

**REAL ESTATE EXCISE TAX**

Return To:  
Greg Call, P.C.  
1917 Main St.  
Vancouver, Wa.  
98660

24892  
MAY - 5 2005

PAID exempt  
Vicky Chelland, Deputy  
SKAMANIA COUNTY TREASURER

**AFFIDAVIT OF NON-PROBATE**

State of Washington )  
County of Clark :  
)

NORA LEASURE, having been duly sworn on oath, does hereby depose and state as follows:

1. I am the surviving spouse of RAY F. LEASURE (the "decedent"), who died intestate on February 18, 2005 in North Bonneville, Washington. A copy of the decedent's death certificate is attached hereto as Exhibit "A". The undersigned does not intend to probate the decedent's estate and is unaware of any other proceedings to probate his estate.

2. The value of the decedent's entire estate (both real and personal property, including his separate property and property of marital community he shared with the undersigned on the date of the decedent's death was approximately \$135,000.00, with all community property becoming the undersigned's separate property pursuant to Paragraph 3.1 of that certain prenuptial agreement between the decedent and the undersigned dated April 10, 2001, a copy of which is attached hereto as Exhibit "B". Community property shared by the decedent and the undersigned includes but is not limited to real property located in Skamania County, Washington at the address commonly known as 3206 Sunset Drive, North Bonneville, Washington. Said real property is legally described as follows:

Abbreviated Legal: Lot 6, Windsong Estates No. 2

Tax Parcel No.: 02-07-20-4-2-0406-00

Full Legal: Lot 6, WINDSONG ESTATES NO. 2, according to the Plat thereof, recorded in Book "B" of Plats, Page 105, records of Skamania, County, Washington.

Assessed Value:

Gary H. Martin, Skamania County Assessor  
\$160,000.00 Date 5-5-05 Parcel # 2-7-20-4-2-406  
GTM

3. Identified below are all known heirs at law of the decedent:

Nora Leasure	Spouse
Stewart Leasure	Son
Linora Smith	Daughter
Randy Leasure	Son

4. All obligations of the decedent and/or of his estate have been paid or will be provided for, including but not limited: all of the debts of the decedent, all of the expenses of the decedent's last illness, funeral and burial; promissory notes; installment contracts and mortgages; and the state and federal succession taxes upon the decedent's estate, if any are applicable, will be paid in full without exception.

5. The decedent's estate is subject to settlement according to the terms of the above referenced prenuptial agreement attached as Exhibit "B".

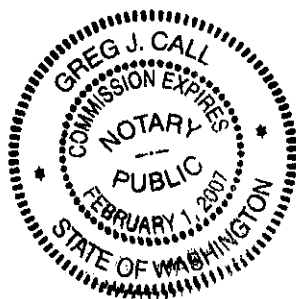
6. This affidavit is made to confirm the undersigned's claim to all community property shared by the decedent and the undersigned immediately prior to his death as her separate property and as an inducement for any lawful title company to insure real property according to the terms of any sale of real property owned by the decedent at the time of his death under such terms as such company may require.

Dated this 5<sup>th</sup> day of April, 2005.

Nora Leasure  
NORA LEASURE

State of Washington )  
County of Clark :  
)

On this 5 day of April, 2005, Nora Leasure, known to me, appeared personally before me and executed the foregoing as her free and voluntary act for the uses and purposes therein mentioned.



GREG J. CALL  
GREG J. CALL, Notary for Washington,  
residing at Vancouver. My appointment  
expires on February 1, 2007

# CERTIFICATION OF VITAL RECORD

TYPE OR  
PRINT IN  
PERMANENT  
BLACK INK  
(4)

H50746  
I.D. TAG NO.

