



Skagit County Auditor

2/7/2018 Page

1 of

3 9:47AM

\$76.00

After Recording Return To:

Calvin and Lois Tinsley  
1711 Cherie Lane  
Mt. Vernon, WA 98273

### COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, made this 18 day of January, 2018, by CALVIN L. TINSLEY (“Husband”) and LOIS M. TINSLEY (“Wife”), both of whom are domiciled in the State of Washington, residing in Skagit County. In consideration of their mutual agreements set forth below, the parties agree as follows:

1. Property Covered: This Agreement shall apply to all community and separate property now owned or hereafter acquired by Husband and Wife or either of them (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband and Wife and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both or may have been or may be registered in the name of one or the other or both. All such property is declared to be community property of Husband and Wife and is referred to in this Agreement as the “described community property”.

2. Vesting at Death of Spouse: If Husband dies and Wife survives him by thirty (30) days, all of the described community property shall vest in Wife as of the moment of the Husband’s death. Otherwise, the said community property shall be distributed pursuant to Husband’s Last Will and Testament. If Wife dies and Husband survives her by thirty (30) days, all of the described community property shall vest in Husband as of the moment of the Wife’s death. Otherwise, the said community property shall be distributed pursuant to Wife’s Last Will and Testament.

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3. 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shares, or assets thereof, in which event the interest disclaimed shall pass as if the provisions of Paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. Automatic Revocation: The provisions of Paragraph 2 shall be automatically revoked:

(a) Upon the establishment of a domicile out of the State of Washington by either party; or

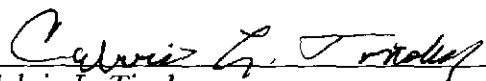
(b) Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or

(c) Immediately prior to death, if the order of death cannot be ascertained; or

(d) If the parties have applied for federal or state benefits for the benefit of a disabled spouse and the non-disabled spouse dies first.

5. Optional Revocation by One Party: If either party becomes disabled, the other party shall have the power to terminate the provisions of Paragraph 2 and each party designates the other as Attorney-in-Fact, solely with regards to this Community Property Agreement, to become effective upon disability thereof to the disabled spouse and to the guardian(s), if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if: (a) a physician who has treated the spouse for at least two (2) years certifies that the spouse is unable to manage his or her own affairs; or (b) two (2) independent physicians so certify.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

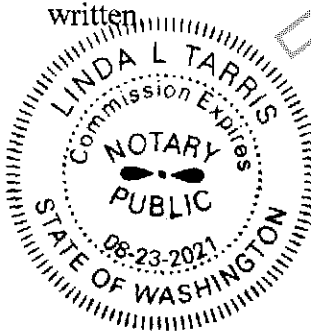
  
\_\_\_\_\_  
Calvin L. Tinsley

  
\_\_\_\_\_  
Lois M. Tinsley

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

This is to certify that on this 18<sup>th</sup> day of January, 2018, before me, a duly commissioned Notary Public in and for the State of Washington, personally appeared Lois M. Tinsley, to me personally known to be the individual described herein and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act for the uses and purposes therein mentioned.

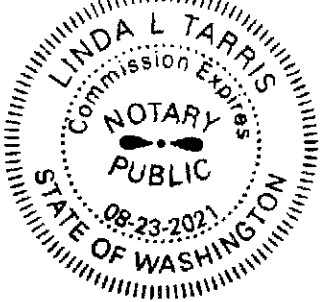
WITNESS my hand and official seal the day and year in the certificate first above written



L. Tarris  
Notary Public in and for the State of Washington  
Residing at: Bellingham, WA  
My commission expires: 08-23-2021

STATE OF WASHINGTON )  
 ) ss  
County of Skagit )

This is to certify that on this 18<sup>th</sup> day of January, 2018, before me, a duly commissioned Notary Public in and for the State of Washington, personally appeared Calvin L. Tinsley, to me personally known to be the individual described herein and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act for the uses and purposes therein mentioned.



L. Tarris  
Notary Public in and for the State of Washington  
Residing at: Bellingham, WA  
My commission expires: 08-23-2021