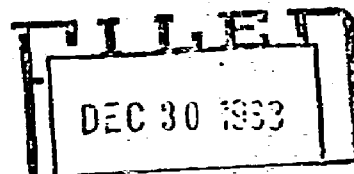


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BOOK 104 PAGE 924

SK-14462
02-05-19-0-0-0302-00
02-05-19-0-0-0303-00
Approved as to form and content
this 22nd day of September, 1983.



George J. Miller, Clerk, Clark Co.

David S. Kurtz
Of Attorneys for Respondent

SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In Re the Marriage of)

HENRY D. WILMES,)

Petitioner,)

and)

ALTHEA M. WILMES,)

Respondent.)

NO. 83-3-01038-9

SEPARATION AND PROPERTY
SETTLEMENT AGREEMENT

THIS AGREEMENT entered into this 22nd day of September, 1983,
by and between Henry D. Wilmes, hereinafter called husband,
and Althea M. Wilmes, hereinafter called wife.

RECITALS

A. The parties were married at Reno, Nevada, on June 9, 1975, and ever since then have been and now are husband and wife. The parties separated on May 20, 1983.

B. There are no children born of this marriage, and the wife is not pregnant.

C. A Petition for Dissolution of Marriage has been filed. The parties are living separate and apart. They desire to reach an agreement and settlement of their respective rights as to the division of their property and all other rights of property otherwise growing out of the marriage relationship existing between them, and to effect a complete settlement of any and all claims that either may have against the other.

D. Husband is represented in these proceedings by Dayann M. Liebman. Wife has chosen not to retain independent counsel for purposes of the dissolution proceedings, but acknowledges that she has been advised of her right to do

- 1 - SEPARATION AND PROPERTY
SETTLEMENT AGREEMENT

Lee, Thayer & Schaefermann
Law Office
900 N. 5th St.
Spokane, Washington 99201-2998
(509) 374-4500

RECORDER'S NOTE: NOT AN ORIGINAL DOCUMENT

Registered S
Index S
Filed S
Dated

213
351

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1 so, and that she has been advised to review this agreement
 2 with independent counsel prior to signing it. Each party
 3 acknowledges that he or she fully understands the agreement
 4 and its legal effect, and is signing the same freely and
 5 voluntarily.

6 NOW THEREFORE in consideration of the mutual promises and
 7 other good and valuable consideration hereby acknowledged,
 8 the parties hereto agree as follows:

9 PROPERTY DIVISION

10 The parties own certain real and personal property which
 11 shall be divided between them and shall become the sole and
 12 separate property of husband or wife, as described in Exhibits
 13 "A" and "B", attached hereto and by this reference incorporated
 14 herein.

15 INDEBTEDNESS

16 The parties have certain obligations for which respons-
 17 ibility for payment shall be divided as described on Exhibits
 18 "C" and "D", attached hereto and by this reference incorporated
 19 herein. Each party shall assume full responsibility for pay-
 20 ment of those debts assigned to him or her, and shall hold the
 21 other harmless therefrom. Each party shall be responsible for
 22 any debts incurred by him or her since the date of separation.

23 SIGNING OF DOCUMENTS

24 It is hereby agreed by both wife and husband that both
 25 parties will sign any and all papers, and will direct others
 26 to sign the same, as necessary to carry out the terms of this
 27 agreement.

28 WAIVER

29 Except as herein provided, both wife and husband do here-
 30 by forever waive, release and quit claim to the other all rights
 31 to homestead, inheritance, administration on the state of the
 32

other spouse, and all other property rights and claims which he or she now has or may hereafter have as husband, wife, widower, widow or otherwise by reason of the marital relationship now existing between the parties.

CONDITIONS

This agreement is binding upon the respective heirs, personal representatives and assigns of the parties hereto. If a dissolution is granted to either party, this agreement may be confirmed by the court as and for a full and complete settlement between the parties of their property and marital rights, and may be embodied in the Decree of Dissolution.

IN WITNESS THEREOF, the parties hereto have affixed their signatures.

