

COMMUNITY PROPERTY AGREEMENT

AGREEMENT executed this 8th day of August, 1963, between JOHN HENRY LIGGETT and JESSIE MAY LIGGETT, husband and wife, residing at North Bonneville, 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. There have been five children born as a result of this marriage, all of which died in infancy.

II. AGREEMENT

FOR AND IN CONSIDERATION of the love and affection they each bear one toward 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, 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.

Initials



IV. AMENDMENTS, ETC.

BOOK

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4.1 Amendments. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses and filed for recording with the County Auditor of the County wherein this instrument is filed. No such amendment or revocation by mutual consent of the spouses shall become effective until written revocation or amendment has been so recorded.

4.2 Effect of Divorce. Unless otherwise provided in the decree of court 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 the 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.

Initials

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 hereto set their hands and seals on the day and year first above written.

John H Liggett
John Henry Liggett

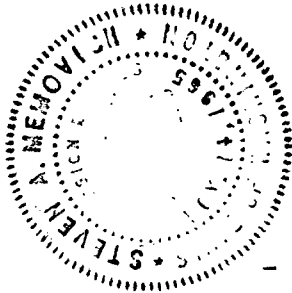
Jessie May Liggett
Jessie May Liggett

A C K N O W L E D G M E N T

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 8th day of August, 1963, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared John Henry Liggett and Jessie May Liggett, 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.



Steven A Memovich
Notary Public in and for the State of Washington, residing at Vancouver, therein.

Form 511 - 7/31/63

INHERITANCE TAX DIVISION OF THE TAX COMMISSION

OF THE STATE OF WASHINGTON

SKAMANIA

In the Matter of the Estate of)	
)	
JOHN HENRY LIGGETT)	NO PROBATE RELEASE
)	OF
)	INHERITANCE TAX LIEN
)	
Deceased.)	

In accordance with the showing made to this Division, pursuant to RCW 83.24.010, we hereby find that the property not probated in the above estate, as disclosed by said showing, is not subject to inheritance tax in this State, said property being described as follows:

Tract No. 1

Beginning at a point 1415.03 feet S and 63.98 feet W of the NE corner of Sec. 21, Twp. 2 N., R. 7 E.W.M. and S 81°00' E 50 feet, and S 9°00' W 120 feet to true point of beginning of tract described herein; thence S 81°00' E 100 feet; thence S 9°00' west 68 feet to the N line of the right of way of S.P. & S. Railway; thence wly along the N line of said railway right of way to a point S 9°00' W of the point of beginning; thence 9°00' E 62 feet to the point of beginning, being designated as Lot 12 of Block 7 of unrecorded plat of North Bonneville, Skamania County, Washington.

Tract No. 2

Commencing at the SWly corner of Lot 9 of Normandy Tracts according to the official plat thereof on file of record in the office of the Auditor of Skamania County, Washington; thence Nly along the Wly line of said Lot 9 a distance of 106 feet; the Wly parallel to the Nly line of State Highway #8 a distance of 40 feet; thence Sly parallel to the Wly line of said Lot 9 to the Nly line of State Highway #8; thence Ely along the Nly line of State Highway #8 to point of beginning.

Tract No. 3

Beginning at the SW corner of Lot 9 of Normandy Tracts, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence in a SWly direction along the Nly line of State Highway #8 a distance of 60 feet to the point of beginning; thence from said point of beginning, Wly along the Nly line of said highway a distance of 45 feet; thence at a right angle in a Nly direction a distance of 64 feet; thence at a right angle in an Ely direction a distance of 45 feet; thence at a right angle in a Sly direction a distance of 64 feet to the point of beginning.

Estate of JOHN HENRY LIGGETT
No Probate Skamania Co.

December 10, 1963

Seller's interest in real estate contract, wherein following described real estate located in Skamania County, Washington was sold:

Beginning at the SE corner of Lot 7 of Normandy Tracts according to the duly recorded plat thereof, and running thence S 54°45' W along the S line thereof, 50 feet; thence N 35°15' W parallel with the E line of said lot, 100 feet; thence N 54°45' E parallel with the S line thereof, 50 feet to the E line of said lot; thence S 35°15' E along said E line to the point of beginning.

