

122919

BOOK 151 PAGE 435

SEPARATION CONTRACT

Pursuant to RCW 26.09.070, LARRY RAY RUSSELL, JR., (husband) and JONNA L. RUSSELL (wife) enter into this Separation Contract.

In consideration of the mutual covenants herein, the parties agree:

1. LARRY RAY RUSSELL, JR., hereby receives all of the right, title and interest of the parties in the following property:

A. Household goods and furnishings currently in possession of husband.

B. Personal effects and belongings of husband.

C. Any checking and/or savings accounts in husband's name only.

D. 1969 Chevrolet pick up truck VIN #CE249Z899060.

2. JONNA L. RUSSELL hereby receives all of the right, title and interest of the parties in the following property:

A. Household goods and furnishings in her possession.

B. Personal effects and belongings of wife and children.

C. Any checking and/or savings accounts in her name only.

D. 1985 Ford Tempo, VIN#1FABP22X1FX252594.

E. Home and real property located at 181 Newquist Road, Washougal, Skamania County, Washington, more particularly described as follows:

The West one-half of the East one-half of the following described tract of land:

BEGINNING at the Southwest corner of the Northeast Quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian; thence North 660 feet;

SEPARATION CONTRACT - 1  
JONNA L. AND LARRY RAY RUSSELL, JR.  
(RCSS-1)

**ORIGINAL**

Reviewed ☒  
Advised, Dir ☒  
Direct ☒  
Filed ☒  
Mailed ☒

Cory H. Moore, Skamania County Auditor  
Date 7-28-95 Filed 8 2-5-12-92  
JW

thence East 1320 feet; thence South 660 feet; thence West 1320 feet; to the point of beginning.  
EXCEPT the South 30 feet of said tract reserved for public road purposes.

subject to any encumbrances thereon which she will assume and pay.

F. United Heritage Life Insurance Company Policy #U004031.

G. Sellers interest in real estate contract dated April 10, 1995, between Jonna Lynn Russell as seller and Patrick B. Hayes as purchaser for property at 2904 "N" Street, Vancouver, Clark County, Washington, more particularly described as follows:

Lot 3, Block 8, ROWLEY'S 6th ADDITION, a subdivision of Lot No. 10 of COLUMBIA ORCHARDS LOTS, according to the plat thereof, recorded in Book "B" of plats, page 31, records of Clark County, Washington.

3. This agreement shall operate as a conveyance by wife to husband of the enumerated items in paragraph 1 above, and henceforth such items shall be the sole and separate property of LARRY RAY RUSSELL, JR.

This agreement shall operate as a conveyance by husband to wife of the enumerated items in paragraph 2 above, and henceforth such items shall be the sole and separate property of JONNA L. RUSSELL.

The purpose of this paragraph is to make it clear that the community property of the parties has been reclassified by them, by this agreement, into the separate property of each.

4. Each party shall receive any and all employment and/or union benefits, and any and all benefits from governmental agencies, including Social Security, which shall have accrued to that party through his or her employment. Further, each party shall receive any

SEPARATION CONTRACT - 2

JONNA L. AND LARRY RAY RUSSELL, JR.  
(RORS-1)

and all pension and/or profit sharing benefits earned by that party from any source whatsoever.

5. There have been two children born as issue of this marriage, namely: TAVIA LACE RUSSELL AND JAMES JOSEPH RUSSELL. The wife is not pregnant.

6. The parties will be preparing a Parenting Plan and Order of Child Support with regard to the above named children which will be a separate document. The execution of that document and the execution of this document are not interrelated.

7. Neither party shall seek either temporary or permanent maintenance from the other. The Court shall be without jurisdiction to order maintenance without the consent of both parties.

