

**REAL ESTATE EXCISE TAX AFFIDAVIT**

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Hubertine J. Knies, Trustee</u>	BUYER GRANTEE	2 Name <u>Leo Robert Chance</u>
	<u>Second Knies Revocable Trust, dated 3/4/94</u>		<u>Linda Mae Chance</u>
	Mailing Address <u>2115 1st Ave. #82</u>		Mailing Address <u>1232 6th Street</u>
	City/State/Zip <u>Clarkston, WA 99403</u>		City/State/Zip <u>Clarkston WA 99403</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name <u>Leo Robert Chance Linda Mae Chance</u>		<u>10030700500040000</u> <input type="checkbox"/>	
Mailing Address <u>1232 6th Street</u>		<input type="checkbox"/>	
City/State/Zip <u>Clarkston WA 99403</u>		<input type="checkbox"/>	
Phone No. (including area code) _____		<input type="checkbox"/>	
		List assessed value(s) <u>261,000.00</u>	

4 Street address of property: 1232 6th Street, Clarkston

This property is located in  unincorporated Asotin County OR within  city of Clarkston

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

The South Half of the East Half of Lot 5 in Block 7 of South Clarkston, according to the official plat thereof, filed in Book B of Plats at Page(s) 40, records of Asotin County, Washington. EXCEPTING 15 feet in width lying 7 1/2 feet on each side of a line equidistant between and parallel to the West line of Sixth Street and the East line of Seventh Street.

5 Select Land Use Code(s):  
11 Household, single family units

enter any additional codes: \_\_\_\_\_

(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

6

	YES	NO
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)  
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

DEPUTY ASSESSOR _____	DATE _____
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	
(3) OWNER(S) SIGNATURE _____	
PRINT NAME _____	

7 List all personal property (tangible and intangible) included in selling price.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

Type of Document Statutory Warranty Deed (SWD)

Date of Document 09/13/18

Gross Selling Price \$	<u>287,900.00</u>
*Personal Property (deduct) \$	<u>0.00</u>
Exemption Claimed (deduct) \$	<u>0.00</u>
Taxable Selling Price \$	<u>287,900.00</u>
Excise Tax : State \$	<u>3,685.12</u>
Local \$	<u>719.75</u>
*Delinquent Interest: State \$	<u>0.00</u>
Local \$	<u>0.00</u>
*Delinquent Penalty \$	<u>0.00</u>
Subtotal \$	<u>4,404.87</u>
*State Technology Fee \$	<u>5.00</u> <u>5.00</u>
*Affidavit Processing Fee \$	<u>0.00</u>
Total Due \$	<u>4,409.87</u>

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>Hubertine J. Knies, Trustee</u>	Signature of Grantee or Grantee's Agent <u>Leo Robert Chance</u>
Name (print) <u>Hubertine J. Knies, Trustee</u>	Name (print) <u>Leo Robert Chance</u>
Date & city of signing: <u>9.14.18, Clarkston, WA</u>	Date & city of signing: <u>9.17.18, Clarkston, WA</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

Return Address  
Hubertine J. Knies  
2115 6<sup>th</sup> Ave #82  
Clarkston WA 99403

Please print or type information

Document Title(s) (or transactions contained therein):

1. Death Certificate
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. Knies, William Frederik
  - 2.
  - 3.
  - 4.
- Additional names on page \_\_ of document.

Grantee(s) (Last name first, then first name and initials):

1. Public
  - 2.
  - 3.
  - 4.
- Additional names on page \_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or sections, township, range, qtr/rtr.)

- Additional legal is on page \_\_ of document.

Reference Number(s) of Documents assigned or released:

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

Assessor's Property Tax Parcel/Account Number

- Property Tax Parcel ID is not yet assigned  
 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.

