201401030028

RETURN ADDRESS: WILLIAM M. ZINGARELLI, P.S. P.O. Box 356 Stanwood, WA 98292

 Skagit County Auditor
 \$74.00

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TYPE OF DOCUMENT:
Community Property Agreement

Grantor/Borrower:

1. MATZEN, William Paul

Grantee/Assignee/Beneficiary:

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Legal Description: (Lot, Block, Plat or Section.

Twp. Range) W 47' of Lots 1 through 5, Block 22 Plat of So Add

To Mt Vernon
(Additional Legal on Pg 1 of document)

Assessor's Property Tax Parcel/Account No: 3758-022-005-0007/P54362

Legal description: The West 47 feet of Lots 1, 2, 3, 4 and 5, Block 22, PLAT OF THE SOUTHERN ADDITION TO MT. VERNON, as per plat recorded in Volume 2 of Plats, Page 110, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

## COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made this /sr day of func., 1998, by and between WILLIAM PAUL MATZEN (a/k/a W. Paul Matzen), HUSBAND, and KATHLEEN A. MATZEN, WIFE, both of whom are domiciled in the State of Washington. It is mutually promised and agreed as follows:

- 1. PROPERTY COVERED. This Agreement shall apply to all community property now owned or hereafter acquired by HUSBAND and WIFE. Any separate property of either shall become and be considered community property upon the death of the party owning said separate property. All such property is referred to in this Agreement as the "Subject Property."
- 2. <u>VESTING AT DEATH</u>. On the death of either HUSBAND or WIFE, all of the subject property shall vest in the survivor of them.
- 3. <u>DISCLAIMER</u>. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimer shall pass under the terms of any valid will or trust which the decedent may have executed, and in default thereof according to the laws of intestacy of the State of Washington then in effect.
- 4. <u>AUTOMATIC REVOCATION</u>. In the absence of other evidence indicating the parties intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated upon either party's complaint requesting (a) annulment, (b) dissolution, or (c) separate maintenance.
- 5. OPTIONAL REVOCATION BY ONE PARTY. If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if (a) such spouse's regularly attending physician signs a verified statement

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declaring that such spouse is unable to manage his or her own affairs; or (b) be signed and verified by two qualified physicians who have adequately examined the disabled spouse. AN adjudication of incompetence by a court of competent jurisdiction shall be conclusive proof of a spouse's disability for purposes of this paragraph.

- 6. <u>SURVIVORSHIP</u>. As used herein, the term "survivor", "survive" or "survivorship" means remaining alive for a period of <u>ten</u> days following the death of the first decedent.
- 7. 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 to exercise any such power of appointment in any way.
- 8. REVOCATION OF PREVIOUS INCONSISTENT AGREEMENTS. To the extent this Agreement or WILL previously made by either or both of the parties that affect the subject property, this Agreement shall be deemed to revoke the terms of such arrangement to extent of the inconsistency.

USBAND

W Paul Matzer

WIFE:

Kathleen A. Matzen

STATE OF WASHINGTON)

33.

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that William Paul Matzen, a/k/a W. Paul Matzen and Kathleen A. Matzen are the persons who appeared before me, and signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated.

NOTARY JUBLIC for the State of Washingth

My appointment expires:

Prepared by:
JONES & BUTLER
Attorneys at Law
Stanwood, WA

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