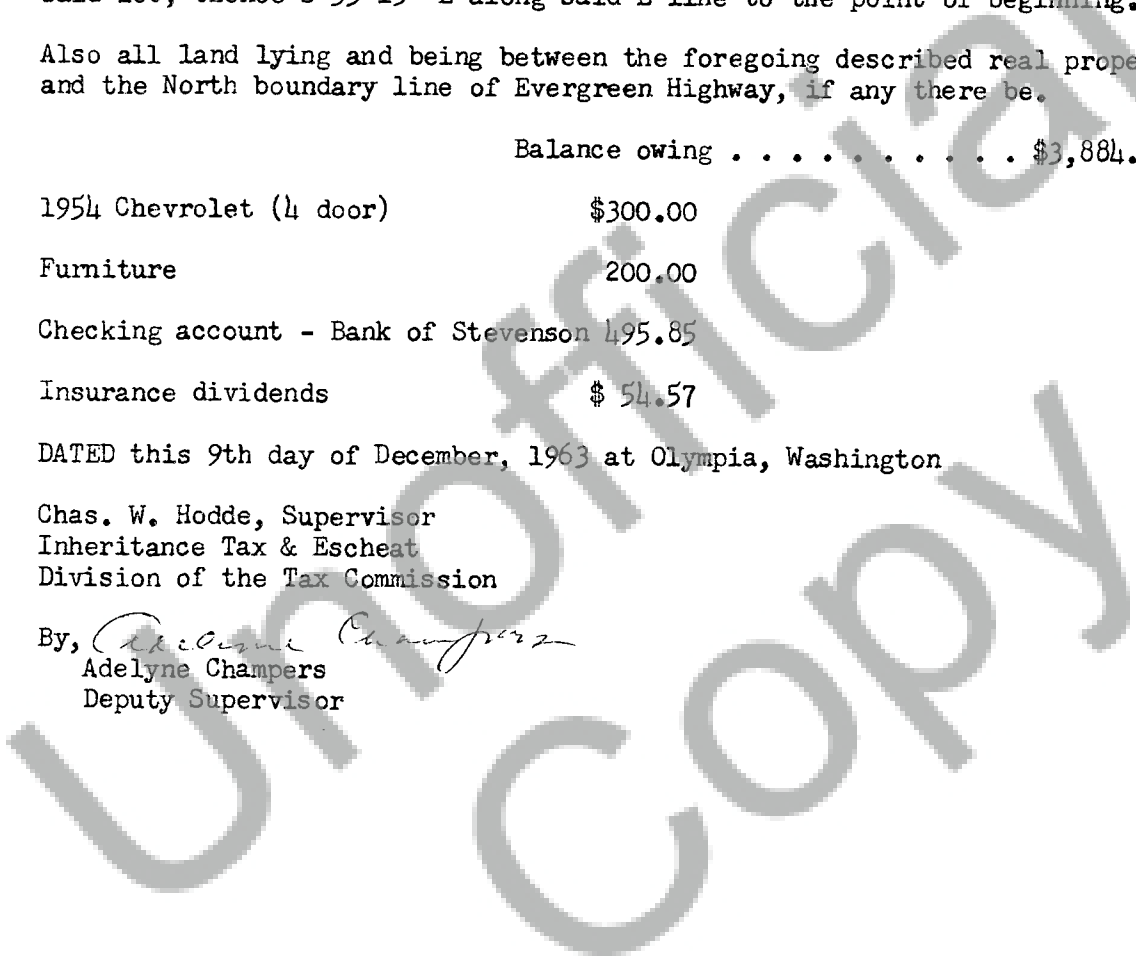
Also all land lying and being between the foregoing described real property and the North boundary line of Evergreen Highway, if any there be.

