



202005040123

05/04/2020 03:14 PM Pages: 1 of 4 Fees: \$105.50
Skagit County Auditor

Return Address:

Mr + Mrs ATWOOD
119 NE 56th Street
Seattle, WA 98105

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. COMMUNITY PROPERTY AGREEMENT

3. 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page ____ of document

Grantor(s) (Last name, first name, initials)

1. ATWOOD, EDWARD L.

2. ATWOOD, SARAH L.

Additional names on page ____ of document.

Grantee(s) (Last name first, then first name and initials)

1. ATWOOD, EDWARD L.

2. ATWOOD, SARAH L.

Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOTS 6 AND 7, BLOCK 8, FIRST ADDITION TO THE CITY OF AMACORTES, SKAGIT CO., AS

PER PLAT RECORDED IN VDL, 1 OF PLATS, PAGE 24, RECORDS OF SKAGIT CO., WA,

Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number

assigned

PS7216/3788-008-007-0008

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

COMMUNITY PROPERTY AGREEMENT

THIS COMMUNITY PROPERTY AGREEMENT is made and entered into by and between Sarah L. Atwood and Edward L. Atwood Jr., husband and wife, both of KING County, Washington.

WITNESSETH:

WHEREAS, the parties hereto are the owners of certain property situated in the State of Washington, and in Cheltenham, England consisting of real and personal property; and

WHEREAS, the parties contemplate acquiring more property in the future; and

WHEREAS, the parties are desirous of all of their property passing to the survivor without delay or expense in the event of the death of either of them;

NOW, THEREFORE, we, Sarah L. Atwood and Edward L. Atwood Jr., for and in consideration of the love and affection that we have one for the other, do hereby mutually agree as follows:

1. That all property now owned by us or either of us, and all property acquired in the future by us or either of us, whether separate or community, and whether real or personal, is declared to be community property.

2. That upon the death of the first of us to die, the whole of the community property shall at once, in the event of the death of husband while the said wife survives, be vested in her and real property in fee simple and the personal property absolutely as her sole and separate property; and in the event of the death of the said wife leaving the said husband surviving her, the whole of said community property shall at once vest in the said husband and the real property in fee simple and the personal property absolutely as his sole and separate property.

3. This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.

4. If prior to the death of either spouse a legal guardian is appointed over the property of one of the spouses on account of incompetency, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. Hearing on the petition shall be held after giving such notice to all interested parties as may be ordered by the court. If, after the hearing, the court deems the proposed modification or revocation to be fair and equitable and affords reasonable protection toward all parties concerned, it may authorize the guardian to execute such modification or revocation on behalf of the incompetent spouse.

5. This agreement shall be deemed to be mutually rescinded and of no further force and effect should the spouses live separate and apart within the meaning of RCW 26.16.140. The status of living separate and apart is conclusively, but not exclusively, established by either

spouse commencing a proceeding seeking dissolution of marriage, a decree of invalidity, a decree of legal separation, or a decree of separate maintenance, and also by the parties executing a separation contract as defined by RCW 26.09.070. The rescission of the agreement terminates the characterization of future assets as community property which would have been separate property except for the agreement. The rescission of the agreement also terminates the provisions of paragraph 2 of this agreement. However, the rescission of the agreement shall not operate to re-characterize assets which were characterized by virtue of the agreement prior to its rescission.

6. Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

IN WITNESS WHEREOF the parties have hereunto set their hands this 17 day of ~~March~~ April, 2020.

April

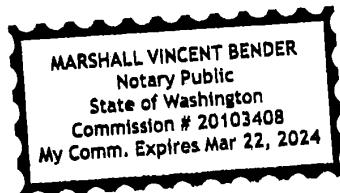
[Signature]

[Signature]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Edward L. Atwood Jr., to me known to be the individual described in and who executed the within and foregoing Community Property Agreement, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of April, 2020.



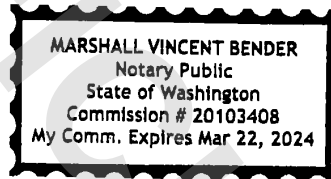
[Signature]
Name: MARSHALL BENDER
NOTARY PUBLIC FOR WASHINGTON
Residing at: 2311 N 45TH ST, SEATTLE, WA
My Appointment Expires: MAR 22, 2024

9810

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Sarah L. Atwood, to me known to be the individual described in and who executed the within and foregoing Community Property Agreement, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17 day of ~~March~~ April,
2020.



Marshall Bender
Name: MARSHALL BENDER
NOTARY PUBLIC FOR WASHINGTON
Residing at: SEATTLE, WA
My Appointment Expires: MAR 22, 2024