

48011

COMMUNITY PROPERTY AGREEMENT

This COMMUNITY PROPERTY AGREEMENT entered into this date by and between CICERO F. MILLSAP, also known as "Clyde" F. Millsap, and CAROLINE GRACE MILLSAP, husband and wife, both of Skamania County, State of Washington:

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of certain real and personal property situate in the State of Washington, and

WHEREAS, it is contemplated by the parties hereto that they may acquire additional property in the future, and

WHEREAS, it is the desire of the parties hereto that all of their property shall pass to the survivor without delay or expense in the event of the death of either party;

NOW THEREFORE, we, Cicero F. Millsap and Caroline Grace Millsap, for and in consideration of the love and affection which we have one for the other, do hereby mutually agree that all of the property which we now own separately, jointly or otherwise, and whether real, personal or otherwise, and wheresoever situate, shall be and it is hereby declared to be the community property of the parties, and each of the parties to this agreement does hereby convey and transfer to the other party and to the community, all property owned by them, even though the same be held in his or her separate estate; and

We hereby mutually agree that all of the property which shall hereafter be acquired by either of us, whether separately, jointly or otherwise, and of whatsoever nature and wheresoever situate, shall be and it is hereby declared to be community property, and each of the parties does hereby convey and transfer to the other and to the community all such property hereafter acquired by either of them, even though the same be acquired in his or her separate estate; and

IT IS FURTHER AGREED that the whole of the community property now owned by us or hereafter acquired by us, including all property the status of which is changed or created by this agreement, shall at once, in the event of the death of Cicero F. Millsap while the said Caroline Grace Millsap survives,

be vested in CAROLINE GRACE MILLSAP absolutely and in fee simple as her sole and separate property; and in the event of the death of the said Caroline Grace Millsap while the said Cicero F. Millsap survives, then the whole of the community property now owned by us or hereafter acquired by us, including all property the status of which is changed or created by this agreement, shall at once vest in the said CICERO F. MILLSAP, absolutely and in fee simple, as his sole and separate property.

IN WITNESS WHEREOF, the parties have executed this agreement this 10th day of December, 1954.

Cicero F. Millsap
Cicero F. Millsap
Caroline Grace Millsap
Caroline Grace Millsap

EXECUTED in the presence of:

Jefferson B. Rich
Wm. P. Goodridge

STATE OF WASHINGTON)
COUNTY OF CLARK) ss

On this day personally appeared before me CICERO F. MILLSAP and CAROLINE GRACE MILLSAP, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of December, 1954.

Jefferson B. Rich
Notary Public in and for the State
of Washington;
Residing at Camas, therein.

