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AGREEMENT

AND

QUIT CLAIM DEED

THIS AGREEMENT IS MADE BY AND DETWEEN:

ELLA S. MYLAN, presently residing at 4763 Northeast 178th Street Seattle, Washington

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and

GERALD R. NYLAN, presently residing at 3121 Northeast 133rd Street Seattle, Washington

WITNESSETH:

Insemuch as the parties hereto have ceased to live together as husband and wife and proceedings for divorce are contemplated. the parties are interested in settling all property rights, claims, liabilities and support obligations which have arisen or which may subsequently arise; and, each party, for and in consideration of the promises horein made by the other party, agrees as follows:

1. BLLA S. MYLAN shall receive as her sole and separate property out of the properties in which the parties, or either of them. have interests:

a. The residence of the parties located at 4763 Northeast 178th Street, Seattle, Washington, which is more particularly described at "Exhibit A" and hereinafter designated as "Parcel A", subject to its present encumbrance.

b. All household furnishings, appliances and equipment situated at 4763 Northeast 178th Street, Seattle, Washington.

c. All of her personal effects, clothing, furs and jewel-Ty, wherever situated.

d. Her 1967 Lincoln Continental automobile, free and

clear.

e. The runabout boat now at the above-designated real-

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THENTY THOUSAND DOLLARS in cash to be paid forthwith f . upon the signing of this Agreement.

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g. SIX THOUSAND DOLLARS to be paid in 12 monthly installments in the amount of FIVE HUNDRED DOLLARS each, the first such installment to be paid on the lat day of April, 1967.

h. Checking account in her name at COMMERCIAL BANK OF SEATTLE.

2. GERALD R. MYLAN shall receive as his sole and separate property out of the properties in which the parties, or either of them, have interests:

a. All of the corporate stock of the EVERGPEEN ROOPING, INC.

b. Certain parcels of real property owned by the parties and more particularly described in "Exhibit A", herginafter referred to as "Parcels A through G", subject to all present encumbrances. c. Checking account in his name at COMMERCIAL BANK OF

SEATTLE .

3. It is understood and agreed that the items of property described in paragraph 1 and 2 of this Agreement represent a complete list of all properties in which the parties, or either of them, have an interest or interests as community property or otherwise. The division of said properties is made in complete, full and final satisfaction of each party's claims in and to said properties, whether as their community or separate property. Each party does, by these presents, grant, bargain, sell, convey and quit claim to the other all of his right, title and interest in and to the properties set over by this Agreement to the other.

4. GERALD R. MYLAN will pay the monthly mortgage loan payments on the residence of the parties, "Parcel A", herein conveyed to ELLA S. MYLAN, to and including the month of March, 1965. ELLA S. M & COWALD TTLE, WARN SEIGI Mai 22 mar 1. 7

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WILAN assumes and agrees to pay the balance on the note and mortgage upon the said residence as of said date (March 31, 1968).

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5. GERALD R. MYLAN will assume and agree to pay all balances due on notes and mortgages upon all real property being, by these presents, conveyed to MR. MYLAN.

6. It is understood by both of the parties hereto that a note and mortgage is being executed by the parties, pursuant to this Agreement, whereby the \$20,000.00 cash noted in paragraph 1f is being raised. ELLA 5. HYLAN is signing said note and mortgage with the understanding and agreement that the collateral covered by the mortgage, and given as security for the full payment of said note. shall be real property conveyed herein to GERALD R. MYLAN.

7. ELLA S. MYLAN shall have the care, custody and control of the minor children of the parties, to-wit: GERALD R. MYLAN, age 17. and DONALD V. MYLAN, age 8, subject to reasonable rights of visitation being accorded GERALD R. MYLAN.