8. In addition to the indebtedness mentioned above, the following is agreed to in respect to payment of debts:

A. Husband shall assume and pay the indebtedness owed to:

- (1) Miami District Child Support (31,692)
- (2) Miami District Child Support (165,260)
- (3) Child Support Enforcement (3,045)
- (4) Child Support Enforcement (435)
- (5) ICS
- (6) Field and Stream
- (7) Bassin
- (8) Collection Agency-(Oklahoma)

B. Wife shall assume and pay the indebtedness owed to:

- (1) Lomas Home Mortgage
- (2) Riverview Savings Bank

SEPARATION CONTRACT - 3

JAMES L. AND LARRY RAY RUSSELL, JR.  
(BOSS-1)

- (3) Columbia Credit Union
- (4) Greentree Financial
- (5) Dial National Bank
- (6) J. C. Penney
- (7) Mervyn's
- (8) Diversified Creditors
- (9) Home Base
- (10) John F. Vomacka
- (11) Douglas Johnson, DMD
- (12) Skamania County PT
- (13) IRS (1992)
- (14) IRS (1993)

C. Each party shall assume and pay any indebtedness incurred by that party since January 28, 1995.

D. Any remaining community indebtedness shall be paid by husband, and he shall hold wife free and harmless therefrom.

E. The duty to pay a debt includes the duty to indemnify and hold the other party free and harmless therefrom.

9. Neither party shall seek counsel fees from the other in connection with the drafting of this contract or in connection with the uncontested action for dissolution which the wife intends to file.

10. In the event an action is commenced to dissolve this marriage, or to adjudicate its status, or for legal separation, this Separation Contract shall be incorporated into the Decree of the court.

Further, both parties agree that venue for any dissolution of marriage, child custody or child support matters shall be in Clark County, Washington.

11. All previous wills, contracts or community property agreements between the parties are hereby revoked.

12. All earnings or property acquired by a party after the date of this Separation Contract shall be the separate property of the party acquiring the earnings or property.

13. This contract is to be construed according to the laws of the state of Washington.

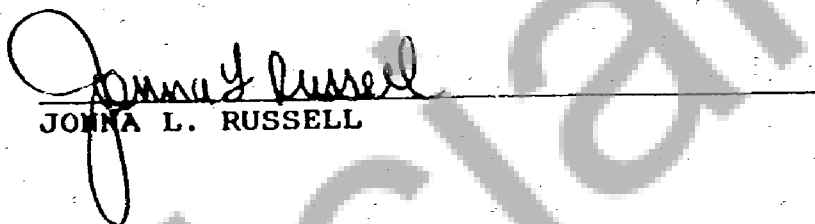
14. The parties have discussed this contract between themselves and any advisers each of them may have wished to consult. Both parties are aware that this agreement constitutes a legal contract, binding upon them and third parties. The parties have satisfied themselves that this agreement is fair. Each party agrees that a full disclosure has been made by the other party. This agreement is intended by the parties to be a full, final and complete statement and settlement of all rights existing between the parties.

15. In the event it shall be reasonable or desirable to execute any other documents or papers to effectuate this agreement, each party shall sign the same.

16. In the event of litigation to enforce any terms, provisions or conditions of this contract, whether in an action relating to dissolution (including post-decree proceedings such as modification or appeal), or in a separate proceeding, the prevailing party may be awarded reasonable attorney fees and costs.

DATED this 22 day of June, 1995.

  
LARRY RAY RUSSELL, JR.

  
JONNA L. RUSSELL



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STATE OF WASHINGTON )  
COUNTY OF ~~CLARK~~ <sup>Franklin</sup> ) :ss

On this day personally appeared before me LARRY RAY RUSSELL, JR., to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN UNDER MY HAND AND OFFICIAL SEAL this 22 day of \_\_\_\_\_, 1995.

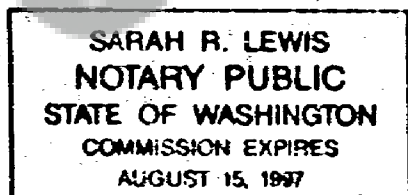
Donna M. Hutzelman  
Donna M. Hutzelman (Print Name)  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 8/29/98

STATE OF WASHINGTON )  
COUNTY OF CLARK ) :ss

On this day personally appeared before me JONNA L. RUSSELL, to me known to be the individual described in and who executed the within and foregoing Separation Contract, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 5th day of July, 1995.

Sarah R. Lewis  
Sarah R. Lewis (Print Name)  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 8-15-97



FILED FOR RECORD  
SKAHANIA CO. WASH  
BY Marlene Hansen

JUL 28 3 45 PM '95  
P. Olsson  
AUDITOR  
GARY M. OLSON

SEPARATION CONTRACT - 7  
JONNA L. AND LARRY RAY RUSSELL, JR.  
(DURS-1)