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SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY In Re the Marriage of MAY 27 1987 BARBARA A. SHAMBO,

Petitioner,

and

WILLIAM F. SHAMBO,

Respondent.

ORIGINAL FILED

NO. 86-3-01854ne McBride, Clerk, Clark Co.

DECREE OF DISSOLUTION OF MARRIAGE

This matter having come before this Court upon the stipulation of the parties, as evidenced by the signatures of the parties affixed hereto, the petitioner being represented by her attorney John R. Stichman of JOHN R. STICHMAN, INC., P.S., and the respondent being represented by his attorney Jerold W. Heller of SPEARS, LUBERSKY, CAMPBELL, BLEDSOE, ANDERSON & YOUNG. The Court having reviewed the records and files herein and being fully advised in the premises, and having made its Findings Of Fact And Conclusions Of law, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

Termination of Marriage: That the petitioner and respondent be and they hereby are granted an absolute decree of dissolution of marriage from each other and the bonds of matrimony heretofore existing between the petitioner and respondent be and they hereby are dissolved.

#### 2. Custody

The petitioner/wife is a fit and proper person to be awarded and she is hereby awarded the care, custody and control

DECREE OF DISSOLUTION OF MARRIAGE - 1

RECORDER'S NOTE:

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of the parties' minor child, Tonia Lee Shambo.

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#### 3. <u>Visitation</u>

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The respondent/husband shall be awarded reasonable visitation with Tonia Lee Shambo.

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## Consultation and contacts concerning child 4. The petitioner/wife shall confer with the respon-

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dent/husband in connection with major health, educational and developmental issues pertaining to Tonia. The petitioner shall

make reasonable efforts to maintain free access and unhampered contact between the respondent and the child. The parties shall

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make reasonable efforts to foster feelings of affection between

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the child and the other party. Neither party shall do anything

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which would estrange the child from the other party, or which would hamper the free and natural development of the child's

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love and respect for the other party.

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#### 5. Child support

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Commencing May 1, 1987, and continuing thereafter until at least through the month of August 1989, the respon-

19 20 dent/husband shall pay to the petitioner/wife, as and for the support of Tonia, the sum of \$450.00 per month.

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The parties acknowledge that it is important to Tonia to attend a college or trade school or the like after graduation

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from high school. The parties further acknowledge that in the

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event she is accepted and enrolled in such post high school education, the parties shall each be contributing a reasonable

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sum as and for their share of Tonia's support including tuition,

DECREE OF DISSOLUTION OF MARRIAGE - 2

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books and related school costs, in such actual amounts as the parties may agree. If the parties cannot agree as to the amount of contribution each is to make, taking into consideration their respective financial situations, and further taking into consideration Tonia's anticipated living arrangements and expenses, tuition, books and related school costs, the matter may be referred to the Court for disposition; the parties prefer the disposition be in a summary procedure such as on the motion docket, upon motion and affidavit, or however the Court may determine such procedure as may be appropriate at the time. Relative to the timing of any such motion brought for modification of the divorce Decree concerning such support after August 1989, the parties recognize that there is presently not sufficient information known about Tonia's future plans to determine the support obligation at this time. The parties agree that such motion may be brought at such time as may be appropriate prior to the end of August 1989. Provided further that a modification motion may be brought after August 1989 should factual circumstances justify a delay in bringing such motion to modify.

(i) Respondent's Social Security number is 361-32-0569.

(ii) Respondent's net monthly income is \$2,600.00.

(iii) Petitioner's Social Security number is 351-36-6111.

DECREE OF DISSOLUTION OF MARRIAGE - 3

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Law Office of John R. Stichman Inc., P.S. 1914 Broadway P.O. Box 89 Vancouver, WA 98666 (206) 693-2016 \$928.56.

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(iv) Petitioner's net monthly income is

- (v) Support is payable: 50% on the 15th day of each calendar month (beginning May 15, 1987) and 50% on the 30th day of each calendar month.
- NOTICE TO RESPONDENT: If a support payment (vi) is more than fifteen (15) days past due in an amount equal to or greater than the support payable for one (1) month, the petitioner may seek a mandatory wage assignment under Chapter 26.18 RCW without prior notice to the respondent.
- The respondent's employer currently is Boise (vii) The respondent shall immediately notify the petitioner in writing of a new or additional employer, together with the employer's address.

