

109871

BOOK 120 PAGE 219

FILED FOR RECORD
CLERK OF COURT WASH
BY Karen E. Feulner

AUG 14 4 05 PM '90

P. Lowry
GARY H. NELSON

IN THE SUPERIOR COURT OF CLARK COUNTY, WASHINGTON

In re the Marriage of:

ANITA MAY YULE,

Petitioner,

and

KERRY MILTON YULE,

Respondent.

No. 88 3 01534 9

DECREE OF DISSOLUTION
OF MARRIAGE

THIS MATTER having come on for trial on the 5th and 10th day of July, 1990, Petitioner appearing in person and with her attorney, KENNETH W. WEBER, and Respondent appearing in person and with his attorney, KAREN E. FEULNER, and the Court having heard the arguments of counsel, having considered the evidence presented and the files and records herein, having heretofore duly entered its Findings of Fact and Conclusions of Law, and deeming itself fully advised in the premises, now, therefore, it is, hereby,

ORDERED, ADJUDGED AND DECREED as follows:

1. The marriage of the parties is hereby dissolved.
2. Neither party shall be required to pay maintenance to the other.

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

DECREE OF DISSOLUTION
OF MARRIAGE - 1
(YULE5)

FILED

AUG 3 1990

to Anne McBride, Clerk, Clark Co.

SEARCHED ☒
INDEXED ☒
SERIALIZED ☒
FILED ☒
AUG 14 1990

WARR'S OFFICE
ANNE MCBRIDE
7414 14 1/2 W. 11TH AVE. N.
VANCOUVER, WASH. 98107-0001
(206) 446-0821 • (206) 285-2172

6A

1 and community property between the parties according to the attached
2 Schedule I.

3 4. The Court hereby makes a distribution of the
4 indebtedness between the parties according to the attached Schedule
5 II.

6 5. Each party is hereby awarded any employment and union
7 benefits, and any and all benefits from governmental agencies,
8 including Social Security, which shall have accrued to that party
9 during his or her lifetime. Further, each party is hereby awarded
10 any and all pension and/or profit sharing benefits earned by that
11 party from any source whatsoever.


12 6. The wife is hereby restored her former name of ANITA
13 MAY DANSON.

14 7. Each party is hereby required and ordered to pay
15 their own attorney fees and costs incurred in this matter.

16 DONE in Open Court this 3 day of August, 1990.

17
18 
19 JUDGE

20 Presented By:

21
22 
23 KENNETH W. WEBER
24 Of Attorneys for Petitioner
W.S.B.A. #3728

ANITA MAY YULE, Petitioner

25
26 DECREE OF DISSOLUTION
OF MARRIAGE - 2
(TULES)

1 Approved as to form and content,
2 and consent to entry given this
3 3rd day of August,
4 1990.

5 Karen E. Feulner
6 KAREN E. FEULNER
7 Of Attorneys for Respondent
8 W.S.B.A. #16899
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Kerry M. Yule
KERRY MILTON YULE, Respondent

DECREE OF DISSOLUTION
OF MARRIAGE - 3
(YULES)

SCHEDULE I

A. The Petitioner should receive all right, title and interest in the following assets:

1. The home she purchased after separation in her name located at 4002 Liedtke Way, Washougal, Washington.
2. Her personal effects and clothing (wife's separate property).
3. The inheritance from her mother and the cabin in Wisconsin that she purchased with it.
4. 1980 Volkswagen automobile, Washington license #KDJ 311.
5. All other property in her possession (mixed community and separate property, divided by the parties per written stipulation dated March 2, 1990).
6. A promissory note for payment of \$81,875.00, in the form set forth in attached Exhibit "A", secured by a deed of trust in the form set forth in attached Exhibit "B", upon Parcels I and II (descriptions attached as Exhibit "C". This promissory note is subject to reduction by an amount representing one-half of the actual tax incurred by Respondent, if any, should he sell the "Scenic Easement" (mentioned in paragraph B 1 below) prior to the due date of the promissory note. Should there be any dispute about the amount of any such reduction the same shall be resolved by motion brought before the Undersigned Judge or his successor.

