

AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY - AFTER  
DEATH OF ONE SPOUSE

Agreement made this 5th day of December, 1977, by and between DONALD LEE BIRKENFELD and EVA MAE BIRKENFELD, husband and wife, both of Stevenson, Washington;

WHEREAS husband and wife are owners of certain property, both real and personal, both community and separate, including but not limited to the following described property: A home in Stevenson, Washington, situate on real property described as follows: See attached Exhibit "A"; an undivided interest in real property situate in Ocean Park, Washington, a Co-Ply share presently in the name of Donald Lee Birkenfeld, a 1973 Chevrolet Impala automobile, a 1955 Ford Pickup, stock in Western Bank, and other various items of personal property;

WITNESSETH: That, in consideration of the love and affection that each of said parties has for the other, and in consideration of the mutual benefits to be derived by the parties hereto, it is hereby agreed, covenanted, and promised:

## I.

That, with the exceptions of such property as is now owned by the parties in joint tenancy with right of survivorship, and the interest of either of the parties in any life insurance contracts or policies, all property now owned by the parties, or either of them, whether real, personal, or mixed, or of whatever kind or nature, and the income, accretions, and earnings thereof, is the community property of the parties.

## II.

That, with the exceptions of such property as may be hereafter acquired by the parties as joint tenants with right of survivorship and any interest acquired by either of the parties hereafter in any life insurance contracts or policies, all property hereafter acquired by the parties, or either of them, and the income, accretions, and earnings thereof, whether acquired by capital, gift, bequest, devise, personal efforts, or however acquired, and irrespective of

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whether it is real or personal property, shall be deemed to be, and is hereby declared to be, the community property of the parties.

III.

That it is agreed that in the event of the death of DONALD LEE BIRKENFELD while EVA MAE BIRKENFELD survives, then the whole of the community property now owned together with all other community property, real or personal, that may be hereafter be acquired, shall at once vest in EVA MAE BIRKENFELD in fee simple; and in the event of the death of EVA MAE BIRKENFELD while DONALD LEE BIRKENFELD survives then the whole of the community property now owned together with all other community property, real and personal, that may hereafter be acquired, shall at once vest in DONALD LEE BIRKENFELD in fee simple.

IN WITNESS WHEREOF, we have executed this agreement at Stevenson, Washington, the day and year first above written.

Donald Lee Birkenfeld  
Eva Mae Birkenfeld

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss

On this day personally appeared before me DONALD LEE BIRKENFELD and EVA MAE BIRKENFELD, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 5th day of November, 1977.

Notary Public  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Stevenson.



Exhibit "A" attached to Community Property Agreement dated December 5, 1977 by and between DONALD LEE BIRKENFELD and EVA MAE BIRKENFELD, husband and wife.

Legal description of property owned in Skamania County, Washington:

All of Lot 7; the Westerly 10 feet of Lot 6; and the Easterly 10 feet of Lot 8; of Block 7 of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Unofficial  
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