

108115

BOOK 116 PAGE 404

On December 28, 1987 sent by courier deposited in the mails of the U.S., a properly stamped and addressed envelope directed to the attorney of record of Petitioner/Respondent containing a copy of the document to which this declaration is annexed.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Jocelyne A. Jacobson

DATE: December 28, 1987

PLACE: Vancouver, WA

FILED
DEC 30 1987
Jocelyne McBride, Clerk, Clark Co.

DSHS

IN THE SUPERIOR COURT OF CLARK COUNTY, WASHINGTON

In re the Marriage of:

JAY THOR JACOBSON,

Petitioner,

and

ALEXIA AILENE JACOBSON,

Respondent.

No. 87 3 00580 9

DECREE OF DISSOLUTION OF MARRIAGE

87 9 02379

Judge of the Court
Executed on
Docket

The parties appeared before the Court on October 8, 1987 with counsel and announced that they had reached a stipulated settlement of the disputes between them. The Court considered the testimony of the parties, found the stipulation to be reasonable, and approved the settlement. Having heretofore duly entered its Findings of Fact and Conclusions of Law, now, therefore, it is, hereby,

ORDERED, ADJUDGED AND DECREED as follows:

- The marriage of the parties is hereby dissolved.
- The Petitioner is hereby awarded the residential custody of the child, namely Eli Jacobson, born May 30, 1974, and Petitioner shall have the day to day responsibility for the guidance and upbringing of the child.
- The parties shall have joint legal custody of the

DECREE OF DISSOLUTION OF MARRIAGE - 1 (JACOBI)

Registered
Indexed
Filed 10-27-87
Mailed

WEBER, BAUMGARTNER, GUNN, HANSEN, HENDERSON, NICHOLSON & NORDEEN, P.S. Attorneys at Law 7414 NE HAZEL DELL AVENUE VANCOUVER, WASHINGTON 98665 (206) 696-0821 • (503) 285-2422

NA WILMA J. CORNWALL
TREASURER OF SKAMANIA COUNTY

37

1 minor child. The following provisions are hereby made regarding
2 the upbringing and custody of the child:

3 A. Each of the parents shall continue having a
4 full and active role in providing a sound moral, social, economic
5 and educational environment for the child and continue that
6 support which the child has received to date.

7 B. The parents shall consult with one another in
8 substantial questions relating to religious upbringing,
9 educational programs, significant changes in social environment
10 and non-emergency health care of the child.

11 C. The parents shall respect the privacy of the
12 other parent both in their relationship with the child and in
13 their other social activities. The parents shall exert their best
14 efforts to work cooperatively with one another in future plans
15 consistent with the best interests of the child and in amicably
16 resolving such disputes as may arise.

17 D. In the event a conflict arises which they
18 cannot resolve, the parents shall seek appropriate, competent
19 assistance. The Clark County Family Court, shall serve as their
20 mediator. They are free to refer the matter to a different person
21 of the parents' choice. This procedure shall be followed to its
22 conclusion prior to either party seeking relief from the court.
23 While the dispute is being resolved, the Petitioner shall continue
24 making such day to day decisions as are necessary, but shall take
25 no substantial action in the area of disagreement which would
26 prejudice or take unfair advantage of Respondent by use of the

DECREE OF DISSOLUTION
OF MARRIAGE - 2
(JACOBI)

1 residential status to his own advantage.

2 Neither parent shall move the permanent residence
3 of the child from the area including Southwestern Washington and
4 Northwestern Oregon, or remove the child from this described area
5 for a period in excess of thirty (30) days without the prior
6 consent of the other parent or approval by the court after prior
7 notification to the other parent of such court hearing.

8 4. The following provisions are hereby made for the
9 support of the child:

10 A. No child support contribution shall be awarded
11 at this time from the Respondent. However, the Court shall retain
12 jurisdiction to order support contribution shall future
13 circumstances warrant a contribution.

14 B. The obligation to support the above named
15 child shall continue until the child is no longer in need of
16 support, but in any event shall not terminate sooner than the
17 latter occurring of the following:

- 18 (1) When the child reaches the age of
19 majority; or
20 (2) The child graduates from high school.

21 Notwithstanding the above, the obligation to support the child
22 shall terminate when the child marries or otherwise becomes
23 self-supporting. The Petitioner shall be allowed, by motion, seek
24 to modify the support obligation to provide for post-majority
25 support.