	Balance owing	\$3,884.38
1954 Chevrolet (4 door)	\$300.00	
Furniture	200.00	
Checking account - Bank of Stevenson	495.85	
Insurance dividends	\$ 54.57	

DATED this 9th day of December, 1963 at Olympia, Washington

Chas. W. Hodde, Supervisor
Inheritance Tax & Escheat
Division of the Tax Commission

By, *Adelyne Champers*
Adelyne Champers
Deputy Supervisor



A F F I D A V I T

STATE OF WASHINGTON)
) ss
County of Skamania)

JESSIE MAY LIGGETT, being first duly sworn on oath, deposes and says:

1. This affidavit is for the purpose of supplying information for record pertaining to that certain Community Property Agreement, executed by John Henry Liggett and Jessie May Liggett, husband and wife, dated August 8, 1963, and recorded simultaneously herewith, and also to the estate of John Henry Liggett, deceased, one of the parties to said agreement. It is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with the following described real property located in Skamania County, Washington:

Tract No. 1

Beginning at a point 1415.03 feet south and 63.98 feet west of the northeast corner of section 21, township 2 North, range 7 east of Willamette Meridian and south 81°00' east 50 feet, and south 9°00' west 120 feet to true point of beginning of tract described herein; thence south 81°00' east 100 feet; thence south 9°00' west 68 feet to the north line of the right of way of S.P. & S. Railway; thence westerly along the north line of said railway right of way to a point south 9°00' west of the point of beginning; thence 9°00' east 62 feet to the point of beginning, being designated as Lot 12 of Block 7 of unrecorded plat of North Bonneville, Skamania County, Washington.

Tract No. 2

Commencing at the southwesterly corner of Lot 9 of Normandy Tracts according to the official plat thereof on file of record in the office of the Auditor of Skamania County, Washington; thence northerly along the westerly line of said Lot 9 a distance of 106 feet, thence westerly parallel to the northerly line of State Highway #8 a distance of 40 feet; thence southerly parallel to the westerly line of said Lot 9 to the northerly line of State Highway #8; thence easterly along the northerly line of State Highway #8 to point of beginning.

Tract No. 3

Beginning at the southwest corner of Lot 9 of Normandy Tracts, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence in a southwesterly direction



along the northerly line of State Highway #8 a distance of 60 feet to the point of beginning; thence from said point of beginning, westerly along the northerly line of said highway a distance of 45 feet; thence at a right angle in a northerly direction a distance of 64 feet; thence at a right angle in an easterly direction a distance of 45 feet; thence at a right angle in a southerly direction a distance of 64 feet to the point of beginning.

Seller's interest in real estate contract, wherein following described real estate located in Skamania County, Washington, was sold:

Beginning at the southeast corner of Lot 7 of Normandy Tracts according to the duly recorded plat thereof, and running thence south 54°45' west along the south line thereof, 50 feet; thence north 35°15' west parallel with the east line of said lot, 100 feet; thence north 54°45' east parallel with the south line thereof, 50 feet to the east line of said lot; thence south 35°15' east along said east line to the point of beginning.

Also, all land lying and being between the foregoing described real property and the North boundary line of Evergreen Highway, if any there be.

2. John Henry Liggett died on September 7, 1963, in Vancouver, Clark County, Washington.

3. The parties to said agreement entered into no subsequent joint wills or agreements which would have the effect of abrogating or nullifying the above mentioned Community Property Agreement.

4. At the date of death the community estate of decedent and Jessie May Liggett was of the approximate value of \$14,880.23, including the real property above described, which had an approximate market value of \$13,884.38. That decedent left no separate estate.

5. All obligations of the community owing at the date of death of decedent have been paid in full, and all expenses of last sickness and for funeral services have been paid or provided for.

6. Decedent was survived by his wife Jessie May Liggett.

Dated this 4th day of November, 1963.

Jessie May Liggett.
Jessie May Liggett

Subscribed and sworn to before me this 4th day of November, 1963.

Steven A. Memovich
Notary Public in and for the State of
Washington, residing at _____ therein.