8. GERALD R. MYLAN shall pay to ELLA S. MYLAN the sum of TWO HUNDRED DOLLARS per month for the care and support of each of their minor children, commencing on the 1st day of April, 1967, and continuing, for each child, until each attains legal age or becomes emancipated or scif-supporting, whichever first occurs. Vacation employment shall not constitute "self-supporting". So long as the foregoing support obligation shall continue, GERALD R. MYLAN shall also pay the necessary medical, dental and hospital expenses of said children. GERALD R. MYLAN shall also pay the remaining installments, as they become due, on the 1966 Mustang automobile purchased by the parties for GERALD R. MYLAN, their son.

9. It is agreed that each party will assume and agree to pay all and any personal debts or obligations which each may have or incur subsequent to the 31st day of March, 1967; and should any such item of personal expense be charged to the account of the other from

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and after the date of the execution of this Agreement, the party ermoneously charged shall notify the creditor and the other party of the erroneous charge; and each will cooperate to effect a reversal of the charge. With respect to those debts and obligations incurred prior to March 31, 1967, each party agrees to assume and pay those which he or she incurred, regardless of the purpose or character thereof, and to indemnify and save the other party harmless therefrom; except, that GERALD R. MYLAN agrees to assume and pay the following debts incurred by ELLA S. MYLAN, and no others:

Rhodes	. 72.19
Bon Marche	170.03
Nordstrom Best	238.25
	1,044.55
Kehle (InsuranceHonda)	1,031.38
Kenmore Marina	50.12
Purtis Books	30.45
Dr. Schultz (Bridge)	720.00

Neither party will undertake to pay any debts, expenses or liabilities incurred by the other and then seek reimbursement therefor, unless such program is specifically agreed to before the payment is made.

10. The parties hereto have certain insurance policies on each of their lives. Each party hereby relinquishes any interest which he or she may have in the policy or policies of life insurance on the life of the other, and such policies shall hereafter be the sole and separate property of each.

11. Both parties agree they shall file separate Federal Income Tax Returns for the calendar year of 1967, and a joint return for 1966. The parties agree to employ the same Certified Public Accountant to prepare said returns and they further agree that so long as GENALD R. MYLAN shall comply with the child support obligations hereinabove set forth, he alone shall be entitled to claim the

said children as dependents. Income Tax deficiencies, if any, for the year 1966 and to April 1, ,067, shall be for the account of GERAD H. MYLAN 12. The earnings of each party and the income derived from

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the properties quitclaimed to each as herein provided shall be the sole and separate property of each from and after the execution of this agreement. It is understood and agreed that no alimony shall be paid to, nor claimed by, BLLA S. MYLAN.

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13. This Agreement shall be binding on each party, their assigns, personal representatives and heirs, and may be specifically enforced. This Agreement, when executed, shall become final and binding upon the parties and shall be incorporated in their final decree of divorce.

14. Once the Agreement has become binding, each party, at his GVA capenso, will prepare such Quit Claim Deeds and Bills of Sale as or she deems, reasonably necessary to vest in him or her as their esic and suparate property the various items of property due them under this Agreement. The other party will sign and return such documints for filing.

15. Both parties agree that they will assume and pay their own attorney fees incident to this Agreement and to the divorce action contemplated. Both parties also agree that this Agreement shall be incorporated into and made a part of any final decree of divorce between them.

THIS AGREEMENT is made and entered into this $\frac{10^{-2}}{2}$ day of Bril , 1967.

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ELLA S. MYEAN Aciald Serald R, MYLAN

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STATE OF WASHINGTON)) BB. COUNTY OF KING)

On this day, personally appeared before we ELLA S. MULAH. to ma known to be the individual described in and who executed the sithin and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 312 way of March,

Notary Public in and for the state residing ht Seattle of Washington,

COUNTY OF KING)

On this day, personally appeared before me GERALD R. MYLAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the Bame as his from and voluntary act and deed, for the uses and purposes therein mentioned.

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GIVEN UNDER MY HAND AND OFFICIAL SEAL this day of Hareh,

1967.

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Notary Fublic in and for the State of Washington, residing at Scattle

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"EXHIBIT A"

Exhibit to instrument entitled Agreement and Quit Claim Deed

dated April 10, 1967, between GERALD R. MYLAN and ELLA S. MYLAN.

