

## COMMUNITY PROPERTY AGREEMENT

This COMMUNITY PROPERTY AGREEMENT entered into this day by and between NICK M. MARTELL and LILLIAN V. MARTELL, husband and wife, of Cape Horn in Skamania County, State of Washington.

## WITNESSETH:

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

WHEREAS, it is contemplated by the parties hereto that in the future they may acquire additional property situated in the State of Washington; and

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

NOW, THEREFORE, we, NICK M. MARTELL and LILLIAN V. MARTELL, husband and wife, 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 situated in the State of Washington, 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 in the State of Washington, 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 situated in the State of Washington, 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 now owned by us or hereafter acquired by us in the State of Washington, including all property the status

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

IT IS FURTHER AGREED that this community property agreement shall pertain only to real and personal property situated in the State of Washington.

IN WITNESS WHEREOF the parties have executed this agreement this 20th day of October, 1972.

Nick M. Martell (SEAL)  
NICK M. MARTELL

Lillian V. Martell (SEAL)  
LILLIAN V. MARTELL

STATE OF WASHINGTON )  
County of Skamania ) ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 20th day of October, 1972, personally appeared before me NICK M. MARTELL and LILLIAN V. MARTELL, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Robert J. Kline  
Notary Public in and for the State of Washington, residing at Stevenson therein.