

Filed for Record at the Request of:

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2015 4/37
OCT 09 2015



201510090082

Skagit County Auditor

\$77.00

10/9/2015 Page

1 of

5 1:52PM

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

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Carolyn D. Moore, Deceased

GRANTEE: Rupert V. Moore

ABBREV. LEGAL DESCRIPTION: MOUNTAIN VIEW CONDO PHASE 2, UNIT 101E.

ASSESSOR'S TAX/PARCEL ID NO.: 4662-000-101-0000 / P107808

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

RUPERT V. MOORE, being first duly sworn, upon oath deposes and says:

1. I am the lawful surviving spouse of CAROLYN D. MOORE ("Decedent"), who died June 28, 2015 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 October 7, 2014, 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 (except Skagit County Parcel Number 3772-178-006-0008 / P56136, which Decedent no longer owned at her death) is community property, and that all the spouses' community 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 (except the Parcel discussed in paragraph 2, above) 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:

Unit 101E, MOUNTAIN VIEW CONDOMINIUM PHASE 2, according to Supplemental Declaration thereof recorded under Auditor's File No. 950918011 and Amended Survey Map and Plans thereof recorded in Volume 16 of Plats, pages 73 to 75, records of Skagit County, Washington.

Situated in Skagit County, Washington.

Subject to: Restrictions, reservations, and easements of record.

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, October 7, 2014. The Will designates me as the sole beneficiary of Decedent's interest in our community property. No proceedings have occurred, nor are any

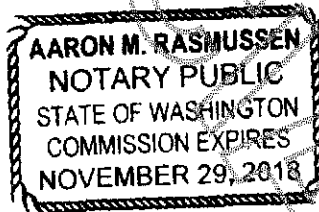
proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the decedent.

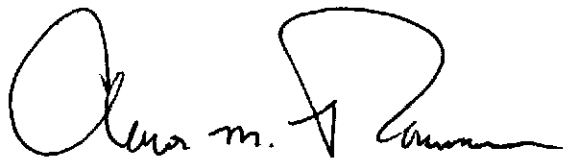
7. This affidavit is made to induce any and all title insurance companies to issue policies of title insurance on real property passing to me as the surviving spouse of Decedent, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 7 day of October, 2015.


RUPERT V. MOORE

SUBSCRIBED and SWORN (or affirmed) to before me this 7 day of October, 2015.





NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes.

My appointment expires 11-29-18.

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between RUPERT V. MOORE and CAROLYN D. MOORE, 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, EXCEPT FOR THE FOLLOWING, which is declared to be the separate property of CAROLYN D. MOORE, and which the Spouses agree shall not be covered by this agreement:

Lots 1 through 6, Block 178, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County Washington.

Situated in the County of Skagit, State of Washington.

Skagit County Assessor's Tax/Parcel No.: 3772-178-006-0008 / P56136

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. 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:

- (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. 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.

F. 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 7 day of October, 2014.



RUPERT V. MOORE

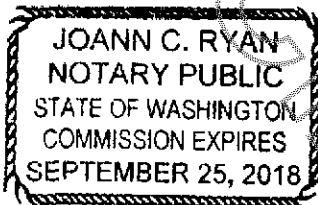


CAROLYN D. MOORE

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me RUPERT V. MOORE and CAROLYN D. MOORE, 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 7 day of October, 2014.



Joann C. Ryan
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My appointment expires 9-25-18