

## DEED RECORD 27

SKAMANIA COUNTY, WASHINGTON

Filed for record June 20, 1938 at 10-00 a.m. by Grantee.

*Mabel J. Case*  
Skamania County, Clerk-Auditor

#26019

Chas. Kane to Hazel Kane

PROPERTY SETTLEMENT AGREEMENT

This agreement is made and executed in duplicate this 20th day of June 1938, by and between Charles Kane party of the first part sometimes hereinafter referred to as the husband, and Hazel Kane party of the second part sometimes hereinafter referred to as wife, both of Stevenson, Skamania County, Washington, witnesseth:

Whereas the parties hereto have been and now are husband and wife; and

Whereas in consequence of disputes and unhappy differences, the parties have separated and have agreed to live separate and apart during their natural lives; and

Whereas it is the mutual wish and desire of said parties that a full and final adjustment of all the property rights, interests, and claims be had, settled, and determined by said parties in this agreement.

Now, therefore, it is agreed that in consideration of the mutual promises, agreements, and covenants contained herein it is covenanted, agreed, and promised by each party hereto and with the other party hereto, as follows:

First: That, except as hereinafter specified, each party hereto is hereby released and absolved from any and all obligations and liabilities for the future acts and duties of the other, and that each of said parties hereby releases the other from any and all liabilities, debts, or obligations of any kind or character incurred by the other from and after this date, and from any and all claims and demands, including all claims of, of either party upon the other for support and maintenance as wife or husband or otherwise, it being understood that this instrument is intended to settle the rights of the parties hereto in all respects, except as hereinafter provided.

Second: That the husband hereby agrees to pay the wife \$1000.00 of which the sum of \$50.00 has this day been paid, the receipt whereof is hereby acknowledged by the wife, and the balance, being \$950.00 evidence by a promissory note of even date payable on or before five years after date, and the husband further agrees that in case he sells his ranch located in N. E.  $\frac{1}{4}$  of Section 25-3-7, at any time during the term of this agreement, then and in that event he shall so soon as sufficient funds come into his hands from such sale pay said note together with the interest due thereon, that any and all property acquired by either of the parties hereto from and after the date hereof, shall be the sole and separate property of the one so acquiring same, and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

Third: That each of said parties shall have an immediate right to dispose of or bequeath by will his or her respective interests in and to any and all property belonging to him or her from and after the date hereof, and that said right shall extend to all of the aforesaid future acquisitions of property as well as to all property set over to either of the parties hereto under this agreement.

Fourth: The said parties hereto each hereby waive any and all right to the estate of the other left at his or her death and forever quitclaim any and all right to share in the same of the other, by the laws of succession, and said parties hereby release one to the other all right to be administrator or administratrix or executor or executrix of the estate of the other and hereby release and waive all right to inherit under any will of