

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF SKAMANIA

OCT 2 5 39 AM '91

*E. Maynard*

In re the Marriage of

Teresa Lyn Gunn )  
\_\_\_\_\_)  
WIFE )  
\_\_\_\_\_)  
Ernest Herbert Gunn )  
\_\_\_\_\_)  
HUSBAND )

No. \_\_\_\_\_  
Separation and Property  
Settlement Agreement

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of October, 1991,  
by and between Teresa Lyn Gunn hereinafter called "wife" and Ernest Herbert  
Gunn hereinafter called "husband":

WITNESSETH:

The parties are husband and wife and have been so since the 27<sup>th</sup> day of  
December, 1988 when married at Vancouver Washington. No children have  
been born to this marriage. No children are presently contemplated and  
the wife is not pregnant at this time.

In consequence of disputes and irreconcilable differences, the parties  
separated on September 21, 1991 and from that day forth have been living  
apart. In view of their intention to continue to live apart for the  
foreseeable future, they desire to settle their respective property rights  
and agree on provisions for division of their properties and liabilities.

NOW, THEREFORE, in consideration of the mutual promises and agreements  
contained in this instrument, the parties agree as follows:

1. Separation: The parties shall at all times after the date of September  
21, 1991, continue to live separate and apart, free from interference from  
each other, and each party may reside at the place or places he or she  
may select.

2. Division of Personal Property: Husband and wife mutually agree that all  
of the following property will be the sole property of the husband, upon  
which the wife shall have no claim whatsoever from the date of this agreement:

Furniture and household goods, personal effects and personal property  
including a 1976 Mercury Capri sedan, and a 1988 Ford Ranger truck now in the  
possession or custody or under the control of the husband at husband's place  
of residence.

Husband and wife mutually agree that all of the following property will  
be the sole property of the wife, upon which the husband shall have no  
claim whatsoever from the date of this agreement:

Furniture and household goods, personal effects and personal property  
including a 1980 Subaru 4wd station wagon now in possession or custody  
or under the control of the wife at wife's place of residence.

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1 3.Division of Real Property:No real property is owned by husband or wife.

2 4.Payment of Debts and other Obligations:Husband agrees to continue to  
3 pay, and hold the wife harmless from any liability thereon, the following  
4 described debts and obligations:

5 CREDITOR	Approximate Balance
6 First Interstate Bank	\$12,600.00
7 Sears Charge	2,100.00
8 Sears ChargePlus	1,400.00
9 Vancouver Furniture	1,650.00
10 Associates Financial Services	3,400.00
11 J.C.Penney	750.00
12 Montgomery Ward	800.00
13 Meier&Frank (joint)	750.00
14 Meier&Frank	180.00
15 Les Schwab Tire Center	230.00
16 Seafirst Bank (VISA)	1,400.00
17 Citibank (VISA)	450.00
18 Fingerhut	45.00

19  
20 Wife hereby agrees to pay and hold the husband harmless from any liability  
21 thereon any debts or obligations incurred prior to the marriage.

22 5.Payment of Obligations After Date of Execution of this Agreement:The  
23 parties hereto agree that all obligations incurred by husband or wife after  
24 the date of execution of this agreement shall be his or her separate obligation  
25 and he or she will pay in full, when due, all such obligations and shall  
26 hold the other party harmless in the event of any liability resulting therefrom.

27 6.1991 Federal Income Tax Refund: The parties hereto agree that any tax  
28 refund resulting from payment of 1991 Federal Income Taxes shall be divided  
29 equally between husband and wife.

30 7.1991 Oregon Income Tax Refund:The parties agree that any tax refund  
31 resulting from payment of 1991 Oregon Income Tax shall be equally divided  
32 between husband and wife.

1       8. Income Tax Returns: It is understood and agreed that husband and wife  
2 will file a joint income tax return for any year that the law authorizes  
3 it and which may be affected by this agreement; and each party agrees to  
4 fully cooperate in the preparation and execution of any such joint income  
5 tax returns.

6       9. Maintenance: The parties hereto agree that neither the husband nor the  
7 wife shall seek or accept any form of maintenance payments from the other  
8 party, either directly or through a third party.

9       10. Representations: The parties represent to each other:

10       A. Each has made a full disclosure to the other of his or her current  
11 financial condition;

12       B. Each party understands and agrees that this agreement constitutes the  
13 entire contract of the parties. It supercedes all prior understandings or  
14 agreements between the parties upon the subject matters covered in this  
15 agreement.

16       C. The parties agree that this Separation and Property Settlement Agreement  
17 is fair and equitable at the time of its execution.

18       11. Dissolution of Marriage: In the event that both parties agree that a  
19 reconciliation has become impossible to achieve both parties agree to an  
20 uncontested dissolution of marriage, and each of the parties to this agreement  
21 agrees that he or she will make no prayer for any division of property,  
22 support or maintenance inconsistent with any of the terms of this agreement,  
23 and the other party shall not contest any terms of said dissolution of  
24 marriage which is consistent with this agreement.

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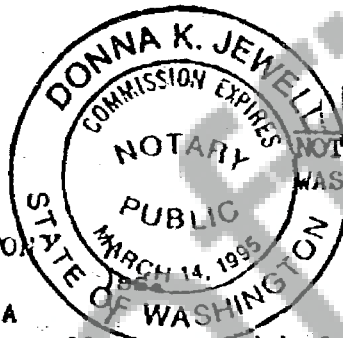
Teresa Lyn Gunn  
Teresa Lyn Gunn

Ernest Herbert Gunn  
Ernest Herbert Gunn

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me Teresa Lyn Gunn to me known to be the individual described in and who executed the foregoing Separation and Property Settlement Agreement, 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 2nd day of October, 1991

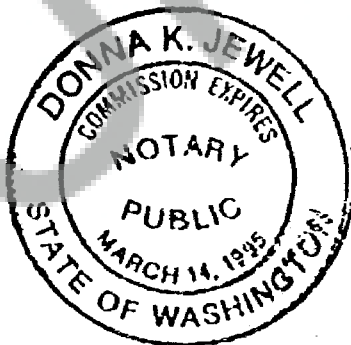


Donna K. Jewell  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, RESIDING AT Stevenson

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me Ernest Herbert Gunn to me known to be the individual described in and who executed the foregoing Separation and Property Settlement Agreement 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 2nd day of October, 1991



Donna K. Jewell  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, RESIDING AT Stevenson

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