#### 6. Tax deduction

The respondent/husband shall be entitled to claim Tonia Lee Shambo as a personal exemption for federal income tax purposes so long as he is current in the payment of child support at all times during the relevant tax year.

## Health, medical, and dental insurance

The respondent/husband shall pay and maintain such health, medical, vision, dental (including orthodontia) and hospitalization insurance as is available to him through his place of employment for the benefit of Tonia. As to any such expenses that may be uninsured, the petitioner shall pay \$500.00

DECREE OF DISSOLUTION OF MARRIAGE - 4

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in any 12 month period (defined below) of such uninsured expenses, including deductibles. The respondent shall pay one-half of any such expenses over and above the \$500.00 amount during said 12 month period. The 12 month period shall run on an annual basis from May 1 until April 30 of the following calendar year. For example, the first 12 month period shall run from May 1, 1987 through April 30, 1988. These obligations of respondent shall continue throughout the child support period.

## 8. Life insurance

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The respondent/husband shall pay and maintain life insurance on his life, naming the petitioner/wife and Tonia Lee Shambo as beneficiaries, in the amount of \$35,000.00 (naming wife as to \$2,500.00 of such proceeds until respondent's spousal support obligation has been satisfied in full, and naming Tonia as the beneficiary as to the balance of any such proceeds), which amount shall be increased to \$70,000.00 upon the remarriage of the respondent, which obligations shall continue throughout the child support and spousal support periods. Respondent shall be required to provide a copy of said policy to petitioner along with proof of premium payments. The respondent shall not be permitted to allow said policies to lapse nor to borrow against said policies throughout the support period. petitioner shall be entitled to, and the respondent shall facilitate, the petitioner's ability to verify this insurance at all times through the carrier in order to verify the status of the beneficiary designation and the fact that the premiums are

DECREE OF DISSOLUTION OF MARRIAGE - 5

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current. If the petitioner shall be required to pay a premium or make a payment to avoid face amount reduction or other loss of all or a portion of the policy, the respondent shall be required to reimburse the petitioner for the costs of the premium plus a \$25 penalty. The respondent is prohibited from changing the beneficiary at any time during the support period and he shall be precluded from borrowing against the policy during the period of the support period.

### 9. Spousal Support Obligations

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A. Commencing May 1, 1987, the respondent/husband shall pay to petitioner/wife, for her support and maintenance, the sum of \$200.00 per month payable on or before the first day of each calendar month. This obligation shall continue throughout the month of August 1989. This obligation shall survive the death of the respondent. In the event of the death of the respondent, any such unpaid maintenance payments shall be funded from the proceeds of life insurance as provided by respondent in The above described maintenance accordance with paragraph 8 above. Payments, to the extent paid, shall be deductible by respondent pursuant to Section 215 of the Internal Revenue Co

### 10. Division Of Property

A. The petitioner/wife shall be awarded as her sole and separate property, free of any claims of the respondent/hus-band, those items of property, both real and personal, set forth on Schedules "A", "C" and "D", which are attached hereto and incorporated herein by this reference as though fully set forth.

B. The respondent/husband shall be awarded as his sole and separate property, free of any claims of the peti-

DECREE OF DISSOLUTION OF MARRIAGE - 6

Law Office of John R. Silchman Inc., P.S. (916 Broadway P.O. Box 89 Vancouver, WA 98/46 (206) 693-2046 S

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## 11. Obligations

- A. The petitioner/wife shall pay and hold the respondent/husband harmless for the mortgage on the family home owing to Capital Savings in the approximate amount of \$39,621.51.
- B. The respondent/husband shall pay and hold the petitioner/wife harmless for any and all other community debts not otherwise specified that may remain outstanding.
- C. The respondent/husband shall pay to the petitioner/wife upon entry of the Decree, and petitioner shall have a judgment against the respondent, in the amount of \$13,880 for purposes of equalizing the property division between the The above payment shall not be considered gross income of the petitioner as defined under Section 71 of the Internal Revenue Code not the Internal Revenue Code.
- D. Except as may otherwise be specified, each of the parties shall pay and hold the other party harmless from those debts and obligations respectively incurred by them on or after the date of separation.
- E. Each party hereto, in being awarded the primary responsibility for various debts and obligations, shall forever hold the other harmless on account thereof, and forever indemnify the other against all loss, costs or expenses (including attorney's fees as appropriate) incurred on account thereof.

