

SA-14677

AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY
After Death of One of the Spouses

9505230031

KNOW ALL MEN BY THESE PRESENTS:

That this agreement, made and entered into this 19 day of February, 1991, by and between **KENNETH ALLAN POWELL** and **PENELOPE SUREAU POWELL**, husband and wife, of 811-37th Street, Anacortes, Skagit County, Washington,

WITNESSETH; That whereas, the said parties are owners of certain property, all of which, regardless of method of acquisition or source, they hereby declare to be community property, constituting all of the property now owned by said parties, and said parties are desirous that said property, together with all other property of whatsoever nature, either real or personal, which may be hereafter acquired or received by either or both of them, whether by gift, inheritance, purchase, or otherwise, shall be deemed to be community property, and in the event either party now owns or hereafter acquires any property which might otherwise be the separate property or quasi community property of that party, said party hereby conveys and quit claims to the other party a community interest in said property, so that the same will be community property, and that the same shall pass without delays or undue expense upon the death of either to the survivor.

NOW, THEREFORE, for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, the receipt of which is hereby acknowledged by each party hereto, and also, in consideration of the love and affection that each of said parties bears for the other, it is hereby agreed that in the event of the death of **KENNETH ALLAN POWELL** while **PENELOPE SUREAU POWELL** survives, then the whole of said community property now owned together with all other community property, real or personal, that may hereafter be acquired, shall at once vest in said **PENELOPE SUREAU POWELL** in fee simple; and in the event of the death of **PENELOPE SUREAU POWELL** while **KENNETH ALLAN POWELL** survives, then the whole of said community property now owned together with all other community property, real and personal, that may hereafter be acquired, shall at once vest in said **KENNETH ALLAN POWELL** in fee simple; and each party conveys and quit claims to the surviving party all of said community and all other property which were it not for this agreement might be the separate estate or quasi community property of the conveying party, in compliance herewith.

IN WITNESS WHEREOF, the said **KENNETH ALLAN POWELL** and **PENELOPE SUREAU POWELL** have hereunto set their hands and seals the day and date first above written.

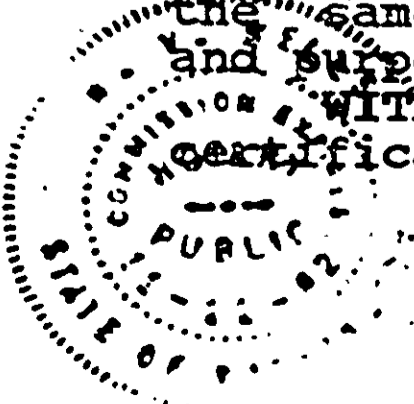
Signed, Sealed and Delivered
in the presence of

W. V. Wells) Kenneth Allan Powell (SEAL)
Karman Separated Hardy) Penelope Sureau Powell (SEAL)

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on this 19 day of February, 1991, before me, **W. V. WELLS**, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came **KENNETH ALLAN POWELL** and **PENELOPE SUREAU POWELL**, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



9505230031 W. V. Wells
NOTARY PUBLIC in and for the State of Washington, residing at Anacortes
My appointment expires Nov. 11, 1992

SKAGIT COUNTY
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 (SEAL)