

119742

SATISFACTION OF NOTE AND MORTGAGE

BOOK 143 PAGE 863

JAMES GIPE on his own behalf and as successor in interest to his deceased spouse, NEOMI GIPE, hereby declares that the installment note executed November 1, 1978 between James Gipe and Neomi Gipe and John Lancaster and Fran Lancaster in the sum of Eighteen-Thousand and no/100 Dollars (\$18,000.00) payable at \$167.00 per month with an interest rate of nine and one-half (9 1/2%) percent per annum has been fully paid and satisfied. A copy of the note in question is attached to this satisfaction as Exhibit 1.

James Gipe, for himself and as successor in interest to his deceased spouse Neomi Gipe further declares that the mortgage of leasehold interest securing performance of the promissory note referred to is hereby satisfied, discharged and cancelled and shall from this moment forward be of no force and effect and the auditor of Skamania County, Washington or any other government agency charged with recording evidence of satisfaction of mortgages is hereby authorized to satisfy the mortgage referred to in the official records of any county where the mortgage has been recorded or creates an encumbrance against the leasehold interest described in the mortgage. A copy of the mortgage is attached to this satisfaction as Exhibit 2.

James Gipe for himself and as successor in interest to his deceased spouse Neomi Gipe further declares that the Assignment of Lease and Agreement for Collateral Purposes has been fulfilled and hereby reassigns all interest of every type whatsoever conveyed in the agreement referred to to JOHN LANCASTER and FRAN LANCASTER.

Neomi Gipe died on the 3rd day of November, 1993 and had executed a community property agreement dated April 13, 1966. Neomi Gipe executed her Last Will and Testament on the 18th day of August, 1976 and appointed therein James Gipe as her personal representative giving James Gipe the power to act without court intervention in the settlement of her estate. A

SATISFACTION OF NOTE AND MORTGAGE - 1

Registered	
Indexed, Dir	
Indirect	
Filed	
Mailed	

Glenda J. Kimmel, Skamania County Auditor
By: JLD Parcel # 96-0000-40
6-17-94

BOOK 143 PAGE 864

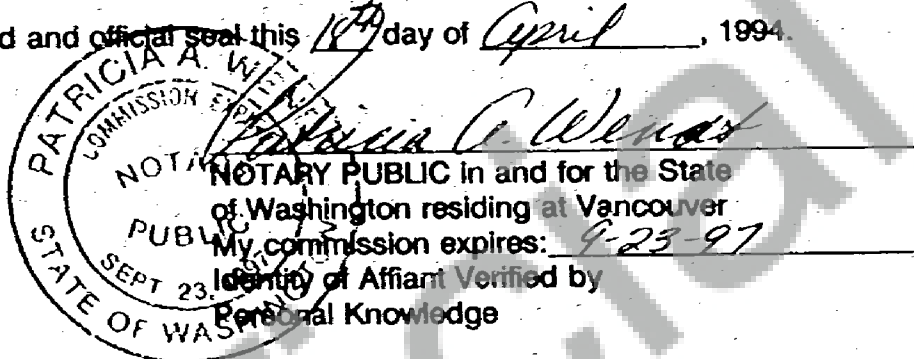
copy of the Community Property Agreement, death certificate of Neomi Gipe and Last Will and Testament of Neomi Gipe are attached to this satisfaction as Exhibits 3, 4 and 5.

James V Gipe
JAMES GIPE

STATE OF WASHINGTON)
County of Clark) ss

On this day personally appeared before me JAMES GIPE, to me known to be the individual described in and who executed the within and 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 17th day of April, 1994.



FILED FOR RECORD
SKAMANIA CO. WASH
BY Robert D. Mitchelson

JUN 17 2 31 PM '94

G. Olsson
AUDITOR
GARY M. OLSON

SATISFACTION OF NOTE AND MORTGAGE - 2

COPY

INSTALLMENT NOTE

BOOK 143 PAGE 865

\$18,000.00

Date: November 1, 1978

FOR VALUE RECEIVED, I promise to pay to the order of JAMES GIPE and NEOMI GIPE, husband and wife, the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00), in lawful money of the United States of America with interest thereon at the rate of nine and one-half percent (9-1/2%) per annum, from date until paid, payable in installments of One Hundred Sixty Seven and No/100 Dollars (\$167.00), per month, or more from which sum shall first be deducted interest due to the date of each installment, and the balance of each installment shall then be applied to the principal due and owing at the time of each monthly payment. The first payment will be due on the 10th day of December, 1978, and each successive payment shall be made on the 10th day of each month thereafter, until the entire balance is paid in full. If any of the installments provided for herein are not so paid, the whole sum of both principal and interest will become immediately due and collectable at the option of the holder hereof. And in case suit or action is instituted to collect this note or any portion, we promise to pay such additional sum as the Court may judge reasonable as attorney's fees in said suit or action.

