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WPF DR 04.0400 (8/91)

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GARY H. OLSON

BOOK 140 PAGE 251

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

In re the Marriage of

SHAWN ALLEN ALLINGER,

Petitioner,

and

JANICE BELINDA ALLINGER,

Respondent.

No. 93-3 00063 1

DECREE OF DISSOLUTION/
LEGAL SEPARATION/
CONCERNING VALIDITY
(DCD) or (DCLGSP) or (DCINMG)
[] CLERK'S ACTION REQUIRED
(See Paragraph 3.11)

DSHS

Clarence J. Kimmel, Skamania County Auditor
Dec 16 1993

I. JUDGMENT SUMMARY

- A. Judgment Creditor: Janice Borden or her attorney, Robert Lewis
- B. Judgment Debtor: Shawn Allinger
- C. Principal Judgment Amount (back support). \$
from (date) to (date)
- D. Interest to Date of Judgment. \$
- E. Attorney's Fees. \$ 350.00
- F. Costs. \$
- G. Other Recovery Amount. \$
- H. Principal Judgment shall bear interest at 1 per annum
- I. Attorney's Fees, costs and other recovery amounts shall bear interest at 5 per annum
- J. Attorney for Judgment Creditor:
- K. Attorney for Judgment Debtor:

II. BASIS

The findings of fact and conclusions of law have been entered in this case.

III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE

[X] The marriage of the parties is dissolved.

FILED
OCT 05 1993

016299

REAL ESTATE EXCISE TAX

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RCW 26.09.030; .040; .070(3)

PAID

DEC 16 1993

KNAPP, O'DELL & JENSEN
ATTORNEYS AT LAW
200 N.E. 10th Street
Cheney, Washington 99004
Telephone (509) 825-4211

SKAMIA COUNTY TREASURER

NOT AN ORIGINAL DOCUMENT
RECORDERS NOTE

400/601

- ☐ The husband and wife are legally separated.
☐ The marriage of the parties is invalid as of

(date)

- ☐ The marriage of the parties is valid.

3.2 PARENTING PLAN

- ☒ Does not apply.
☐ The parties shall comply with the Parenting Plan signed by the court, which is attached or filed. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.3 CHILD SUPPORT

- ☒ Does not apply.
☐ Child support shall be paid in accordance with the order of child support signed by the court, which is attached or filed. This order is incorporated as part of this decree.

3.4 PROPERTY TO BE AWARDED TO THE HUSBAND

- ☐ Does not apply.
☒ The husband is awarded as his separate property the property set forth in Exhibit A. This exhibit is attached or filed and incorporated by reference as part of this decree.
☐ The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

3.5 PROPERTY TO BE AWARDED TO THE WIFE

- ☐ Does not apply.
☒ The wife is awarded as her separate property the property set forth in Exhibit B. This exhibit is attached

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1 or filed and incorporated by reference as part of
2 this decree.

- 3 [] The wife is awarded as her separate property the following
4 property (list real estate, furniture, vehicles, pensions,
5 insurance, bank accounts, etc.):
6
7
8
9
10

11 3.6 OBLIGATIONS TO BE PAID BY THE HUSBAND

- 12 [] Does not apply.
13 [X] The husband shall pay the community or separate obligations
14 set forth in Exhibit C. This exhibit is attached or
15 filed and incorporated by reference as part of this decree.
16 [] The husband shall pay the following community or separate
17 obligations:

18 Creditor

19 Amount
20
21
22
23
24

25 3.7 OBLIGATIONS TO BE PAID BY THE WIFE

- 26 [] Does not apply.
[X] The wife shall pay the community or separate obligations
set forth in Exhibit C. This exhibit is attached or
filed and incorporated by reference as part of this decree.

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☐ The wife shall pay the following community or separate obligations:

CreditorAmount

3.8 HOLD HARMLESS PROVISION

☐ Does not apply.

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

3.9 SPOUSAL MAINTENANCE

☒ Does not apply.

☐ The ☐ husband ☐ wife shall pay maintenance as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.

☐ The ☐ husband ☐ wife shall pay \$ _____ maintenance. Maintenance shall be paid ☐ weekly ☐ semi-monthly ☐ monthly. The first maintenance payment shall be due on _____ (date). The obligation to pay

future maintenance is terminated:

☐ upon the death of either party or the remarriage of the party receiving maintenance.

☐ Other:

Payments shall be made:

- ☐ directly to the other spouse.
- ☐ to the Washington State Support Registry (only available if child support is ordered).
- ☐ to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).

☐ If a spousal maintenance payment is more than fifteen (15) days past due and the total of such past due payments is equal to or greater than \$100.00, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.

☐ The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).

☐ Other:

3.10 NAME CHANGES

☐ Does not apply.

☒ The wife's name shall be changed to
Janice Belinda Borden
(name)

☐ The husband's name shall be changed to

(name)

3.11 CONTINUING RESTRAINING ORDER

☐ Does not apply.

☒ 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.**

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[X] Other:

The parties are restrained from contacting one another

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
Skamania County Sheriff's Office

(name of law enforcement agency)

(name of law enforcement agency)

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

[] Does not apply.

