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Page 1 of 17  
Date: 07/26/2006 04:41P  
Filed by: FRED HEANY  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$48.00

**WHEN RECORDED RETURN TO:**

FRED HEANY  
283 COURTESY RD  
P.O. BOX 1400  
WHITE SALMON, WASH 98672

**DOCUMENT TITLE(S)**

PRENUPTIAL AGREEMENT

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

ALVIN FRED HEANY  
KAY DENISE OVERSTREET

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

KAY DENISE OVERSTREET  
ALVIN FRED HEANY

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

NOT APPLICABLE

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

NOT APPLICABLE

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

# Fred and Kay's Prenuptial Agreement

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## Separate Personal and Real Property

Fred & Kay each have their separate personal & real property prior to their marriage (See list Schedule A). Subsequent to their marriage Fred & Kay each reserve the exclusive rights to their separate estates (personal and real property). That right includes the exclusive right to the income and debt, right to sell, convey, trade, dispose of and manage their separate property and or trade or acquire new separate property from the above resources without the approval from the other. Any sale of a real estate, (real property not personal property), asset by Fred shall take into account Kay's financial contribution as described in Exhibit B Page 1. A sale of Fred's real estate assets within 24 months subsequent from the date of marriage shall require a full reimbursement to Kay (Exhibit 1 page 1 & 2) unless otherwise agreed by her.

Kay has utilized income and separate property resources to assist Fred in home improvements to Fred's pre-existing Two story home 283 Courtney Rd property. Fred agrees that Kay shall be reimbursed the full amount of her financial contribution including 5 percent interest. Reimbursement shall be paid within 24 months from the date of their marriage. (See Exhibit B Page 1)

Kay also desires for her estate to be compensated if the following circumstances were occur prior to the above compensation being paid Kay: a) Fred and Kay divorce for any reason or b) Fred dies before paying Kay. or c) Kay dies before or after their marriage. In such event Kay's heirs, Ashley Dix, Andrew Dix, and Sierra Marin shall receive the above compensation thru a trustee or executor as Kay would designate. By approving this obligation Fred agrees that Kay or her heirs shall be paid before any of Fred's heirs receive anything. Additional details for specific conditions in respect to Death and Divorce are described under DIVORCE OR DEATH (page 5)

## Financial Obligations:

Fred & Kay agree that neither or shall be responsible for financial assistance to the others heirs and dependents: ie Sierra, DJ, Ashley, Elisa etc., and or any other homeless or needy children. Either Fred or Kay may by choice assist in financial or nurturing care and support as they are capable of or choose to do.

Fred & Kay's priority for spontaneity, adventure, tidiness, organization, & beauty are different, but evolving. The above differences, a new granddaughter and house remodel have stretched each financially and emotionally. Kay has expressed a need for her happiness and sanity to include a home "sanctuary" This means to her beautiful surroundings, interior design changes, and organized house. Fred surrounding are not as important for his happiness. He is ok with the beauty, but at a little slower pace, more

## Fred and Kay's Prenuptial Agreement

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play, tolerance, flexibility and less structure would be alright. The transition of culture, personality, beliefs, and habits will require each of us to give ground. We each agree that we are willing to **commit** to making that "stretch" for a happy middle ground. We believe this commitment will help mold our character and develop personal growth that can enhance our relationship and love. Our progress through our experiences thus far supports that commitment.

Prior to Kay's moving in, Fred verbally offered Kay that he would continue to be financially responsible for all properties and related expenses for those properties in his name, Amber Heany, & Pacific Rim Builders Inc. Shared cost on some living items were discussed but never finalized. The result is that Kay has more net disposable income than Fred. This status has left Kay without obligation for the fixed none equity costs. Fred is paying all the insurance, taxes, interest payments, power, water, garbage, satellite tv, gorge net, and recently a sports club membership. These cost are approximately \$24,000 per year. Sierra's care and home improvement projects have additionally taken blocks of time away from Fred's regular work. Fred's Sons education & DJ, empty rentals, plus material cost of home improvement have added to the pot. This drain is beyond what Fred is able to maintain at the present rate of spending vs income. Fred has expended \$64,000 (all of his retirement savings) plus all his ordinary income within the last 18 months. Kay has helped by purchasing most of the groceries, taking care of Sierra's financial needs, and generously purchasing furnishings as well as flooring, lighting, paint, and bathroom material to make a new home. The above housing material costs are to be reimbursed Exhibit B page 1. At the present intensity of spending for wedding and home improvement both our financial savings will be depleted to zero in two to three months. We agree it is important to avoid financial conflict that we will place a priority on a budget allowing ourselves to live within our economic resources. Our goals & budget would also provide for having a reasonable balance between work & play.

