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**Mount Vernon, WA 98273**



**202011020088**

11/02/2020 10:45 AM Pages: 1 of 3 Fees: \$105.50  
Skagit County Auditor

**DOCUMENT TITLE(s):** *(or transactions contained therein)*

**COMMUNITY PROPERTY AGREEMENT**

**GRANTOR(s):** *(last name, first name and initials)*

**PENNY M. HOOK (now deceased)**  
**SCOTT E. HOOK**

*Additional names on page \_\_\_\_\_ of document*

**GRANTEE(s):** *(Last name, first name and initials)*

**SCOTT E. HOOK**  
**PENNY M. HOOK (now deceased)**  
**THE PUBLIC**

*Additional names on page \_\_\_\_\_ of document*

**ABBREVIATED LEGAL DESCRIPTION:** *(i.e., lot, block, plat or quarter, quarter, section, township and range):*

*Additional legal on page \_\_\_\_\_ of document*

**ASSESSOR'S PARCEL/TAX I.D. NUMBER:**

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**

*Additional reference numbers on page \_\_\_\_\_ of document*

## COMMUNITY PROPERTY AGREEMENT

**THIS IS AN AGREEMENT** dated this 27<sup>th</sup> day of September, 2001, between **SCOTT E. HOOK** ("Husband") and **PENNY M. HOOK**, ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife for the fixing of the status and disposition of community property to take effect upon the death of either.

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. **Property Covered.** This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife and to all separate property now owned or hereafter acquired by either Husband or Wife, which shall be considered and is declared to be the community property of the parties (except for property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved in writing 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 referred to in this agreement as the "described community property."

2. **Vesting at Death of a Spouse.** If one spouse dies and the other spouse survives by ten (10) days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.

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 property. The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

4. **Property Held in Joint Tenancy.** Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and such property shall be community property and ownership and title shall vest as provided in Section 2 above.

5. **Automatic Revocation.** The provisions of Section 2 above shall be automatically revoked:

a. Upon the filing by either party of a petition, complaint, or other pleading for separation, dissolution or divorce, or