[X] Attorney's fees, other professional fees and costs shall be paid as follows:

Janice Borden, or her attorney, Robert Lewis, shall have judgment against Shawn Allinger in the amount of \$350.00, representing his contribution to Janice Borden's attorney's fees. The judgment against Shawn Allinger shall bear interest at the rate of 5% per annum from the date of the entry of this decree, until the same shall have been paid and satisfied in full.

3.13 OTHER:

DATED: 10-5-93

JUDGE/COMMISSIONER

PRESENTED BY:

APPROVED FOR ENTRY:

NOTICE OF PRESENTATION WAIVED:

Robert A. Lewis, WSB #12041, of
Knapp, O'Dell & Lewis, Attorneys
for Respondent.

Alfred A. Bennett, WSB #06711,
Attorneys for Petitioner.

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RCW 26.09.030; .040; .070(3)

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EXHIBIT "A"

PROPERTY TO BE AWARDED TO HUSBAND

<u>Property</u>	<u>Value</u>
<u>Community Property</u>	
1. Right to receive cash payment for interest in real property described in Exhibit "B", Item 1, under the terms and conditions outlined in that exhibit.	\$ 1,000.00
2. 1968 Chevrolet	200.00
3. 1982 Toyota 4x4	1,500.00
4. Boat	400.00
5. Household goods and furnishings, personal effects and possessions, which are currently in the possession of the husband	approximately equal to furnishings in wife's possession
6. Any social security, pension or other employment benefits earned during marriage as a result of husband's employment.	
<u>Separate Property</u>	
1. Labor and Industries cash settlement for disability	\$ 7,020.00
2. Any property acquired by husband after the effective date of separation.	

EXHIBIT "B"

PROPERTY TO BE AWARDED TO WIFEPropertyValueCommunity Property

- I. Real property, and the mobile home located thereon, located in Skamania County, Washington, and more particularly described as follows:

A tract of land located in the Southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, described as follows:

Lot 2 of COATES SHORT PLAT, recorded May 28, 1981, in Book 3 of Short Plats at Page 7, under Auditor's File No. 92496, records of Skamania County, Washington.

SUBJECT TO the outstanding balance of the Real Estate Contract currently on the property, which the wife agrees to assume and pay.

SUBJECT ALSO to a marital lien in favor of the husband, Shawn Allen Allinger, in the amount of \$1,000.00. Said lien shall be satisfied within two (2) years of the date of entry of the Decree of Dissolution of Marriage, and shall bear interest until satisfied at the rate of five (5%) percent per annum.

Until the lien immediately described above is satisfied in full, Shawn Allinger shall have limited rights to redeem the property from Janice Allinger in the event Janice Allinger allows the property to become the subject of a real estate contract forfeiture. If the parties receive a notice of intent to declare a forfeiture on the underlying real estate contract, then Janice Allinger shall have thirty (30) days to cure the defaults listed in said notice. If Janice Allinger does not cure the defaults listed in said notice within thirty (30) days, then Shawn Allinger shall have the right to pay Janice Allinger the sum of \$5,000.00 cash, and assume ownership of the property, provided that he first cures the defaults listed in the real estate contract forfeiture. If the marital lien described herein is satisfied in full, then the redemption rights listed in this paragraph shall immediately and forever terminate.

\$18,000.00

Exhibit "B"

Page 2

2. Proceeds of timber sale \$ 1,000.00
3. Household goods and furnishings, personal effects and possessions, which are currently in the wife's possession. approximately same value as household furnishings awarded to husband
4. Any social security, pension or other employment benefits earned during marriage as a result of wife's employment.

Separate Property

1. Any property acquired by wife after the effective date of separation.

DIVISION OF DEBTS

1. Shawn Allinger shall assume and pay the following debts, holding Janice Allinger harmless therefrom:
 - a. Les Schwab tire - \$60.00
 - b. Any outstanding obligation on any vehicles awarded to Shawn Allinger.
 - c. Any obligations incurred by Shawn Allinger after the effective date of separation of the parties.
2. Janice Allinger shall assume and pay the following obligations, holding Shawn Allinger harmless therefrom:
 - a. Outstanding balance on the trailer and property, owed to Stanco Financial Corporation - \$4,400.00.
 - b. Fingerhut - \$400.00
 - c. Beneficial Finance - \$800.00
 - d. Any obligations incurred by Janice Allinger after the effective date of separation of the parties.



STATE OF WASHINGTON } ss.
COUNTY OF CLARK

I, JoAnne McBride, County Clerk and Clerk of the Superior Court of Clark County, Washington, DO HEREBY CERTIFY that this document, consisting of 10 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:
12-18-77

JoAnne McBride, County Clerk

By J. McBride Deputy

ROBERT D. KNAPP
ROBERT A. LEWIS
JAMES S. KNAPP
ROBERT W. ODELL
JAMES L. INSEL

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On this date, December 8, 1993, JAN ALLINGER brought in \$1,000.00
in cash for SHAWN ALLINGER regarding the dissolution agreement.

12/8/93
Date

James B. Allinger

Witness: Nancy J. Wood

Unofficial Copy