51588

STATE OF WASHINGTON  
DEPARTMENT OF HEALTH



CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2017-031169

DATE ISSUED: 07/19/2017  
FEE NUMBER:

FIRST AND MIDDLE NAME(S): WILLIAM FREDERIK  
LAST NAME(S): KNIES

COUNTY OF DEATH: ASOTIN  
DATE OF DEATH: JULY 14, 2017  
HOUR OF DEATH: 06:35 PM

PLACE OF DEATH: HOME  
FACILITY OR ADDRESS: 1232 6TH ST  
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403

SEX: MALE AGE: 86 YEARS  
SOCIAL SECURITY NUMBER: [REDACTED]

RESIDENCE STREET: 1232 6TH ST  
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403  
INSIDE CITY LIMITS: YES COUNTY: ASOTIN  
TRIBAL RESERVATION: NOT APPLICABLE  
LENGTH OF TIME AT RESIDENCE: 10 YEARS

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO  
RACE: WHITE

BIRTH DATE: DECEMBER 13, 1930  
BIRTH PLACE: AMSTERDAM NETHERLANDS

FATHER/PARENT: JOHANNES KNIES  
MOTHER/PARENT: JOHANNA G. PETERS

MARITAL STATUS: MARRIED  
SPOUSE: HUBERTINE J VANHOOP

METHOD OF DISPOSITION: CREMATION  
PLACE OF DISPOSITION: MOUNTAIN VIEW CREMATORY

OCCUPATION: ELECTRICIAN  
INDUSTRY: ELECTRICAL  
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED  
US ARMED FORCES: NO

CITY, STATE: LEWISTON, IDAHO  
DISPOSITION DATE: JULY 18, 2017

INFORMANT: HUBERTINE J KNIES  
RELATIONSHIP: SPOUSE  
ADDRESS: 1232 6TH ST, CLARKSTON, WA, 99403

FUNERAL FACILITY: MERCHANT RICHARDSON BROWN FUNERAL HOMES  
LLC  
ADDRESS: PO. BOX 107  
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403  
FUNERAL DIRECTOR: RICHARD LASSITER

CAUSE OF DEATH:  
A: LUNG CANCER  
INTERVAL: 6 MONTHS

B: INTERVAL:  
C: INTERVAL:  
D: INTERVAL:

MANNER OF DEATH: NATURAL  
AUTOPSY: NO  
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE  
CAUSE OF DEATH: NOT APPLICABLE  
DID TOBACCO USE CONTRIBUTE TO DEATH: YES  
PREGNANCY STATUS IF FEMALE: NO RESPONSE

OTHER CONDITIONS CONTRIBUTING TO DEATH:

DATE OF INJURY:  
HOUR OF INJURY: UNKNOWN  
INJURY AT WORK: UNKNOWN  
PLACE OF INJURY:

CERTIFIER NAME: ELIZABETH BLACK, MD  
TITLE: PHYSICIAN  
CERTIFIER ADDRESS: 1271 HIGHLAND STE B  
CITY, STATE, ZIP: CLARKSTON, WASHINGTON 99403  
DATE SIGNED: JULY 17, 2017

LOCATION OF INJURY:

CITY, STATE, ZIP:  
COUNTY:  
DESCRIBE HOW INJURY OCCURRED:

CASE REFERRED TO ME/CORONER: NO  
FILE NUMBER: NOT APPLICABLE  
ATTENDING PHYSICIAN: NOT APPLICABLE

IF TRANSPORTATION INJURY SPECIFY: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: SUNDIE HOFFMAN  
DATE RECEIVED: JULY 18, 2017

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# Affidavit for Correction

Mail to: Center for Health Statistics  
P.O. Box 47814  
Olympia, WA 98504-7814  
360-236-4300

This is a legal document. Complete in ink and do not alter.

## STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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### Required information must match current information on record

Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)				
1. Name on Record: First Middle Last		2. Date of Event: MM/DD/YYYY		3. Place of Event: City or County
4. Father/Parent Full Legal Name (Spouse A for Marriage or Dissolution) First Middle Last/Maiden			5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) First Middle Last/Maiden	
6. Name of Person Requesting Correction: Relationship to Person on Record: <input type="checkbox"/> Self <input type="checkbox"/> Parent(s) <input type="checkbox"/> Guardian <input type="checkbox"/> Funeral Director <input type="checkbox"/> Informant <input type="checkbox"/> Other (specify) <input type="checkbox"/> Hospital				
7. Return Mailing Address: P.O. Box or Street Address City State Zip				
Telephone Number:			Email Address:	

### Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record now shows:	The true fact is:
8.	9.
10.	11.
12.	13.
14.	15.

