

SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In re the Marriage of:

NO. 92-3-00115-0

JERRY L. KIESSLING,

DECREE OF DISSOLUTION
(DCD)

Petitioner,

Clerk's Action Required

and

SHERYL L. KIESSLING,

117410

Respondent.

BOOK 138 PAGE 211

I. JUDGMENT SUMMARY

A.	Judgment Creditor:	Sheryl L. Kiessling
B.	Judgment Debtor:	Jerry L. Kiessling
C.	Principal judgment amount:	\$3,000.00
D.	Principal judgment shall not bear interest.	
J.	Attorney for Judgment Creditor:	Dayann Liebman
K.	Attorney for Judgment Debtor:	Daniel G. Marsh

II. BASIS

The Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

016103
REAL ESTATE EXCISE TAX

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is dissolved.

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SKAMANIA COUNTY TREASURER

3.2 PARENTING PLAN.

The parties shall comply with the Parenting Plan signed by the court, which is attached. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.3 CHILD SUPPORT.

Child support shall be paid in accordance with the order of child support signed by the court, which is attached. This order is incorporated as part of this decree.

DECREE
(RCW 26.09.030; .040; .070(3))
Page 1

Registered
Indexed, Dir
Indirect
Filed
Mailed

COPY
ORIGINAL FILED

AUG 26 1993

JoAnne McBride, Clerk, Clark Co.

MARSH, STICHMAN & HIGGINS
LAW OFFICES
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P.O. BOX 54
VANCOUVER, WA 98666
(206) 695-7909
(206) 693-2046

Clara J. Kimball, Skamania County Assessor
By DK Book 4 2-6-27-3-109

3.4 PROPERTY TO BE AWARDED THE HUSBAND.

The husband is awarded as his separate property the property specifically awarded to him in Schedule I. This exhibit is attached and incorporated by reference as part of this decree.

As part of the property division, Petitioner has pledged to make a will making the parties' child the primary beneficiary of the real property described in items 1 and 2 of Schedule I, so long as Dayne Kiessling survives him. This aspect of the property division shall be considered a contract to make a will binding on Petitioner enforceable by Respondent and by the child as a third party beneficiary. In the event Petitioner sells the real property described in Schedule I, the net proceeds after all costs and taxes associated with such sale shall be divided into equal halves. Any such sale shall be at fair market value. The first half will be Petitioner's to do with as he sees fit. The second half will be placed into an irrevocable trust for the benefit of the parties' minor child. Such trust will be distributed to Dayne Kiessling when he attains the age of 25.

3.5 PROPERTY TO BE AWARDED TO THE WIFE.

The wife is awarded as her separate property the property specifically awarded to her in Schedule I. Schedule I is attached and incorporated by reference as part of this decree.

3.6 OBLIGATIONS TO BE PAID BY THE HUSBAND.

The husband shall pay the community or separate obligations which are set forth for him to pay on Schedule II which may include debts incurred after separation. Schedule II is attached and incorporated by reference as part of this Decree.

3.7 OBLIGATIONS TO BE PAID BY THE WIFE.

The wife shall pay the community or separate obligations which are set forth for her to pay on Schedule II which may include debts incurred after separation. Schedule II is attached and incorporated by reference as part of this Decree.

3.8 HOLD HARMLESS PROVISION.

Each party is required to pay all debt incurred since the date of separation and to hold the other party harmless from any collection action relating to separate or community debt, including reasonable attorney's fees and costs incurred in

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defending against any attempts to collect an obligation of the other party.

3.9 SPOUSAL MAINTENANCE.

Does not apply.

3.10 NAME CHANGES.

Does not apply.

3.11 CONTINUING RESTRAINING ORDER.

A continuing restraining order is entered as follows:

Each party is restrained from assaulting, harassing, molesting or disturbing the peace of the other party.*

Each party is restrained from entering the home of the other party.*

***VIOLATION OF THE ABOVE PROVISIONS OF THIS ORDER WITH ACTUAL NOTICE OF THEIR TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.09 RCW, AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.060.**

This order shall be filed forthwith in the clerk's office and entered of record.

