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## PROPERTY SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into between Bernice Shores, hereinafter referred to as the first party, and W. R. Shores, hereinafter referred to as the second party,

## WITNESSETH:

WHEREAS the parties to this agreement have acquired certain properties and they are now desirous of dividing the properties between them, so as to constitute the properties taken by each of them as their sole and separate property, it is therefore hereby agreed between the parties that the following property shall be set over to, and shall be considered to be the property of W. R. Shores, namely:

- A mortgage given by Loran Burgess and Nancy Burgess, husband and wife on the property generally known as Moffett Hot Springs property No. 2.
- 2. Property located in North Bonneville, Washington, known as Facto Cabins.
- Four (4) acres, excepted from the conveyance to Loran Burgess and Nancy Burgess, said property being and portion of the Moffett Springs property, upon which is located a Boy Scout building.
- A summer home located at Government Springs in JAN 10 1958 Skamania County, Washington.
- Cash Two Thousand (\$2,000.00) Dollars
- A second hand truck, formerly used about the grounds at Moffetts.

There shall be set over to Bernice Shores, referred to as the first party, the following properties:

- 1. The Washougal home now occupied by the parties, being the property that was traded in as part of the purchase price from Burgess to the parties in the purchase of Moffett Hot Springs property.
- Three lots at North Bonneville, Washington.
- A mortgage on Washougal property, known as the King mortgage.

- 4. The automobile owned by the parties, a 1957 Dodge.
- 5. The furniture located in the home at Washougal.
- 6. Cash in the sum of Six Thousand Five Hundred (\$6,500.00) Dollars.

It is further understood and agreed between the parties hereto, that the furniture owned by the parties is located in the home at Washougal and that the second party is to have an old dresser, a bed located upstairs with mattress, one chest of drawers, one Sunbeam electric toaster, one typewriter, a certain rug and some tapestry that the second party has had for a long time, and that the parties will, between themselves, divide the bedding, the linen, the sheets and towels.

It is understood and agreed between the parties that this is a general agreement and that it will be necessary in order to transfer the various properties, one to the other, that certain instruments by way of deeds and assignments will be made necessary to complete the title according to the opinions of the attorneys representing the respective parties, and each of the parties agree that they will execute the proper instruments, viz: that the first party will assign the mortgage on the Hot Springs property to the second party; that first party will convey by quit claim deed Facto Cabins, the four acres, and the summer home located at Government Springs. That the second party will convey by quit claim deed, the Washougal home, the three lots at North Bonnevillê, Washington and will assign the King mortgage on the Washougal property to the first party.

It is understood and agreed that the first party now has withdrawn from the bank account, a cashier's check in the sum of \$2,500.00, which money she shall retain and have the right to cash the check; and that there is \$6,000.00 in the Vancouver

First Federal Savings and Loan Association of Vancouver, that the second party has the passbook in his possession; that he will, as of the date of the signing of this agreement have that account changed so that \$2,000.00 is set aside to him with a separate passbook and \$4,000.00 shall be set over in the name of the first party with a separate passbook; and, in connection with this savings account, it is agreed between the parties hereto that there will have accumulated in this account interest to January 1st, 1958 in the sum of \$90.00; that the parties agree between themselves they will split this interest between them, each taking

It is further agreed between the parties that the family home at Washougal is now being occupied by the second party and he agrees to vacate the premises, pay up all of the utilities in connection with the home and deliver the house to the first party within thirty days from the date of this agreement, or sooner if he can do so.

It is further agreed that the second party may have the use of the car until January 1st, 1958, and that he will deliver the car at that time and sign the title thereto to the first party either at Washougal, Washington or Vancouver, Washington; the same to be in a good condition, as it now is, mileage not exceeding 7500 miles.

It is further agreed that if there is any money in the State Bank of Stevenson, Washington, it shall belong to the first party.

It is further agreed and understood between the parties hereto that in case it becomes necessary to bring any action for divorce or other proceedings concerning the marital status of parties, there will be no contest of such proceedings.

It is further agreed between the parties that neither will interfere with the life of the other and that in the division of the properties between them, they will do their best to not have any misunderstandings and both agree they will try to do their utmost to carry out the terms of this agreement amicably.

It is understood and agreed that the parties will make out a joint Federal Income Tax Return for the year 1957 and if there is a tax to pay, each will pay their one-half thereof.

Each of the parties agree with the other that the property having been divided between them, that there is no legal or moral responsibility on the part of either of them to contribute in any way toward the support of the other; and, the parties agree that this is a complete termination of their relationship heretofore existing, and that henceforth, all of the property that either may acquire shall be their sole and separate property.

The second party is to have the various mechanical tools that may be located in the home or in storage at the Springs, including one electric saw.

IN WITNESS WHEREOF the parties have hereto signed their names this May of December, 1957.

Bernice Shores.
First Party

Mi Ki Shores

STATE OF WASHINGTON) SS. COUNTY OF CLARK

THIS IS TO CERTIFY that before me, a Notary Public in and for the State of Washington, personally appeared Bernice Shores and W. R. Shores, who acknowledged to me that they signed the above and foregoing Property Settlement Agreement as their free and voluntary act and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day of December, 1957.

> Notary Public in and for the State of Washington residing

at Vancouver.