Fred under the present circumstances would ask that should Kay find the relationship intolerable and divorce Fred within 24 months that the conditions of Exhibit B page 1 (Kay's cash contributions would stay in tack as now provided) Fred would ask that she would propose more flexible terms for Labor contributions Exhibit B page 2.

### **When House is Done.**

Enjoyment of Home begins! Balance pleasure.....Let the Games Begin!

This Year: Finishing of flooring, bathroom, lighting, and Painting The End.

Next Year 2007: Doors, Trim, Fireplace, Heatpump, Newroof, hotub

Fred & Kay mutually affirm a desire to complete the above. Each acknowledge their concerns for adding additional debt without addressing the need to live within their means. Prior to borrowing additional money, both agree a budget planning for additional improvements, repairs, cost of living, physical & mental health, savings, retirement, emergencies & Fred's other projects is essential. Fred is committed to following through and complete the above house projects plus deferred personal projects all of which will require additional borrowed capital. Since Fred has additional separate real estate it is his

## Fred and Kay's Prenuptial Agreement

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intent to borrow against those resources this fall or asap. There are no guarantees that a loan will be approved.

### **Kay's Labor Contribution on House.**

See Exhibit B pg 2

### **Sharing Decisions on Our Environment, Lifestyle, & Family**

Although legally the house will not be in Kay's name, emotionally she needs to feel that the house is equally hers. This means that in all major decisions involving the house that includes decorating, landscaping, major purchases, lifestyle, house chores and maintenance, Fred and Kay will discuss and come to agreement before moving forward with any such decisions that come as a result. This includes decisions relating to relatives, especially children and/or grandchildren who might need/wish/like to live with them.

Fred has already agreed to help keep the property cleaned up, both inside and out. Kay has also agreed to do the majority of the upkeep inside the house & the horses, and Fred will do the majority of upkeep outside. However, if either's responsibilities become too demanding, Fred and Kay would discuss cost sharing labor assistance.

### **Non-financial Obligations:**

#### **Health:**

Both Kay and Fred agree to exercise the necessary discipline to assure optimum physical, mental, emotional, spiritual health and to stay free of drugs, and tobacco. They agree that in disputes that seem insolvable they will seek the services of a mental health therapist for mutually beneficial results.

We have agreed that in the event one of us becomes incapacitated to the point where we are essentially dead, the spouse who is alive is free from the marriage at that point and would be considered a single person to do with their lives whatever they view as best for themselves, while still making legal decisions in the best interest of their incapacitated spouse. Both of us agree that neither of us wishes to be kept alive by artificial means. If for some reason we become unable to live the quality of life we know each other would desire, we give permission now to have unreasonable life support measures abandoned.

*We both agree that wills for each of us are important. We mutually set an intention to get one that may further clarify or amend the above as may be required for advance directives by the state of Washington*

### **Name Change:**

Legally I'm willing to be Kay Heany, professionally, I will retain my name of Rev. Kay Overstreet.

**What should be included in a prenu?**

## Fred and Kay's Prenuptial Agreement

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**In order to best safeguard your union, there are certain key issues you should include in your prenup. Be sure to review the following with your soon-to-be spouse:**

List all assets, liabilities, income, and expectations of gifts and inheritances.

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Schedule A

Kay:

assets	liabilities	income	expectations of gifts and inheritances
Approximately \$40,000 from the sale of residence	None (all debts to be discharged upon moving to White Salmon)	Before White Salmon: \$2600 - \$3000 per month	None
\$5000 car			
\$1700 in SEP (work)		After move to White Salmon: estimate minimum of \$1600 per mo. net	
\$3000 cash value of \$100,000 life insurance policy with Ashley and Andrew as heirs			
\$25,000 life insurance policy for Sierra through work			
Medical, Dental, Vision insurance through work			

**Describe how premarital debts will be paid.**

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Kay has car, student loan, credit card premarital debts which she agrees to be responsible for. All of Fred's debts listed in Schedule A should remain his and not be transferred to Kay.