## OREGON DEPARTMENT OF HUMAN SERVICES CENTER FOR HEALTH STATISTICS

### CERTIFICATE OF DEATH

136-

State File Number

1. \_\_\_\_\_  
2. \_\_\_\_\_  
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15. \_\_\_\_\_  
16. \_\_\_\_\_

1. DECEDENT'S NAME First: <b>Ray</b> Middle: <b>Fred</b> Last: <b>LEASURE</b>				2. SEX <b>M</b>		3. DATE OF DEATH (Month, Day, Year) <b>Feb. 18, 2005</b>	
4. SOCIAL SECURITY NUMBER [REDACTED]		5a. AGE-Last Birthday (Years) <b>80</b>		5b. Under 1 Year Mos. Days Hours Mins.		6. BIRTHPLACE (City and State or Foreign Country) <b>Des Moines, Iowa</b>	
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		9a. PLACE OF DEATH (Check one only) <input checked="" type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> OOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
9b. FACILITY NAME (If not an institution, give street and number.) <b>Providence Medical Center</b>				9c. CITY, TOWN, OR LOCATION OF DEATH <b>Portland</b>		9d. COUNTY OF DEATH <b>Multnomah</b>	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) <b>Produce Manager</b>		10b. KIND OF BUSINESS/INDUSTRY <b>Grocery</b>		11. MARITAL STATUS - Married, Never Married, Widowed, Divorced. (Specify) <b>Married</b>		12. SPOUSE (If Married, Widowed) <b>Nora Anderson</b>	
13a. RESIDENCE - STATE <b>Washington</b>		13b. COUNTY <b>Skamania</b>		13c. CITY, TOWN OR LOCATION <b>North-Bonneville</b>		13d. STREET AND NUMBER <b>3206 Sunset Drive</b>	
13e. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		13f. ZIP CODE <b>98639</b>		14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		15. RACE American Indian, Black, White, etc. (Specify) <b>White</b>	
17. DECEDENT'S NAME First Middle Last <b>Lee Leasure</b>		18. MOTHER'S NAME First Middle Last <b>Nora Williams</b>		19. INFORMANT'S NAME and relationship to deceased <b>Nora Leasure - Wife</b>			
20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Mausoleum <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <b>Lone Pine Cemetery</b>		20c. LOCATION (City or Town, State) <b>Long Beach, Washington</b>			
21a. SIGNATURE OF OREGON FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>		21b. OREGON LICENSE NO. <b>3487</b>		22. NAME, ADDRESS AND ZIP CODE OF FACILITY <b>Penttila's Chapel by The Sea PO Box 417, Long Beach, WA 98631</b>			
23. DATE FILED (Month, Day, Year) <b>MAR 15 2005</b>		24. REGISTRAR'S SIGNATURE <i>[Signature]</i>					
RESERVED FOR REGISTRAR'S USE							
TO BE COMPLETED BY CERTIFYING PHYSICIAN OR CLERK OF HEALTH DEPARTMENT							
27. TIME OF DEATH <b>2100</b>		28. WAS MEDICAL EXAMINER NOTIFIED? (The Medical Examiner MUST be notified for all injury and poisoning deaths.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		31a. TIME OF DEATH <b>M</b>		31b. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) <b>M</b>	
29. To the best of my knowledge, death occurred at the time, date, place, and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i>				32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place, and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i>			
30. DATE SIGNED (Month, Day, Year) <b>3/3/05</b>		33. DATE SIGNED (Month, Day, Year)		COUNTY			
34. NAME, TITLE, ADDRESS AND ZIP CODE OF CERTIFIER/MEDICAL EXAMINER (Type or Print) <b>Kenneth Donald Flona, M.D., 1935 NE Glisan, Suite #200, Portland, OR 97220</b>							
35. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)							
36. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c). Do not enter mode of dying (e.g., Cardiac or Respiratory Arrest).							
PART I (a) <b>Pneumonia</b>						Interval between onset and death	
(b) <b>GASTROINTESTINAL hemorrhage</b>						Interval between onset and death	
(c) <b>Divertericulosis</b>						Interval between onset and death	
PART II Conditions contributing to death but not resulting in the underlying cause given in PART I.							
40. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Suicide <input type="checkbox"/> Legal Intervention <input type="checkbox"/> Homicide		41a. DATE OF INJURY (Month, Day, Year)		41b. TIME OF INJURY <b>M</b>		41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
41d. DESCRIBE HOW INJURY OCCURRED		41e. PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)					
41f. LOCATION (Street and Number or Rural Route Number, City or Town, State)							
RESERVED FOR REGISTRAR'S USE							

CAUSE OF  
DEATH  
INSTRUCTIONS  
ARE ON  
REVERSE  
SIDE OF  
GREEN  
AND  
PINK COPY.

