

WRITTEN SEPARATION CONTRACT

Pursuant to RCW 26.09.070, CLIFFORD K. CLAXTON (husband) and MARTHA D. CLAXTON (wife) enter into this Written Separation Contract.

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

1. CLIFFORD K. CLAXTON hereby receives all of the right, title and interest of the parties in the following property:

a. His personal effects and belongings.
b. All right, title and interest in the business known as Steamatic, Inc., Northwest (other than that awarded in paragraph 2e below), subject to any indebtedness attributable thereto, which he shall assume and pay. The duty to pay includes the duty to indemnify and hold harmless the wife from any such liability.

c. All right, title and interest in the business known as Northwest Reconstruction, Inc., subject to any indebtedness attributable thereto, which he shall assume and pay. The duty to pay includes the duty to indemnify and hold harmless the wife from any such liability.

d. All right, title and interest in the property located at Milepost .041R, Skamania Landing Road, in Skamania County, Washington, more particularly described in the attached Exhibit "A", incorporated herein by reference.

2. MARTHA D. CLAXTON hereby receives all of the right, title and interest of the parties in the following property:

a. Personal effects and belongings of wife and those of her minor child.

b. Household goods and furnishings in her possession, including but not limited to those in the family home.

c. Family home located at 8006 N.W. 15th Avenue, Vancouver, Clark County, Washington, more particularly described as follows:

WRITTEN SEPARATION CONTRACT -



Lot 6, Westgate #5, as recorded in Plat "G", page 649, records of Clark County.

d. 1983 Chevrolet, Washington license no. EZS 427.

e. Five (5) shares of stock in Steamatic, Inc., Northwest previously issued in wife's name.

3. This agreement shall operate as a conveyance by wife to husband of the enumerated items in paragraph 1 above, and henceforth such items shall be the sole and separate property of CLIFFORD K. CLAXTON.

This agreement shall operate as a conveyance by husband to wife of the enumerated items in paragraph 2 above, and henceforth such items shall be the sole and separate property of MARTHA D. CLAXTON.

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.

4. Each party receives any and all employment and/or retirement benefits of any kind and nature, acquired through that party's employment at any time and place, including Social Security benefits; provided that it is anticipated that wife has become entitled to Social Security benefits through her marriage to husband for 10 years, and this agreement is not intended to have any effect upon her entitlement to those benefits.

5. There have been no children born as issue of this marriage. The wife is not pregnant.

6. Commencing on March 1, 1985, and continuing on the same day each and every month thereafter, husband will pay to wife, as maintenance, the following sums:

a. A monthly amount equal to the car payment due General Motors Acceptance Corporation for the purchase of wife's 1983 Chevrolet car, until such car is paid in full.

b. A monthly amount equal to the mortgage payment due Peoples Mortgage (including penalty and interest) on Loan No.

5905849 on the family home at 8906 N.W. 15th Avenue, Vancouver, Washington.

(1) Said sum shall include any "balloon payments" due on said mortgage, or any payoff of principle and interest resulting from the refinancing or sale of the home, or any other event which triggers payoff of the principal balance owing to Peoples.

(2) Said amount shall be adjusted in the same amount and at the same time as payment to Peoples is adjusted by the bank.

c. Husband shall pay to wife a sum equal to the amount by which wife's federal income tax for each year in which maintenance is paid, calculated to include the maintenance payments for that year, exceeds the amount of such tax calculated without including said amount. Payment shall be made five (5) days after husband has been furnished a copy of the income tax return of the wife for that year.

d. To secure the payment, husband will name wife upon his life insurance policy with Aetna Life to the extent of the unpaid maintenance. Maintenance shall terminate upon the death of either party. If husband becomes deceased, wife will receive said insurance proceeds to the extent of unpaid maintenance. Maintenance shall not terminate upon the remarriage of either party.

e. Pursuant to the provisions of RCW 26.09.070, the parties agree that the maintenance agreement may not be modified by the court, or otherwise, without their mutual consent.

f. Pursuant to RCW 26.09.070(7), the terms of maintenance set forth in this agreement may not be modified in any manner without the express written consent of both parties. In no event shall any court have jurisdiction to modify the maintenance provisions contained herein without the mutual consent of both parties.

Likewise, the parties wish to avail themselves

of the provisions of RCW 26.09.070(7), and agree that maintenance shall not be terminated by the death of either party, or by the remarriage of wife.

g. To secure payment of the maintenance obligation provided for herein, husband agrees that the policy of insurance upon his life below named shall be pledged to wife by naming her as beneficiary thereon to the extent that the maintenance obligation shall remain. In the alternative, husband may substitute a term life insurance policy, or a policy which will make the monthly payments. Any such policy shall be in a form satisfactory to wife, who shall be entitled to examine the policy from time to time, and to determine the current status of premiums. No such policy may be sold, assigned, hypothecated or in any way impaired, nor a new beneficiary be named, nor may any loan be obtained upon the policy, to an extent that the proceeds of the policy will be insufficient to pay wife the maintenance required herein. Wife shall be entitled to pay premiums upon the policy from time to time if it appears desirable to her to protect her interests, and if she does so husband shall repay her the premium amount within thirty (30) days, plus a \$25 penalty.

The policy:

<u>Name of Company</u>	<u>Policy Number</u>	<u>Face Amount</u>
Aetna Life		\$50,000.00

7. Husband shall pay all community debts incurred prior to January 3, 1985. Each party shall pay any indebtedness owed upon property being received by that party. Each party shall pay any and all indebtedness incurred by that party after January 3, 1985. The duty to pay a debt includes the duty to indemnify and hold the other party free and harmless therefrom.