This note is made, executed under and is to be construed by the laws of the State of Washington, and is secured by a

Page - 1 INSTALLMENT NOTE

EXHIBIT

1 /

BOOK 143 PAGE 866

leasehold mortgage, and has been executed in conjunction with assignment of lease providing for termination of promissor's leasehold interest in real estate, in the event of the failure of promissor to make payments called for herein.

DATED this 1 day of Nov., 1978.

John L. Lancaster
JOHN LANCASTER

Fran Lancaster
FRAN LANCASTER

87929

COPY

MORTGAGE OF LEASEHOLD INTEREST

THIS MORTGAGE made on the 1st day of November 1978, between JOHN LANCASTER and FRAN LANCASTER, husband and wife, of 2022 S.E. Larson Court, Hillsboro, Oregon, 97123, herein referred to as Mortgagor, and JAMES GIPE and NEOMI GIPE, husband and wife, Box 37, Northwoods Cabin Site, Cougar, Washington, 98616, herein referred to as Mortgagee, witnesseth:

BOOK ~~143~~ PAGE 867

Whereas, mortgagor is the assignee under a certain assignment of lease, dated the 1st day of November, 1978, under which there was assigned to mortgagor, all of the right, title and interest of mortgagee in the premises hereinafter mentioned and described, together with the appurtenances and improvements existing thereon; to have and to hold the same unto mortgagor, as lessee, and to his executors, administrators, and assigns, until October 31, 2025, or until subsequent assignment at option of mortgagor, said assignment being attached hereto as Exhibit "A" and incorporated herein by reference.

Whereas, mortgagor is justly indebted to mortgagee in the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00) lawful money of the United States, evidenced by a note dated the 1st day of November, 1978, conditioned on the payment of such sum as provided for in said note, with interest computed at the rate of nine and one-half percent (9 1/2%) per annum, as provided therein, and any future advances given mortgagor by mortgagee for the

Page 1 - MORTGAGE OF LEASEHOLD INTEREST

EXHIBIT

2

purpose of improvements to the real property described on Page 2 hereof.

It is expressly agreed that the whole of such principal sum shall become due at the option of mortgagee after default of the payment of any installment of interest or principal, or any taxes, assessments, or rents, as hereinafter provided.

It is further agreed that mortgagor, as additional security for the payment of such sum of money mentioned in the note, a copy of which is attached hereto as Exhibit "B", and interest thereon, and also for and in consideration of the sum of One and No/100 Dollar (\$1.00) paid by mortgagee, the receipt of which is acknowledged, does grant and release, assign, transfer, and set over unto mortgagee, his heirs and assigns forever, all of mortgagor's right, title and interest to the following described real property:

Cabin Site No. 40, of the North Woods as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East, W.M., Skamania County, Washington,

SUBJECT, however, to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

together with the appurtenances existing thereon at the time of the execution of this mortgage and all future improvements and appurtenances constructed thereon during the life of this mortgage, and all the estate and right of mortgagor in and to the premises under the above-mentioned lease.

Mortgagee is to have and to hold the lease and renewals, and the estate of lessee thereunder, for and during the remainder of the unexpired term thereunder, and any renewals

BOOK 143 PAGE 869

thereof; subject, however, to mortgagor performing the covenants, conditions and provisions in said lease, and for the payment of all rents called for thereunder.

Provided, that if mortgagor shall pay to mortgagee the sum of money mentioned in the note, a copy of which is attached hereto as Exhibit "B", and the interest thereon, at the time or times and in the manner mentioned in such note, then these presents and the estate hereby granted shall cease, determine and be void.

Mortgagor hereby covenants with mortgagee as follows:

1. Mortgagor will pay the indebtedness as provided in such note; and if default shall be made in the payment of any part thereof, mortgagee shall have the power to sell the leasehold interest hereinabove described according to law.

