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BOOK 231 PAGE 395

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SKAMIA A.D. WASH
BY *Weber & Gunn*

OCT 29 10 05 AM '02

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J. M. H.

RETURN ADDRESS

SAM B. GUNN

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7700 NE 26TH AVENUE

VANCOUVER, WA 98665

Please Print neatly or Type information
DOCUMENT TITLE(S)

Community Property Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

None

Additional Reference #'s on page _____

GRANTOR(S)

Gilbert F. Johnston

Additional Grantors on page # _____

GRANTEE(S)

Lenora R. Johnston

For record
Recorded (A)
Recorded (B)
Recorded (C)
Recorded (D)
Recorded (E)

Additional Grantees on page # _____

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

None

Additional Legal is on page # _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

None

Additional Parcel #'s on page _____

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

COMMUNITY PROPERTY AGREEMENT

THIS COMMUNITY PROPERTY AGREEMENT is made and entered into by and between GILBERT F. JOHNSTON and LENORA R. JOHNSTON, husband and wife, both of Clark County, Washington.

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of certain property situated in the State of Washington, consisting of real and personal property; and

WHEREAS, the parties contemplate acquiring more property in the future; and

WHEREAS, the parties are desirous of all of their property passing to the survivor without delay or expense in the event of the death of either of them;

NOW, THEREFORE, we, GILBERT F. JOHNSTON and LENORA R. JOHNSTON, for and in consideration of the love and affection that we have one for the other, do hereby mutually agree that upon the death of the first of us to die, all of the property which we have separately, jointly or otherwise, and whether real, personal, or mixed and wheresoever situate shall be community property upon the death of the first of us to die; and

IT IS FURTHER AGREED that upon the death of the first of us to die, the whole of the community property shall at once, in the event of the death of husband while the said wife survives, be vested in her and real property in fee simple and the personal property absolutely as her sole and separate property; and in the event of the death of the said wife leaving the said husband surviving her, the whole of said community property shall at once vest in the said husband and the real property in fee simple and the personal property absolutely as his sole and separate property.

This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.

If prior to the death of either spouse a legal guardian is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the



3498672
Page: 3 of 4
08/08/2002 11:32A
22.00 Clark County, WA

LENORA JOHNSTON

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Clark County, WA

BOOK 231 PAGE 391

guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection toward all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

In the absence of other evidence indicating the parties' intent to terminate this agreement, it shall, nevertheless, be deemed mutually terminated and of no further force and effect upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to one or the other party.

Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

IN WITNESS WHEREOF the parties have hereunto set their hands this _____ day of 1 SEP, 1993.

GILBERT F. JOHNSTON JR.
GILBERT F. JOHNSTON

LENORA R. JOHNSTON
LENORA R. JOHNSTON



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Page: 3 of 4
10/21/2002 01:10P
22.00 Pacific Co, WA

BOOK 231 PAGE 398



3498672

Page: 4 of 4
08/08/2002 11:32A
22.00 Clark County, WA

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me GILBERT F. JOHNSTON, to me known to be the individual described in and who executed the within and foregoing Community Property Agreement, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1 day of

September, 1993.



Cathy A. Coatney
Cathy A. Coatney
NOTARY PUBLIC FOR WASHINGTON
My Appointment Expires: 9-30-96

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me LENORA R. JOHNSTON, to me known to be the individual described in and who executed the within and foregoing Community Property Agreement, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1 day of

September, 1993.



Cathy A. Coatney
Cathy A. Coatney
NOTARY PUBLIC FOR WASHINGTON
My Appointment Expires: 9-30-96



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Page: 4 of 4
10/21/2002 01:10P
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