

RETURN ADDRESS

DCS Financial, Inc.
PO Box 1179
Vancouver, WA 98666
(360) 992-4100

Please print neatly or type information
Document Title(s)

Judgement

Reference Number(s) of related documents:

Case # C99-91 Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

BRYDEN, DONALD J. BRYDEN, GIBI L.
Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

DCS Financial, Inc. Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

(SEE ATTACHED SHEET) Additional legal is on page ____

Assessor's Property Tax Parcel/Account Number

02-05-34-2-0-0300-00 Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

*** DO NOT SIGN ***

Signature of Requesting Party

IN THE DISTRICT COURT OF SKAMANIA COUNTY

IN THE STATE OF WASHINGTON

MAR 27 2000

**SOUTHERN WASHINGTON COLLECTION
BUREAU INC., DBA
DIVERSIFIED CREDITORS SERVICE**

Plaintiff/s

V.S.

BRYDEN, DONALD J.
BRYDEN, JUDITH L.
HUSBAND AND WIFE

Defendant/s

SKAMANIA COUNTY DISTRICT COURT
99-91 STEVENSON, WASHINGTON

Case #C99-91

STIPULATED JUDGMENT

SUMMARY OF JUDGMENT

1. Judgment creditor: Southern Washington Collection Bureau, Inc.
2. Attorney for judgment creditor: Daniel L. Stahnke
3. Judgment debtor: Donald J. & Judith L. Bryden
4. Amount of judgment: \$7814.96
5. Interest owed to date of judgment: (included in judgment)
6. Taxable costs and attorney's fees: (included in judgment)

ORDER

This matter having come before the above-entitled Court, upon stipulation of the parties, Defendants appearing Pro se and Plaintiff appearing through its attorney, DANIEL L. STAHNKE, and it appearing that the parties have waived the entry of findings of fact and conclusions of law, that Plaintiff's claim involves a sum certain, and the parties have agreed that plaintiff will not execute upon this judgment so long as defendants pay as set forth herein, there being no reason appearing why judgment cannot be entered in

L782080 P761275 996021-9141-4
STIPULATED JUDGMENT

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[illegible]

action, and the Court being fully advised in the premises; Now Therefore it is hereby:

ORDERED, ADJUDGED, AND DECREED that Plaintiff is awarded judgment against Defendant/s in the amount of \$7814.96 including interest, attorney's fees, and costs; that this judgment shall not bear any interest provided that payments are not defaulted on, if the defendants do default on the payment arrangements, then interest at the rate of 12 percent per annum from the date hereof.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff shall not execute or otherwise collect this judgment provided Defendants pay this judgment on the following schedule: \$300.00 down and then \$100.00 per month, with the first payment due no later than January 31st, 1999 and each payment thereafter due by the last business day of each month, until this judgment is paid in full.

Dated this 27th day of March, ²⁰⁰⁰1999.

/s/ Karen S. Wyninger

JUDGE COURT COMMISSIONER

Presented by and so stipulated:

Daniel L. Stahnke
DANIEL L. STAHNKE, WSBA #23763
Attorney for Plaintiff

It is so stipulated and consent to entry granted and notice of presentation waived this ____ day of _____, 1999.

Donald J. Bryden
DONALD J. BRYDEN, Defendant

Judith L. Bryden
JUDITH L. BRYDEN, Defendant

AGREEMENT AND COVENANT NOT TO EXECUTE

RECITALS:

A. The parties to this Agreement are SOUTHERN WASHINGTON COLLECTION BUREAU, INC., dba DIVERSIFIED CREDITORS SERVICE, (referred to herein as "SWCB") and DONALD J. AND JUDITH L. BRYDEN (referred to herein as "BRYDEN").

B. SWCB has filed a suit against BRYDEN in District Court of the State of Washington for the County of Skamania, Case No. C99-91 (referred to herein as the "pending suit"). SWCB and BRYDEN desire to resolve all claims relating to or arising out of the transactions in issue in the pending suit, on the terms and conditions described below:

THE PARTIES AGREE AS FOLLOWS:

1. Recital A and B form a part of this Agreement.

2. BRYDEN agrees to stipulate to the entry of a judgment in the amount of \$7814.96. The judgment shall not bear any interest provided that the signed Agreement and Covenant not to execute is not defaulted upon. If this occurs, the judgment will bear interest at 12% per annum from and after the date of entry. Each party shall bear its own costs and attorney fees, to the extent such costs and fees are not included in the stipulated principal amount of the judgment.

