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SKAMANIA CO. WASH  
BY LANDERVOLM  
MEMOVICH & AL  
May 8 11 32 AM '86  
A. New, Dep.  
AUDITOR  
GARY M. OLSON

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BOOK 101 PAGE 91/1202

FILED  
AT THE REQUEST OF:

Lander  
Memovich  
P 3: 04 et al

AFFIDAVIT IN SUPPORT OF  
COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON )  
County of Clark ) :ss

JoANNE WELLMAN, being first duly sworn on oath, deposes  
and states:

1. This Affidavit is for the purpose of supplying  
information for record pertaining to that certain Community  
Property Agreement executed by RAYMOND L. WELLMAN, SR. and  
JoANNE WELLMAN, husband and wife, which Agreement was dated  
January 26, 1976, and is attached hereto as Exhibit "A".

2. Raymond L. Wellman, Sr. died on October 4, 1985  
in Vancouver, Clark County, Washington.

3. The parties to the Community Property Agreement  
referred to above entered into no subsequent Wills or Agreements  
which would have the effect of abrogating or nullifying the  
above-mentioned Community Property Agreement.

4. The decedent left no separate estate.

5. All community obligations together with funeral  
expenses and expense of the last illness have been paid.

AFFIDAVIT IN SUPPORT OF  
COMMUNITY PROPERTY AGREEMENT - 1

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6. The decedent was survived by the following persons:

JoAnne Wellman	Wife
Linda Rae Burns	Daughter
Ray Wellman, Jr.	Son
Fred Wellman	Son
RaeAnn Kaufman	Step-daughter

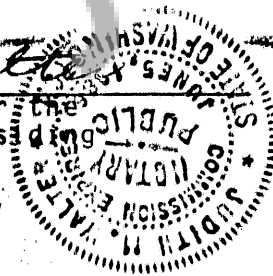
7. The fair market value of the real property owned by the decedent and surviving spouse is \$175,000 as of the date of death. The legal descriptions are attached hereto as Exhibit "B".

DATED this 9<sup>th</sup> day of April, 1986.

JoAnne Wellman  
JOANNE WELLMAN

SUBSCRIBED and SWORN to before me this 9<sup>th</sup> day of April, 1986.

Judith M. Walter  
Notary Public in and for the  
State of Washington, residing  
in Vancouver.



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AFFIDAVIT IN SUPPORT OF  
COMMUNITY PROPERTY AGREEMENT - 2

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"Exhibit A"

## COMMUNITY PROPERTY AGREEMENT

This AGREEMENT is executed between RAYMOND L. WELLMAN, SR. and JOANNE WELLMAN, husband and wife, residing at Vancouver, Washington:

## 1. DECLARATIONS

1.1 Marital Status. The parties hereto are husband and wife, and are residents of the State of Washington.

1.2 Children. The parties have no children as a result of this marriage. Raymond L. Wellman, Sr. has three children as a result of a previous marriage, namely: Raymond Lambert Wellman, born September 6, 1944; Linda Rae Burns, born December 17, 1945; and Frederick Wellman, born March 6, 1947. Raymond L. Wellman, Sr. has one stepdaughter, whose mother is deceased, namely: Paula O'Day, born December 3, 1950. Joanne Wellman has one child as a result of a previous marriage, namely: Rae Ann Bricker, born March 10, 1959.

## 2. CONSIDERATION

FOR AND IN CONSIDERATION of the love and affection they each bear toward the other, and in consideration of the mutual help each will be to the other in the future, and for the consideration of the commingling of their joint efforts and earnings and property, it is agreed as herein provided.

## 3. AMENDMENTS, ETC.

3.1 Amendments. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.

3.2 Effect of Divorce. Unless otherwise provided in the divorce decree or in the property settlement agreement, this agreement shall be revoked by any decree divorcing the spouses.

3.3 Effect of Incompetency. If, prior to the death

  
Initials

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Vancouver, Washington 98660  
(206) 696-3312

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of either spouse, a legal guardian is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection towards all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

3.4 Effect of Domicile Change. Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

#### 4. VESTING OWNERSHIP ON DEATH

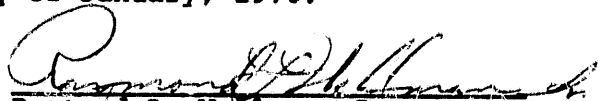
Upon the death of the first spouse, all community property shall become the sole and separate property of the surviving spouse. Immediately upon the death of the one spouse, the survivor shall have the full power to sell, will, or otherwise to dispose of all property subject to this Community Property Agreement.

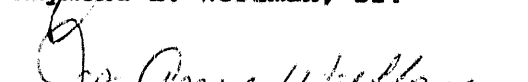
#### 5. COMMUNITY PROPERTY

All property, real or personal, now owned or hereafter acquired, whether separate or community, is hereby conveyed and converted into community property and hereafter shall be deemed community property for all purposes under the laws of the State of Washington.

DATED this 26<sup>th</sup> day of January, 1976.

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Raymond L. Wellman, Sr.

  
Joanne Wellman

  
Initials

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Broadway at Evergreen, Suite 400  
Vancouver, Washington 98660  
(206) 696-3312

STATE OF WASHINGTON )  
 ) ss  
 County of Clark )

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RAYMOND L. WELLMAN, SR. and JOANNE WELLMAN, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and each acknowledged to me that he severally signed said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 26<sup>th</sup> day of January, 1976.

*[Signature]*  
 Notary Public in and for the State  
 of Washington, residing at Vancouver.



*[Signature]*  
*[Signature]*  
 Initials

EXHIBIT "B"

1. Real property located at 204 51st St. Long Beach, Washington and legally described as:

Lots 5 and 6, Block 35, Pacific Seaview  
2nd Addition, records of Pacific County,  
Washington.

Assessed Value - \$26,100

2. A one-third interest in real property located in Stevenson, Washington and legally described as:

Lots 25, Block 6, records of Skamania County,  
Washington

Assessed Value - (1/3) \$10,000

3. Real property located at 1920 H St., Vancouver, Washington and legally described as:

Lot 11, Block 2, ARNADA PARK ADDITION to the  
City of Vancouver, Washington, according to  
the plat thereof, recorded in Book "B" of Plats,  
page 18, records of Clark County, Washington.

Assessed Value - \$25,000

4. Real property located at 1914 H St., Vancouver, Washington and legally described as:

Lot 12, Block 2, ARNADA PARK ADDITION to the  
City of Vancouver, Washington, according to  
the plat thereof, recorded in Book "B" of  
Plats, page 18, records of Clark County,  
Washington.

Assessed value - \$53,500

5. Real property located at 7553 Delaware Lane, Vancouver, Washington and legally described as:

Lot 6, Block 11, Lieser Crest 5, according  
to the plat thereof, recorded in Volume "F" of  
plats, Page 79, records of Clark County.

Assessed value - \$57,500