26 C. Petitioner is hereby entitled to claim the
child as an exemption on all state and federal income tax returns.

DECREE OF DISSOLUTION
OF MARRIAGE - 3
(JAC0E1)

1 Respondent is hereby required and ordered to execute and deliver
2 to Petitioner any documents made necessary by state or federal
3 revenue regulations to effectuate this provision.

4 D. The net monthly take home pay of the parties
5 is: Petitioner - \$1,200.00; Respondent - \$787.00.

6 5. The court hereby awards to Respondent from
7 Petitioner maintenance in the sum of \$200.00 per month, commencing
8 October 1, 1987.

9 Maintenance shall terminate upon the death of
10 either spouse, remarriage of Petitioner, or on September 30, 1989,
11 whichever shall first occur. Maintenance shall also terminate
12 three months after Respondent ceases enrollment and/or attendance
13 of less than three credit hours at Clark Community College.
14 Maintenance may not be modified without the prior consent of the
15 parties.

16 6. The property of the parties is hereby distributed
17 as follows:

18 A. Petitioner shall receive as his sole and
19 separate property the following items:

20 (1) The residence and real property at 4807
21 N.E. 63rd Avenue, Vancouver, Clark County, Washington, more
22 particularly described as follows, to-wit:

23 Lot 16, Kingston Terrace, according to
24 the duly recorded plat thereof with the
Auditor of Clark County, Washington.

25 (2) The interest of the parties in the house
26 and real estate at 316 S.E. 103rd Avenue, Vancouver, Clark County,

DECREE OF DISSOLUTION
OF MARRIAGE - 4
(JACOBI)

1 Washington, more particularly described as follows, to-wit:

2 Lot 13, Block 3, Fellmans Addition,
3 according to the duly recorded plat
4 thereof, with the Auditor of Clark
County, Washington.

5 (3) The interest of the parties in the house
6 and real estate at 218 S.E. 156th Avenue, Vancouver, Clark County,
7 Washington, more particularly described as follows, to-wit:

8 Lot 22, Camelot Crest, according to the
9 duly recorded plat thereof with Auditor
of Clark County, Washington.

10 (4) All interest in the business known as
11 "Jacobson Shell Service" conducted at 205 N.E. 78th Street,
12 Vancouver, Washington, including but not limited to trade name,
13 accounts, tools and equipment, fixtures, and inventory.

14 (5) 1986 Honda motorcycle, Washington license
15 #276432, and leasehold interest in 1986 Ford Bronco, Washington
16 license #HSP 591.

17 (6) Sunset Life IRA.

18 (7) All of his personal effects, clothing,
19 sporting goods and firearms.

20 (8) Boat, motor and trailer bearing
21 Washington license #JB 5407.

22 (9) All other personal property in his
23 possession.

24 B. Respondent shall receive as her sole and
25 separate property the following items:

26 (1) All her personal effects, clothing and

1 sporting goods.

2 (2) 1981 Oldsmobile Cutlass, Washington
3 license #LXC 968.

4 (3) The china and birdfeeder.

5 (4) All other personal property in her
6 possession.

7 7. The 1984 ATC and the certificate of deposit at
8 Columbia Credit Union are the assets of the son, Eli Jacobson.

9 8. The parties have an interest in real property
10 situated in Skamania County, Washington, more particularly
11 described as follows, to-wit:

12 Land Skamania County, Book 77, Page 44,
13 File #89300.

14 The Southeast quarter of the Northeast
15 quarter of the Southwest quarter,
16 Township 2 North, Page 6 East of the
17 Willamette Meridian. Except that
18 portion thereof described as follows:

19 Beginning at a point 660 feet South of
20 the center of the said Section 31, this
21 point being the Southeast corner of a
22 20 acre tract; thence South 216 feet;
23 thence North 31°27' West 205.1 feet to
24 the South line of the 20 acre tract;
25 thence East 130 feet to the point of
26 beginning containing 9 32/100 acre,
more or less. Also except that portion
thereof lying Northwesterly of County
Road 1009 design as Smith Crip Road.