Resolve what happens to your premarital property in reference to appreciation, gains, income, rentals, dividends and proceeds of such property- in the event of death or divorce. The above distribution of property, & resources, is detailed under Separate Personal and Real Property (page 1) and DIVORCE OR DEATH (page5). Other portions of this agreement also describe what happen under various conditions.

## Fred and Kay's Prenuptial Agreement

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### DIVORCE OR DEATH

Decide who, or if both of you, will own the marital residence and secondary homes in the event of death or divorce. See DIVORCE OR DEATH (page 5)

Fred's business and or Pacific Rim Builders Inc and Kay shall have the right and option with their separate incomes and assets to buy, build, and purchase personal or real property as separate property, joint property, or joint venture ownership. A Secondary home purchased by both Fred & Kay as second or vacation home would be in both Kay and Fred's name and it would be treated as joint property in the event of death or divorce. A secondary home or property which Kay or Fred would build on and purchase separately with their separate resources and labor would be treated as separate property in the event of divorce or death. Fred & Kay could also agree join together in a joint venture project and share in the joint venture investment proceeds as they agree upon.

In the event of divorce or death the assets or estates will be distributed according to the ownership (Separate personal & real property – page 1) and the additional direction provided in this document. A joint venture for which the funds have not been disbursed and which lacks a directive shall be treated as joint property. A trust shall have a directive in respect to death or divorce

Fred & Kay hope and intend that their marriage and commitment will continue to blossom and grow as they age. Divorce or death are difficult times. In the event of divorce or death the marital residence 283 Courtney Road is Fred's Separate property. Should Fred die before Kay while married to Kay this difficult time is addressed below as determined by their residency and ownership of the marital property at that time.

#### **Their residency could take several options.**

1. They continue to live together at 283 Courtney road.
2. They purchase jointly a property and build a vacation home or second home for their residency
3. They purchase jointly an existing home
4. They move and rent an existing home or condo.

Under item 1. - Conditioned that Fred & Kay are Married & Fred dies first

The parties hereto agree that from the time of death, Kay shall have the right to continue residency & occupation of the home as follows;  
From the time of Fred's death Kay will have the right to reside one additional year for each year of their marriage up to a maximum of 10 years beyond Fred's death except as provided in A, B, or C below:

A Should Kay elects to move from the above residence to Fred & Kays residence 2, 3, or 4 above (if acquired), additional residency in Fred's Estate item 1 would terminate.



## Fred and Kay's Prenuptial Agreement

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B. Should Kay move from the above residence item 1 to another residence different then item 1, 2, 3, or 4 above, additional residency in Fred Estate item 1 would terminate.

C. Should Kay become physically & or mentally disabled & practically unable to either care for herself or the property the residency would terminate. (Andrew Dix & Fred's Executor would determine extent of disability).

Should item A B or C occur Fred's Executor would have the right to sell his separate property without exception including item 1. Should Kay have waived the funds due her in Exhibit B page 1 & 2. Fred the agrees this amount shall accrue interest at the rate of 5% per year or the average rate of the United States consumer CPI during their marriage whichever is larger. Kay shall have 24 month from this date to sign a waiver or not. If a waiver is signed then Fred's Executor would be required to pay Kay from the estate the above accrued amount upon its sale.

Or

Provided Kay is willing & healthy physically and mentally, Fred's executor with majority agreement of Fred's 5 biological children can elect to have Kay or another acceptable candidate Manage, Operate the Heany business's or Retreat. A trust or other acceptable instrument must be either in place or set up by Fred's Executor in order for the Retreat alternative to occur. If Fred has already completed a trust for the Heany Retreat it shall prevail and the executor and heirs as directed below shall not set up a trust "Heany Retreat" for 283 Courtney Road.

"The Retreat" shall not include any property (2 or 3 above) jointly owned by Fred & Kay above, without Kay's approval.

Under Item 2, 3, or 4

Kay & Fred are residing at 2, 3, or 4 & Fred or Kay dies

The surviving spouse, Kay or Fred, have the right of survivorship. The surviving spouse can live as long as they want at home (item 2, 3, or 4) and are able to keep up the payments, taxes, insurance, & maintenance.

