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FILED FOR RECORD
SKAMANIA CO. WASH
BY *Bari Stockton*

SEP 9 5 10 PM '95

O. Leary
AUDITOR
GARY H. OLSON

BOOK 159 PAGE 444

SKAMANIA COUNTY
FILED

JUL 14 1995

LORENA E. HOLLIS, CLERK
DEPUTYSUPERIOR COURT OF WASHINGTON
COUNTY OF *SKAMANIA*

In re the Marriage of:

BARI CLAYTON STOCKTON

Petitioner

and

KIMBERLY SUE STOCKTON

Respondent.

No. *95-3-0025-3*

- ☒ DECREE OF DISSOLUTION (DCD)
☐ DECREE OF LEGAL SEPARATION (DCLGSP)
☐ DECLARATION CONCERNING VALIDITY (DCINMG)

I. JUDGMENT SUMMARY

- ☒ Judgment summary does not apply.
☐ Judgment summary is set forth below.

- A. Judgment Creditor _____
 B. Judgment Debtor _____
 C. Principal judgment amount _____ \$
 D. Interest to date of judgment _____ \$
 E. Attorney's fees _____ \$
 F. Costs _____ \$
 G. Other recovery amount _____ \$
 H. Principal judgment shall bear interest at _____ % per annum.
 I. Attorney's fees, costs and other recovery amounts shall bear interest at _____ % per annum.
 J. Attorney for Judgment Creditor _____
 K. Attorney for Judgment Debtor _____

III. 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.

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

DECREE OF DISSOLUTION/DECREE OF LEGAL SEPARATION/DECLARATION CONCERNING VALIDITY
 WFF DR 04.0400 (7/93)
 RCW 26.09.030; 040; 070(3)
 Page 1

Washington Legal Blank, Inc., Issaquah, WA 2/94

Reviewed _____
 Indexed _____
 Filed _____
 Mailed _____

Gary H. Martin, Skamania County Assessor
 Date *9/4/96* Parcel # *5-8-17-4-590*

3.2 PROPERTY TO BE AWARDED 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.):

SEE WRITTEN SEPARATION AND PROPERTY SETTLEMENT AGREEMENT.

☐ Other:

3.3 PROPERTY TO BE AWARDED TO THE WIFE

- ☐ Does not apply.
☒ The wife is awarded as her 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 wife is awarded as her separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

SEE WRITTEN SEPARATION AND PROPERTY SETTLEMENT AGREEMENT.

☐ Other:

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SKAMANIA CO. WASH
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P. Lowry
AUDITOR
GARY M. OLSON

BOOK 159 PAGE 446

SKAMANIA COUNTY
FILED

APR - 5 1995

LORENA E. HOLLIS, CLERK
DEPUTY

SUPERIOR COURT OF WASHINGTON
COUNTY OF Skamania

In re the Marriage of:

Bari Clayton Stockton

Petitioner

and

Kimberly Sue Stockton

Respondent.

No. 95-3-0025-3
WRITTEN SEPARATION AND
PROPERTY SETTLEMENT
AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of March, by and
between Kimberly Sue Stockton (wife)
and Bari Clayton Stockton (husband),
pursuant to RCW 26.09.070.

In consideration of the mutual promises, agreements and covenants herein contained and in
consideration of the desire of the parties to resolve their respective claims to community and
separate property and to reach an equitable settlement of their property rights and obligations and
other matters related to their marital estate, and in further consideration of the mutual benefits to
be derived from this agreement, it is agreed as follows:

1. The parties separated on the 9 day of August, 1994.
2. The wife [] is [X] is not pregnant. There are [X] no [] two children of this marriage and
their names, ages and birth dates are as follows:

Nicholas Clayton Stockton 2/23/90

Alexia Charmaine Stockton 11/13/92

18297

REAL ESTATE EXCISE TAX

SEP 10 1996

PAID Exempt
Sh. Deery
SKAMANIA COUNTY TREASURER

Registered
Indexed, Dir.
Indirect
Filed
Noted

Gary M. Olson, Skamania County Auditor
Date 9/9/96 From 95-3-8-17-4-5790
uncl

There are ☐ no ☒ 0 children born to a party prior to this marriage who are dependent upon a party, and their names, ages, birthdates and the person they are dependent upon are as follows:

3. The residential parenting of the dependent children of this marriage shall be as outlined in the attached or filed parenting plan, which further allocates decision-making with regard to the children and sets out a procedure to follow in the event disputes arise, and is incorporated in this agreement as if fully set forth herein.

