

127407

AFTER RECORDING MAIL TO:

Name THOMAS ALWAY

Address 256 SECOND ST.

City / State STEVENSON, WA 98648

FILED
SKAMIA COUNTY WASH
BY SKAMIA CO. TITLE

FEB 24 2 39 PM '97

R. Johnson
AUDITOR
GARY H. OLSON

BOOK 762 PAGE 836

Document Title(s): (or transactions contained therein)

1. DECREE OF DISSOLUTION
- 2.
- 3.
- 4.



First American Title
Insurance Company

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

- ☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. SHELLY LYNN ALWAY

- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. THOMAS A. ALWAY

- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOTS 27 & 28 BLK 7 TOWN OF STEVENSON

- ☒ Complete legal description is on page 7 of document

Assessor's Property Tax Parcel / Account Number(s): 02-07-01-1-1-3800-00

REAL ESTATE EXCISE TAX

18623

FEB 24 1997

PAID exempt

W. K. Olson Deputy
SKAMIA COUNTY TREASURER

Gary H. Olson, Skamania County Auditor

Date 2-24-97 Parcel # 2-7-1-1-1-3800

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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BOOK 142 PAGE 837

COPY
ORIGINAL FILED

FEB 21 1997

JANNE MCNEER, Clerk, Clark Co.

SUPERIOR COURT OF WASHINGTON
COUNTY OF CLARK

In re the Marriage of:

SHELLY LYNN ALWAY,

Petitioner

and

THOMAS ALFRED ALWAY,

Respondent.

NO. 96 3 02025 4

DECREE OF DISSOLUTION
(DCD)

I. JUDGMENT SUMMARY

Judgment Summary does not apply.

II. BASIS

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.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

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.

DECREE

WPF DR 04.0400 (7/94)

RCW 26.09.030; .040; .070 (2)

Page 1

23660903.P14 (02/18/97)

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REAL ESTATE EXCISE TAX
18623

FEB 24 1997

PAID Exempt

W. J. Deaton, Deputy
SKAMANIA COUNTY TREASURER

Gary H. Martin, Skamania County Assessor
Date 2-24-97 Parcel # 2-7-1-1-1-3 840

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1 3.3 PROPERTY TO BE AWARDED TO THE WIFE.

2 The wife is awarded as her separate property the property set
3 forth in Exhibit "A." This Exhibit is attached or filed and
4 incorporated by reference as part of this Decree.

5 3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

6 The husband shall pay the community or separate liabilities set
7 forth in Exhibit "B." This Exhibit is attached or filed and
8 incorporated by reference as part of this Decree.

9 Unless otherwise provided herein, the husband shall pay all
10 liabilities incurred by him since the date of separation.

11 3.5 LIABILITIES TO BE PAID BY THE WIFE.

12 The wife shall pay the community or separate liabilities set
13 forth in Exhibit "B." This Exhibit is attached or filed and
14 incorporated by reference as part of this Decree.

15 Unless otherwise provided herein, the wife shall pay all
16 liabilities incurred by her since the date of separation.

17 3.6 HOLD HARMLESS PROVISION.

18 Each party shall hold the other party harmless from any
19 collection action relating to separate or community liabilities
20 set forth above, including reasonable attorney's fees and costs
21 incurred in defending against any attempts to collect an
22 obligation of the other party.

23 3.7 SPOUSAL MAINTENANCE.

24 Husband shall pay maintenance to the Wife in the amount of
25 \$1,500.00 per month for a period of forty-eight (48)
26 consecutive months, payable on or before the first day of each
month, commencing with the month of February, 1997. Said
maintenance shall be non-modifiable in any respect without the
written consent of both parties pursuant to the written
separation contract signed by both parties and shall earlier
terminate upon the Wife's remarriage or her death or in the
event the Wife is employed and earns a net employment income of
\$2,500.00 or more per month. Maintenance will not terminate in
the event of the death of the Husband, and it shall be a charge
against his estate. Maintenance shall be tax deductible to the
Husband and taxable income to the Wife.

