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BOOK 168 PAGE 64

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SKAMIA CO. WASH  
BY *Kielpinski & Assoc.*

AUG 8 4 23 PM '97

*P. Lawry*  
AUDITOR  
GARY H. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Associates, P.C.  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

Document Title(s) or transactions contained therein:  
Community and Separate Property Agreement

Grantor(s): [Last name first, then first name and initials]

1. Choquette, Benjamin G. (Deceased) and  
Choquette, Violet W., (husband and wife)

Additional names on page \_\_\_\_ of document

Grantee(s): [Last name first, then first name and initials]

1. Choquette, Violet W.
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_ of document

Abbreviated Legal Description: [i.e., lot/block/plat or  
sec/twp/range/1/2]

Lots 4, 5 and 6 of Block 2 of Estabrooks Addition to the Town of  
Carson

Complete legal description is on page 3 of Affidavit  
in Support of Community Property Agreement

Reference Number(s) of Documents Assigned or Released:  
[Bk/Pg/Aud#]

Additional numbers on page \_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number(s):

Property Tax Parcel ID is not yet assigned

Indexed	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Unindexed	<input type="checkbox"/>
Unindexed	<input type="checkbox"/>

COMMUNITY AND SEPARATE PROPERTY AGREEMENT

Agreement made in Stevenson, Washington on November 30, 1979, between BENJAMIN G. CHOQUETTE ("husband") and VIOLET W. CHOQUETTE ("wife"), husband and wife, both of whom are domiciled in Carson, Skamania County, 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 whether now or hereafter registered in the name of one or the other or both parties or whether acquired by one or the other or both, which shall be considered and is declared to be the community property of the parties, with exceptions as set forth below. All such property is referred to in this Agreement as the "described community property", except for the following which shall remain the separate property of the party specified:

- a. Separate property of Benjamin G. Choquette  
360 shares Chemical Fund Inc.  
American National Insurance - No. 2346912  
Business Men's Assurance - No. L1605891
- b. Separate property of Violet W. Choquette  
Real property situated in Carson, Skamania County, Washington described as follows:

Lots 3, 4 & 5 of Block Two of ESTABROOKS  
ADDITION TO THE TOWN OF CARSON according  
to the official plat thereof on file and  
of record at page 31 of Book A of Plats, records  
of Skamania County Auditor, Washington.

SUBJECT TO a life estate vested in Benjamin  
G. Choquette.

Columbia Gorge Bank, Stevenson, Washington  
Certificate No. 1503

2. Vesting at Death of a Spouse. If Husband dies and  
Wife survives him by ten days, all of the described community  
property shall vest in wife. If Wife dies and Husband survives  
her by ten days, all of the described community property shall  
vest in Husband.

3. Automatic Revocation. The provisions of Paragraph  
1 regarding after acquired property and the provisions of paragraph  
2 shall be automatically revoked if

(a) Either party files a petition, complaint or other  
pleading for separation, dissolution or divorce; or

(b) The parties move their domicile to another  
jurisdiction.

4. Optional Revocation by One Party. If either party  
becomes disabled, the other party shall have the power to ter-  
minate the provisions of paragraph 1 regarding after acquired  
property and the provisions of paragraph 2 and each party  
designates the other as attorney-in-fact to become effective  
upon disability to exercise such power. The termination shall  
become 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 person. 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 that the named person is unable to manage his or her own affairs. Nothing in this paragraph 4 shall be construed so as to give either spouse control or rights of disposition of the separate property of the other spouse.

5. Powers of Appointment. This agreement shall not affect any power of appointment that is now held or is 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.

6. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other agreement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

*Benjamin G. Choquette*  
BENJAMIN G. CHOQUETTE

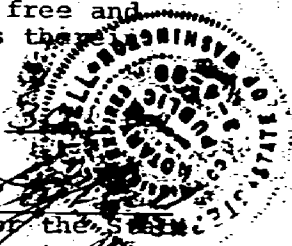
*Violet W. Choquette*  
VIOLET W. CHOQUETTE

STATE OF WASHINGTON )  
                                  )  
County of Skamania )

On this day personally appeared before me BENJAMIN G. CHOQUETTE and VIOLET W. CHOQUETTE, husband and wife, 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 there mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ of November, 1979.

*Stephen G. [Signature]*  
NOTARY PUBLIC in and for the State  
of Washington, residing at *[Address]*



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