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## COMMUNITY PROPERTY AGREEMENT

MBH. KNOW ALL MEN BY THESE PRESENTS: That We, GEORGE O. NICHOLS and  
 MAXINE<sup>VS</sup> NICHOLS, husband and wife, residing in the County of Skamania,  
 State of Washington, on this 5<sup>th</sup> day of June, 1970, for and in consid-  
 eration of the love and affection which we bear, one toward the other,  
 and further, in consideration of the mutual helpfulness we have been,  
 one toward the other, in the past, and for and in consideration of the  
 commingling of our joint efforts and earnings and properties heretofore,  
 we do hereby mutually agree, one with the other, that all of the property  
 which we now own, jointly, separately, or otherwise, whether real, person-  
 al or mixed, of whatsoever kind or character, and wheresoever situated or  
 located, together with all property which we, or either of us, may acquire  
 in the future, whether real, personal or mixed, of whatsoever kind or char-  
 acter, and wheresoever located or situated, shall be by us and all other  
 persons whomsoever, deemed, esteemed, regarded and treated and known as the  
 community property of GEORGE O. NICHOLS and MAXINE<sup>VS</sup> NICHOLS, husband and  
 wife.

In this agreement so made, one with the other, the date acquiring  
 property and all statements made by either or both of us heretofore respect-  
 ing alleged separate property or affecting any property, are to be regarded  
 and esteemed as of no force and effect.

The full intent and purpose of this instrument is to be construed by  
 the Court, our heirs, executors and assigns and all other persons whomsoev-  
 er, as a present voluntary conveyance and conversion, from one to the other,  
 and unitedly to the community of all of our earthly possessions, and each of  
 the parties hereto do hereby grant, bargain and convey said property from  
 one to the other, and unitedly to the community, in such form and manner  
 that the same shall from this date be and constitute the property of the  
 community of ourselves as husband and wife, so that we might avail oursel-  
 ves of the provisions of RCW 26.16.120 concerning agreements between husband

and wife, fixing the status and disposition of community property to take effect upon the death of either.

It further being our desire that in the event of the death of either of us, the said property hereinbefore mentioned and by this instrument declared to be the property of the community of ourselves as husband and wife, shall without delay or expense, pass to the survivor; we hereby mutually agree, one with the other, that in the event of the death of the said GEORGE O. NICHOLS, while the said MAXINE NICHOLS survives, the title of and to the whole of said community property shall be at once vested in the said MAXINE NICHOLS, the real property in fee simple and the personal property absolutely, and that in the event of the death of the said MAXINE NICHOLS, leaving the said GEORGE O. NICHOLS surviving her, the title of and to the whole of said community property shall at once vest in the said GEORGE O. NICHOLS, the real property in fee simple and the personal property absolutely.

IN WITNESS WHEREOF, We, the said GEORGE O. NICHOLS and MAXINE NICHOLS, husband and wife, have hereunto set our hands this      day of June, 1970.

STATE OF WASHINGTON }  
County of Skamania } ss.

THIS IS TO CERTIFY that before me, the undersigned authority in and for the State of Washington, on the day and year last above written, personally appeared GEORGE O. NICHOLS and MAXINE NICHOLS, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

NICHOLS  
Community Property Agreement  
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