

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

WINONA E. RICHTER,

Plaintiff,

vs.

OSCAR HERMAN RICHTER,

Defendant.

No. 22959

DECREE OF DIVORCE.

Rec'd & Filed

June 22 1955 11:45 a.m.

Donelda J. Henderson, Clerk

By D.J.H.

* * *

This Court having heretofore made and entered its Findings of Fact and Conclusions of Law, now, therefore, in accordance therewith,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED That the bonds of matrimony now existing between plaintiff and defendant be cancelled, set aside and held for naught, and each of the parties is hereby granted a Decree of Divorce as against the other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That both the plaintiff and defendant be and they hereby awarded the care, custody and control of the minor child, James Robert Richter, provided that said child shall reside with the plaintiff, his mother, save and except at such times as his employment or schooling may require him to reside elsewhere; the defendant, Oscar Herman Richter, to have the right of reasonable visitation of said child, or to have said child visit with him; all subject to further order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant, Oscar Herman Richter, pay to the plaintiff, Winona E. Richter, the sum of \$100.00 per month as and for support money for said minor child so long as said child is residing with his mother, the plaintiff herein. That during the periods when said child is away from the residence of his mother part time by reason of employment that the sum of \$50.00 per month, rather than \$100.00 per month, shall be paid to the plaintiff by the defendant for the support of said child; and provided further, that should said child join the military service, become regularly employed, or reach the age of majority, that no further payments shall be made by the defendant to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff be and she hereby is awarded judgment equal to one-half of the net value of the property of the parties hereto, or the sum of \$40,251.60, and the defendant is likewise awarded judgment in sum of \$85,457.02 provided that the defendant pay all of the outstanding bills accumulated by the parties up to January 1, 1955, in the total sum of \$45,205.42, said bills being listed in the exhibits on file in this action.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be and hereby is awarded to the plaintiff, to apply upon her half of the property of the parties, at the values as herein listed, the following items of property, real and personal, to-wit:

	<u>Value</u>
TRACT 2 (View Street Property) Lot Two less the North 33-1/3 feet thereof, Block 2 Jensen's Subdivision of Tracts 5 and 10, Block 1, James and Johnson Acre Tracts, according to the plat thereof, recorded in Book 4 of Plats, page 54, records of Lewis County, Washington. Sub- ject to a mortgage to National Bank of Commerce, Centralia, Washington.	\$2,971.37
TRACT 3 (Gold Street Property): Lots 32 and 33, 34 & 35 in Block 4 of Pacific Gardens, Lewis County, Washington, according to official plat thereof on file in the office of the Auditor of Lewis County, Washington.	\$6,000.00
Household furnishings	\$2,447.50
Gamble piano and Solovox	500.00
Sewing machine	127.00
Cadillac automobile	1,600.00
Cash monies	12,208.66
U.S. Series E Bond (Face value \$100.00)	96.00
Credit to defendant, and chargeable to plaintiff for mortgage payments on Tract 2 since January 1, 1955	527.21
Total	\$26,477.74

That the balance due the plaintiff, in the sum of \$13,773.86, is payable as follows: The defendant shall execute to the plaintiff a promissory note in the sum of \$13,773.86, with interest at 6% per annum on unpaid balances from and after May 20, 1955, said note payable on or before December 1, 1956. That said note shall be secured by a mortgage executed by the defendant to the plaintiff on that property referred to in paragraph VII of the Findings in this action as Tract 4. That the plaintiff shall leave a release of said mortgage with her attorney, Don G. Abel, which shall be delivered to the

defendant, or his attorney, Lee J. Campbell, when the note and mortgage, with interest, has been paid in full.

That in addition thereto, the defendant shall at all times live up to all of the terms and conditions of his contract with the Department of Public Lands, being Agreement No. 4812 with said Department, dated August 18, 1954, and the defendant to at all times make all payments due the State under said contract as and when such payments are due, and at no time to use any of said deposit for any amounts due the State of Washington, and to have the people who sell the logs from said lands send copies of all statements regarding such logs to Don G. Abel so that he will be at all times advised as to the status of said contract.

When said contract with the Department of Public Lands has been completed and the deposit on said contract of \$18,840.80 has been released sufficient thereof shall be paid to plaintiff to pay the balance due her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there be and hereby is awarded to the defendant to apply on his half of the property of the parties, at the values as herein listed, the remaining property of the parties, real and personal not hereinbefore awarded to the plaintiff, said properties being described as follows:

	<u>Value</u>
<u>TRACT 1:</u> The Southeast quarter of the Northeast quarter; the North half of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian; Except public roads, if any. County of Skamania, State of Washington.	nil.