ORIGINAL-VITAL STATISTICS COPY  
THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY  
REGISTERED AT THE OFFICE OF THE MULTNOMAH COUNTY REGISTRAR.

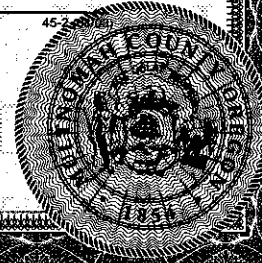
**MAR 15 2005**

DATE ISSUED: \_\_\_\_\_

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER.

*Lila Wickham RN MS*  
LILA WICKHAM, RN, MS  
COUNTY REGISTRAR  
MULTNOMAH COUNTY, OREGON

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LC# 200515197





**COPY**

**PRENUPTIAL PROPERTY AGREEMENT**

**Effective Date:**

April 10, 2001

**Parties:**

RAY LEASURE, hereinafter referred to as "Husband;"

NORA CAMERON, hereinafter referred to as "Wife."

**RECITALS:**

A. RAY LEASURE and NORA CAMERON are intending to marry in the near future because of the love and affection they share for each other and with no intent that one shall become financially dependent upon the income or resources of the other. Each of them are the owners of certain assets and property described in this agreement which they will bring to this marriage as their separate property or which they may convert to community property subject to the terms of this Agreement;

B. The parties desire to define the status of their property as it presently exists and provide for clear rules and guidelines with regard to the subsequent purchase of property; and

C. The parties desire to describe the distribution of property they now own, or shall hereafter acquire, in the event of dissolution of marriage or death.

**NOW THEREFORE**, in consideration of the premises and of the terms and conditions herein set forth, the parties agree as follows:

1. **Acknowledgments.**

(a) Each party acknowledges that he or she has read the recitals to this Agreement and each acknowledges the history of the negotiations and consultations that have taken place involving the parties.

(b) Each party acknowledges to the other that he or she has been fully advised of the extent of property owned by the other party.

(c) Each party signing this Agreement acknowledges that he or she has been given the opportunity to consult all accountants, agents, or other professionals which may be needed to become fully informed with the financial and business dealings of the other party.

(d) Each party herein has, as fully as possible, identified their separate property as itemized in the attached exhibits. A reasonable value has been placed on financial assets or

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intangible property. Not all of the tangible personal property has been assigned a value, but the parties have been allowed an opportunity to inspect such property and assign their idea of value to such property.

2. Control of Property During Marriage.

Each party shall have the right to separately control and maintain any asset identified as their separate property during the marriage.

3. Release of Rights.

3.1 Death of Husband. Except as specifically provided herein, in the event of the death of Husband during the continuance of this marriage, leaving Wife surviving him, Wife shall be entitled to inherit from Husband, any community property acquired. Husband shall have the right to dispose of any of his separate property as he may provide in his will.

3.2 Death of Wife. Except as specifically provided herein, in the event of the death of Wife during the continuance of this marriage, leaving Husband surviving her, Husband shall be entitled to all community property acquired. Wife shall have the right to dispose of any of her separate property as she may provide in her will.

3.3 Special Will Provisions. It is understood that the releases herein made do not prevent either party from making provision in their wills as they see fit, provided that said provisions shall not be in contradiction to any of the covenants contained herein and referring specifically to the obligation of one party to the other to execute a will leaving any community property to spouse. Provided further that each spouse shall establish and maintain for the benefit of the other the following provisions in his or her Last Will and Testament:

"Distribution of Residence. If, at the time of my death I am still married to [name of other spouse] and [he/she] survives me by sixty (60) days and we occupy real property as our marital residence which is owned in whole or in part by me, I bequeath to [name of other spouse] a life estate in my interest in such property subject to early termination upon any of the following conditions:

a. [Name of other spouse] vacating the use of such residence as his/her primary residence. The term primary residence shall mean physically occupying such residence for at least two hundred seventy-four (274) days per each calendar year (i.e. January through December);

b. [Name of other spouse] failing to provide for all repairs, reasonable maintenance, payment of taxes and assessments and insurance related to the residence; and

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c.[Name of other spouse] allowing some person other than a care giver whose services are required because of substantial disability of [name of other spouse] in order to enable [him/her] to continue living in the residence safely and with as much independence as possible. The degree of disability required to satisfy this provision may be evidenced by a certificate of disability signed by [name of spouse's] primary physician describing the degree of disability and the need for custodial assistance in order to continue living in the residence."

