
Phone: (360) 901-1362

**Note: The Filing Id is 20230606170040SC561809**