2. Mortgagor will keep the buildings on the leased premises insured against loss by fire, for the benefit of mortgagee, in a sum sufficient to cover the outstanding balance on the note, and shall provide mortgagee with a Certificate of Insurance showing mortgagee as an additional insured thereon and that mortgagee is entitled to notice of cancellation.

3. Mortgagor will pay the rents and other charges provided for and made payable in the lease within ten (10) days after such rent or charges are payable.

4. Mortgagor will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed on or assumed by him as lessee under the lease, and if mortgagor shall fail to do so, mortgagee may, at its

option, take any action mortgagee deems necessary or desirable to prevent or to cure any default by mortgagor in the performance of or compliance of any of mortgagor's covenants or obligations under the lease. Upon receipt by mortgagee from the lessor under the lease of any written notice of default by the lessee thereunder, mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof is questioned or denied by mortgagor or by any party on behalf of mortgagor. Mortgagor hereby expressly grants to mortgagee, and agrees that mortgagee shall have, the absolute and immediate right to enter in and on the encumbered premises or any part thereof to such extent and as often as mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by mortgagor. Mortgagee may pay and expend such sums of money as mortgagee in its sole discretion deems necessary for any such purpose, and mortgagor hereby agrees to pay to mortgagee, immediately and without demand, all such sums so paid on behalf of mortgagor and expended by mortgagee, together with interest thereon from the date of each such payment at the rate of twelve percent (12%) per annum. All sums so paid and expended by mortgagee and the interest thereon shall be added to and be secured by the lien of this mortgage.

5. Mortgagor will not surrender his leasehold interest and interest hereinabove described, nor terminate or cancel the lease, and will not without the express written consent

BOOK 143 PAGE 871

of mortgagee, sell, transfer, encumber, modify, change, supplement, alter or amend the lease either orally or in writing, and any such termination, cancellation, modification, change, supplement, alteration, or amendment of the lease without the prior written consent thereto by mortgagee shall be void and of no force and effect. As further security to mortgagee, mortgagor does hereby deposit with mortgagee his lessee's original of the lease and all amendments thereto or certified copy thereof, to be retained by mortgagee until all indebtedness secured hereby is fully paid.

6. No release or forbearance of any of mortgagor's obligations under the lease, pursuant to the lease or otherwise, shall release mortgagor from any of his obligations hereunder, including his obligations with respect to payment of rent as provided for in the lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the lease, to be kept, performed and complied with by the lessee therein.

7. Mortgagor further agrees that this mortgage is given for the purpose of covering future advances from mortgagee to mortgagor to the extent that future advances are for the purpose of costs associated with improvements placed on the real estate described on Page 2 of this agreement.

8. Unless mortgagee shall otherwise expressly consent in writing, the fee title to the property demised by the lease and the leasehold estate shall not merge, but shall always remain separate and distinct, notwithstanding the

Page 5 - MORTGAGE OF LEASEHOLD INTEREST

union of such estates either in the lessor or in the lessee, or in a third party by purchase or otherwise.

It is hereby expressly agreed that the whole of the principal sum and all accrued interest thereon shall become due at the option of the mortgagee after default in the payment of any installment or principal or interest, for thirty (30) days, or after default of the payment of any rent or other charge made payable by the lease for thirty (30) days, or after default in the payment of any tax or assessment for sixty (60) days after notice and demand by the holder hereof.

The word "mortgagor" shall be construed as if it is read "mortgagors", the word "mortgagee" shall be construed as if it read "mortgagees", and the masculine gender shall include the feminine or neuter, whenever the sense of this mortgage so requires.

Any decree of foreclosure of this mortgage shall include all costs, expenses, and fees, including reasonable attorney fees and costs of title search. In case such foreclosure should be settled before judgment is recorded therein, such costs, expenses and fees shall nevertheless be paid by mortgagor.

IN WITNESS WHEREOF, mortgagor has executed this mortgage at MITCHELSON & POYFAIR, Attorneys at Law, 10507 E. Mill Plain Blvd., Vancouver, Washington, the day and year first above written.

John L. Lancaster
JOHN LANCASTER

Fran Lancaster
FRAN LANCASTER

STATE OF WASHINGTON)
 COUNTY OF CLARK)
 SS

On this day personally appeared before me JOHN LANCASTER and FRAN LANCASTER, husband and wife, to me known to be the individuals who executed the foregoing instrument and acknowledged that they did the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL this 1st day of

November, 1978.

James D. Mitchell
 Notary Public in and for the
 State of Washington, residing
 at Vancouver.

