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BOOK 122 PAGE 985

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SKAMIA COUNTY
BY *Clara Durdle*

REAL ESTATE EXCISE TAX

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COMMUNITY PROPERTY AGREEMENT

PAID

GARY A. DUDLE

AGREEMENT, executed this / 5th day of SKAMIA COUNTY TREASURY, 1991

between RICHARD V. DUDLE and ANNA LOFAYNE DUDLE, husband and wife, residing at White Salmon, Washington:

I. DECLARATIONS

1.1 Marital Status. The parties hereto are husband and wife, and have resided in the State of Washington for the past several years.

1.2 Children. Two children have been born as a result of this marriage, namely Lester Lee Durdle, age 15 and Donna Darcene Durdle, age 13.

II. AGREEMENT

FOR AND IN CONSIDERATION of the love and affection they each bear one towards the other, and in consideration of the mutual helpfulness each will be to the other in the future, and for the consideration of the co-mingling of their joint efforts and earnings and property, it is agreed as herein provided.

III. COMMUNITY PROPERTY

All property real or personal now owned or hereafter acquired, whether separate or community with the exception of any property outside the State of Washington which might be inherited by either the husband or wife, is hereby conveyed and converted into community property and hereafter shall be deemed community property for all purposes under the laws of the State of Washington.

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- 1 -

IV. AMENDMENTS, ETC.

4.1 Amendments. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.

4.2 Effect of Divorce. Unless otherwise provided in the divorce decree or in the property settlement agreement, this agreement shall be revoked by any decree divorcing the spouses.

4.3 Effect of Incompetency. If prior to death of either spouse, a legal guardian is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection towards all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

4.4 Effect of Domicile Change. Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

V. VESTING OF OWNERSHIP ON DEATH

Upon the death of the first spouse, all property subject to this agreement shall become the sole and separate property of the surviving spouse. Immediately upon the death of the one spouse, the survivor shall have the full power to sell, will, or otherwise to dispose of all property subject to this Community Property Agreement.

IN WITNESS WHEREOF, the spouses have hereunto set their hands and seals on the day and year first above written.

Richard V. Durdle (SEAL)

Anna Lorraine Durdle (SEAL)

ACKNOWLEDGMENT

STATE OF WASHINGTON)

County of Clark) ss

On this 15 day of June, 1957, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard V. Durdle and Anna Lorraine Durdle, husband and wife, to me known to be the identical individuals described in and who executed the foregoing instrument, and each acknowledged to me that they severally signed and sealed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal on the day and year in this certificate first above written.

NOTARY SEAL

J. E. L.
Notary Public in and for the State of Washington, residing at Vancouver.