DECREE OF DISSOLUTION OF MARRIAGE - 7

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#### 12. Taxes

A. The parties shall file joint income tax returns for the 1986 tax year and equally share any tax refund for that year. If there is any community liability for income tax obligations for the 1986 tax year, or any other tax year for which the community was in existence, the respondent/husband shall pay such tax obligations and hold the petitioner/wife harmless therefrom.

### B. Tax Impact

Notwithstanding any other provision herein, any income taxes which might be imposed as a result of the award or division of the assets between the parties, shall be the responsibility of the party receiving the asset in question.

### 13. Cooperation

Each party shall cooperate and execute and deliver upon the request of the other party or his or her heirs, executives, administrators, agents, or assigns, any and all deeds, consents, instruments, documents, bills of sale, and the like which may be necessary for the purpose of giving full force and effect to any of the provisions of the Decree of Dissolution entered herein.

DONE IN OPEN COURT this 27 day of MAY, 1987.

RONALD C. WILKINSON

JUDGE OF THE SUPERIOR COURT/COURT COMMISSIONER

DECREE OF DISSOLUTION OF MARRIAGE - 8

Law Office of John R. Stichman Inc., P.S. 1914 Broadway P.O. Box 89 Vancouver, WA 98666 (206) 693-2016

	BOOK FOR RECORD
1	Presented By:  JOHN R. STICHMAN, INC., P.S.
2	JOHN R. STICHMAN, INC., P.S.  JUN 24 12 50 171 187
3	By $d \rightarrow \mu \omega, \alpha \omega$ .
4	JOHN R STICHMAN, WSBA 10852 Of Attorneys for Petitioner
5	
6	Approved as to form and content, notice waited and consent to entry granted this
	$\mathcal{L}$ day of May, 1987.
7	SPEARS, LUBERSKY, CAMPBELL, BLEDSOE, ANDERSON & YOUNG
8	( ) fill olling
9	JEROLD W. HELLER, WSBA 43796 3222
10	Of Attorneys for Respondent
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12	The undersigned hereby appears the entire of this is
13	The undersigned hereby approve the entry of this document with this Court and agree to the contents of this document.
14	They sign this approval freely, knowingly and voluntarily.
15	Dated Akay 22:1987
16	Bushaya C. Stambo
17	BARBARA A. SHAMBO, Petitioner
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	Dated_May 27, 1987
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20	William F Shambo
21	WILLIAM F. SHAMBO, Respondent
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DECREE OF DISSOLUTION OF MARRIAGE - 9

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THE ADMINISTRATION OF THE PROPERTY OF THE PROP

Property to be awarded to petitioner/wife free of any claim of respondent/husband:

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The family home located at Route 1, Box 566-A, Woodland, Clark County, Washington, the legal description of which is:

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That portion of the Northwest quarter of the Northwest quarter of the Southwest quarter of Section 21, Township 5 North, Range 1 East of the Willamette Meridian, described as follows:
Beginning at the Southwest corner of the above described tract; thence East 330 feet; thence North 120 feet; thence West 330 feet; thence South 120 feet to the point of beginning.
EXCEPT Johnson Lindholm Road.

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The household furniture and furnishings.

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The Honda vehicle, license # 933 AMB.
 All right, title interest in and to determine the second second

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4. All right, title, interest in and to that certain Real Estate Contract and Addendum (a copy of which contract is attached hereto as Exhibit "C" and a copy of which Addendum is attached hereto as Exhibit "D"), and which are incorporated herein by this reference as though fully set forth. This conveyance to petitioner is of any and all of the vendor's interest in and to said contract and to the within described land, which contract has a balance owing of approximately \$19,400.00, and which obligation is secured

on a six acre tract of land described on Exhibit "C".