87929

STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF EVIDENCE FILED BY

Mitchell & Co.

AT *Vancouver, WA*

ON *11-13-78*

AS RECORDED IN BOOK *56*

AT PAGE *100*

OFFICE OF SKAMANIA COUNTY, WASH.

John D. Addis
 COUNTY ALDITOR

J. W. Wachtel

REGISTERED	<i>J</i>
INDEXED: DIR.	<i>J</i>
INDIRECT:	<i>J</i>
RECORDED:	<i>X</i>
COMPARED	
FILED	<i>11-13-78</i>

COMMUNITY PROPERTY AGREEMENT

BOOK 143 PAGE 874

WHEREAS, JAMES V. GIPE and NEOMI A. GIPE, of Vancouver, Clark County, Washington, are husband and wife; and,

WHEREAS, said parties are the owners of certain property and desire that all property now owned or which may hereafter be acquired by said parties, or either of them, be their community property, and in the event of the death of either while the other survives that said property shall vest in and become the separate and individual property of the survivor.

NOW, THEREFORE, in consideration of the mutual benefits and conveyances herein contained, it is hereby agreed by said parties that all property now owned or which may hereafter be acquired in any manner by either of them is, or upon date of its acquisition shall become, their community property.

IT IS FURTHER AGREED that should said James V. Gipe die while survived by said Neomi A. Gipe all property of every kind or nature then owned by said parties shall vest in and become the separate and individual property of the said Neomi A. Gipe, and that should said Neomi A. Gipe die while survived by James V. Gipe all property of every kind or nature then owned by said parties shall vest in and become the separate and individual property of the said James V. Gipe.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 13th day of April, 1966.

James V. Gipe
Neomi A. Gipe

COPY




BOOK 143 PAGE 875

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me James V. Gipe and Neomi A. Gipe, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of April, 1966.


NOTARY PUBLIC in and for the
State of Washington, residing
at Vancouver, therein.