3. BRYDEN agrees to pay the principal balance of the judgment as follows: \$300.00 down to execute this agreement, then \$100.00 per month, commencing with the first payment due on the 31st day of January, 2000, and subsequent monthly payments will be due on the last working day of every month thereafter, until paid in full. The payments shall be made to Diversified Creditors Service at 111 West 39th Street, Suite #C; Vancouver, WA 98660.

4. SWCB agrees that so long as payments are made in accordance with this agreement they will execute and file with the Clerk of the District Court a Full Satisfaction of Judgment, indicating that BRYDEN has fully paid and satisfied their obligations.

5. SWCB covenants and agrees not to execute on the judgment so long as BRYDEN remains current in their payment obligations to SWCB. Prior to any attempt to collect said judgment, SWCB, or its counsel, shall provide BRYDEN with written notice of their failure to timely make payment. No execution shall take place until five days have passed after providing such notice. In the event payment is received within said five day period, SWCB shall refrain from executing.

6. This Agreement and Covenant Not to Execute may not be changed orally and are binding upon any successors and assigns.

7. The terms of this Agreement and Covenant Not to Execute have been mutually agreed upon by SWCB and BRYDEN.

8. SWCB and BRYDEN acknowledge that they have reviewed this Agreement and Covenant Not to Execute, prior to signing, with legal counsel, that they have carefully read it, that they fully understand its final and binding effect, and that they have voluntarily signed with the full intent of performing their respective duties as set forth herein above.

SOUTHERN WASHINGTON COLLECTION BUREAU, INC., dba DIVERSIFIED CREDITORS SERVICE

BY:

Robin Adams
Robin Adams, General Manager

3/2/00
DATE

Donald J. Bryden
Donald J. Bryden

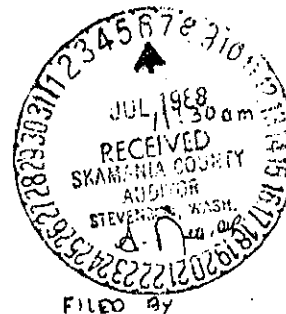
12-23-99
DATE

Judith L. Bryden
Judith L. Bryden

12-22-99
DATE



FILED FOR RECORD AT REQUEST OF



SKAMANIA CO. TITLE

WHEN RECORDED RETURN TO:

Name: _____

Address

City, State, Zip

SK-14895/ES-626

02-05-34-2-0-0300-00

LPB-44

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -
WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS
CONTRACT.

REAL ESTATE CONTRACT
(RESIDENTIAL SHORT FORM)

I. PARTIES AND DATE. This Contract is entered into on JULY 6TH, 1988

between BARBARA HELENE CODY, WHO TOOK TITLE AS BARBARA HELENE IBEN AND WILLIAM C.

CODY, HER HUSBAND _____ as "Selmer" and

DONALD J. BRYDEN AND GIGI L. BRYDEN, HUSBAND AND WIFE as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in SKAMANIA County, State of Washington:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, LYING WESTERLY OF THE WASHOUGAL RIVER EXCEPTING THEREFROM THE WEST 110 FEET OF THE NORTH 160 FEET THEREOF AND FURTHER EXCEPTING THE SOUTH 225 FEET THEREOF AND FURTHER EXCEPTING ANY PORTION THEREOF LYING WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF WASHOUGAL RIVER ROAD.

THE HUSBAND OF BARBARA HELENE CODY JOINS IN THIS CONTRACT SOLELY TO RELEASE HIS COMMUNITY INTEREST, IF ANY, IN THIS PROPERTY.

3. **PERSONAL PROPERTY.** Personal property, if any, included in the sale is as follows:

12110

REAL ESTATE EXCISE TAX

JUL 5 1989

PAID 282.10

No part of the purchase price is attributed to personal property.

4. (a) **PRICE.** Buyer agrees to pay:

\$ 21,500.00

Total Price

Less (S 4,300.00

Down Payment

Less (S 17,000.00

Assumed Obligation (s)

Results in \$ 17,200.00

Amount Financed by Seller.

(b) **ASSUMED OBLIGATIONS.** Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain _____ dated _____ recorded as _____

AF# _____ Seller warrants the unpaid balance of said obligation is

S _____, which is payable **S** _____ on or before _____.

the _____ day of _____ 19____ interest at the rate of _____

% per annum on the declining balance thereof; and a like amount on or before the

day of each and every _____ thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date

By: DM Parcel # 2-5-34-2 - 300

DOC # 2005156528
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