4. Child support for the minor child(ren) of this marriage shall be paid as follows:

(A) Bari Clayton Stockton should pay child support in the sum of \$ 250.00 per month for each minor child of the parties, commencing on the 15th day of March, 1985, and payable on the 20th day of each month,

☐ Washington State Support Registry ☒ directly to Kimberly Sue Stockton until each child shall reach the age of eighteen (18) years, or graduates from high school, whichever is later.

The Court ☐ should ☒ should not require automatic periodic adjustments or modifications of child support, as follows:

The Court ☐ should ☒ should not retain jurisdiction to determine support for post-secondary education or training.

(B) _____ should pay day care expenses not included in paragraph A above in the amount of \$ _____ or _____ % of day care, at the same time and in the same manner as the support payment so long as day care is being provided by a third party provider.

(C) Health care expenses in excess of \$ 397.20 (5% of the annual basic child support obligation) shall be paid 50 % by Petitioner and 50 % by Respondent.

(D) ☐ Both parties ☒ Petitioner ☐ Respondent shall maintain any health insurance coverage for the minor child(ren) herein if coverage can be extended to cover such child(ren) or becomes available to that parent through employment or is union related. A parent who is required under this agreement to provide health insurance coverage is liable for any covered health care costs for which that parent receives direct payment from an insurer. A parent who is required under this agreement to provide health insurance coverage shall provide proof of such coverage immediately after the entry of a court order or when such coverage becomes available, whichever is applicable, to ☒ the primary residential parent or ☐ the Washington State Support Registry if the parent has been notified or ordered to make payments to the Washington State Support Registry.

(E) The support level for the dependent child(ren) is based upon the net after tax monthly income the parties as follows: Petitioner \$ 1972.00; Respondent \$ 0. The standard calculation from the Court's economic table is \$ _____, and the reason for any deviation therefrom is:

(F) Other costs of special needs, and payment arrangements, are:

(G) Bari Clayton Stockton should be awarded the child(ren) as federal tax exemption(s).

(H) The parent receiving support may be required to show that child support is actually being spent to benefit a child. (This provision is provided by law).

5. _____ should pay the sum of \$ _____ per month to _____ as and for spousal maintenance, commencing on the _____ day of _____, and payable on the _____ day of each month thereafter, until the _____ day of _____, or until _____ shall die or remarry, whichever shall earlier occur.

Said payments shall be made to:

(i) ☐ Petitioner; ☐ Respondent

(ii) ☐ Washington State Support Registry as trustee for transmittal to the other party, which payments shall be clearly identified as spousal maintenance (instead of child support) when made.

6. The real property legally described as:

31 Vine Maple Loop Rd
Carson, Washinton 98610

is to be ☐ sold immediately at a price agreeable to the parties and the proceeds equitably divided _____% to Petitioner and _____% to Respondent after expenses of sale and adjustments; ☒ awarded to: Bari Clayton Stockton

2 7. The personal property of the parties shall be divided as follows:

4 To wife:

6 television
8 v.c.r.
10 entertainment center
12 selected kitchen items
14 brass bakérs rack
16 personal items
18 personal effects
20 wall furnishings
22 dinette set

Selected childrens items
selected linens
selected videos
selected C.D.s
1985 Nissan pickup

24 To husband:

16 1994 Mazda Protege
18 family home
20 sofa/loveseat
22 bed
24 home stereo
26 selected kitchen items
28 selected C.D.s
30 selected childrens items

selected linens

24 All other unlisted personal possessions shall be ☒ equitably divided between the parties
26 ☐ awarded to _____

28 8. The debts of the parties shall be divided as follows:

30 To wife:

32 Mervyn(revolving charge)
34 Sears (revolving charge)
36 Visa (revolving charge)
38 J.C Penny(revolving charge)
40 meier & frank(revolving charge)

42 To husband:

44 Temple-inland mortgage (home loan)
46 Seafirst Bank(revolving charge)
48 Seafirst Bank(car loan)
50 Nations Bank(union loan)
52 Individualized bank card(revolving charge)
Mellon Bank (revolving charge)