### I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct

16a. Signature:	16b. Signature of 2 <sup>nd</sup> parent (if required):
Printed name:	Printed name:
Date:	Date:

### INSTRUCTIONS – go to [www.doh.wa.gov](http://www.doh.wa.gov) for more information

#### Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

#### Birth Certificates

1. Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
2. The proof(s) must match the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
3. Documentary proof must be five or more years old or established within five years of birth.

#### Child under 18

- If legal guardian(s), include certified court order proving guardianship
- Up to age one, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names)\*
- After age one, a court order is required to change the last name
- No proof is required to change the first or middle name\*
- To correct parent's information, one documentary proof is required.
- To correct the sex of the child, one documentary proof from a medical provider is required

#### Adult (18 years or older)

- Only the adult can change his or her birth certificate
- If the first or middle name is missing, three pieces of documentary proof are required
- If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required
- To correct parent's birth date, place of birth, or name, one documentary proof is required

\*To change any part of the name of a child, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request.

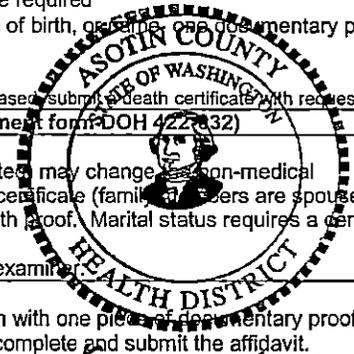
This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)

#### Death Certificates

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented, may change non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). The informant may change marital status with proof. Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.
2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

#### Marriage/Dissolution (Divorce) Certificates

1. Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.



Joel McCullough, M.D., MPH, MS  
Health Officer

JUL 19 2017



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## REVOCABLE TRUST AGREEMENT

This TRUST AGREEMENT is entered into by and between WILLIAM F. KNIES and HUBERTINE J. KNIES, husband and wife (referred to as the "Trustors"), and WILLIAM F. KNIES and HUBERTINE J. KNIES (referred to as the "Trustee").

### ARTICLE I CREATION OF TRUST

By this agreement Trustors transfer and deliver to the Trustee, IN TRUST without any consideration on the part of the Trustee, the property described in the attached Schedule A, receipt of which is acknowledged by the Trustee. The property so described, together with any other property that may later become subject to this trust by the Wills of the Trustors, by collection of life insurance proceeds, or otherwise, shall constitute the "trust estate", and shall be held, administered, and distributed as provided below. This trust shall be known as the "Second Knies Revocable Trust under agreement dated December 4, 2007."

### ARTICLE II STATEMENT REGARDING FAMILY

Trustors declare that their only children are the following: BARBARA KNIES EAREGOOD, PAUL KNIES and BART KNIES.

### ARTICLE III SEPARATE PROPERTY

Trustors declare that prior to creation of this trust, each of them owned certain assets in his or her own right, as the separate property of the respective spouse. It is the Trustor's intention that all separate property transferred to this trust by either spouse and the proceeds thereof (called the "separate estate"), shall retain its character during the lifetimes of the Trustors, subject to all the terms and conditions of this instrument. Unless otherwise indicated, all jointly owned assets listed on Schedule A are owned one-half (1/2) as the separate property of Trustor-husband and one-half (1/2) as the separate property of Trustor-wife

-1-

Inst:	303186	12/05/2007	9.50A
Filed:	HUBERTINE J KNIES	Fee Cd:	D-19
Code:	116	TRUST	58.00

Asotin County Auditor

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ARTICLE IV  
DISPOSITION OF TRUST ESTATE DURING  
LIFETIMES OF TRUSTORS

A. DISTRIBUTION OF INCOME AND PRINCIPAL

During the joint lifetimes of the Trustors, the Trustee shall pay to a Trustor, or shall apply for his or her benefit, as much of the net income and principal of his or her separate estate as the Trustor shall request.