DECREE
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RCW 26.09.030; .040; .070 (3)
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226600C1.964 (03/18/97)

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3.8 CONTINUING RESTRAINING ORDER.

Does not apply.

3.9 PARENTING PLAN.

The parties shall comply with the Parenting Plan signed by the Court this date. The Parenting Plan signed by the Court is approved and incorporated as part of this Decree.

3.10 CHILD SUPPORT.

Child support shall be paid in accordance with the Order of Child Support signed by the Court this date. This Order is incorporated as part of this Decree.

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

Does not apply.

3.12 NAME CHANGES.

Does not apply.

3.13 OTHER: N/A.

Each party shall execute any and all documents necessary to effectuate the provisions of this Decree of Dissolution of Marriage. If a party fails to execute any necessary documents, the Court may, on its motion docket, appoint another in that person's stead to execute such document(s).

The Separation Agreement Re: Maintenance is approved.

Dated: _____

Judge/Commissioner

Presented by: _____

Approved for entry:
Notice for presentation waived:

SCOTT J. HORENSTEIN, WSBA #7864
Of Attorneys for Petitioner

DANIEL G. MARSH, WSBA #1073
Of Attorneys for Respondent

Shelly C. Carey
Petitioner

Daniel G. Marsh
Respondent

DECREE

WPF DR 04.0400 (7/94)
RCW 26.09.030; .040; .070 (3)
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22660001.944 (02/18/97)

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EXHIBIT "A"

Petitioner shall receive the following:

1. The following described real estate located in Skamania County, Washington:
Lots 25 and 26, Block 7 of the Town of Stevenson according to the official plat thereof on file and of record in Book "A" of Plats on Page 11, Skamania County Records.
2. The 1982 GMC Safari van, subject to assuming responsibility for, timely paying and holding the Respondent harmless from any indebtedness owed thereon.
3. The 1992 Porsche automobile, subject to assuming responsibility for, timely paying and holding the Respondent harmless from any indebtedness owed thereon.
4. The \$9,500.00 Safeco Insurance settlement check, receipt of which is acknowledged by the Petitioner.
5. All household goods and furnishings and personal effects and belongings currently in her possession, except the stereo which is awarded to the Respondent.
6. The IRA in Petitioner's name located at Jackson National.
7. The sum of \$9,000.00 payable by the Respondent to the Petitioner at the rate of \$3,000.00 per month commencing February, 1997, and payable the first day of each consecutive month thereafter. Any delinquent payments shall bear interest at the rate of eight percent (8%) per annum. Petitioner shall have the right to obtain a judgment for these sums due at her option on the regular motion docket before the Court.
8. The sum of \$177,500.00 on or before February 21, 1997. This obligation shall bear zero percent (0%) interest until March 1, 1997, at which time interest shall accrue at eight percent (8%) per annum. At the option of the Petitioner, she may obtain a judgment for the \$177,500.00 and/or obtain a promissory note and deed of trust on the real estate being awarded to the Respondent as security interest, including a UCC filing on all of the assets of the pharmacy known as Wind River Pharmacy, Inc. The receipt of \$177,500.00 is a property division pursuant to a Decree of Dissolution of Marriage and in all respects shall be tax free to the Petitioner. If for whatever reason the Petitioner is taxed on the receipt of these funds

EXHIBIT "A" - 1
22660301.P48 (02/18/97)MORENSTEIN & DUGAN, P.A.
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then the Respondent shall assume the responsibility for, timely pay and hold the Petitioner harmless from any and all taxes due as a result of Petitioner's receipt of said funds.

