

129176

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SKAMANIA CO. WASH  
BY William Smith

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William Smith  
9632 Washougal River Rd.  
Washougal WA 98671

SEP 11 11 02 AM '97

GARY M. OLSON  
AUDITOR

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Judgment Quieting Title	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Dilley, Gerald etux etal	
2. Dilley, Michael etux etal	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Smith, William D.	
2.	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
SW 4 SE 4 Section 31 T2N R5E	19013
<input type="checkbox"/> Complete legal on page 3, 4 of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
Judgment # 97-9-00624-3	SEP 11 1997
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
2-5-31-4-0-700, 701	SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> Additional parcel #'s on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

ORIGINAL

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SKAMANIA COUNTY  
FILED

SUPERIOR COURT OF WASHINGTON FOR SKAMANIA COUNTY MAR 13 1997

LORENA E. HOLLIS, CLERK

DEPUTY

WILLIAM D. SMITH,

Plaintiff,

vs.

GERALD DILLEY and BARBARA DILLEY,  
Husband and Wife, and MICHAEL DILLEY  
and SHARON DILLEY, Husband and Wife,

Defendants.

NO. 95-2-00145-1

JUDGMENT QUIETING TITLE

Trial in this case was held on Thursday, January 29, 1997. Plaintiff and Defendants, Gerald and Barbara Dilley, were personally present in Court. Plaintiff was represented by Robert D. Mitchelson, attorney at law, Defendants by Jan Kelpinski, attorney at law. Defendants, Michael Dilley and Jane Doe Dilley, were dismissed without prejudice as parties upon motion of Plaintiff. Testimony was received, exhibits admitted, and argument by counsel for each side considered.

The Court previously entered Findings of Fact and Conclusions of Law and hereby enters Judgment as follows:

Gary H. Martin, Skamania County Assessor

Date 9/10/97 Parcel # 2-5-51-4-700, 701

I. JUDGMENT SUMMARY

Judgment Summary is set forth below.

A.	Judgment Creditor:	William D. Smith
B.	Judgment Debtor:	Gerald and Barbara Dilley
C.	Attorney's fees:	\$125.00
D.	Costs:	
	Filing Fee:	110.00
	Process service:	55.00
	Restraining Order Bond Fee:	100.00
E.	Principal judgment shall bear interest at:	12% per annum
F.	Attorney for Judgment Creditor:	Robert D. Mitchelson
G.	Attorney for Judgment Debtor:	Jan Kelpinski
	Total Judgment:	\$ 390.00

JUDGMENT QUIETING TITLE  
PAGE 1

Robert D. Mitchelson  
315 S.E. 117th Avenue, P.O. Box 84096  
Vancouver, WA 98684-0096  
(360) 260-0925 944-1947 (Fax)



II. JUDGMENT

It is hereby ordered, adjudged, and decreed as follows:

1. Title is hereby quieted in favor of the Plaintiff as to all property described in Exhibit "A" attached to this Judgment, and incorporated herein as if fully set forth.

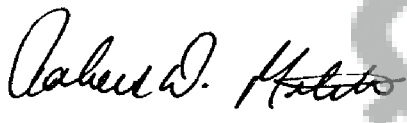
2. It is further ordered, that Plaintiff is the true legal owner of the property described in Exhibit "B", which is also incorporated into this judgment as if fully set forth, and is now the true and lawful owner of the property described in Exhibit "A".

3. The Restraining Order previously entered is dissolved and Plaintiff's bond is exonerated. The Clerk of the Court shall immediately deliver Plaintiff's deposit.

4. Plaintiff is the prevailing party in this action and therefore is entitled to an award of statutory costs and attorney's fees in the sum of \$ 390.00.

DONE IN OPEN COURT THIS 12th day of March, 1997.