Pursuant to the stipulation of the parties, the property shall be
retained by them as tenants in common with each having an
undivided one-half ownership therein. Also, pursuant to their
stipulation, any disagreement between them as to their rights and

DECREE OF DISSOLUTION
OF MARRIAGE - 6
(JACOBI)

1 duties as tenants in common, including but not limited to a
2 dispute whether the property shall be sold and upon what terms and
3 conditions, shall be determined by the undersigned Judge of this
4 Court, or his successor, by either party citing the matter before
5 the Court upon the Court's motion docket with not less than twenty
6 days prior notice to the other party. Provided, however, that
7 shall the Respondent be seeking to foreclose upon the lien set
8 forth in Finding of Fact 13, this is not a dispute within the
9 intent of this provision.

10 9. To equalize the distribution of community property
11 herein the Respondent shall receive payment of the sum of
12 \$17,300.00 from Petitioner. This sum shall bear interest on the
13 unpaid balance at the rate of eight percent (8%) per annum. The
14 sum shall be due and payable three years from the date of entry of
15 Decree of Dissolution of Marriage herein.

16 To secure payment of the above sum, the Respondent shall
17 be granted a lien upon the parcels of real property and service
18 station business awarded to Petitioner in Finding of Fact 10. In
19 recognition that the Petitioner may wish to sell one or more of
20 the parcels prior to the expiration of the three year period, the
21 following is hereby provided for that purpose: From the net sales
22 proceeds (gross sales proceeds less costs of sale) the Petitioner
23 shall be allowed ten percent (10%) thereof and the remaining
24 proceeds shall be paid to Respondent. In no event, however, shall
25 Respondent receive a sum from Petitioner in excess of the
26 aforesaid \$17,300.00 and interest.

DECREE OF DISSOLUTION
OF MARRIAGE - 7
(JACOBI)

1 10. The following provisions are hereby made for the
2 payment of debts:

3 A. Petitioner shall assume and pay the secured
4 indebtedness on the parcels of real estate awarded to him in
5 Finding of Fact 10A, and shall also pay any indebtedness in
6 connection with Jacobson Shell Service.

7 B. Petitioner shall assume and pay the leasehold
8 indebtedness on the 1986 Ford Bronco, the indebtedness owed to
9 Columbia Credit Union on the 1986 Honda motorcycle, and the
10 indebtedness owed to Seattle First National Bank on the 1981
11 Oldsmobile Cutlass.

12 C. Petitioner shall pay the indebtedness owed on
13 the Citibank VISA and to J.C. Penney.

14 D. Respondent shall pay the indebtedness owed to
15 Montavilla Family Counseling Services, Inc.

16 E. Each party shall pay any debt incurred by that
17 party after separation unless otherwise provided for herein.

18 F. The duty to pay a debt includes the duty to
19 save the other harmless therefrom and to indemnify the other shall
20 that person be compelled to pay the debt of the other.

21 11. Respondent shall receive judgment against
22 Petitioner for \$500.00 in attorney fees. This sum is not due and
23 payable for a period of six months following entry of the Decree
24 of Dissolution of Marriage herein.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DONE in Open Court this 29 day of December, 1987.

[Signature]
JUDGE, ~~COURT COMMISSIONER~~

Presented By:

[Signature]
KENNETH W. WEBER
Of Attorneys for Petitioner
W.S.B.A. #3728

[Signature]
JAY THOR JACOBSON, Petitioner

Approved as to form and consent to entry given this 18th day of December, 1987.

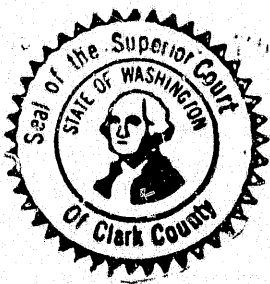
[Signature]
JAMES R. GREGG
Of Attorneys for Respondent
W.S.B.A. #

[Signature]
ALEXIA ALLENE JACOBSON,
Respondent

FILED FOR RECORD
SKAMMANG, WASH
BY Alexia Jacobson

Oct 20 4 01 PM '89
[Signature]
GARY M. CLAYSON

DECREE OF DISSOLUTION
OF MARRIAGE - 9
(JACOBI)



STATE OF WASHINGTON }
COUNTY OF CLARK } SS

I, JoAnne McBride, County Clerk and Clerk of the Superior Court of Clark County, Washington, DO HEREBY CERTIFY that this document, consisting of 9 page(s), is a true and correct copy of the original now on file and of record in my office and, as County Clerk, I am the legal custodian thereof.
Signed and Sealed at Vancouver, Washington this date:

JoAnne McBride, County Clerk
Date Dec 18, 1987 By [Signature] Deputy