- 2 The parties agree to hold each other harmless as to the debts divided herein.
- 4 All other unlisted debts, if any have inadvertently been omitted, shall be ~~X~~ equitably divided
6 between the parties [] paid by:
- 8
- 10 9. This agreement shall operate as a conveyance by husband to wife and by wife to husband of the
12 enumerated items herein. The purpose of this paragraph is to make it clear that the separate
and community property of the parties has been reclassified by them by this agreement, into
the separate property of each.
- 14 10. Each party shall be required to pay any and all separate obligations incurred by that party after
16 the date of separation, and all earnings or property acquired by each after date of separation
shall be the separate property of the party acquiring the earnings or property.
- 18 11. Unless otherwise provided herein, each party shall receive any and all employment or
20 retirement benefits of any kind and nature acquired through that party's employment at any
time and place, including social security benefits.
- 22 12. [] Life insurance on the life of _____, insured,
24 in the amount of \$ _____, naming _____
as beneficiary, shall be kept in full force and effect by such insured and such policy shall not be
26 changed or allowed to expire without the written consent of the parties. No cash value or benefit
or beneficiary therein shall be withdrawn or changed without the written consent of the parties.
28 ~~XX~~ There is no life insurance on a party subject to this agreement, or it is not subject to restriction.
- 30 13. The costs and fees of this action shall be paid by:
32 Bari Clayton Stockton
- 34 14. This agreement is to be construed according to the laws of the State of Washington.
- 36 15. In the event of litigation to enforce any of the terms, provisions or conditions of this agreement,
38 whether in an action relating to dissolution (including post-decree proceedings) or in a separate
proceeding, the prevailing party may be awarded reasonable attorney's fees and costs.
- 40 16. The parties agree to file a [] joint income tax return ~~XX~~ separate returns for the year and years
42 preceding and following date of this agreement unless a decree dissolving the marriage is later
granted. Any refund from or assessment of tax upon the parties shall be ~~XX~~ paid separately
44 [] equitably paid jointly. Bari Clayton Stockton shall be
entitled to claim income tax deductions for the children of this marriage in the event of
separate returns.
- 46 17. Each party hereby forever waives, releases and quit-claims to the other, all rights to homestead,
48 inheritance, to administer on the estate of the other party, and all other property rights and
claims which he or she now has or may hereafter have as husband, wife, widow, or widower or
50 otherwise by reason of the marital relationship now existing between the parties. Each party
expressly agrees that in the event the other party shall become deceased prior to legal
52 termination of their marriage by court proceedings, he or she shall not claim an award of
homestead, or any other widower's or widow's allowance, except from funds which he or she

would otherwise have received by devise, nor shall the surviving party receive an intestate share from the deceased party's estate. For the purposes of intestate succession, the deceased party shall be deemed to have died without a surviving spouse.

18. The parties have discussed this agreement between themselves and any advisors each of them may have wished to consult. Both parties are aware that this agreement constitutes a legal obligation, binding upon them and third parties. The parties have satisfied themselves that this agreement is fair. Each party agrees that full disclosure has been made by the other party and that each has had access to and/or availed himself or herself of such legal advice as was desired.

19. This agreement is binding upon the respective personal representatives and assigns of the parties hereto. If a dissolution is later granted, it is the desire of each party that this agreement be confirmed by the Court as and for a settlement between the parties of their property and marital rights and be embodied in the Decree of Dissolution. It is further agreed that both parties will sign any and all papers, deeds, applications, agreements, waivers or relinquishments of interest necessary to carry out the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto execute this agreement, in duplicate, this 3 day of April, 1995.

Kimberly Sue Horton
Wife

Joe Clayton Horton
Husband

STATE OF WASHINGTON,

COUNTY OF Clallam

ss.

On this day personally appeared before me Kimberly Sue Horton to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as husband free and voluntary act and deed for the uses and purposes therein mentioned.

Signed and sworn to before me this 3 day of April, 1995.

DONNA F. ARENA
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 10, 1997

Donna F. Arena
Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 7-10-97

2 STATE OF WASHINGTON,
4 COUNTY OF Clark ss.

6 On this day personally appeared before me Kimberly Skiffon Brown
to me known to be the individual described in and who executed the within and foregoing
8 instrument and acknowledged that she signed the same as hers free and voluntary
act and deed for the uses and purposes therein mentioned.

10 Signed and sworn to before me this 3 day of April, 1995.

14 DONNA F. ARENA
16 NOTARY PUBLIC
STATE OF WASHINGTON
18 COMMISSION EXPIRES
JULY 10, 1997

Donna F. Arena
Notary Public in and for the State of Washington
Residing at Will
My appointment expires: 7-10-97

52 WRITTEN SEPARATION AND PROPERTY SETTLEMENT AGREEMENT
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State of Washington }
County of Skamania } ss

I, Lorena E. Hollis, County Clerk of the Superior
Court of Skamania County, Washington, DO HEREBY
CERTIFY that this instrument, consisting of 7
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 Stevenson, Washington
this date: 7-9-96

LORENA E. HOLLIS, County Clerk
BY [Signature] Deputy