## WRITTEN SEPARATION CONTRACT

Pursuant to RCW 26.09.070, ROBERT L. BROUGHTON (husband) and THELMA BROUGHTON (wife) enter into this Written Separation Contract.

In consideration of the mutual covenants herein, the parties agree:

- 1. Wife hereby receives all of the right, title and interest of the parties in the property listed in Schedule IA, attached hereto and incorporated herein by reference.
- 2. Husband hereby receives all of the right, title and interest of the parties in the property listed in Schedule IB, attached hereto and incorporated herein by reference.
  - 3. No children have been born as issue of this marriage.
- This entitlement is a result of the fact that the parties have been married thirty years. The husband has been employed steadily throughout the marriage, and the wife has not been employed since 1970, and has developed no particular skills for employment. It is the parties' desire, and they do agree, that the husband shall pay to the wife, as maintenance, on or before the first day of each month, commencing with the month of September, 1983, the sum of \$600.00 per month. This sum shall be paid until the wife remarries or dies. These provisions regarding maintenance are non-modifiable by the Court without the consent of both parties.
- 5. Each party shall assume the responsibility for and hold the other party harmless from any and all debts incurred by that party subsequent to the date of separation, which is July 1, 1983.

There are no known community debts, other than debts which may exist against property being awarded to each party. Each party shall assume responsibility for and hold the other

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party harmless from any and all debts owing on property being awarded to that party.

- 6. Because of the length of the marriage, it is antic pated that each party may have accrued social security benefits. Each party shall receive his or her entire social security benefits if and when they become due and payable.
- 7. All previous wills, contracts, or community property agreements between the parties are hereby revoked.
- 8. This agreement shall operate as a conveyance by wife to husband of the enumerated items in Schedule IB, and henceforth such items shall be the sole and separate property of the husband.

This agreement shall operate as a conveyance by husband to wife of the enumerated items in Schedule IA, and henceforth such items shall be the sole and separate property of wife.

The purpose of this paragraph is to make it clear that the community property of the parties has been reclassified by them by this agreement, into the separate property of each.

- 9. All earnings or property acquired by a party after the date of this contract shall be the separate property of the party acquiring the earnings or property.
- 10. This agreement is to be construed according to the laws of the State of Washington.
- 11. The wife has commenced an action in the Superior Court of Skamania County, Washington, seeking to dissolve the marriage of the parties. This agreement shall be incorporated into the Decree of Dissolution.
- 12. The parties have discussed this contract between themselves and any advisors each of them may have wished to consult. Both parties are aware that this agreement constitutes a legal contract, 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. This agreement is intended by the parties to be a full, final and complete statement and settlement of all rights existing between the parties.

13. In the event it shall be reasonable or desirable to execute any other documents or papers to effectuate this agreement, each party shall sign the same.

14. In the event of litigation to enforce or interpret any terms, provision or condition of this contract, whether in an action relating to dissolution (including post-decree proceedings such as modification or appeal) or a separate proceeding, the prevailing party shall be awarded court costs and reasonable attorney's fees.

15. Both parties shall execute any documents, and/or consent to the inclusion in their Decree of Dissolution, any language required by California State Law or any other law, necessary to provide and ensure that the wife does remain as beneficiary on the retirement plan, should California law allow her to do so.

The parties agree that they will execute any documents or consent to the inclusion in their Decree of Dissolution, any language allowed and/or required by federal law or any other law, which would insure the receipt of these commissary and/or health benefits by the wife.

It is the parties, intent that any benefits provided to a former spouse under the Coast Guard Retirement Plan be afforded to the wife, and that the parties shall cooperate in all respects in signing documents necessary to allow the wife to receive these benefits.

16. As additional maintenance and to the extent provided by law, the husband shall maintain the wife on his health insurance plan available through his employment, and shall pay the premiums for wife's coverage on that plan.

17. Should either party request the marriage be dissofved, the wife shall receive back her former name of THELMA THOMPSON.

18. Each party shall fully cooperate in executing all documents of whatever kind, source or nature, and shall consent to the inclusion in their Decree of Dissolution any language necessary to effectuate any portion of this Written Separation Contract.

AUGUST 24,1483 DATED

Broughton Broughton

TATE OF WASHINGTON

: SS.