The clerk of the court shall forward a copy of this order on or before the next judicial day, to Clark County Sheriff's Office and it shall forthwith enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

3.13 JUDGMENT: WIFE IS GRANTED A JUDGMENT AGAINST HUSBAND FOR THE SUM OF \$3000 WITH NO INTEREST FOR 90 DAYS, THEN 5% INTEREST FOR NEXT 9 MONTHS, AND 7 1/2% INTEREST THEREAFTER.

Dated: August 26, 1993.

[Signature]

COMMISSIONER

Presented by:

Approved for entry:

Notice of presentation waived:

Daniel G. Marsh, WSBA #1073
Of Attorneys for Petitioner

Dayann M. Liebmann, WSBA #11593
Of Attorneys for Respondent

DECREE
(RCW 26.09.030; .040; .070(3))
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Approved for Entry:

Jerry L. Kiessling
Jerry L. Kiessling, Petitioner

DECREE
(RCW 26.09.030; .040; .070(3))
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SCHEDULE I

Item of Property	Award To
1. Land where marital residence is located at MPO 53 Tucker Road, Skamania, Washington, (husband's separate property, purchased before marriage), legally described as:	Husband
Beginning with the Southwest corner of Section 27, Township 2 North, Range 6 East, being North 88°55'58" West as the Southermost boundary and proceeding East 633.83 feet and then proceeding North 1°05'09" East, being the Easternmost boundary and proceeding 557.66 feet, thence North 6°31'56" East for 201.22 feet to the Northernmost boundary being North 88°55'59" West, thence West 652.93 feet to the Westernmost boundary, being North 1°05'09" East, thence South 757.96 feet to the true point of beginning, being more or less 10 acres.	
2. Marital residence and other improvements on land described in #1 above, subject to paying Respondent the sum of \$3,000 within 12 months of entry of the Decree, without interest.	Husband
3. 1986 Dodge Vista.	Husband
4. Proceeds from sale of 1981 Toyota 4x4, (husband's separate property, purchased before marriage).	Husband
5. Proceeds from sale of 1986 Jeep Laredo.	Wife
6. 1991 Ford Probe (wife's separate property).	Wife
7. 401k in Petitioner's name.	Husband
8. All depository accounts of whatever kind or nature, in wife's name, except as otherwise provided.	Wife
9. All depository accounts of whatever kind or nature, in husband's name, except as otherwise provided.	Husband
10. All personal property, furniture and furnishings presently in wife's possession.	Wife

SCHEDULE I - 1
(KIESS-9)

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- | | | |
|---|---|---------|
| 1 | 11. All personal property, furniture and furnishings | Husband |
| 2 | presently in husband's possession. | |
| 3 | 12. All retirement benefits in her name, including Social | Wife |
| 4 | Security, which she has accrued. | |
| 5 | 13. All retirement benefits in his name, including Social | Husband |
| 6 | Security, which he has accrued. | |

SCHEDULE I - 2
(K1ESS-9)

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SCHEDULE II

Creditor	Who To Pay
1. All encumbrances on marital residence.	Husband
2. Sears.	Husband
3. Columbia Credit Union.	Husband
4. Loan on James River stock.	Husband
5. LaCamas Credit Union.	Husband
6. VISA in husband's name and charges upon any credit card by him incurred after separation.	Husband
7. VISA in wife's name and charges upon any credit card by her incurred after separation.	Wife
8. Montgomery Ward.	Wife
9. Debts, if any, associated with assets awarded to husband, not otherwise provided for herein.	Husband
10. Debts, if any, associated with assets awarded to wife, not otherwise provided for herein.	Wife
11. Each party should be required to pay any and all indebtedness incurred by that party since the date of separation.	
12. The duty to pay a debt should include the duty to indemnify and hold the other party free and harmless from that debt.	

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Terry Riessling*

SEP 21 11 06 AM '93

G. Lowry
AUDITOR
GARY H. OLSON

SCHEDULE II
(RIESS)

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