**Heany "Retreat", heirs, executor, Management of Business, Surviving Spouse.** If Kay is the surviving spouse under any of the scenarios above, the Kay payment waiver referred to earlier, if not previously paid shall apply to any part of Fred's separate property. Fred hereby appoints Bryan Heany and Shannon Glascock referred to below as his executors in the event of his death. If either executor is mentally or physically unable or chooses not to act as executor the may act as sole executor. If the majority 3/5 of Bryan, Elisa, Shannon, Freddie & Sarah desire to have a trust set up for the "Heany Retreat" The executor shall follow their wishes and shall delegate that responsibility to the above children. In matter for which the heirs have authority the 3/5 rule shall apply for decisions or in the event of a deadlock the executors shall make the final decision which all must comply with. The heirs, which include Kay shall consult with Kay listening to her ideas and information in respect to the trust, property, and management ideas. If Kay

## Fred and Kay's Prenuptial Agreement

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is residing at 283 Courtney road (referred to in the year for year agreement) My children are required by this agreement to provide for her continued residency as called for herein. The executors shall be authorized to disburse from the sale of any portion of Fred's estate as designated in this agreement subject to signing powers below. Fred's estate following his death shall be sold and managed in a mater as designated by Fred to maximize the return. If there is no designation signed by Fred the executor shall use its best judgement after consulting with Kay & Natasha (Fred's accountant). The executor shall follow all the provisions concerning Kay in this document. Upon liquidation of the Fred's estate Kay shall receive \$20,000 if he dies while they are married. The executor or executors shall receive \$1000 plus personal cost's (travel, meals, etc) for acting as executor plus other reasonable costs. The reasonable costs will be limited by that amount Natasha & Kay determine is reasonable. Fred's biological children shall receive the balance from the estate. Each child shall receive 1/5 of the total after deducting the \$20,000(Kay) + Executor Costs + reasonable cost + burial costs. Reasonable cost shall include those necessary to maintain mortgage payments, taxes, insurance, & maintenance for the main home 283 Courtney Rd., if Kay's "residency" as referred to this document applies or an appointed manager it the residency doesn't apply. Otherwise reasonable cost shall include appraisal, real estate consulting, book keeping, accounting, and consultant or contractors needed to operate or manage Fred's assets. A majority of Fred's children 3/5 shall have the right but not an obligation to create a trust for the "Heany Retreat" if their dad Fred did not already create one for the home property 283 Courtney Rd. A mentally incompetent heir or history of mental health problems shall not be deny an heir his or her 1/5 share of the estate. Mental incompetence or history of mental health issues shall be determined by a minimum of 3/5 of the heirs. In such case the executors shall place in trust the mentally incompetent proceeds and any other rights associated with the estate. The executors shall be empowered to use that persons funds in all ways possible to help cure and care for the mentally incompetent brother or sister even if it took all that heirs share to help him or her. The mentally incompetent heir shall not be permitted to vote on any actions respecting the estate unless approved by 3/4 of the remaining heirs. A majority shall then require a 3/4 vote without the mentally incompetent voter.

Fred's children shall understand that Fred's spouse's portion (Kay's) may be increased by Fred with additional time together as a couple. Without a recorded will, this document when recorded shall take precedence in regard to any previous documents Fred may have hand written or typed and called a "will".

Fred & Kay agree that the rental income stream from the Farm Cottage and B&B rental shall be escrowed to an account payable to the mortgage, taxes, insurance, & power for said Kay "residency". Any excess from the above shall be deposited directly to an account specified by Kay. If there is a deficiency in funds to pay the above Fred's Life insurance grant to Kay may be used for that. Fred's life insurance can be applied to any portion of time beyond 2 weeks in one year that Kay is unable to work due to mental or physical health at the rate of \$500 per week while disabled.



## Fred and Kay's Prenuptial Agreement

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Further, Fred's executor shall appoint a qualified administrator to oversee Fred's other rental, or contract income to assure sufficient funds to advertise, show, and maintain the properties & rentals. Those administrative responsibilities shall receive compensation to manage those business's. Additionally the "Administrator's" responsibility would require a monthly quick books accounting including reconciled bank statements. Herman & Associates "Natasha" would provide the executor & Heirs a monthly balance & profit and loss statement. Fred herein authorizes the executor to set up checks and balances on signing powers on all of Fred's accounts. That power shall include at least two signatures one of which would be the accountant. With the checks and balances in place, the executor shall authorize immediately the designated signors the power to sign on Fred's accounts. At the end of 12 months with an 80 percent approval of the heirs signing arrangement may be modified (still providing for checks & balances)