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5. The life insurance policy with the Aid Association For Lutherans.

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6. Savings with Capital Savings and Loan.

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7. The savings/funds with Shearson American Express.

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8. The IRAs in wife's name.

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10. A judgment in the sum of \$13,880.00 in favor of petitioner against respondent payable upon entry of the Decree. Payment of said judgment shall not be considered gross income of the petitioner as defined under Section 71 of the Internal Revenue Code nor allowable as a deduction to the respondent under Section 215 of the Internal Revenue Code.

All other property in wife's possession not specified.

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EXHIBIT "A"

Law Office of John R. Stichman Inc., P.S. 1914 Broadway P.O. Box 89 Vancouver, WA 98666 (206) 691-2046

i Santana

1 Property to be awarded to respondent/husband free of any claim of petitioner/wife: 2 3 1968 Nova, license #\_\_\_ 1. 2, 1972 Nova, license #\_\_\_ The reloading equipment. 3. 6 4. The gun safe. 7 The respondent's apartment furniture. 5. The 78 shares of Boise Cascade stock. 8 6. 9 The savings and supplemental retirement plan through Boise 7. Cascade. 10 The respondent's pension with Boise Cascade. 8. 11 The IRAs in respondent's name. 9. 12 10. The guns. 13 The coin collection. 11. 14 The snowmobile. 12. 15 13. The tent camper. 16 14. The boat. 17 Any other items of personal property currently in the respondent's possession not otherwise mentioned. 15. 18 19 20 21 22 23 24 25

EXHIBIT "B"

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Law Office of John R. Stichman Inc., P.S. 1914 Broadway P.O. Rox 89 Vancouver, WA 98666 (206) 693-2046

Darber and Allega

THIS CONTRACT, made and entered into this 20th der of August, 1981, between HILLIAM F. SHAMO and BARBARA A. SHAMO, husband and wife, hereinelter cetted the "setter," and ARNOLD BAILEY and JADENI BAILEY, husband and wife, hersinafter called the "purchaser,"

WITHESSETH: That the letter agrees in self to the purchaser and the purchaser pyrees to purchase from 12-8 s-Her the trillowing described real estate, with the appurtenances, in Skamania A Tract of land in Section 20, Township 3 North, Range 10 East of the Willamette Meridian described as follows: Lots 1, 2 and 4 of Shambo Short Plat recorded June 17, 1981, in Book 3 of Short Plats at page 10 under Auditor's File No. 92608, records of Skamania County, Washington..

The terms and conditions of this contract are as f	allows: The purchase price is	HERTY-EIGHT THOUSAND I	FIVE HUNDRED
EIGHT THOUS AND		28,500.00	
THÓ HUNCRED	******************	7.	<u>i</u>
or more at purchaser's aption, on as before the	15th. Juy of Schi	tember 	. 19 B1
or more at purchaser's option, on or before the purchase price shall have been fully paid. The purch	PIRE THEELIGE BRIDGE IS BRY INTERPOLE.	wh tructealing relember month until	Pathalance of spirit
which interest shall be deducted from each installmen	Marina from the 2011	May iii Nigust	19 81
All payments to be made boreander shall be made at or as such other place as the saller may deces in with	Columbia Mational B	ank, P. C. Box F. Wou	Hand, HA 98674
The parties hereto agree that we to seller. Seller will give a country the seller will give a deed relate balance of the contract, but five (5) years from the closing	then one-third (1/3) greater to purchase for a second but he had a lease for a second but he desired as a lease for a second but a lease for a second but the second second but the second second but the second sec	ice has been paid by t chosen by the purch	o chosen by the he purchaser

As referred to be this contract, "date of closing" short be August 20

fil The purchaser essumes and agrees to pay before delinquency all takes and appropriate that may as infrared quantum and grantee hereafter became a lien on said real estate, and all by the televant life confined the said-form har attended playment of an agreed to purchase subject to, any layer or estatements over a feet on tail real estate, the purchase subject to, any layer or estatements over a feet on tail real estate, the

12) The purchater agrees, until the purchase price is fully maid, so keep the fruidings now and hereafter placed on and restate insured to the occurrence of the second se

(1) The purchaser agent that full inspection of said seet estate has been made and if at unities the seller may his a single and if all or fitted to any coverages target line the condition of any inquisements thereon that the purchaser or seller or the attigute of seller has been in a fact it in any a command or agreement for alterations, inquisements or repairs unless the coverage or agreement relied on it contained between the seller or it is intring and attached to and made a part of this container.