<u>TRACT 4:</u> That part of Lot 1 in Section 29, Township 7 North, Range 5 E.W.M. described by metes and bounds as follows: commencing at the east quarter corner of the said Section 29; thence southerly along the east line of the said Section 29, 345 feet; thence south 72° 00' west 560.2 feet to a point on the northerly right of way line of the 40 foot road right of way granted Skamania County by Waiver of Damages dated September 18, 1933, which is the true point of beginning of the tract of land hereby described; thence continuing south 72° 00' west along said right of way line 246 feet; thence due north 321.5 feet; thence due east 234.5 feet; thence due south 245.5 feet; more or less, to the point of beginning; said tract of land containing 1.53 acres, more or less. Skamania County, Washington.	\$4,000.00
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	Value
Cash monies	7,398.54
Model 910 Diamond T. Truck and trailer	\$7,100.00
Federal truck and trailer	4,850.00
Mack truck and trailer	10,500.00
Dodge dump truck	625.00
White truck and trailer	2,950.00
Dodge fire truck	900.00
Chevrolet crew truck	850.00
1952 Chevrolet pickup	950.00
Willys Jeep	200.00
1949 T018 tractor and arch	5,075.00
1953 TD18 tractor and arch	12,750.00
BU20 Skagit donkey	1,925.00
BU 30 Skagit donkey	2,625.00
Butane heater	50.00
Bendix washer	50.00
Deposit on state contract	18,840.80
Power saws	600.00
Light plant	150.00
Furniture - camp house	400.00
Low Boy trailer	2,750.00
Grader	3,500.00
Pioneer insurance, prepaid	1,850.79
Oldsmobile automobile	1,207.00
Accounts receivable - Teitzel	420.00
Fallen and bucked logs	600.00
Cedar logs	800.00
Cash surrender value - New York Life Insurance	883.50
Cash Surrender Value - Old American Life Insurance	748.80

which property is subject to any encumbrances thereon. That the defendant shall have the right to cash in or to change the beneficiary in the New York Life Insurance Policy and the Old American Life Insurance policy, which policies name the defendant as assured, without the consent of the plaintiff being required.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That attorney fees in the sum of \$500.00 for plaintiff's attorney, and costs expended in the sum of \$284.00 are hereby awarded to the plaintiff, payable from community funds, the same having been listed in the community obligations of the parties, and payable by the defendant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the defendant pay to the plaintiff the sum of \$125.00 per month for twenty-four months as and for alimony, payable on the 5th day of each month commencing with the month of July, 1955, all payments to be made into the registry of this Court and by the Court delivered to the plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That the plaintiff shall save the defendant harmless from any claims by reason of that certain mortgage upon the property herein described as Tract 2, and which has been awarded to the plaintiff, subject to said mortgage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED That any properties accumulated by either of the parties, or any indebtedness accumulated by either of the parties since January 1, 1955, shall be the separate property and obligation of said parties so obtaining or accumulating the same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall be solely liable for his or her half of any tax payable to the Internal Revenue Department of the United States by reason of monies received from the sale of the property referred to in paragraph VII of the Findings herein as Tract 5.

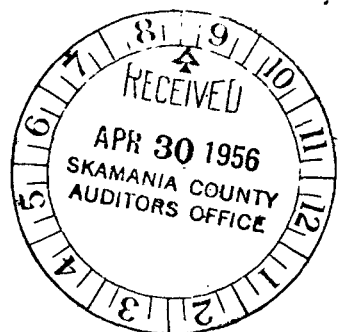
IT IS FURTHER ORDERED, ADJUDGED AND DECREED That, except as herein provided, each party shall pay his own costs.

Done in open Court this 22 day of June, 1955.

JOHN E. MURRAY
Judge.

Approved as to form:

DON G. ABEL
Don G. Abel
Attorney for Plaintiff.



Presented by:

LEE J. CAMPBELL
Lee J. Campbell
Attorney for defendant.

STATE OF WASHINGTON, } ss.
County of Lewis

I, ELSIE M. GAYLORD, County Clerk and Clerk of the Superior Court of Lewis County, Washington,
do hereby certify that the annexed is a true copy of the original DECREE OF DIVORCE in Case
No. 22959 entitled "WINONA E. RICHTER, Plaintiff, vs. OSCAR HERMAN
RICHTER, Defendant."

in the above entitled case on file and of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Superior Court
at Chehalis, Wash., this 26th day of April, 19 56

ELSIE M. GAYLORD

Clerk.

By Elsie M. Gaylord

Deputy.