B. The Respondent should receive all right, title and interest in the following assets:

1. Real estate at MP 0.99R Belle Center Road, Washougal, Skamania County, Washington, described as Parcels I and II in Exhibit "C" attached.

The Respondent receives this property subject to the note and deed of trust mentioned above. Should the Respondent sell the "scenic easement" prior to the due date of the promissory note mentioned in A 6 above Petitioner shall execute such documents as are necessary to subordinate her deed of trust to the "scenic easement" and deliver them in escrow upon the provision that the sum of \$31,100, less the one-half share of taxes (if any) she is to pay per A 6 above, is delivered into escrow to be paid to her upon closing.

2. A parcel of property situated in Skamania County, State of Washington, described in attached Exhibit "D".

- 1 3. 1973 Datsun pickup, Washington license # _____.
- 2
- 3 4. The following items: hay; motorcycle; tractor; baler; disc
- 4 mower; hay rake; rotary cutter; Case fertilizer spreader; lift
- 5 boom; back blade; carry platform; hay elevator; utility
- 6 trailer; Ford truck; firewood; three cows and calves; bull;
- 7 nine feeders; seven sheep; and seven goats.
- 8
- 9 5. His personal effects and clothing.
- 10
- 11 6. All other property in his possession, divided by the parties
- 12 per written stipulation dated March 2, 1990).
- 13
- 14 7. 1972 Datsun pickup; 1971 Ford pickup.
- 15
- 16 C. Each party receives any property acquired by that party after
- 17 September 1, 1988. Each party receives their respective bank and
- 18 credit union accounts.
- 19
- 20 D. Each party shall sign any documents necessary to effectuate the
- 21 provisions of the Decree of Dissolution of Marriage herein,
- 22 including but not limited to a consent and subordination agreement
- 23 with the Forest Service regarding easement matters.
- 24
- 25
- 26

SCHEDULE II

Creditor

Who To Pay

1. Respondent shall assume the obligations imposed by the terms of the contract to purchase Parcel II and shall hold Petitioner harmless therefrom.
2. Each party shall pay any and all indebtedness incurred by that party after September 10, 1988.
3. Respondent shall pay any indebtedness owed to his mother and hold Petitioner harmless therefrom.

SCHEDULE II
(10112)

PROMISSORY NOTE

\$81,875

Vancouver, Washington
August __, 1990

FOR VALUE RECEIVED, KERRY M. YULE (hereinafter "Maker") promises to pay to ANITA M. YULE, or order, the sum of EIGHTY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$81,875), payable as follows:

1. The sum of \$30,000 is due within 120 days of the date this note is made. Provided, that if Maker incurs any tax by the sale of a scenic easement upon the property described in the deed of trust to the U.S. Service, then the principal balance of this note and the payment of \$30,000 will be reduced by an amount equal to one-half of the amount of actual taxes incurred by Maker arising from the sale of the scenic easement.

If said sum is paid within 120 days as herein provided then the note will not bear interest for a period of one year. On the other hand if the sum of \$30,000 is not paid within 120 days then interest at the rate of 12% per annum will commence from the date the note is delinquent as to the \$30,000.

2. If the payment set forth in paragraph 1 above is made, the note bears interest at the rate of 7.52% per annum on the balance of \$51,875 commencing one year from the date of the note.

3. It is intended that if at any time the Maker sells a scenic easement upon the property described in the Deed of Trust to the U.S. Forest Service the net proceeds of sale (not exceeding \$30,000), less the tax deduction mentioned above, shall be paid to

PROMISSORY NOTE - 1
(TULEA)

EXHIBIT A

DEED OF TRUST

This Deed of Trust is made this ____ day of August, 1990 between KERRY M. YULE, Grantor, whose address is MP 0.99R Belle Center Road, Washougal, Washington 98671, and TRANSAMERICA, Trustee, whose address is 300 W. 15th, Vancouver, Washington and ANITA M. YULE, Beneficiary, whose address is 4002 Liedtke Way, Washougal, Washington 98671.