**The status of gifts, inheritances, and trusts either spouse receives or benefits from, whether before or after marriage. Kay agree that any inheritances Fred receives would remain his sole property, and Fred agrees any inheritances Kay receives shall be her sole property.**

**Clarify what will happen to each type of property, whether jointly or individually owned, such as real estate, artwork and jewelry.**

We need to list out what personal property belongs to who, and that as long as we're together (hopefully until death), that property we individually purchase would be separate unless we mutually agreed to purchase as joint. If divorce or death should occur, we agree that personal property that each contributes to the marriage should go back to each individual. For example, all of the furniture I bring remain Kay's, and vice versa for Fred. Should we purchase personal property together, we should add to the list a column for joint property. At this time Schedule A lists the property real and personal and form of ownership. Schedule A-1 shall list the changes and additions to Schedule A.

**Figure out alimony, maintenance, or spousal support, or provide for a waiver or property settlement instead of support (to the extent allowable by law).**

In the event of Divorce Labor credits not disbursed to Kay as described in Exhibit B page 2 shall be paid to Kay in cash or in lieu of cash Fred must pay \$1000 per month until paid in full. This payment shall not be construed as Alimony but repayment for Kay's labor on the home improvement. Neither party Kay or Fred shall be required to pay alimony, maintenance, spousal support or property settlement to the other in the event of divorce.

**This document has detailed death benefits, stating what we will provide for in respect to each other & our children.**

We agree to revisit this subject by November 5, 2006 and leave this document intact or modify it in respect to our children. We each reserve the right and option to complete individual wills that may modify our intent for our children. Such modification would then be added as an amendment to this document. Any such amendment so added shall

## Fred and Kay's Prenuptial Agreement

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not change anything in respect to Kay & I providing for each other without our mutual consent.

### **Decide on medical, disability, life or long-term-care insurance coverage.**

Kay can put Fred (*if Fred approves & Fred Pays his part*) on her medical insurance, eliminating the need for private coverage which may save several hundred dollars per month in expenses. I would like to purchase life insurance on Fred and pay for it out of

my funds. Fred has life insurance and would like to make Kay a beneficiary of part of that if he should die.

**In addition, once the prenuptial agreement is completed to both parties satisfaction, copies of the prenup should be given to all children of Fred and Kay's to ensure there is no misunderstanding about what we have decided.**

In the nuptial agreement, either party can waive any rights given by law. Yet one spouse can voluntarily give to the other as much as either wishes. If there is an ongoing business or other important income-producer, the agreement can state who will run the business, handle the investments and receive the income or proceeds from it. The agreement can state that funds from a certain source belong to both parties equally or in different proportions. **The parties can even agree on how they will spend certain sums throughout the course of the marriage.**

As relates to the above, we may want to stipulate funds to be pooled for vacations. This intention can be followed through on after Fred & Kay's income and expenses are more accurately determined.

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**WHO** will be liable and in what amount if there are problems that lead to a lawsuit; they should indemnify you and hold you harmless for what is in their control and you may choose to indemnify the other party for harm that results solely from your own acts or omissions (Caution: you should never assume responsibility for something over which you do not have control.)

Fred will be liable for anything concerning his property and business that Kay has no rights, control over, or responsibility for. Kay will be liable for anything concerning her property and business that Fred has no rights, control over, or responsibility for

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**WHO** will own any assets that are produced (e.g. copyrighted material).

If we start a joint project (nonprofit organization for example), this would apply. The joint venture or nonprofit agreement would specify the amount due each.

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**WHAT** goods or services are meant to be provided, conducted, performed, or accomplished, stated in clear and explicit terms.

Another way of viewing this is the work that needs to be performed on the house. This is an area we can overview as our work loads change.

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**BY WHEN** the obligations will be performed (Consider having interim deadlines or progress mileposts).

This could be setting some deadlines for different aspects of the house remodel as suggested by Chris Allen (our therapist), so that it doesn't drag on forever.

## Fred and Kay's Prenuptial Agreement

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### Consideration of Joint Account

Kay & I create a joint checking account that would be used for groceries, Lodging, entertainment, meals out, vacation, and groceries & or such things we can mutually agree upon.

