

130395

Return Address:

James H. LaFollette
782 Little Rock Creek Rd
Cock, Wa 98605

BOOK 172 PAGE 993
FILED RECORD
SKAMIA CO. WASH.
BY James H. LaFollette

FEB 2 1 59 PM '98

P. Johnson
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. James H. LaFollette 2. Anna Sue LaFollette 3. 4. <input type="checkbox"/> Additional Names on page ____ of document.
GRANTEE(S) (Last name, first, then first name and initials) 1. James H. LaFollette 2. Anna Sue LaFollette 3. 4. <input type="checkbox"/> Additional Names on page ____ of document.
LEGAL DESCRIPTION (Abbreviated: IE, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) <input type="checkbox"/> Complete legal on page ____ of document.
REFERENCE NUMBER(S) Of Documents assigned or released: <input type="checkbox"/> Additional numbers on page ____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel #'s 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.

COMMUNITY PROPERTY AGREEMENT

This agreement is made this 6 day of November, 1997 between JAMES H. LAFOLLETTE ("Husband") and ANNA SUE LAFOLLETTE ("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 community and separate property now owned or hereafter acquired by Husband and Wife or either of them (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved 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. All such property is declared to be community property of Husband and Wife and is referred to in this Agreement as the "described community property."
2. **VESTING AT DEATH OF SPOUSE:** If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.
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 assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest, with the surviving spouse entitled to the benefits provided by any alternate disposition.
4. **AUTOMATIC REVOCATION:** The provisions of paragraph 2 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 domicile out of the State of Washington by either party; or (c) Immediately prior to simultaneous death, if the order of death cannot be ascertained.
5. **OPTIONAL REVOCATION BY ONE PARTY:** If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon disability to exercise of written notice thereof to the disabled spouse and to the guardian(s), 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 person 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 any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

IN WITNESS WHEREOF, the said parties have hereunto set their signatures this 6 day of November, 1997.

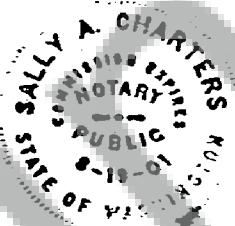
James H. LaFollette
Husband

Anna Sue LaFollette
Wife

STATE OF Washington)
County of Klickitat) ss:

On this day personally appeared before me JAMES H. LAFOLLETTE and ANNA SUE LAFOLLETTE, 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 6 day of November, 1997.



Sally A. Charters
SALLY A. CHARTERS
Commission Expires 8-19-01