W I T N E S S E T H :

Grantor hereby bargains, sells and conveys to Trustee in trust, with power of sale, the following described real property in Skamania County, Washington:

PARCEL I

The North 330 feet of the following described property:

The North half of the Southwest quarter of the Southeast quarter and the North half of the South half of the Southwest quarter of the Southeast quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian.

SUBJECT TO easements and rights of way for public roads and electric power transmission lines over and across said property.

PARCEL II

The North half of the Southwest quarter of the Southeast quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian.

LESS the North 330 feet thereof.

ALSO LESS County road right of ways.

SUBJECT TO easements for electric transmission lines as now appearing of record.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor contained herein and payment of the sum of EIGHTY ONE THOUSAND EIGHT HUNDRED SEVENTY FIVE DOLLARS (\$81,875) with interest in accordance with the terms of a Promissory Note of even date herewith payable to Beneficiary or order and made by Grantor, and all renewals, modifications and extensions thereof.

DEED OF TRUST - 1
(FOLEY)

EXHIBIT B

This Deed of Trust is subordinate to an existing Contract of Purchase against Parcel II of the above described property in favor of MYRNO A. MADDEN and OLIVE MADDEN as Sellers, dated October 6, 1978, recorded in Clark County Auditor's Book 75, Page 574, which Grantor has assumed. It is agreed that Grantor shall continue to pay and discharge his obligation under the terms of said Contract and to hold Beneficiary harmless from any liability in connection therewith. Should Grantor fail in any manner to comply with said terms and conditions, the Beneficiary herein may, at her option, make such required payments and credit any and all such payments so made against the unpaid balance of his obligations secured by this Deed of Trust.

This Deed of Trust also secures, in the event of a default by Grantor under the Note secured hereby, or under this Deed of Trust, Grantor's payment of any and all sums, including reasonable attorney fees, advanced or incurred by Beneficiary to protect, preserve, enforce or realize upon Beneficiary's interest in the property.

As further security for the indebtedness secured by this Deed of Trust, effective upon default, Grantor hereby assigns to Beneficiary any and all rents, issues and profits of the property and Grantor's interest in all leases now or hereafter affecting the property. Upon notice by Beneficiary and, in any event, upon default, Beneficiary may directly collect all such leases, rent and other payments due Grantor. Nothing contained in this paragraph shall obligate Beneficiary to perform any of Grantor's duties or obligations under any lease or other agreement affecting the property.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve, and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness

hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses, including cost of title search, in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same and the amount so paid, with interest at the highest rate allowable by law on the date of such payment, shall be added to and become a part of the debt secured in this Deed of Trust.

7. If all or any part of the property or any interest therein is sold, transferred, conveyed or assigned by Grantor without Beneficiary's prior written consent, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (b) the grant of any leasehold interest of one (1) year or less not containing an option to purchase, or (c) a sale or transfer under terms which would bring about payment in part or full to Beneficiary on the Note secured by this Deed of Trust including but not limited to negotiated sale of easement rights with the U. S. Forest Service; Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the

property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property in accordance with the Deed of Trust Act of the State of Washington (as amended) at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows:

FIRST: To the expense of the sale, including a reasonable Trustee's fee and attorney's fee;

SECOND: To the obligation secured by this Deed of Trust;

THIRD: The surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the superior court in the county in which the sale takes place.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the

benefit of, and is binding not only on the parties hereto but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

KERRY M. YULE, Grantor

STATE OF WASHINGTON)
 : ss.
COUNTY OF CLARK)

On this day personally appeared before me KERRY M. YULE, to me known to be the individual described in and who executed the within and foregoing Deed of Trust, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of July, 1990.

NOTARY PUBLIC in and for the State of Washington

My Commission Expires: _____

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this _____ day of _____, 19____.

EXHIBIT "C"

PARCEL I

The North 330 feet of the following described property:

The North half of the Southwest quarter of the Southeast quarter and the North half of the South half of the Southwest quarter of the Southeast quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian.

SUBJECT TO easements and rights of way for public roads and electric power transmission lines over and across said property.

PARCEL II

The North half of the Southwest quarter of the Southeast quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian.

