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Bk.D-53, Pg. 524-B

COMMUNITY PROPERTY AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS: That ALBERT L. SMITH, hereafter called the "first party", and MABEL L. SMITH, his wife, hereafter called the "second party", for and in consideration of the love and affection we each bear one toward the other, and further in consideration of the mutual helpfulness we have been, one to the other in the past, and for and in consideration of the co-mingling of our joint efforts in earnings heretofore, do hereby mutually agree one with the other as follows:

FIRST: That each and every piece, parcel, lot or tract of land wherever situated, whether in Clark County, Washington, or in any other county in the State of Washington, and each and every part of mixed property wheresoever situated, and each and every part of personal property wheresoever situated, shall be by us and all other persons whomsoever deemed, esteemed, regarded, treated and known as community property in this agreement, the date of acquiring, the manner of acquiring, and all statements by either of us heretofore made respecting alleged separate property or affecting any property, is to be regarded and esteemed as of no effect. The full intent and purpose of this instrument is to be construed by the courts, our heirs, executors and assigns and by all other persons whomsoever as a voluntary conveyance from one to the other and unitedly to the community of all our earthly possessions in such form and manner that the same shall from this date, be the property of the marital community composed of ourselves as husband and wife.

NOW, THEREFORE, in consideration of the covenants herein contained, we do hereby convey and quitclaim one to the other and jointly to the community, all property now owned or hereafter acquired by either or both of us irrespective of its nature, the same hereafter to be deemed community property.



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SECOND: Being desirous that said property shall pass unto the survivor without delay or expense in case of the death of either of the parties hereto, in case of the death of the said first party while the said second party survives, the said community property as above stated now owned by us or which may hereafter be acquired by us, shall at once vest in the said second party in fee simple as her sole and separate property; and in the event of the death of the said second party, leaving the said first party surviving her, the whole of said property now owned by us or which may hereafter be acquired by us, shall at once vest in the said first party, in fee simple, as his sole and separate property.

DATED this 18th day of March, 1959.

Albert L. Smith

Mabel L. Smith

STATE OF WASHINGTON)

:ss.

COUNTY OF CLARK)

On this 18th day of March, 1959, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALBERT L. SMITH and MABEL L. SMITH, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

FILED FOR RECORD
CLARK CO., WASH.

BY Ted Mason

1959 MAR 20 AM 9:43

Ted Mason
Notary Public in and for the
State of Washington, residing
at Vancouver therein.

REGISTERED ☒ INDEXED ☒ Deeds

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CLERK Bruce Wellington

City