B. PAYMENT BY TRUSTEE ON INCAPACITY

If either Trustor shall come under any physical or mental incapacity, the Trustee may pay to or apply for the benefit of either Trustor as much of the net income and principal of the incapacitated Trustor's separate estate as the Trustee shall deem necessary for either Trustor's proper support, health, and maintenance in his or her accustomed manner of living.

ARTICLE V  
DISPOSITION OF TRUST ESTATE UPON THE  
DEATH OF A TRUSTOR

Upon the death of the first Trustor to die (the "predeceased Trustor"), the trust estate shall be held, administered and distributed as follows

A. PAYMENT OF EXPENSES AND TAXES RELATING TO PREDECEASED TRUSTOR

Upon the death of the predeceased Trustor, the Trustee in the Trustee's discretion may pay out of the trust estate the last illness and funeral expenses, fees and costs incurred in administering the predeceased Trustor's estate, if any, other obligations incurred for the predeceased Trustor's support, and any inheritance and estate taxes (including interest and penalties) arising by reason of the predeceased Trustor's death.

B. DISTRIBUTION OF INCOME AND PRINCIPAL

During the lifetime of the surviving Trustor, the Trustee shall pay to or apply for the benefit of the surviving Trustor, as much of the net income and principal of the trust estate as the surviving Trustor shall request.

C. PAYMENT BY TRUSTEE ON INCAPACITY

If the surviving Trustor shall come under any physical or mental incapacity, the Trustee shall pay or apply for the benefit of the surviving Trustor as much of the net income and principal of the trust estate as the Trustee shall deem necessary for the surviving Trustor's proper support, health, and maintenance in his or her accustomed manner of living

ARTICLE VI  
DISPOSITION ON DEATH OF SURVIVING TRUSTOR

A. PAYMENT OF EXPENSES AND TAXES

On the death of the surviving Trustor, the Trustee may, in the Trustee's discretion, pay out of the principal of the trust estate the last illness expenses, funeral expenses, other obligations incurred for the surviving Trustor's support, and costs of administering Trustor's estate, and shall pay any estate or inheritance taxes attributable to the trust estate by reason of the surviving Trustor's death.

B. DISPOSITION OF TRUST ESTATE

On the death of the surviving Trustor, the Trustee shall sell any real estate, automobiles, homes, etc. in order to reduce the entire trust estate to available cash. The Trustee shall administer the trust estate as follows

1. SPECIFIC CASH GIFT

The Trustee shall distribute Five Thousand Dollars (5,000.-), free of trust, to ANNIE KNIES DE VOS if she survives the surviving Trustor for thirty (30) days, and if she does not, this gift shall lapse and shall be distributed as part of the residue of the trust estate.

2. ALLOCATIONS TO CHILDREN AND GRANDCHILDREN

The residue of the trust estate shall be allocated to those named below who survive the surviving Trustor for thirty (30) days in the amounts indicated

- a. Sixty Percent (60%) to Barbara Knies Earegood, at age 65, and if she fails to survive the surviving Trustor for thirty (30) days, her share shall be added to the share in paragraph b below.
- b. Thirty-Five Percent (35%) to Paul Knies, at age 65, and if he fails to survive the surviving Trustor for thirty (30) days, his share shall be added to the share in paragraph a above
- c. One Percent (1%) to Bart Knies
- d. One Percent (1%) to William Jonathan Knies
- e. One Percent (1%) to Adriana Josephine Knies
- f. One Percent (1%) to Jeremy William Earegood
- g. One Percent (1%) to Angelina Knies

Except as otherwise provided above, any share not effectively allocated above due to a beneficiary not surviving the surviving Trustor for thirty (30) days, shall be distributed as part of the residue of the trust estate.

Shares c through g to be distributed March 31, 2024, at which date the trust shall be closed.

3. BENEFICIARY'S SHARE RETAINED IN TRUST

Each share allocated to a beneficiary under paragraph 2 above shall be retained and administered by the Trustee in a separate Beneficiary's Trust as follows:

The Trustee shall make no distribution of principal or interest to a beneficiary until the dates noted in ARTICLE VI, No. 2, a thru g.