  
JUDGE E. THOMSON REYNOLDS

  
W.S.B. # 4595

EXHIBIT

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A

Mar. 13, 1997  
2-5-31

LEGAL DESCRIPTION  
FOR BILL SMITH  
ADJUSTED EAST LINE

The following described real property situated in the County of Skamania, State of Washington:

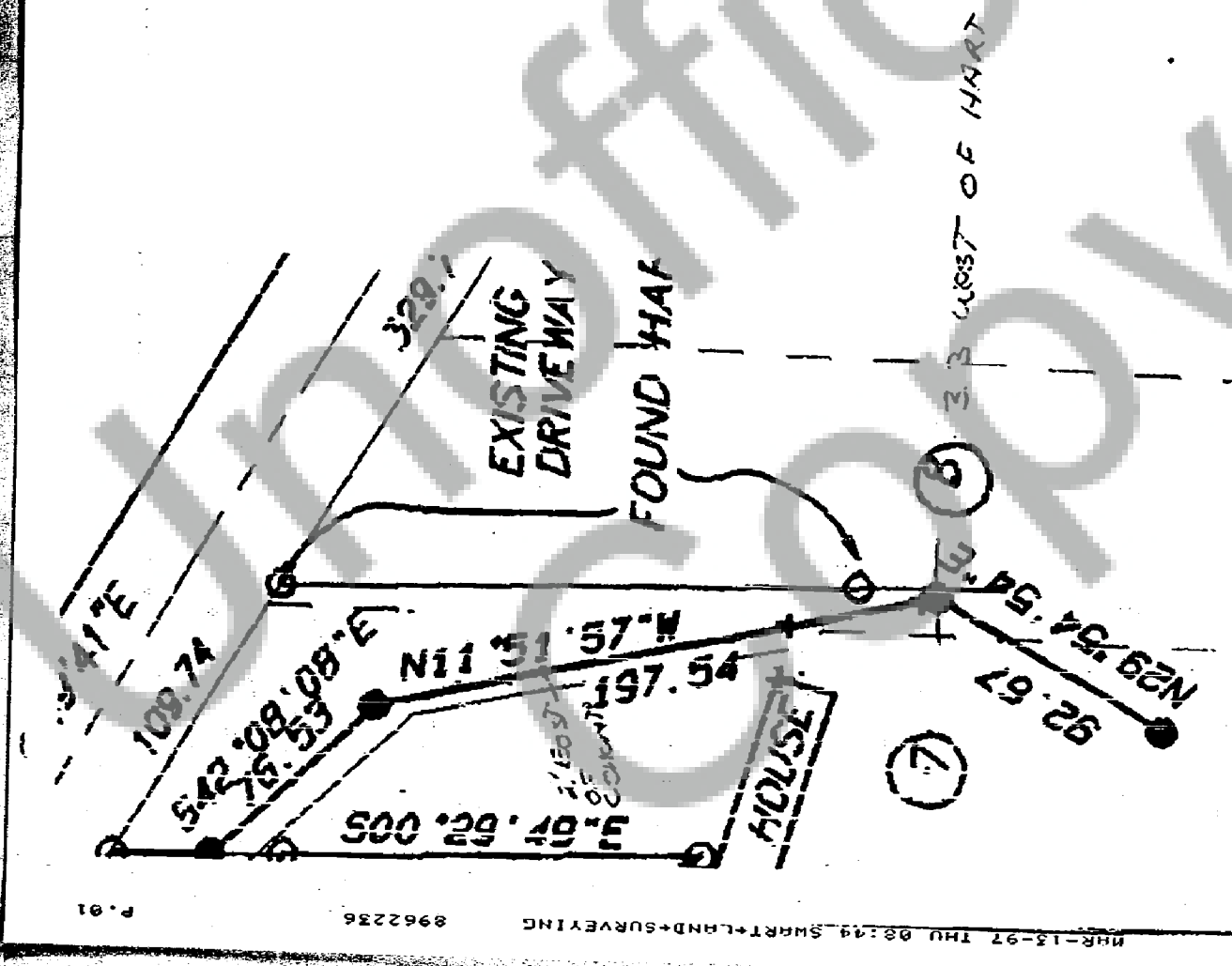
That portion of the Southwest quarter of the Southeast quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian described as follows:

