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RETURN ADDRESS:  
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FILED FOR RECORD  
SKAGHANIA CO. WASH  
BY *L. Eugene Hanson*

JAN 10 4 42 PM '97

*O. Lowry*  
AUDITOR  
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Community Property Agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. RUBY E. SUME
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. JOHN F. SUME
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

☐ Additional Names on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional Names on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-10-22-0-0-1900-00

☐ Property Tax Parcel ID is not yet assigned.☐ Additional Names on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read  
the document to verify the accuracy or completeness of the indexing information.

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xv)

COMMUNITY PROPERTY AGREEMENT

Agreement made in White Salmon, Washington on this 4th day of June, 1991, between JOHN FREDRICK SUME ("Husband") and RUBY EVELYN SUME ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Property Covered. This Agreement shall apply to all property (community and separate) now owned or hereafter acquired by Husband and Wife (except for property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved in writing by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both, which shall be considered and is hereby declared to be the community property of the parties. All such property is referred to in this Agreement as the "described community property." Either spouse may disclaim in whole or in part any interest in property hereafter acquired which would be the separate property of the other spouse except for the provisions of this section 1. In the event of such a disclaimer, the interest disclaimed shall be and remain the separate property of the other spouse. Such a disclaimer shall not affect the right of the disclaiming spouse to receive all, any part of, or interest in such property of the other spouse by a later gift or inheritance.

2. Vesting at Death of a Spouse. If one spouse dies and the other spouse survives by ten days, all of the described community property shall



vest in the surviving spouse as of the moment of death of the first spouse.

3. Disclaimer. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with reference to specific parts, shares or property. The interest disclaimed shall pass as if the provisions of section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

4. Automatic Revocation. The provisions of section 2 above shall be automatically revoked

(a) upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce, or

(b) upon the establishment of a separate domicile out of the State of Washington by either party, or

(c) immediately prior to death, if neither party survives the other by ten days.

5. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of section 2 above. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled spouse. Each party designates the other party as attorney-in-fact to become effective upon disability to agree to the termination. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in the State of Washington signs a statement declaring

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that the named spouse is unable to manage his or her own affairs.

6. Powers of Appointment. This Agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provision of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

John Fredrick Sume  
JOHN FREDRICK SUME

Ruby Evelyn Sume  
RUBY EVELYN SUME

STATE OF WASHINGTON)  
COUNTY OF KLIKITAT) ss.

On this day personally appeared before me JOHN FREDRICK SUME and RUBY EVELYN SUME, to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on this 4th day of June, 1991.



Betty Lou Hunsaker  
Notary Public in and for the State  
of Washington, residing at  
White Salmon.

My appointment expires on 1-10-93

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JOHN FREDRICK SUME  
RUBY EVELYN SUME  
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