FILED FOR RECORD SKAYANIA CO. WASH BY Graham & Duna

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SUPERIOR COURT OF WASHINGTON FOR COWLITZ COUNTY

SEATTLE-FIRST NATIONAL BANK, a national banking association

NO. 94-2-01565-7

Plaintiff,

STIPULATED JUDGMENT

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

Defendants.

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Judgment Summary

Judgment Creditor:

Seafirst National Bank

Judgment Debtor:

Ronald N. Evans

Outstanding Principal Balance (including Late Charges and Bank Collection Charges):

\$24,662.62

Accrued and Unpaid Interest On Unpaid

Principal Balance as of 04/25/95:

\$ 9,350.38

Attorney's Fees:

\$ 2,270.00

Costs:

177.53

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.

STIPULATED JUDGMENT - 1 J:\C05134\M14319\00023720.mvl

GRAHAM & DUNN P.C.

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- 3. The Principal Balance, together with accrued and unpaid interest through the date of judgment, plus attorneys' fees and costs, shall bear interest at the contract rate, \$9.43 per diem, from the date of judgment until fully paid.
- 9. Attorneys for Judgment Creditor:

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25 26 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 J:\c05136\M14319\00023720.mvl GRAHAM & DUNN P.C.

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

DATED: Oct 3 , 1995.

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DATED: Oct 2

SEAFIRST NATIONAL BANK

By: Ronald N. Evans

Dan Murray Recovery Officer

ORDER

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

ORDERED, ADJUDGED AND DECREED that plaintiff Seafirst National Bank have judgment against defendant Ronald N. Evans 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 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

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STIPULATED JUDGMENT - 3 J:\C05134\M14319\00023720.mvl

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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 day of NOV, 1995

Judge Court Commissione

Presented by:

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GRAHAM & DUNN

Marisa Velling Lindell WSBA# 18201 14468 Attorneys for Seafirst National Bank

Approved as to Form; Notice of

Presentation Waived:

By Ronald N. Evans, pro se

PEGGY J. 8OGDON, Clerk of the Superior Court of Cowitz County, State of Washington, hereby certify that this instrument is a true and correct copy of the original on file

NOV 3 0 1995

in my office. PEOGY I BOGDOM, CLERK By Dr. Double Deputy

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GRAHAM & DUNN P.C.

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