

COMMUNITY PROPERTY AGREEMENT

AGREEMENT, executed this 14th day of July, 1958, between WILLIAM BRANDT and EDITH J. BRANDT, husband and wife, residing at Cook, 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 no children born as the result of this marriage, provided however, Edith J. Brandt has one child, born of a previous marriage, namely Mrs. Donna J. Schmitt, and William Brandt has three sons born of a previous marriage, to-wit: Gerald Brandt, son, Donald Brandt, son, and Gail Brandt, son.

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 with the exception of any property outside the State of Washington and with the further

1 exception of any property which may be inherited by either the
2 husband or wife, is hereby conveyed and converted into community
3 property and hereafter shall be deemed community property for all
4 purposes under the laws of the State of Washington.

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6 IV. AMENDMENTS, ETC.

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8 4.1 Amendments. This agreement may be amended or re-
9 voked by written instrument executed and acknowledged by the
10 spouses and filed for recording with the County Auditor of the
11 County wherein this instrument is filed. No such amendment or
12 revocation by mutual consent of the spouses shall become effective
13 until written revocation or amendment has been so recorded.

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15 4.2 Effect of Divorce. Unless otherwise provided in
16 the decree of court or in the property settlement agreement, this
17 agreement shall be revoked by any decree divorcing the spouses.

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19 4.3 Effect of Incompetency. If prior to the death of
20 either spouse, a legal guardian is appointed over the property of
21 one of the spouses on account of incompetency, the legal guardian
22 may join with the competent spouse in a petition to the Court
23 having jurisdiction over the guardianship proceedings for permis-
24 sion to enter into a modification or revocation of this agreement.
25 Hearing on the petition shall be after giving such notice to all
26 interested parties as may be ordered by the Court. If, after the
27 hearing, the Court deems the proposed modification or revocation
28 to be fair and equitable and affords reasonable protection towards
29 all parties concerned, it may authorize the guardian to execute
30 such modification or revocation on behalf of the incompetent
31 spouse.
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4.4 Effect of Domicile Change. Unless otherwise re-
voked 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 hereto set their
hands and seals on the day and year first above written.

William Brandt

Edith J. Brandt

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

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 14th day of July, 1958, before me, the undersigned,
a notary public in and for the State of Washington, duly commis-
sioned and sworn, personally appeared William Brandt and Edith J.
Brandt, husband and wife, to me known to be the identical indi-
viduals 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.