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Skagit County Auditor

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1101 Eighth Street, Suite A Anacortes, WA 98221

Aaron M. Rasmussen

Attorney at Law, P.S.

**DOCUMENT TITLE**: Community Property Affidavit

GRANTOR: Donald Leroy Krapf, Deceased

GRANTEE: Goldie Louise Krapf

ABBREV. LEGAL DESCRIPTION: Broadview Addition to Anacortes, TR 6

ASSESSOR'S TAX/PARCEL ID NO.: 3777-000-006-0009 / P56916

**SKAGIT COUNTY WASHINGTON** REAL ESTATE EXCISE TAX

2015/155

## COMMUNITY PROPERTY AFFIDAVIT

APR 1 3 2015

STATE OF WASHINGTON	)		Amount Paid \$&
	)	ss.	Skagit Co. Treasurer
COUNTY OF SKAGIT	)		By man Deputy

GOLDIE LOUISE KRAPF, being first duly sworn, upon oath deposes and says:

- I am the lawful surviving spouse of DONALD LEROY KRAPF and referred to herein as 1. "Decedent"), who died March 20, 2015 Anacortes, Washington. At that time and at all times referenced in this document, both of us were residents of Anacortes, Skagit County, Washington.
- On July 23, 2014, Decedent and I, while married, executed an agreement entitled 2. "Community Property Agreement" ("the Agreement"), which is attached hereto. The Agreement provides that all our community property is to vest in my sole ownership immediately upon Decedent's death. 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.
- Among the items that Decedent and I held as community property at the time of Decedent's 3. death was the following described real estate, situated in Skagit County, Washington.

Lot 6, "Broadview Addition to the City of Anacortes" as per plat recorded in Volume 7 of Plats, page 22, records of Skagit County, Washington.

All expenses of Decedent's last illness, funeral, and costs of administration have been 4. paid. Decedent and the former marital community have no debts other than installment obligations that are current and being satisfied in due course. Decedent's estate is not

subject to state or federal transfer taxes and no state or federal estate tax return is required, because the fair market value of Decedent's estate as of the date of his death was below all applicable exemption thresholds.

- 5. Decedent executed a Will on July 23, 2014. The Will designates me as the sole beneficiary 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.
- 6. 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 \_\_\_\_ day of April, 2015

Holdin Loven Kraft

GOLDIE LOUISE KRAPF

SUBSCRIBED and SWORN (or affirmed) to before me this 15 day of April, 20

AARON M. RASMUSSEN NOTARY PUBLIC STATE OF WASHINGTON & COMMISSION EXPIRES NOVEMBER 29, 2018

NOTARY PUBLIC in and for the State of

Washington, residing at Anacortes.

My appointment expires

## COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between DONALD LEROY KRAPF and GOLDIE LOUISE KRAPF, 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. <u>Status of Property</u>. 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. <u>Disposition of Property</u>. 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. <u>Termination</u>. 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:
  - (1) Upon either Spouse filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.
  - (2) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.
- D. 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.
- E. <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, 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.

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 23 day of July, 2014.

Donald La Roy Kraph DONALD LEROY KRAPH Holdw S. Kraph

GOLDIE LOUISE KRAPF

STATE OF WASHINGTON

SS.

COUNTY OF SKAGIT

On this day personally appeared before me DONALD LEROY KRAPF and GOLDIE LOUISE KRAPF, 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 23 day of July, 2014

AARON M. RASMIISSEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES NOVEMBER 29, 2014

NOTARY PUBLIC in and for the State of

Washington, residing at Anacortes

My appointment expires 1/-29