

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Graham & Dunn*

Dec 8 4 33 PM '95

P. Lowry
AUDITOR
GARY M. OLSON

FILED
SUPERIOR COURT

'95 NOV 20 AM 8 31

COWLITZ COUNTY
FEDERAL CLERK

BY *[Signature]*

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BOOK 154 PAGE 118

SUPERIOR COURT OF WASHINGTON
FOR COWLITZ COUNTY

SEATTLE-FIRST NATIONAL BANK, a
national banking association

NO. 04-2-01565-7

Plaintiff,

STIPULATED JUDGMENT

vs.

RONALD N. EVANS, individually and
the marital community composed of
RONALD N. EVANS and KATHLENE EVANS,
d/b/a FINISHING TOUCHES,

Defendants.

95 9 01123 0

Judgment Summary

1. Judgment Creditor: Seafirst National Bank
2. Judgment Debtor: Ronald N. Evans
3. Outstanding Principal Balance
(including Late Charges and Bank
Collection Charges): \$24,662.62
4. Accrued and Unpaid Interest On Unpaid
Principal Balance as of 04/25/95: \$ 9,350.38
5. Attorney's Fees: \$ 2,270.00
6. Costs: \$ 177.53
7. The Principal Balance shall continue to accrue interest at the
contract rate, \$9.43 per diem, from 04/26/95 until the date of
judgment.

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STIPULATED JUDGMENT - 1

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GRAHAM & DUNN P.C.

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8 The Principal Balance, together with accrued and unpaid
 1 interest through the date of judgment, plus attorneys' fees
 2 and costs, shall bear interest at the contract rate, \$9.43 per
 3 cent, from the date of judgment until fully paid.

9. Attorneys for Judgment Creditor: Graham & Dunn
 1420 Fifth Avenue
 33rd Floor
 Seattle, Washington 98101
 (206) 624-8300

STIPULATION

IT IS HEREBY STIPULATED between the parties to the above-
 captioned action that in the event any monetary obligation set out
 in the Agreement to Forbear dated June 25, 1995, by and between
 Seafirst National Bank and Ronald N. Evans ("Evans"), is not timely
 paid to Seafirst, or Evans defaults in his performance of any other
 obligation set out in the Agreement to Forbear, Seafirst may
 immediately thereafter, without further notice, at its sole and
 absolute discretion, execute on this judgment.

Conditioned on the occurrence of the foregoing, Seafirst and
 Evans ("The Parties") hereby stipulate to the entry of judgment in
 favor of Seafirst, in the outstanding principal balance of
 \$24,662.62, together with accrued and unpaid interest through April
 25, 1995 of \$9,350.38 plus attorneys' fees of \$2,270.00, plus
 costs of \$177.53 for a total of \$36,460.53, the outstanding
 principal balance to bear interest at the contract rate of Prime
 plus 7.5% from April 26, 1995 to the date of judgment, and
 thereafter the total of the outstanding principal balance, together
 with accrued unpaid interest, attorneys fees and costs shall bear
 interest at the contract rate of Prime plus 7.5%, \$9.43 per diem,
 until fully paid. The Parties further agree and stipulate that the

STIPULATED JUDGMENT - 2

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1 five (5) day stay of proceedings to enforce a judgment, provided
2 for in CR 62, shall not apply, and that, following the entry of
3 this judgment, Seafirst shall be entitled to immediately execute
4 upon this judgment subject to the terms of the Agreement to
5 Forbear. The Parties further agree and stipulate the debt
6 evidenced by this judgment is non-dischargeable in the event of
7 bankruptcy.

8
9 DATED: Oct. 3, 1995.

DATED: Oct 24, 1995.

SEAFIRST NATIONAL BANK

11
12 By: Ronald N. Evans
13 Ronald N. Evans

By: Dan Murray
Dan Murray
Recovery Officer

14
15 ORDER

16 BASED UPON THE FOREGOING STIPULATION by the Parties, and the
17 court being fully advised in the premises, it is, therefore,

18 ORDERED, ADJUDGED AND DECREED that plaintiff Seafirst National
19 Bank have judgment against defendant Ronald N. Evans in the
20 outstanding principal balance of \$24,662.62, together with accrued
21 and unpaid interest through April 25, 1995 of \$9,350.38, plus
22 attorneys' fees of \$2,270.00, plus costs of \$177.53 for a total of
23 \$36,460.53, the outstanding principal balance to bear interest at
24 the contract of Prime plus 7.5% from April 26, 1995 to the date of
25 judgment, and thereafter the total of the outstanding principal
26 balance, together with accrued unpaid interest, attorneys fees and

STIPULATED JUDGMENT - 3

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costs shall bear interest at the contract rate of Prime plus 7.5%,
\$9.43 per diem, until fully paid; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the five (5)
day stay of proceedings to enforce a judgment, provided for in CR
62, shall not apply to this judgment, and that plaintiff Seafirst
National Bank is hereby entitled to immediately execute on this
judgment subject to the terms of the Agreement to Forbear dated
June 25, 1995 by and between Seafirst National Bank and Ronald N.
Evans.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the debt
evidenced by this judgment is non-dischargeable in the event of
bankruptcy.

DONE IN OPEN COURT this 16 day of Nov, 1995.

[Signature]
Judge/Court Commissioner

Presented by:

GRAHAM & DUNN

By *[Signature]*
Marisa Velling Lindell Sharon L. Rosse
WSBA# 18201 24468
Attorneys for Seafirst National Bank

Approved as to Form; Notice of
Presentation Waived:

By
Ronald N. Evans, pro se

NOV 30 1995
PEGGY J. BOGDON, Clerk of the
Superior Court of Cowlitz County,
State of Washington, hereby certify
that this instrument is a true and
correct copy of the original on file
in my office.
PEGGY J. BOGDON, CLERK
By *[Signature]* Deputy