Unofficial Copy

STATE OF WASHINGTON DEPARTMENT OF HEALTH

33

LOCAL FILE NUMBER

CERTIFICATE OF DEATH

BOOK 146 PAGE 876

STATE FILE NUMBER

1. NAME Neomi Ann Gipe				2. SEX (M/F) Female		3. DEATH DATE (Mo Day Yr) November 3, 1993	
4. AGE LAST BIRTH DAY (Yr) 71		5. UNDER 1 YEAR MO. DAYS HRS. Mar 23, 1922		6. BIRTHPLACE (City, State or Foreign Country) Buda, Nebraska		7. WAS DECEASENT EVER IN U.S. ARMY OR NAVY? (Yes/No) No	
8. CITY, TOWN OR LOCATION OF DEATH Cougar				9. PLACE OF DEATH - BE BOX 1 OR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1. X HOME 2. IN TRANSPORT 3. IN LONG TERM PRN 4. HOSP 5. NUR HOME 6. OTHER PLACE Box 37 Northwoods			
10. MARITAL STATUS - Married Never Married Widowed Divorced (Specify)		11. SURVIVING SPOUSE (If wife give maiden name) James V. Gipe		12. SOCIAL SECURITY NO. 507-24-4303		13. DECEASENT'S EDUCATION (Specify only highest grade completed) Elementary Secondary (5-12) 12 College (13 or 14)	
14. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) Seamstress		15. KIND OF BUSINESS OR INDUSTRY Knitting Mills		16. Was Decedent of Hispanic origin or descent? (Specify Yes or No. If Yes specify Cuban Mexican Puerto Rican, etc.) (Yes/No) Specify No		17. RACE (Specify) White	
18. RESIDENCE - NUMBER AND STREET Box 37 Northwoods		19. CITY/TOWN OR LOCATION Cougar		20. INSIDE CITY LASTED? (Yes/No) No		21. COUNTY Skamania	
22. LENGTH OF RES. IN CO. 20 yr		23. STATE WA		24. ZIP CODE 98616			
25. FATHER'S NAME - FIRST, MIDDLE, LAST Benjamin Rice				26. MOTHER'S NAME - FIRST, MIDDLE, MAIDEN SURNAME Enid Parks			
27. INFORMANT - NAME James V. Gipe		28. MAILING ADDRESS - STREET OR RFD NO. CITY OR TOWN STATE ZIP Box 37 Northwoods Cougar, Washington 98616					
29. BURIAL CREMATION Burial (Specify) Burial		30. DATE (Mo Day Yr) 11/06/1993		31. CEMETERY/CREMATORY - NAME Mountain View Cemetery		32. LOCATION - CITY/TOWN STATE View, Washington	
33. FUNERAL DIRECTOR SIGNATURE <i>[Signature]</i>		34. NAME OF FACILITY Evergreen Staples Funeral Chapel		35. ADDRESS 4700 St. Johns Road Vancouver, Washington 98661			
36. TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN 36. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED SIGNATURE AND TITLE <i>[Signature]</i> M.D. 40. DATE SIGNED (Mo Day Yr) 11-5-93				37. TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER 41. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED SIGNATURE AND TITLE <i>[Signature]</i> 44. DATE SIGNED (Mo Day Yr) 2010			
42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Dr. David A. Pfaff, M.D. 2102 McLoughlin Blvd. Vancouver, WA 98661				43. HOUR OF DEATH (24 Hrs.) 3:00			
44. NAME AND ADDRESS OF CERTIFIER - PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Dr. David A. Pfaff, M.D. 2102 McLoughlin Blvd. Vancouver, WA 98661				45. HOUR OF DEATH (24 Hrs.) 3:00			
46. NAME AND ADDRESS OF CERTIFIER - PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Dr. David A. Pfaff, M.D. 2102 McLoughlin Blvd. Vancouver, WA 98661				47. HOUR OF DEATH (24 Hrs.) 3:00			
48. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH IMMEDIATE CAUSE (Final disease or condition resulting in death) METASTATIC CARCINOMA OF LUNG DO NOT ENTER THE MODE OF DEATH, SUCH AS CHOKING OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Separately list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST. A. DUE TO, OR AS A CONSEQUENCE OF B. DUE TO, OR AS A CONSEQUENCE OF C. DUE TO, OR AS A CONSEQUENCE OF D. DUE TO, OR AS A CONSEQUENCE OF				49. INTERVAL BETWEEN ONSET AND DEATH Mo INTERVAL BETWEEN ONSET AND DEATH INTERVAL BETWEEN ONSET AND DEATH INTERVAL BETWEEN ONSET AND DEATH			
50. OTHER SIGNIFICANT CONDITIONS - CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE CARCINOMA OF THE LUNG				51. AUTOPSY? (Yes/No) No			
52. ACC. SUICIDE, HOMICIDE, UNDET. OR PENDING INVEST. (Specify) No				53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes/No) No			
54. INJURY AT WORK? (Yes/No)		55. PLACE OF INJURY - AT HOME, FARM, STREET, FACTORY, BLDG, ETC. (Specify) No		56. HOUR OF INJURY (24 Hrs.)		57. DESCRIBE HOW INJURY OCCURRED	
58. RECORD AMENDMENT (Register use only) ITEM BACKGROUND REVISION REVIEWED BY DATE		59. RECORD SIGNATURE <i>[Signature]</i>		60. DATE Nov 8, 1993			

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-006 (Rev. 7/91) (Formerly DSHS 9-120)

DOH 01-003 (5/92)

COPY

LAST WILL AND TESTAMENT
OF
NEONI GIPE

KNOW ALL MEN BY THESE PRESENTS, that I, NEONI GIPE, of Cougar, Cowlitz County, Washington, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or the undue influence of any person whomsoever, do make, publish and declare this my Last Will and Testament, hereby revoking all other Wills and Codicils by me made.

FIRST: I hereby declare that I am a married woman. My husband's name is JAMES V. GIPE, and that we have one child, namely:

JAMES D. GIPE,

SECOND: I direct that my personal representative hereinafter named, pay all of my just bills and debts for which proper claims are filed against my estate and the expenses of my last illness and funeral be paid, as soon after my death as is practicable, provided that this direction shall not authorize any creditor to require payment of any debt or obligation prior to its maturity.

THIRD: All the rest, residue and remainder of my estate, of every kind and nature, wheresoever situated, whether real, personal or mixed, which I shall die seized and possessed, I give, devise and bequeath to my husband above-named, providing he survives me by 120 days.

In the event that my husband should predecease me or fail to survive me by 120 days, then I give, devise and bequeath all of my estate and property, which I shall die seized to my grandchildren; namely:

Neoni Gipe
Neoni Gipe

GIMI DENISE GIPE, born February 4, 1961;
GAYLA RENEE GIPE, born March 14, 1963; and
JAMES GREGORY GIPE, born February 10, 1968.