"Parcel A"

The Northwesterly 110 feet of the Southeasterly 118 feet of Lot 14. Block 11, Lake Forest Park, according to plat recorded in Volume 20 of Plats, page 41, in King County, Washington; TOGETHER WITH AN UNDIVIDED ONE-FIFTH INTEREST IN:

That portion of Lots 14, 17 and 18 in said Block 11, Lake Forest Park described as follows:

Beginning at the Northwest corner of said Lot 14, and running thence due South 87.61 feet to the most Northerly corner of said Lot 17, and beginning of a curve to the left with a radius of 77.92 feet; thence Southerly and Southeasterly along said curve through a central angle of 41*59'05" an arc distance of 57.10 feet to a point of tangency; thence South 41*59'05" East 167.88 feet; thence South 48.00:55" East 20.00 feet to the most Easterly corner of said Lot 18. thence North 41*59'05" West 167.88 feet to the beginning of a curve to the right with a radius of 57.92 feet; thence Northwesterly and Northerly along said curve through a central angle of 41.59'05" an arc distance of 42.95 feet to a point of tangency; thence due North 82.58 feet to the Northerly line of said Block 11 at a point on the Southerly margin of East 178th Street and on a curve which center lies North 12-29'11" East 354.33 feet distant therefrom; thence Westerly along said curve through a central angle of 3°20'09" an arc distance of 20.63 feet to the point of beginning.

Subject to easements, reservations and restrictions of record.

"Parcel B"

3116 Northeast 1331d:

The East 140 feet of the West 290 feet of Lot 6, Block 1, Cedar Park, according to the plat recorded in Volume 26 of Plats, page 19, in King County, Washington.

"Parcel C"

3117-23 Northeast 133rd:

Lot 1, Block 2, Cedar Park, according to the plat recorded in Volume 26 of Plats, page 19, in King County, Weshington, except the West 180 feet and except that portion described as follows:

Beginning at the Northeast corner of said lot, thence Southerly along the Easterly line of said lot to the Southeast corner thereof, thence West along the South line of said Lot 125 feet, thence North parallel with the West line of said lot to the North line thereof, thence West along said North line to the point of beginning.

"Parcel D"

3124-26 Northeast 133rd:

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The same legal description as for Parcel D.

"Parcel E"

Property at Granite Falls, Washington:

The West one-half of the South one-half of the Northeast one-quarter of the Southeast one-quarter of Section 4, Township 30 North, Range 6 E.W.M., except the South 20 feet thereof for road, recorded in Auditor's File No. 1396235, Snohomish County, Washington.

"Parcel F"

Property in Skagit County:

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Lots 27, 28 and 29, Lake Cavanaugh Park.

"Parcel G"#

The house and lot in Sprague River, Oregon:

One bedroom house located on lot measuring approximately 40 feet by 100 feet, purchased in 1965 for \$500.00.

The parties do not now have the legal description for the house and lot constituting Parcel G. It is agreed that said description may be inserted, when ascertained, by the parties' counsel.

> ELLA S. MYLAN STATE OF WASHINGTON CONNER PERMIC 1.11 ent to short BLEHOIM GARALD R. WYLAN

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M. JANICE MICHELS, SUBARON COUR CIERT

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"Exhibit A" Page 2

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I. M. JANICE MICHELS, Clerk of the Superior Court of the State of Washington, for the County of King, do hereby centify that I have compared the foregoing depy with the original instrument as the same appears on file and of record in my office, and that the same is true perfect transcript of said original and of the whole thereof. In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Superior Court at my office in Seattle on the day of APP 2 5 1991

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M. JANICE MICHELS, Supanor Court Clerk

Deputy Clerk ÷.,

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for	record at i	request of	Bruce	E. Sel	ikoff	the	<u>29th</u> d	ay
of	April	A.D., 19	<u>91</u> at	12:00	o'clockPM., and	d duly recorded in	Vol	_,
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