Exhibit B Page 1

Page 10

Fred Heany & Kay Overstreet are presently living in Fred's home located on the E1/2 of the SW1/4 of the SE1/4 Section 28 Township 3 North Range 11 East of Willamette Meridian. Fred & Kay desired to put down a Shaw pine laminate flooring on the second floor of this house. Fred completed the labor and materials securing the original floor to the joists and overlaying and securing a second floor of OSB 5/8 inch sub floor to the original floor. To finish the floor requires an additional \$4260.48 to purchase the Laminate and padding plus the cost of Labor to place the laminate.

Kay agreed to contribute 1/2 the funds towards the flooring, (ie \$2130.24) and additional funds toward (addendum 6/05/06) towards lighting & bathroom with the conditions noted

Addendum 6/05/06:

Kay has contributed \$1600 Towards lighting fixtures

Kay has contributed \$1685 towards bathroom Lin Cab & sink vanity

Total to date: = \$5415.24

Note additional funds for bathroom are imminent & proof of Kay's receipt for same or addendum noted and signed by Fred shall be sufficient to add to the sums for the provisions below.

#### Provisions:

1. Should Kay & Fred divorce Kay's Contribution would be returned to her in full within 30 days of such occurrence. Kay agrees that she would give Fred written notice of said demand. The written notice date will be considered the commencement date for the above 30 days.
2. Should Fred die or become mentally ill or incompetent, the Executor of Fred's estate will be required by the authority and direction of this document (unless Kay has already been paid) to immediately release to Kay any funds due her in this agreement. Death

## Fred and Kay's Prenuptial Agreement

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means that the proper death certificate required by the State confirms his death. Mentally ill or incompetent means that a physician and mental health expert deem Fred mentally and or physically unable to care for himself & or handle his own affairs. If the second occurs (unable to care.....) The executor shall appoint an administrator to step in and handle his affairs. The guidelines offered in this document shall be followed in managing and handling those affairs.

### Exhibit B pg 2

Compensation for Kay's labor regarding home improvement:

Kay determined and diligently pursued selecting colors and faux finishes for the 2<sup>nd</sup> floor 283 Courtney Rd. We cooperated in selections that were mutually compatible for our shared vision. Kay did all the paint work and most of the chasing down materials and purchased some of the materials. The rooms included Master Bedroom 524 sqft 4 coats 24hrs x \$30= \$720 or \$1.37 sqft, Living Room 1220 sq ft x \$1.37 sq ft = \$1671, kitchen 525 sqft x \$1.37 = \$719, Entry 506 sq ft/ 18hrs x 30=\$540 or \$1.06/ sq ft, Kay's Office = 341x 1.06 = \$361, Sierra's Rm = \$361, small Bathroom=112sqftx1.37=\$153, Laundry Room 275sqftx\$1.37=\$376

Total = \$4901

# Fred and Kay's Prenuptial Agreement

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## Schedule A

Real Property			Income/ Debt		Personal Propt.	Expected Inheritance
Communication -- Perpetual Tower Site Lease & Four Buildings County appraised Value Field Dbl Wide		\$125,800	\$4248/ m	-0-	\$5200	\$1348.41
1/2 Acre Swamp 28-3-11	CE	\$100	-0-	-0-	\$3000 78 Flwood Tx \$31.72	\$3.54
E1/2 SWSE 28-3-11		\$459,300	\$1650	\$143,000 \$1110/m	\$2200 72 Tamarack Tx \$23	\$4855.90
Lot 2 sp-79-38 34-3-11	CE	\$40,000	-0-	-0-		\$422.90
W2NWSE 28-3-11	CE	\$69,300	-0-	-0-	\$4408 - ?	\$751.47
Tx Lot 8 28-3-11	NB	\$20,000	-0-	-0-	\$5453 - ? \$67.65 txs 50-00- 0000-2843/00 283 courtney rd	\$229.60
Lot 1 sp 79-21	CE	\$45,000	-0-	-0-		\$493.96
W2SWSWSE	CE	\$39,100	-0-	-0-		\$413.38
50-00-0000-5484/00	Pers Prop	\$2558	-0-	-0-		\$33.81
Barn 20 03-11-3300-		\$94,000	-0-	-0-		\$1012.60
Lot 1 sp 79-18	CE	\$67,000	-0-	-0-		\$726.74
Husum 40		\$4000	-0-	-0-		\$50.00
Tilton 1.5		\$35,000	-0-	-0-		\$516.18

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# Fred and Kay's Prenuptial Agreement