Trustors direct the trustee to invest the beneficiary's entire share in one or more of the following investments: 1) US Treasury Bills; 2) FDIC insured Certificates of Deposit; 3) Tax Free Municipal Bonds, divided into increments of \$25,000.- or less, in the name of the Trust with the following terms: No principal or interest will be paid till the dates noted in ARTICLE VI, No. 2, a thru g.

The beneficiary shall have no right to borrow against any investments or use the investments as collateral for loans. It is the Trustors' desire that this trust will provide retirement funds for the beneficiary

Under no circumstances are the funds to be invested in stocks, or any other bonds.

ARTICLE VII  
POWERS OF THE TRUSTEE

To carry out the purposes of any trust created under this instrument and subject to any limitations stated elsewhere in this instrument, the Trustee is vested with the following powers with respect to the trust estate and any part of it, in addition to those powers now or hereafter conferred by law:

A. STATUTORY POWERS

All powers enumerated in the Washington Uniform Trust Code as it exists on the date of this instrument, as though such powers were herein set forth in full, without necessity for petition to the court having jurisdiction over this Trust.

B. DIVISION AND DISTRIBUTION

In any case in which the Trustee is required, pursuant to the provisions of the Trust To divide any trust property into parts or shares for the purpose of distribution, or otherwise, the Trustee is authorized, in the Trustee's absolute discretion, to make the division and distribution on a non-pro rata basis, and in kind, including undivided interests in any property, or partly in kind and partly in money, and for this purpose to make such sales of the trust property as the Trustee may deem necessary on such terms and conditions as the Trustee shall see fit.

C. OTHER POWERS

Any other power or powers which may appear necessary or desirable to any Court having jurisdiction over this trust, on petition by the Trustee or beneficiary

ARTICLE VIII  
PROVISIONS RESPECTING TRUSTEE

A. SUCCESSOR TRUSTEE

Upon the death or incapacity of the surviving trustee, or the incapacity of both trustees, Barbara Knies Earegood shall serve as trustee. If Barbara Knies Earegood is unable or unwilling to serve as successor trustee, Paul Knies shall serve as trustee.

B. ALTERNATE SUCCESSOR TRUSTEE

If at any time all of the Trustees designated above fail to qualify or cease to act as Trustee, a majority in interest of the adult beneficiaries then entitled to share in the distribution of the net income from the respective trust estates shall have the power to appoint a successor Trustee by a written instrument. The original of such instrument shall be delivered to the successor Trustee and copies to all of the adult beneficiaries and to any retiring Trustee.

C. WAIVER OF BOND

No bond shall be required of any Trustee named in this instrument.

D. POWERS AND LIABILITIES OF SUCCESSOR TRUSTEE

Any successor Trustee, whether corporate or individual, shall have all of the rights and powers, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustee. Any successor Trustee shall be subject to any restrictions imposed on the original Trustee. No successor Trustee shall be required to examine the accounts, records and acts of any previous Trustee. No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustee.

E. COMPENSATION OF TRUSTEE

The Trustee shall be entitled to reasonable compensation for its services and for the services of council retained by it, including services in connection with the termination or revocation in whole or in part of any trust hereunder.

ARTICLE IX  
NO CONTEST

In the event any beneficiary under this trust shall, singularly or in conjunction with any other person or persons, contest in any court the validity of this trust or of a Trustor's Last Will or shall seek to obtain an adjudication in any proceeding in any court that this trust or any of its provisions or that such Will or any of its provisions is void, or seek otherwise to void, nullify, or set aside this trust or any of its provisions, then the right of that person to take any interest given to him by this trust shall be determined as it would have been determined had the person predeceased the execution of this trust instrument without surviving issue.

The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions.

ARTICLE X  
WITHDRAWAL, REVOCATION AND AMENDMENT

During the lifetime of both Trustors, any separate estate may be withdrawn in whole or in part by the Trustor who transferred it to this trust. The power of withdrawal shall be exercised by written notice delivered to the other Trustor and to the Trustee. In the event of such withdrawal the separate estate shall revert to the Trustor contributing it and shall constitute his or her separate property as if this trust had not been created.