3. In reference to any schedules referred to in this agreement, and attached hereto, the schedules are incorporated into and are a part of this agreement as if specifically set forth.

9. All previous wills, contracts or community property agreements between the parties are hereby revoked.

10. 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.

11. This agreement is to be construed according to the laws of the State of Washington.

12. The parties have commenced an action in the Superior Court of Clark County, Washington, Cause No. 34 3 02069 2, seeking to dissolve the marriage of the parties. This agreement shall be incorporated into the Decree of Dissolution.

13. The parties have discussed this contract between themselves and any advisers 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 a 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.

14. 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.

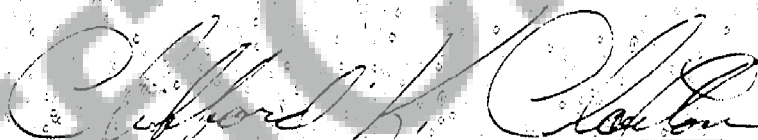
15. In the event of litigation to enforce any terms, provisions or conditions of this contract, whether in an action relating to dissolution (including post-decree proceedings such as modification or appeal), or in a separate proceeding, the prevailing party may be awarded reasonable attorney fees.

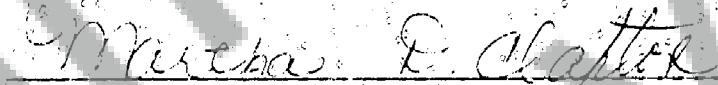
16. Husband shall indemnify and hold wife harmless from any and all federal and local tax liabilities, including penalties and interest thereon, for the year 1934 and all prior years of the marriage. Husband shall reimburse wife for all accountant fees, attorney fees, and other fees paid by wife in connection with any tax liabilities, penalties and interest described above.

In the event the division of property contained in this Written Separation Contract is held to be a taxable event and wife suffers any tax liabilities therefrom, husband shall reimburse, indemnify and hold harmless wife for such liabilities, including any penalties and interest thereon. This shall include reimbursement for all fees paid by wife, including attorney fees, accountant fees, and any other fees resulting therefrom.

17. Husband agrees to pay any attorney fees and costs incurred by wife in connection with the drafting of this agreement or in connection with the action for dissolution of marriage previously filed by the parties.

DATED this 20 day of March, 1935.


CLIFFORD K. CLAXTON


MARTHA D. CLAXTON

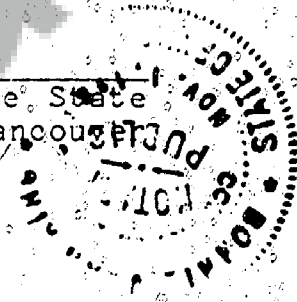
Duplicate Original

STATE OF WASHINGTON)
:ss
COUNTY OF CLARK)

On this day personally appeared before me CLIFFORD K. CLAXTON, to me known to be the individual described in and who executed the within and foregoing Written Separation Contract, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20 day of April, 1985.

Clifford K. Claxton
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver

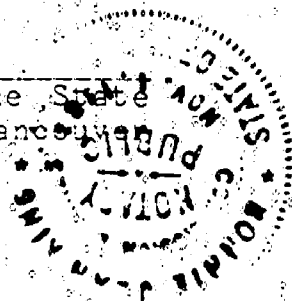


STATE OF WASHINGTON)
:ss
COUNTY OF CLARK)

On this day personally appeared before me MARTHA D. CLAXTON, to me known to be the individual described in and who executed the within and foregoing Written Separation Contract, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20 day of April, 1985.

Martha D. Claxton
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver



THE EAST 100 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND LOCATED IN GOVERNMENT LOT 1 OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN;

BEGINNING AT A POINT ON THE WEST LINE OF THE SAID GOVERNMENT LOT 1 MARKED BY THE NORTHEAST CORNER OF GOVERNMENT LOT 2 OF SECTION 34 AFORESAID; THENCE SOUTH 313 FEET; THENCE NORTH 79° EAST 142 FEET; THENCE NORTH 313 FEET; THENCE SOUTH 79° WEST 142 FEET TO THE POINT OF BEGINNING; TOGETHER WITH ALL REAL PROPERTY LYING SOUTH OF SAID TRACT AND WITHIN THE EASTERLY AND WESTERLY LINES OF SAID TRACT EXTENDED SOUTHERLY TO THE MEANDER LINE OF THE COLUMBIA RIVER, AND SHORELANDS OF THE SECOND CLASS CONVEYED TO THE STATE OF WASHINGTON AND FRONTING AND ABUTTING UPON SAID REAL PROPERTY.

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY FOR A PRIVATE ROAD 12 FEET IN WIDTH ADJACENT TO THE ABOVE DESCRIBED TRACT ON THE WEST AS MORE PARTICULARLY DESCRIBED IN DEED DATED FEBRUARY 12, 1969, AND RECORDED FEBRUARY 13, 1969, AT PAGE 176 OF BOOK 60 OF DEEDS, UNDER AUDITOR'S FILE NO. 70792, RECORDS OF SKAGANAWA COUNTY, WASHINGTON.

BY THAT THE WITHIN

INSTRUMENT OF DEEDING FILED BY

Ken Clapp

6-21-73 3:28 11th Portland 66 97512

6-25-73 3:28 11th

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284