41 The purchase assumes all harards of demage to or destruction of any legenormous show on sold and exists or hereafter a likeron, and of the toking of sold real estate or eye part shreed for quidle we, and pares that no such demage, destruction to the gradies all consideration. In case may put thereof in quidle we, and pares that no such demage, destructions that he printed a fellow of consideration. In case may put of sall real estate is taken in public to the proteins of the provident of the provident of the provident of procuring the same shall be paid to the seller and equiversal on the purchase parts force under the seller end equiversal as the rehabilities of purchase parts force under the demaged by such taking is rare of demage of destruction from a produce of pares, the puts and of the information of any any adversaria of the selection for a selection of any selection for a produce of the selection of any selection for a selection of a purchase effects that said proceeds shell be paid to the selection and selection on the purchase pare is because it in a selection of any selection of the selection of a selection of the selection of th

15) The seller has delivered, or agrees to deliver within 15 dept of the date of abstrain, a practically in title inclusive in standard from, as a commitment therefor, standard SARECO International Congress, muchan the processor to the full process in standard against lost set dermage by reason of defect in saline's title to said real attack as of the date of a losing and containing to exceptions other than the following:

a. Printed general exceptions appearing in sold policy form;

b. Liens or encumbrances which by the terms of this contract the purchases is to evaluate, or as to which the conveyors it recomber is to be made unfrient; and

c. Any switting contract or contracts under which seller is purchasing soid cost estate, and any mortgage or other obligation, which seller by this contract egges to pay, none of which for the purpose of this purage is 161 to 31 to channel defects in a few is 112.

In I states the state in said real extense is suddent to an existing contract or contracts makes which soller is sunchaining sant real extense in the processor of the processor

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rees, upda escalaing full payment of the purchase price and interest in the manual distant specifical, to execute and deliver to fulfillment purchaser a statutory wateranty park thorant heraulter taken for pullatic use, free than the setter, and subject to the following:

(B) Unless a different data is provided for heralo, the purchases shall be entitled to presention of said real estate on time of closing and to seasing possession so long as purchases is not in default hereunder. The purchases covernments to been the landshape and other impacts enters to said real estate in good required not to permit wests soil not to use or permit the use of, the real estate for any diegal purchase. The surchases covernments to pay all service, installation or construction charges for water, server, electricity, garlage or other utility arrange furnished to said estate after the data purchases is entitled to possession. [3] In case the purchaser laids to make any payment herbit provided or to straintain insurance, as less payment or affect such insurance, and any amounts so could be the seller, together with interest at the rate of payment with report, shall be reportable by purchase on seller's demand, all without surports etc. as account of such default. 110] Time is of the essence of this contract, and it is exceed that in case the purchaser shall fed to comply with or perform my clandition or agreement hereof or to make any payment required hereofter promptly at the time self in the manner herein's quite between the elect to declare all the purchaser's rights hereofter terminated, and upon his changes, all payments made by the partition for the purchaser is the most and all improviments placed upon the east estate that be forfeited to the sallers including of the sallers and no mainer by the saller of any default on the part of the purchaser shall have unful to the enter and shall not construct as a market of any default on the part of the purchaser shall have construct as a market of any sallers on all demands notices are other assets as the fact, then and the market of all demands notices are other assets when the fact, then and the market of all demands notices are other assets when the fact, then and the market of all demands notices are other assets. service upon purchaser of all demands, notices or other papers with respect to for history and terminating of by United States Mad, postage swe paid, return receipt requested, directed to the post-back to his wittens last \$7. by United States Mad, postage two paid, return receipt imposited, directed to the postage in the address test has described to the postage and the extension to the control to the control to collect any payment is given freezended, the postage area payment is appeared to pay a reasonable such a situating fees and all costs but expenses in connection with such and, so in him shall be included in any highest or decrea extensed in such as it to the fees and all costs but expenses in connection with such and, and proposed as the himself in any proposed in the purpose appear to pay a reasonable sum as it to any's fees and all costs and expenses in a simulation on the reasonable to the purpose as the purpose in a state of the cost of a payment to pay a reasonable sum as it to any's fees and all costs and expenses in a simulation with but and, and also the reasonable cost of a parties to pay a reasonable sum as it to address to the sum in a minimizer, which is many and to the reasonable cost of a payment in a payment in a payment in the cost of the control of default seller may elect to declare the entire principal balance.