Beginning at a point on the West line of the Southeast quarter of said Section 31 which is South  $1^{\circ} 39' 43''$  West, 123.88 from the Northwest corner of the Southwest quarter of said Southeast quarter, said point being marked by a  $3/4''$  Iron Pipe with brass cap set in R.S. Dk. 3, Pg 30; Thence South  $62^{\circ} 15' 10''$  East, 55.27 feet to a found  $1/2''$  Iron Bar which falls South  $1^{\circ} 40' 35''$  West, 53.95 feet from a  $1 1/2''$  iron pipe used as the Northwest corner of Washougal River Summer Home Tracts; Thence South  $62^{\circ} 15' 10''$  East, 646.72 feet to a  $1/2''$  Iron Bar set by Hart and the true point of beginning of this line; Thence South  $0^{\circ} 29' 49''$  East following the West line of Lot 7 as surveyed by Hart, 34.14 feet; Thence South  $42^{\circ} 08' 08''$  East, 76.53 feet; Thence South  $11^{\circ} 51' 57''$  East, 197.54 feet; Thence South  $39^{\circ} 16' 45''$  West following the established mowing line, 100 feet more or less to the Washougal River.



EXHIBIT  
A(1)

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MHR-15-97 THU 08:49 SMART+LAND+SURVEYING 8962236 P. 01

EXHIBIT

B

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95010

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## REAL ESTATE CONTRACT

THIS CONTRACT was entered into this 28 day of August, 1981, between MICHAEL DILLEY and SHARON DILLEY, husband and wife, hereinafter called the "sellers" and WILLIAM SMITH, a single person, hereinafter called the "purchaser".

## WITNESSETH:

That the sellers agree to sell to the purchaser and the purchaser agrees to purchase from the sellers the following described real estate, with the appurtenances, in Skamania County, Washington, to-wit:

Lots 5 and 6 of Washougal Summer Home Tracts, according to the official plat thereof on file and of record in Book A of plats at page 78 in the office of the Auditor of Skamania County, Washington; in Section 31, Township 2 North, Range 5 East of the Willamette Meridian.

The terms and conditions of this contract are as follows: The purchase price is Fifty Thousand and no/100 (\$50,000.00) Dollars, of which One Thousand and no/100 (\$1,000.00) Dollars have been paid; the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Fifteen Thousand and no/100 (\$15,000.00) Dollars, or more at purchaser's option, on or before the 31st day of August, 1981, and Three Hundred Forty and no/100 (\$340.00) Dollars, or more at purchaser's option, on or before the 1st day of October, 1981, and Three Hundred Forty and no/100 (\$340.00) Dollars or more at purchaser's option on or before the first day of each succeeding calendar month until the balance of said purchase price shall have been fully paid, provided however, the entire unpaid balance of said purchase shall be paid in full on or before September 1, 1986. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of twelve per cent (12%) per annum from the 1st day of September, 1981, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. Further, in the event that purchaser shall sell, convey, transfer or give away lot 5 of said real estate to another or enter into a contract for such a purpose, purchaser shall immediately, upon entering into such a purpose, purchaser shall conveyance or upon such sale or conveyance whichever shall occur earlier, pay to sellers one-half (1/2) of the then current assessed value of said lot 5 and said payment shall be applied to the reduction in principal but said monthly payment shall remain at Three Hundred Forty and no/100 (\$340.00) Dollars per month. All payments made hereunder shall be made at such place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be the 31st day of August, 1981.

Page One: REAL ESTATE CONTRACT



TRANSACTION LARGE 22

Amount Paid: \$15,000.00  
 Skamania County Register  
 by [Signature] of [Name]

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State of Washington } SS  
County of Skamania

I, Lorena E. Hollis, County Clerk of the Superior Court of Skamania County, Washington, DO HEREBY CERTIFY that this instrument, consisting of 5 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: 9-15-93

LORENA E. HOLLIS, County Clerk

BY [Signature] Deputy