"I further bequeath unto [name of spouse] all my interest in property, real and personal, that [he/she] and I own jointly or as community property."

4. Catastrophic Illness. The cost of illnesses shall be treated as a community expense. In the event of a catastrophic illness, such being defined as one with unusual expense and duration and not susceptible to funding through community funds without serious risk of depletion thereof, the uninsured portion of expenses incurred as a result of such illness shall be paid from one-half (1/2) of the community funds attributable to the ill party to the extent of the availability of such portions of the community funds. Thereafter, and notwithstanding other provisions herein, all expense related to treatment of such catastrophic illness (including hospital, nursing, physician charges, drugs, nursing home care, and similar matters) shall be paid from the separate property of the party who has suffered the catastrophic illness. In the event disability or incapacity of a party results in that party requiring long term custodial care and application is made in behalf of the disabled spouse to obtain eligibility for medicaid or other similar program, the parties do hereby acknowledge and agree as follows:

4.1 Establishment of one party's financial eligibility for Medicaid or other similar programs may require the transfer of all or substantially all of an incapacitated party's then remaining separate property and interest in community assets to the other party;

4.2 If transfer of any portion of an incapacitated party's assets, whether separate or community, is made to establish the incapacitated party's eligibility for public assistance, the transferee of such property agrees to:

(a) maintain such property separate and discreet from the transferee's other property;

(b) consume or dispose of such property transferred by the incapacitated party only to supplement all other resources available to the transferee for paying the transferee's basic living expenses according to the standard of living enjoyed by the spouses prior to the onset of illness or disability resulting in the other spouse's incapacity; and

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(c) To provide for testamentary distribution of all remaining separate property received from the incapacitated party to the heirs of the incapacitated party upon the transferee's death.

- 4.3 If an incapacitated spouse's separate assets and his or her share of community assets shared with the other spouse exceed that portion of the incapacitated spouse's estate which may pass to the other spouse separate assets transferred from an incapacitated spouse as "community spouse resource allowance", then the value of assets exceeding such allowance amount shall be distributed as an inter vivos (during life) gift to those persons identified as beneficiaries of the incapacitated spouse's separate estate in his or her Last Will and Testament. The total value of gifts transferred to a beneficiary of the incapacitated spouse's separate estate shall be made in accordance with applicable regulations pertaining to eligibility for Medicaid or such other benefits as may be or may become available to an incapacitated spouse for supplementing such spouse's income and allowable resources to pay for his or her long term custodial and/or medical care. It is intended by both parties to this agreement that this section be interpreted to require and to authorize the attorney in fact for an incapacitated spouse to protect as much of the incapacitated spouse's estate from obligation for his or her long term medical and custodial care expenses as may be allowed under applicable statute, rule, regulations and agency policy.

5. Dissolution of Marriage. In the event that either party should petition any Court for termination of this marriage by divorce or dissolution, or should request a legal separation or separate maintenance, the claims herein stipulated and defined shall be the limits which either party may have against the other party or his or her estate. Specifically, neither party shall have any right to claim alimony or support after a divorce or dissolution following a legal separation or decree of separate maintenance.

Also, since both parties have adequate income and resources to meet their individual needs, temporary support during a dissolution should not be necessary or required.

During any dissolution proceeding each party shall be entitled to possession of their separate property.

Each party shall be entitled to receive, free and clear of all claims from the other, all of their separate property identified in the attached schedules.

Unless a court shall decree otherwise, community property shall be divided 50-50 between husband and wife.

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6. Special Rights Waived. The parties further agree that neither party shall be entitled to an award in lieu of homestead or family allowance during a probate proceeding.

7. Costs of Administration. All costs of administration and inheritance and estate taxes shall be prorated among the beneficiaries of the respective estates, proportionate to the value of the property devised to each such party. All expenses of the last sickness and any debts accruing prior to death shall be charged against the community property of the parties. The costs of the funeral and the burial expenses shall be charged against the separate property of the deceased party.