Henry D. Wilmes
HENRY D. WILMES
Husband

Althea M. Wilmes
ALTHEA M. WILMES
Wife

STATE OF WASHINGTON)

County of Clark) ss:

On this day personally appeared before me Althea M. Wilmes to me known to be the individual described in and who executed the foregoing instrument, and acknowledged 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 27th day of June, 1983.
September

Barbara L. Totten
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver.
Camas

STATE OF WASHINGTON)

ss:

County of Clark)

On this day personally appeared before me Henry D. Wilmes to me known to be the individual described in and who executed the foregoing instrument, and acknowledged 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 21 day of June, 1983.

Carol A. Leeth
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

APR 23 10 13 AM '87

J. New Dep.
AUDITOR
GARY M. OLSON

EXHIBIT "A"

(Property to be awarded to Husband)

1. Any and all pension and Social Security Benefits presently in name of husband accrued through husband's past, present, and future employment.
2. All husband's personal clothing, jewelry, personal mementos and items of a personal nature.
3. All other personal property now in husband's possession.
4. The household furnishings, appliances, bedding and linen in husband's possession.
5. The automobile(s) described as follows: 1983 Plymouth and 1963 Ford pickup.
6. The following miscellaneous items: Hunting equipment, including guns and cabinet, tools printing equipment and supplies, tractor and accessories.
7. All right and interest of the parties arising under the Deed of Trust executed by John W. Lange and Nadine M. Lange, recorded with the Clark County Auditor on June 15, 1981, Auditor's File No. 8106150119, as well as the collection account for said interest presently held at Peoples Bank, Vancouver Mall Branch, Account No. 0631 00184.
8. All right and interest of the parties arising under the Deed of Trust executed by Rueben Silva, recorded with the Clark County Auditor on June 5, 1980, Auditor's File No. 806050105, as well as the collection account for said interest presently located at Peoples Bank, Vancouver Mall Branch, Account No. 0631 00242.

EXHIBIT "B"

(Property to be awarded to Wife)

1. Any and all pension and Social Security Benefits presently in name of wife accrued through wife's past, present and future employment.

2. All personal clothing, jewelry, personal mementos and items of a personal nature.

3. All other personal property now in Wife's possession.

4. The household furnishings, appliances, bedding and linen in wife's possession.

5. The automobile(s) described as follows: 1979 Volkswagen diesel Rabbit.

6. The following miscellaneous items: Rototiller, riding lawnmower dress shop equipment and inventory.

7. All right, title and interest of the parties in and to the real properties located in Washougal, Washington, more fully described below, as well as all interest of the parties in the mobile homes situated thereon:

The South 396 feet of the West half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the W. M.; Except any portion thereof, lying within the South 660 Feet of the West 1,320 feet of said Southwest quarter of the Northeast quarter of said Section 19; and Except a 60 foot easement for utilities and road purposes over and across the South 60 feet of the real estate herein described.

The West half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the W.M. Except the South 396 feet thereof;

EXHIBIT "C"

(Debts to be assumed by husband)

1. Chrysler Credit, car loan;
2. Veteran's Administration Federal Credit Union;
3. Bank Americard;
4. Master Charge, Seattle First;
5. Master Charge, City Bank;
6. Columbia Credit Union;
7. Print Right;
8. Apis Ready Mix
9. Sears;
10. Peterson

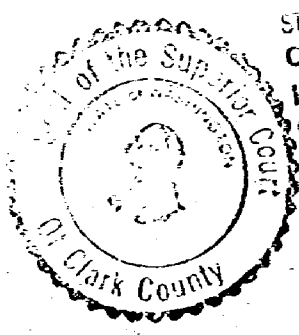
EXHIBIT "D"

(Debts to be assumed by wife)

1. Montgomery Ward;
2. Vancouver Furniture;
3. Peoples Bank;
4. Mobile Home and property improvement;

Unofficial Copy

STATE OF WASHINGTON }
COUNTY OF CLARK } ss.
I, JoAnne McBride, County Clerk and Clerk of the Superior
Court of Clark County, Washington, DO HEREBY CERTIFY
that this document, consisting of 10 page(s), is a
true and correct copy as the same now on file and of
record in the office of the County Clerk of Clark County, Washington.
I am the legal
custodian of the same.
Witness my hand and the seal of said County, Washington this date:
4-21-84
JoAnne McBride
County Clerk



Susa L. Baty Deputy