

Filed for Record at the Request of:

Aaron M. Rasmussen  
Attorney at Law, P.S.  
1101 Eighth Street, Suite A  
Anacortes, WA 98221



201210240111

Skagit County Auditor

10/24/2012 Page

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4 4:09PM

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Arthur H. Moll

GRANTEE: Margaret E. Moll

ABBREV. LEGAL DESCRIPTION: J M MOORE'S TO ANA LTS 1 & 2 BLK 5

ASSESSOR'S TAX/PARCEL ID NO.: 3804-005-002-0009 / P57923

## COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT ) ss.

MARGARET E. MOLL, being first duly sworn, upon oath deposes and says:

1. I am the lawful surviving spouse of ARTHUR H. MOLL ("Decedent"), who died September 26, 2012 at Anacortes, Washington. At that time and at all times referenced in this document, both of us were residents of Anacortes, Skagit County, Washington.
2. On January 30, 2006, Decedent and I, while married, executed an agreement entitled "Community Property Agreement" ("the Agreement"), which is attached hereto. The Agreement provides that all property owned at the time of the Agreement or thereafter acquired by either or both spouses is community property, and that such property vests in the survivor immediately upon the death of either spouse. We were legally competent at the time of the Agreement and have executed no subsequent Wills or other instruments that would have the effect of abrogating or nullifying the Agreement.
3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest was community property.
4. Among the items that Decedent and I held as community property at the time of Decedent's death was the following described real estate, situated in the County of Skagit, State of Washington:

Lots 1 and 2, Block 5, J. M. MOORE'S ADDITION TO ANACORTES,  
according to the plat thereof recorded in Volume 1 of Plats, page 32, Records  
of Skagit County, Washington.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2012 3363

OCT 24 2012

Amount Paid \$0  
Skagit Co. Treasurer  
By *mm* Deputy

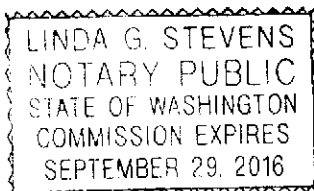
Subject to easements, restrictions, and reservations of record, if any.

5. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and there are no unpaid creditors of Decedent or of the former marital community. Decedent's estate was not subject to state or federal transfer taxes, because its fair market value as of the date of Decedent's death was below the applicable exemption thresholds in effect at that time.
6. Decedent executed a Will on the same date that the Agreement was executed, January 30, 2006. The Will designates me as the beneficiary of 100% of Decedent's estate. No proceedings have occurred, nor are any proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the decedent.
7. This affidavit is made to induce any and all title insurance companies to issue policies of title insurance on real property passing to me as the surviving spouse of Decedent, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 19<sup>th</sup> day of October, 2012.

Margaret E. Moll  
MARGARET E. MOLL

SUBSCRIBED and SWORN (or affirmed) to before me this 19<sup>th</sup> day of October, 2012.



Linda G. Stevens  
NOTARY PUBLIC in and for the State of  
Washington, residing at Anacortes.  
My appointment expires 9/29/2016.



201210240111  
Skagit County Auditor

## COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between ARTHUR H. MOLL and MARGARET E. MOLL, husband and wife ("the Spouses"), both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the Spouses hereby agree as follows:

A. Status of Property. All property of whatever nature or description; whether real, personal, or mixed and wherever located; now owned, or hereafter acquired by the Spouses or either of them, shall be considered and hereby is declared to be community property.

B. Disposition of Property. Upon the death of one of the Spouses survived by the other Spouse, all the then-existing community property of the Spouses, real and personal, shall vest in and become the sole property of the surviving Spouse in fee simple.

C. Independent Counsel. Each Spouse recognizes that he or she has a right to be represented by independent counsel in arriving at this Agreement and hereby waives that right and states that he or she has had an adequate, fair, and full disclosure of all assets now owned and the value of each involved in this Agreement.

D. Termination. This Agreement may be terminated upon mutual, written agreement of the Spouses or their acting Attorney(s)-in-fact. In the absence of other evidence indicating the Spouses' intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon the occurrence of one or more of the following events:

- (a) Upon either or both of the Spouses moving their domicile to another state.
- (b) Upon either Spouse filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.
- (c) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.

E. Optional Revocation by One Spouse. If either Spouse becomes incapacitated, the other Spouse shall have the power to revoke this agreement. The termination shall be effective upon the delivery of written notice thereof to the incapacitated Spouse and to the guardians, if any, of the person and of the estate of the incapacitated person. For purposes of this paragraph, a Spouse shall be deemed incapacitated upon receipt by the other Spouse of written notice, signed by the incapacitated Spouse's duly-licensed attending physician



or by two duly-licensed physicians who have examined the incapacitated Spouse, declaring that the incapacitated Spouse is unable to manage his or her own affairs.

F. 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 B had been revoked as to such interest, with the surviving Spouse entitled to the benefits provided by any alternate disposition.

G. Revocation of Contrary Provisions. The provisions of any community property agreement, agreement regarding the status of property, or any other arrangement made previously by the Spouses or either of them affecting the property described in this Agreement are hereby revoked to the extent of any inconsistency with this Agreement.

SIGNED at Anacortes, Washington this 30<sup>th</sup> day of January, 2006.

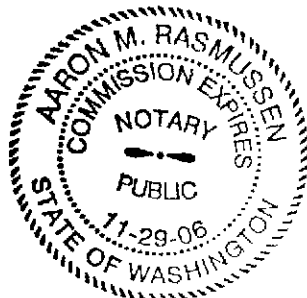
Arthur H. Moll  
ARTHUR H. MOLL

Margaret E. Moll  
MARGARET E. MOLL

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SKAGIT     )

On this day personally appeared before me ARTHUR H. MOLL and MARGARET E. MOLL, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of January, 2006.



Aaron M. Rasmussen  
NOTARY PUBLIC in and for the State of  
Washington, residing at Anacortes  
My appointment expires 11-29-06