In HITHESS HIEROF, the parties hereto have executed this instrument as of the date firs written above. William F Sham ISEALI BARBARA A. SHNINO ISE ALL ADNOYD HALLEY ALL ISE AL F STATE OF WASHINGTON. JANJAN BALLEY Packey PIEALI On this day personally systemed fefore me WILLIAM F. SHAMBO and BARBARA X. SHAMBO to me known to be the individual \$ described in and who executed the pith they their for a need years stary, as a soul clerel, for the uses and purposes therein mentioned 27/1 . Aygust, 1981.

SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

SAFECO -

HAME JOSEPH L. UDALL, Attorney at Law ADDRESS P. O. Box 425

CITY AND STATE Milto See 1, UA 98672

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BOOK 101 PAGE 684

AFTER RECORDING RETURN TO JOSEPH L. UDALL Attorney at Law P. O. Box 417 White Salmon, WA 98672

### ADDENDUM TO REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this day by and between WILLIAM F. SHAMBO and BARBARA A. SHAMBO, husband and wife, hereinafter called Sellers, and ARNOLD BAILEY and JADEAN BAILEY, husband and wife, hereinafter called Purchasers, and herein agree as follows:

WHEREAS, the Sellers executed a Real Estate Contract with Purchasers dated the 20th day of August, 1981, recorded August 24, 1981, in Book 80 of Deeds, pages 225-226, under Skamania County Auditor's file Number 97983, excise tax receipt Number B392 for the following described real property situate in the County of Skamania, State of Washington to-wil:

A tract of land in Section 20, Township 3 North, Range 10 East of the Willamette Heridian described as follows:

tots 1, 2 and 4 of Sharbo Short Plat recorded June 17, 1981, in Book 3 of Short Plats at page 10 under Auditor's File Np. 92608, records of Skamania County, Washington.

NOW, THEREFORE, in consideration of the mitual promises hereby given from each party to the other and the nutual benefits to be derived hereunder.
IT IS HEREBY AGREED AS FOLLOWS:

- 1. The parties hereto agree to extend the above real estate contract for an additional period of three (3) years until July 1, 1989.
- 2. In all other respects not herein expressly modified or amended, the terms of the said real estate contract dated August 20, 1981, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 2015 day of May, 1986.

STATE OF WASHINGTON )

County of Cowlitzy-

On this day personally appeared before me WILLIAM F. SHAMHO and BANHARA A. SHAMBO, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN MITHESS MIEREOF. I have set my hand and official seal this day of Hay, 1986.

Spitary Public for Wishington Justine In. EXHIBIT D

MEAL ESTATE EXCISE TAX **38Cl YSHUL** 

PAID SCE. CLC-SC. 8211 A . Planing Dry.

111. 10. THE REPORT OF THE PROPERTY OF

Personal Super

BOOK 181 PAGE 685

STATE OF WASHINGTON )
County of Klickitat )

On this day personal appears to be me ARNOLD BALLEY and JADLAN BAILEY, to me known to be the particular described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposus therein mentioned.

IN WITHESS WHEREOF, I have set my hand and official seal this 16 day of May, 1986.

Holding at White Salmon, therein.

FILED FOR RECORD SKAHAHIN CO. WASH BY 10517H L. III YOLL

Jun 21 3 45 PM '86 A. Com. Dep. AUDITOR GARY M. OLSON

SHAMO - BALLEY Addendum to Real Estate Contract Page 2.