This trust agreement may not be amended or revoked during the lifetime of both Trustors without the written agreement of both of them. After the death of the predeceased Trustor, the surviving Trustor shall have the power to amend or revoke the trust agreement. After the death of the surviving Trustor, this trust agreement may not be amended or revoked by any person. No amendment shall substantially change the duties and liabilities of the Trustee without the Trustee's written consent. The powers of the Trustors to revoke or amend this instrument are personal to them and shall not be exercisable on their behalf by any guardian, conservator, or other person, except that revocation or amendment may be authorized after notice to the Trustee, by the court that appointed the guardian or conservator.

ARTICLE XI  
GENERAL TRUST PROVISIONS

A. SPENDTHRIFT PROVISION

No interest in the principal or income of any trust created under this instrument shall be anticipated, assigned, or encumbered or subject to any creditor's claim or to legal process, prior to its actual receipt by the beneficiary.

B. NOTICE OF EVENTS

Until the Trustee receives written notice of any birth, death, marriage or other event upon which the right to receive payments from the trust estate may depend, the Trustee shall incur no liability for disbursements of principal or income made in good faith to any person whose interest may have been affected by that event.

C. SEVERABILITY

If any provision of this instrument is unenforceable, the remaining provisions shall nevertheless be carried to effect.

D. GENDER AND NUMBER

As used in this instrument, the masculine, feminine or neuter gender, and the singular or plural number, include the other whenever the context so indicates.

E. PARAGRAPH HEADINGS

The descriptive phrases at the head of various paragraphs as to their content are inserted only as a matter of convenience and reference, and in no way are intended to be part of this instrument or to define, limit or describe the scope or intent of the text of the particular paragraphs to which they refer.

F. MENTAL OR PHYSICAL INCAPACITY

1. Determination of Incapacity.

If at any time the Trustee (or, if either Trustor is the sole Trustee, the person named as successor Trustee) receives a written statement signed by Trustor's personal physician (or by a specialist designated by him, or by any two licensed physicians) stating that he considers a Trustor to be so mentally or physically incapacitated as to be substantially unable to manage his or her financial resources and affairs effectively or to resist fraud or undue influence, and if the Trustee other than that Trustor (or, if there is none, the named successor Trustee) shall concur in the physician's statement and files a similar statement in the records of the trust, then, whether or not the Trustor may have been adjudicated or certified an incapacitated or incompetent person and notwithstanding any contrary direction from the Trustor, that Trustor shall be considered to be incapacitated; provided, however, that if a court of competent jurisdiction has within a reasonable time made a finding on the matter, the judicial finding shall control.

2. Effect of Determination of Incapacity

If a Trustor is determined to be incapacitated as provided above, then, during the period of such incapacity, (a) if the Trustor is then acting as a trustee hereunder, the Trustor shall be deemed to have resigned; (b) any attempt by the Trustor to exercise any of the powers reserved to the Trustor under this agreement shall be without force and effect; (c) the Trustee shall have power and authority on the Trustor's behalf to exercise or perform any act or power relating to any transaction of property, real or personal, tangible or intangible, owned by the Trustor, necessary to transfer to the Trustee in trust upon the terms set forth in this agreement any property owned by the Trustor. The power granted to the Trustee under (c) above shall be construed and interpreted as a general durable power of attorney to act as the Trustor's attorney-in-fact and agent in Trustor's name and for Trustor's benefit and shall be in addition to all other powers bestowed upon the Trustee by this agreement

3. Restoration of Capacity

If at any time after determination of incapacity under paragraph 1 the Trustee shall receive a written statement signed by Trustor's personal physician (or by a specialist designated by him, or by any two licensed physicians) that the Trustor is no longer so mentally or physically incapacitated as to be substantially unable to manage his or her financial resources and affairs effectively or to resist fraud or undue influence, then the Trustor shall no longer be deemed to be incapacitated and the powers reserved to the Trustor under this instrument shall be restored. If the Trustee other than such Trustor shall object to the physician's statement, the Trustee may institute proceedings to determine capacity before any appropriate court and the Trustor shall no longer be deemed to be incapacitated unless and until a court having jurisdiction has determined that the Trustor is in fact incapacitated. Restoration of capacity pursuant to this article or such a finding by a court having jurisdiction over such proceedings shall not automatically restore the Trustor as a Trustee under this instrument.

