

COMMUNITY PROPERTY AGREEMENT

This COMMUNITY PROPERTY AGREEMENT entered into this date by and between VERNON L. DOWNER and MILDRED M. DOWNER, both of Skamania County, State of Washington:

W I T N E S S E S :

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, Vernon L. Downer and Mildred M. Downer, 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 of this agreement does hereby transfer and convey 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, or jointly or otherwise, and of whatsoever nature, and wheresoever situate, shall be and 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

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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 Vernon L. Downer while the said Mildred M. Downer survives, be vested in Mildred M. Downer absolutely and in fee simple as her sole and separate property; and in the event of the death of the said Mildred M. Downer while the said Vernon L. Downer survives, then the whole of the community property now owned by us or hereafter acquired by us, including all the property the status of which is changed or created by this agreement, shall at once vest in the said Vernon L. Downer Absolutely and in fee simple as his sole and separate property.

IN WITNESS WHEREOF the parties have executed this agreement this 28<sup>th</sup> day of October, 1955.

Vernon L. Downer  
Vernon L. Downer

Mildred M. Downer  
Mildred M. Downer

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA : ss

On this day personally appeared before me Vernon L. Downer and Mildred M. Downer, 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 28<sup>th</sup> day of October, 1955



Robert J. Salvesen  
Notary Public in and for the  
State of Washington; Residing  
at Stevenson, Washington

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