LESS the North 330 feet thereof.

ALSO LESS County road right of ways.

SUBJECT TO easements for electric transmission lines as now appearing of record.

PARCE 161

Section of Sections 16 and 17, Township 1 North, Range 120 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point that is South $0^{\circ} 08' 39''$ East 3041.30 feet (Washington Coord. System South Zone) from the Northwest corner of said Section 16, which point is the Point of Curvature in the centerline of an existing road;

thence following said centerline along the arc of a 400 foot radius curve to the left (measuring tangent of which is North $77^{\circ} 56' 00''$ East) for an arc distance of 191.99 feet;

thence North $50^{\circ} 26' 00''$ East 268.45 feet;

thence along the arc of a 200 foot radius curve to the left for an arc distance of 100.79 feet;

thence North $1^{\circ} 13' 00''$ West 416.32 feet;

thence along the arc of a 1131.00 foot radius curve to the left for an arc distance of 107.92 feet;

thence leaving said centerline West 461.06 feet to the West line of said Section 16;

thence South $0^{\circ} 30' 59''$ East along said West line 515.55 feet to a point South $0^{\circ} 30' 59''$ West 2620.07 feet from said Northwest corner of Section 16;

thence South $86^{\circ} 05' 00''$ West 160.52 feet;

thence South $17^{\circ} 00' 00''$ East 441.71 feet to the centerline of the aforementioned road;

thence North $77^{\circ} 56' 00''$ East 110.00 feet to the point of BEGINNING.

Containing 10.05 acres more or less.

TOGETHER WITH AND SUBJECT TO a 60 foot easement, the centerline of which is described as follows:

BEGINNING at a point in the centerline of State Highway 14, which point is South $11^{\circ} 22' 50''$ West (Washington Coord. System South Zone) 4050.75 feet from the Northwest corner of said Section 16;

thence North $40^{\circ} 43' 00''$ East 285.10 feet;

thence along the arc of a 200 foot radius curve to the right for an arc distance of 130.33 feet;

thence North $3^{\circ} 27' 00''$ East 297.21 feet;

thence along the arc of a 50 foot radius curve to the right for an arc distance of 70.95 feet;

thence North $77^{\circ} 56' 00''$ East 1045.34 feet;

thence along the arc of a 400 foot radius curve to the left for an arc distance of 191.99 feet;

thence North $50^{\circ} 26' 00''$ East 268.45 feet;

thence along the arc of a 200 foot radius curve to the left for an arc distance of 100.79 feet;

thence North $1^{\circ} 13' 00''$ West 416.32 feet;

thence along the arc of a 1131.00 foot radius curve to the left for an arc distance of 107.92 feet.

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILMING

EXHIBIT "D"

IN THE SUPERIOR COURT OF CLARK COUNTY, WASHINGTON

In re the Marriage of:

ANITA MAE YULE,

Petitioner,

and

KERRY MILTON YULE,

Respondent.

No. 88-3 01534 9

STIPULATION

FILED

AUG 3 1990

JoAnne McBride, Clerk, Clark Co

The parties stipulate as follows:

1. Despite the provisions of the Decree of Dissolution of Marriage herein, in lieu of the promissory note and deed of trust provided therein the Petitioner will accept from Respondent the sum of \$72,500 in cash in full payment of the sum of \$81,875 with interest provided therein. RECEIVED CASHIER'S CHECK #3332 IN AMOUNT OF \$72,500.

2. Each of the parties stipulates that in consideration of this settlement each of them waives the right to seek reconsideration of the Decree of Dissolution of Marriage or to seek review thereof.

3. Except as provided in this stipulation the remainder of the Decree of Dissolution of Marriage remains in full

STIPULATION - 1
(YULE)

WHELAN
ASSISTANT
741415 10/21/11 0/111
WHELAN, WHELAN, 419825
(42) 10/21/11 • (40) 285-2422

force and effect.

Dated: August 3, 1990.

Ken W. Yule # 3728
ATTN: ANITA MAE YULE

Kerry M. Yule
KERRY MILTON YULE

Approved: 8-3-90

Tom Leage