

AFTER RECORDING RETURN TO:

Name William R. Allen, Attorney

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City, State, Zip Sedro Woolley, WA 98284



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Skagit County Auditor

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COVER SHEET

Document Title: Community Property Agreement

Reference Number(s) of Documents Assigned or Released:

Grantor(s):

1. Betty A. Osborne
2. Derward H. Osborne

Grantee(s):

1. Betty A. Osborne
2. Derward H. Osborne
3. Public

Abbreviated Legal Description: Lot 20, "FIDALGO COMMONS PUD"

Assessor's Property Tax Parcel/Account Number(s): 4817-000-020-0000/P120468



AGREEMENT CONCERNING STATUS AND DISPOSITION OF COMMUNITY AND SEPARATE PROPERTY

THE PARTIES HERETO, DERWARD H. OSBORNE, hereinafter called "husband" and BETTY A. OSBORNE, hereinafter called "wife",

WITNESSETH: Whereas, husband and wife are residents of Sedro Woolley, Washington, and are the owners of certain real and personal property, and are desirous that said property together with all after acquired real and personal property of the parties, shall pass without delay or expenses upon the death of either to the survivors, now, therefore,

FOR AND IN CONSIDERATION OF ONE DOLLAR and love and affection that each of the parties bears for the other; and pursuant to the law of the State of Washington, it is hereby agreed as follows:

I.

Each and every item of separate property of each party of whatsoever nature and wheresoever situated, and all such separate property hereinafter acquired by each party, be and the same hereby is and shall be conveyed, transferred, assigned, set over, deemed, esteemed, constituted and regarded as community property of the parties as husband and wife.

II.

In the event of the death of the husband, while wife survives then all community property which the parties may then own or be entitled to shall at once vest in wife, free from any and all claims of any other heir of husband. In the event of the death of wife, while the husband survives, then all of the community property, which the parties may then own or be entitled to shall at once vest in husband, free from any and all claims of any other heirs of wife.

III.

The parties hereto have published, and may in the future publish, as and/or their Last Will and Testament, disposing of their respective interests in property which for any reason may not be effectively disposed of by this agreement upon the death of one and the survival of the other, and also disposing of the property of the parties or survivor thereof in the event of a common disaster or upon the subsequent death of the survivor of this agreement. Neither this instrument nor said will shall derogate from the force and effect of the other: PROVIDED that in the event of any inconsistency between this agreement and the will of either party in effect upon such party's death while the other party survives this agreement shall prevail.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 13th day of February, 1975.

Derward H. Osborne

Betty A. Osborne

STATE OF WASHINGTON)
): SS
COUNTY OF SKAGIT)

On this day personally appeared before me DERWARD H. OSBORNE, AND BETTY A. OSBORNE, his wife, to me known to be the individuals described in the foregoing instrument and acknowledged that they signed the same and executed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of February, 1975.

James M. Jones
Notary Public in and for the State of Washington, residing at Sedro Woolley
Crest