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Engbarth Contract	approx \$50,000	\$759/m -0-	Dave Dalles DW \$5000 as is	
Money Mart	approx \$17,000		Dump Truck \$7500	
			Back Hoe \$9000	
			John Deere 4020 \$5000	
			Baler \$2500	
			Misc Farm Eqp \$2500	
			3 autos \$5000	
Total= \$1,067,858		Total=\$7432.00 Income	Total=\$56,761	Total=\$10,858.18
		Debt Pmts = \$1110.00 mortgage		
		+ 3 credit cards= \$600.month		
		balance owed = \$12,600		
Note: Not Included Operation & Maintenance costs of Fred's & Pacific Rim Builder Business				



## Fred and Kay's Prenuptial Agreement

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Kay & Fred, their heirs or assigns, or executors shall fully comply with the terms of this agreement. If there is any question of intent or terms the parties shall make every effort to resolve said question in an expeditious, fair, and equitable manner. If unable to resolve the question in 30 days in a satisfactory manner Kay's executor & Fred's executor shall each appoint a family member and the four parties resolve any question or issues. If these parties are unable to come to a conclusion within 180 days a mediator shall be selected by the above principles. Each party shall pay  $\frac{1}{2}$  the cost of the mediation and forfeit \$10,000 of the estate to Red Cross irrespective of the outcome of the mediation.

If any portion of this document is found to be not to compliance with, or in error or omission with state or federal statutes, or lack clarity that portion only may be voided or amended by Fred & Kay their executors or assigns, but said compliance, error or omission shall not invalidate any other portion of the agreement.

In approving this document Fred Heany & Kay Overstreet proclaim each have done so willingly, of free choice, and each are of clear mind and sound judgment. Our choice to have to this pre nuptial agreement complied with is irrevocable unless we mutually agree to amend the document.

July 2<sup>nd</sup> ADH  
Approved this day of June 2006 KDO

Alvin Fred Heany Kay Denise Overstreet  
Alvin Fred Heany (known as Fred) & Kay Denise Overstreet (known as Kay)

**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** RCW 42.44.100

State of Washington

County of

Skamania

} ss.

I certify that I know or have satisfactory evidence that

Alvin Fred Heany  
Name of Signer

is the person who appeared before me, and  
said person acknowledged that he/she  
signed this instrument and acknowledged it  
to be his/her free and voluntary act for the  
uses and purposes mentioned in the  
instrument.

Dated:

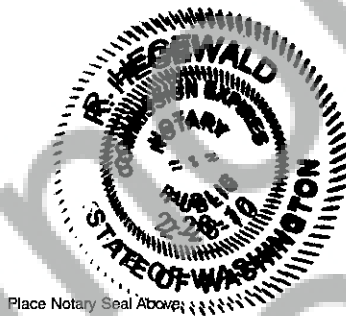
7/26/06  
Month/Day/Year

Signature of Notary Public

Notary Public  
Title (Such as "Notary Public")

My appointment expires:

02/29/2010  
Month/Day/Year of Appointment Expiration



Place Notary Seal Above

**OPTIONAL**

*Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document:

Prenuptial Agreement

Document Date:

7/26/06

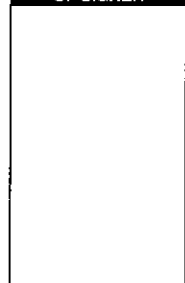
Number of Pages:

14

Signer(s) Other Than Named Above:

Kay Denise Overstreet

RIGHT THUMBPRINT  
OF SIGNER



**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** RCW 42.44.100

State of Washington

County of

Skamania

} ss.

I certify that I know or have satisfactory evidence that

Kay Denise Overstreet  
Name of Signer

is the person who appeared before me, and  
said person acknowledged that he/she  
signed this instrument and acknowledged it  
to be his/her free and voluntary act for the  
uses and purposes mentioned in the  
instrument.

Dated:

7/26/06

Month/Day/Year

[Signature]

Signature of Notary Public

Notary Public

Title (Such as "Notary Public")

My appointment expires:

01/29/2010

Month/Day/Year of Appointment Expiration



Place Notary Seal Above

**OPTIONAL**

*Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Prenuptial Agreement

Document Date: 7/26/06 Number of Pages: 14

Signer(s) Other Than Named Above: Alvin Fred Heany

**RIGHT THUMBPRINT  
OF SIGNER**