CECOUNTY OF CLARK

On this day personally appeared before me ROBERT L. BROUGHTON, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and off cial seal this Ly day of

, 1983. 1106050

> in and for the State of Washington; residing at Vancouver

STATE OF WASHINGTON

COUNTY OF CLARK

On this day personally appeared before me THELMA BROUGHTON, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that OTARY she signed the same as her free and voluntary act and deed for PUBLICATE Durposes therein mentioned.

WRITTEN SEPARATION CONTRACT

HORENSTEIN, WYNNE, FERGUSON & STOUMBOS ATTORNEYS AT LAW 1220 MAIN ST. . SUITE 300 P.O. BOX 694 VANCOUVER, WASHINGTON 98666 (206) 6<del>99</del>-4771

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GIVEN under my hand and official seal this 24 day of

·M605/ 1983.

NOTARY PUBLIC in and for the State of Washington; residing at Vancouver

## SCHEDULE I

The parties have extensively negotiated a property settlement between themselves. They have attempted, and have succeeded in providing for an equal division of all property acquired by the parties during the marriage. Pursuant to that equal division, the respective parties shall receive the following property:

## A. Wife shall receive:

- 1. All of the parties' right, title and interest in and to the collection account at the Alameda Coast Guard Credit Union, Account No. 540-20-3513, including the right to receive all payments being paid into that account, and all amounts presently in that account.
- 2. All of the parties' right, title and interest in and to the proceeds in the Riverview Savings Association Account No. 3901-788, which contains in excess of \$10,000 as a certificate of deposit.
- 3. All of the parties right title and interest in and to the family home located in North Bonneville, Washington, the legal description for which is marked Exhibit, "A", and which is attached hereto and incorporated herein by reference.
- 4. All of the parties' right, title and interest in and to the vacant land owned in Skamania County, Washington, the legal description for which is marked Exhibit "B", and which is attached hereto and incorporated herein by reference.
  - 5. The 1978 Buick Regal automobile.
  - 6. The Sony television.
- 7. All household goods and furnishings and personal effects and belongings currently in the possession of the wife and located at the family home described in Exhibit "A", with the exception of all shop tools, rototiller and wench, to be awarded to the husband.
  - 8. All of the parties' crystal.
- 9. The wife's personal and single account at Columbia Gorge Bank, bearing Account No. 14829-1-119.

10. All of the parties' right, title and interest in and to the Metro Life Insurance policies, one being in the face amount of \$1,000, and one in the face amount of \$1,800.

## B. Husband shall receive:

- 1. All of his personal effects and belongings, and all of the shop tools, the wench and rototiller, presently located at the family home, described in Exhibit "A".
  - 2. The 1972 Jeep Comando automobile
  - 3. The 1966 Ford F-100 pickup truck.
- 4. All of the parties' right, title and interest in and to the IRA account in the Coast Guard Credit Union, bearing Account No. 540203513-9, and the IRA with Union Mutual, subject to naming the wife as beneficiary on said accounts, for the purpose of payment to her of benefits under the plans upon husband's death.
- All of the parties' right, title and interest in and to the retirement account through the Public Employees' Retirement System with the State of California, bearing Account No. 1-01-0146144. Provided, however, the wife shall remain as beneficiary on the retirement plan for the purposes of receipt of any death benefits, if the plan allows her to remain as beneficiary.
- 5. All of the parties' right, title and interest in and to the parties' joint checking account at Columbia Gorge Bank, and any and all checking solely in the name of the husband at the Bank.
- All of the parties' right, title and interest in his retirement benefits through the United States Coast Guard. Provided, however, the wife shall be entitled to any commissary and/or health benefits allowed to her by federal law as a legally separated and/or divorced spouse of a military person.

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the following described real estate, situated in the County of Skamania State of Washington, together with all after acquired title of the grantor(s) therein:

Eot 18, Block 10, Third Addition to the Plats of Relocated North Bonneville. Block 10 recorded in Book B of Plats, Pages 34 and 35, under Skamania County File No. 85402, Records of Skamania County, Washington.



No 6 3346

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Exhibit BA

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the following described real estate, situated in the County of Skamania,
State of Washington, together with all after acquired title of the grantor(s) therein:

Lots 4 & 5, Block 10, Third Addition to the Plats of Relocated North Bonneville. Block 10 recorded in Book B of Plats, Pages 34 and 35, under Skamania County File No. 85402, Records of Skamania County, Washington.



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Exhibit B

b division ordinances.