8. Definition of Community and Separate Property. Regardless of the place of domicile at the time of construction, the words "community" and "separate" shall have the meaning afforded such words by the laws of the State of Washington at the time such meaning is construed. Notwithstanding such definition, the provisions of this Agreement with reference to classification of property as community or separate shall control.

9. Separate Property.

9.1 Husband's Property. The parties acknowledge that the property listed on Exhibit "A", attached hereto and incorporated herein by reference, was acquired by Husband prior to his marriage to Wife, and it is the parties' intent and desire that said property listed on Exhibit "A" shall be Husband's separate property, together with any appreciation in value thereof, together with all other items of property acquired as a result of sale or exchange of a part or all of said property except as otherwise provided herein. The parties further acknowledge that Exhibit "A" also describes the separate debts of Husband.

9.2 Wife's Property. The parties acknowledge that the property listed on Exhibit "B", attached hereto and incorporated herein by reference, was acquired by Wife prior to her marriage to Husband, and it is the parties' intent and desire that said property listed on Exhibit "B" shall be Wife's separate property, together with any appreciation in value thereof, together with all other items of property acquired as a result of sale or exchange of a part or all of said property except as otherwise provided herein. The parties further acknowledge that Exhibit "B" also describes the separate debts of Wife.

10. Conversion of Community Property.

10.1 Designation of Community Property. Notwithstanding any definition of community property by statutory or judicial interpretations, the parties agree that community property will be defined as:

- (a) Any property to which the parties acquire title in both names as husband and wife;

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(b) Any property, whether real or personal, which is purchased after marriage by both parties from community earnings. However, property acquired after marriage strictly with separate property shall remain separate property; and

(c) Any property acquired by husband and wife as joint tenants with rights of survivorship; and

(d) Any property acquired as separate property, the title to which shall indicate ownership other than as community property but for which there is a document in writing signed by both parties defining the status of said property as community property.

(e) Any monies held in a joint checking account.

Except for property defined as community property above, all properties shall be deemed a separate property of one of the parties unless it is impossible to trace the source of the property.

11. Provision with Reference to Automobile. The parties anticipate that the parties will use the automobiles of the parties for their common purposes. Said automobiles shall remain the separate property of each party, but the community shall pay the expenses of maintaining, insuring and operating said vehicles.

12. Binding on Heirs and Assigns. This Agreement shall be binding on the heirs, executors, administrators, and assigns of each party, and shall survive any decree of divorce/dissolution, declaration of insolvency, decree of legal separation, or decree of separate maintenance.

13. Misrepresentations. This Agreement is entered into with full knowledge that each party has a separate estate, and no claim or demand can be predicated upon the allegation that there has been misrepresentation or concealment as to the amount and condition of said separate Estate, it being expressly stated that each of the parties has sufficient knowledge of the condition of the Estate of the other to justify making and entering into this Agreement.

14. Future Attorney's Fees. In the event that subsequent to the execution of this Agreement, either party should secure the services of an attorney to advise such party with reference to the terms and provisions of this Agreement or in connection with any action for termination of the marriage, such fees shall be paid from the separate property of the party incurring the same.

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Ray F Leasure  
4902 NE 145<sup>th</sup> Ave.  
Vancouver, Washington. 98682

My home  
Valued at \$139,900  
Furnishings, and possessions  
1992 Subaru. \$3800.

Monthly income \$1353.00  
Bank account checking \$2321.00  
CDs \$9432.58  
\$4241.00

No outstanding debts other than the usual expenses house payment. Insurance,  
Utility bills etc,

House 76,137

Life Ins.

(401k)

Exhibit "A" B-8

Nora Cameron  
321 NW 8<sup>th</sup>. St. Washington. 98604

My home valued at \$149,000  
All the furnishings and possessions.

1991 Pontiac Lemans \$3000.  
1990 Ford Ranger Pickup truck \$4000.

Bank account savings \$20,000  
Checking \$1500.00  
Chase Bank account. \$3000.

No outstanding debts

Income per month, \$836.00  
*pen. and soc. sec.*  
Nora Cameron

*No Life Ins*

Unofficial Copy

DC # 2005157197  
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*Exhibit "B"*