Respondent shall receive the following:

1. The home located at 431 Stewart Road, Stevenson, Washington, more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter, Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington:

Thence North $0^{\circ}34'36''$ East 713.65 feet;

Thence South $89^{\circ}00'00''$ East 103.74 feet to the beginning of a 50.00 foot radius non-tangent curve to the left, the chord of which bears South $61^{\circ}33'47''$ East a distance of 64.42 feet;

Thence along the arc of said curve to the left a distance of 70.00 feet;

Thence North $78^{\circ}20'00''$ East a distance of 178.28 feet to the beginning of a 200.00 foot radius curve to the left through a central angle of $30^{\circ}00'00''$ for a distance of 104.72 feet;

Thence North $48^{\circ}20'00''$ East a distance of 124.91 feet;

Thence South $41^{\circ}40'00''$ East a distance of 41.13 feet;

Thence South $15^{\circ}57'36''$ West a distance of 254.42 feet;

Thence South $31^{\circ}09'01''$ East a distance of 88.21 feet;

Thence South $89^{\circ}38'38''$ East a distance of 30.00 feet;

Thence South $0^{\circ}21'22''$ West a distance of 120.00 feet;

EXHIBIT "A" - 2
21460001.P40 (03/19/97)

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Thence South 41°49'22" West a distance of 265.27 feet;

Thence South 48°55'04" West a distance of 137.12 feet;

Thence South 37°31'27" West a distance of 116.20 feet to the South line of said Southwest quarter;

Thence North 88°49'33" West, along said South line a distance of 209.26 feet to the Point of Beginning;

Containing 7.54 acres more or less;

ALSO KNOWN AS Lot No. 1 of the MEL STEWART SHORT PLAT recorded in Book 3, Page 137 of Short Plats, Auditor's File No. 106236, Skamania County Auditor's Records;

SUBJECT TO terms, covenants and conditions contained in Application for Current Use Classification, including liability for future taxes, rollbacks, penalties and interest upon breach of, or withdrawal from, said classification. Classification: Timberland;

AND SUBJECT TO easement including its terms, covenants and provisions as disclosed by instrument in favor of George F. Christensen, Jr., et ux., et al., recorded August 30, 1979 under Auditor's File No. 89320 in Book 77 at Page 57 for ingress, egress and utilities 60 feet in width;

AND SUBJECT TO 20 foot wide "lane" lying West of Lot 18, MAPLE HILL TRACTS NO. 3, as recorded in Book "A" of Plats on Page 144;

AND SUBJECT TO easement disclosed on Plat for roadways which affects the Southeasterly and Northerly lot lines.

Subject to Respondent assuming responsibility for, timely paying and holding the Petitioner harmless from any and all debts and liabilities owed on or in connection with this property at any time.

2. Any and all interest in and to the business known as Wind River Pharmacy, Inc.

EXHIBIT "A" - 3
22660001.740 (02/18/97)

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1 3. The real property in Skamania County, Washington, more
2 particularly described as follows:

3 Lots Twenty-Seven (27) and Twenty-Eight (28),
4 Block Seven (7), Plat of Stevenson, according
5 to the duly recorded plat thereof, situated in
6 Skamania County, Washington, together with all
7 improvements thereon.

8 4. The life insurance policy through _____ which
9 is in the name of the Respondent.

10 5. The 1988 Jeep vehicle.

11 6. The 1977 Toyota pickup, or any funds obtained from the sale of
12 said pickup.

13 7. All household goods and furnishings and personal effects and
14 belongings currently in his possession. In addition, the
15 stereo which is currently in possession of the Petitioner.

16 8. The IRA in his name located at Jackson National.

17 _____
18 The parties acknowledge the children own stock in Riverview Savings
19 Bank and CDs in Riverview Savings Bank. The children shall remain
20 as owners of those assets and Petitioner shall remain as the
21 custodian of those assets.

22 _____
23 The parties will file a 1996 tax return, filing married-joint, and
24 the Respondent shall assume responsibility for, timely pay and hold
25 the Petitioner harmless from any and all tax due as a result of the
26 filing of said tax return and Respondent shall receive any tax
27 refund generated from that tax return.

EXHIBIT "A" - 4
22580002.948 (02/18/97)

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EXHIBIT 'B'

Petitioner shall assume responsibility for, timely pay and hold the Respondent harmless from the following indebtedness:

1. The debt owed for the 1992 Porsche automobile.

Respondent shall assume responsibility for, timely pay and hold the Respondent harmless from the following indebtedness:

1. The mortgage owed on the real property located at 431 Stewart Road, Stevenson, Washington.
2. Any and all debts owed in connection with the business known as Wind River Pharmacy, Inc.

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