G. TANGIBLE PERSONAL PROPERTY

The Trustee shall have no responsibility for any tangible personal property transferred to the Trustee under the terms of this instrument for so long as either Trustor shall retain the use and possession of such property. The Trustee shall be responsible only for such property as may be physically delivered to it.

H. ADMINISTRATION WITHOUT COURT SUPERVISION

Each trust created by this instrument shall be administered free from the continuing supervision of the court having jurisdiction over the trust; provided, however, that the Trustee or any beneficiary may petition the court for judicial settlement of an accounting or for any other proper purpose.

ARTICLE XII  
PROVISIONS REGARDING LIFE INSURANCE POLICIES

A. PAYMENT OF PREMIUMS

The Trustee shall be under no obligation to pay any premiums or other charges necessary to keep in force any insurance policy in which the trust estate or the Trustee is named beneficiary, nor to determine whether the same have been paid or to notify anyone of the non-payment hereof. The Trustee shall keep safely each insurance policy assigned to or deposited with the Trustee. The owner of any policy shall retain all rights, options, and privileges with respect to the policy.

B. COLLECTION OF INSURANCE PROCEEDS

Upon the death of either Trustor, the Trustee shall use reasonable efforts to collect the proceeds of any insurance on the life of the Trustor and any other benefits payable by reason of the Trustor's death. The Trustee shall have full authority to take any action it deems advisable in regard to collection, and shall pay the expenses of collection, including the expense of any litigation, out of the principal of the trust estate. The Trustee shall have full authority to make any compromise or settlement with respect to the policies and benefits and, if it elects, may exercise any settlement options under any policy. The Trustee may give all necessary and proper releases of liabilities; the receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of any proceeds. The proceeds of any policy shall become principal of the trust estate, except interest paid by the insurer, which shall become income.

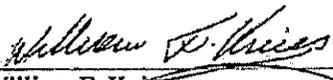
ARTICLE XIII  
GOVERNING LAW

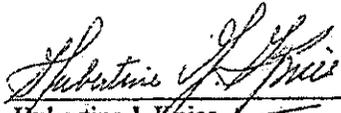
This trust has been accepted by the Trustee in the State of Washington and, unless otherwise provided in this instrument, its validity, construction, and all rights under it shall be governed by the laws of that State.



SCHEDULE A  
SHARED PROPERTY PLACED IN TRUST

1. Property located at 1232 6<sup>th</sup> Street, Clarkston, Washington  
Abbreviated Legal: S ½ E ½ LT 5 BLK 7, South Clarkston, Asotin County, WA.
2. Zions Bank, Salt Lake City, Utah No. 413609868
3. Zions Bank, Salt Lake City, Utah No. 413327446
4. Edward Jones, Clarkston, WA No. 831-13532-1-6
5. Municipal Bonds Indiana Finance Authority, Highway Revenue Refunding  
\$25,000.00
6. Municipal Bonds Trimble County Kentucky Environmental Gas & Electric  
Co. A Refunding \$25,000.00
7. Hartford Life Insurance, Hartford, CT. No. 710863680
8. Lincoln Benefit Life Co., Lincoln NE. No. LBF1184380
9. Lincoln Benefit Life Co., Lincoln NE No. LBF1189870
10. Lincoln Benefit Life Co., Lincoln NE No. LBF1187189
11. Prudential Financial, Philadelphia, PA No 32 924 689
12. Prudential Financial, Philadelphia, PA No. 47 198 985
13. Prudential Financial, Philadelphia, PA No. 28 384 002
14. Prudential Financial, Philadelphia, PA No. 70 915 127

  
William F. Knies  
December 4, 2007

  
Hubertine J. Knies  
December 4, 2007

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