In the event that any of my grandchildren named in the above paragraph have not attained the age of twenty-one (21) years at the time of my death, then I give, devise and bequeath the residue and remainder of my estate to JAMES D. GIPE, my son, IN TRUST NEVERTHELESS, for the benefit of my grandchildren above named, and said Trustee shall not be required to post bond.

FOURTH: I hereby direct that the income and such part of the principal of said trust estate as shall be deemed necessary by the Trustee shall be used for the care, support, education and maintenance of said grandchildren. Education shall be construed to mean all costs of college or university and all costs of board and maintenance while attending such institutions of higher learning or college. In this respect, since I have great faith in the discretion of said Trustee, I hereby direct that any expenditures for health, care or education shall be valid and conclusive unless made capriciously or in bad faith.

At the time my grandchildren, GIMI DENISE GIPE, GAYLA RENEE GIPE and JAMES GREGORY GIPE, attain the age of twenty-one (21) years, I give, devise and bequeath all of the rest, residue and remainder of my trust estate to my grandchildren, and direct my said Trustee to distribute the remainder to them in equal shares. If any of the above-named grandchildren shall predecease me, fail to survive me by 120 days, or die before said trust estate is distributed, then his or her share shall pass equally to the children of that grandchild, if any; by right of represen-


Neomi Gipe

tation, if none to the survivors among my grandchildren equally.

FIFTH: In the event that JAMES D. GIPE is unable to act as Trustee, then I appoint my daughter-in-law, KLONDA E. GIPE to act as Trustee, upon the terms and conditions above set forth, and she shall not be required to post bond.

SIXTH: In the event that my husband, JAMES V. GIPE and I shall die under circumstances that it cannot be established that we died otherwise than simultaneously, it shall be presumed for all purposes of this Will that my husband survived me.

SEVENTH: I hereby appoint my husband, JAMES V. GIPE, as personal representative of my estate and expressly direct that he serve without intervention of any court except as may be required by the laws of the State of Washington in the case of non-intervention Wills, and to serve without bond. My personal representative shall have full power to sell, convey, rent, lease, or otherwise manage and dispose of all my estate and property, whether real, personal or mixed, without notice, confirmation or other formality or hinderance and at such price and on such terms as to him may seem just and proper.

In the event my husband shall predecease me or fail to qualify or fail to continue acting if so qualified, then I appoint my son, JAMES D. GIPE, to act as my personal representative with the same powers as hereinbefore mentioned and to serve without bond.

EIGHTH: I direct that anyone who institutes legal action to set aside this Will or contest the same, either legally or otherwise, directly or indirectly, shall receive nothing.

DATED this 18th day of August, 1976.

Neomi Gipe
Neomi Gipe, Testatrix

BOOK 143 PAGE 880

THIS IS TO CERTIFY that the foregoing instrument was signed by the Testatrix and was published and declared by her to be her Last Will and Testament in the presence of us, who at her request and in her presence and in the presence of each other, have attested the same and hereto affixed our signature.

Elizabeth Mitchell
Name

12213 S.E. 11th St.
Address

Van, Wn. 98004

Wilma Hinton
Name

12513 NE 16th Ave.
Address

Van, Wn. 98165

AFFIDAVIT OF WITNESS TO WILL

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

Robert D. Mitchell and Wilma Hinton,

being first duly sworn, each for himself, on oath depose and state:

I reside in Clark County, Washington, and I am of legal age. I knew Neomi Gipe on the 18th day of August 1976, the date of the instrument now shown to me, purporting to be the Last Will and Testament of Neomi Gipe. I am one of the subscribing witnesses to said instrument. Said instrument was signed and executed by Neomi Gipe at Clark County, Washington, on the date appearing thereon, in my presence and the said Neomi Gipe thereupon published said instrument as her Last Will and Testament declaring the same to be such, and requested me, in attestation thereof, to subscribe my name as a witness thereto. Thereupon, I then and there in the presence of said Testatrix, subscribed my name as a witness to such.

On the date of said instrument, and at the time of executing said instrument, the said Neomi Gipe was of legal age and was of sound and disposing mind, and was not acting under any duress, menace, fraud, undue influence or misrepresentation.

Robert D. Mitchell
Wilma Hinton

SUBSCRIBED and sworn to before me this 18th day of

August, 1976.

Opal R. Ireland
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver