

**Recorded at the request of:**

**Carol Deach**  
7748 Hideaway Lane  
Anacortes, WA 98221

**Document Title:**

**Affidavit of Community Property**

**Grantor:**

**Thomas Robert Deach Jr., Deceased, by Carol Deach, Surviving Spouse**

**Grantee:**

**Carol Deach**

**Abbreviated Legal Descriptions:**

**P31186** - CU F&A #171 AF#779816 1974 TRNSF AF#825030: E1/2 OF SW1/4 OF NE1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

**P31187** - BLDGS ONLY ON P31186 R/P 350102-1-001-0003 PARTIAL MOBILE HOME 1973 CONCORD

**P65802** - LOT 72, BLOCK 2, HOLIDAY HIDEAWAY NO 1

**P65801** - LOT 71, BLOCK 2, HOLIDAY HIDEAWAY NO. 1

**P65790** - HOLIDAY HIDEAWAY NO 1 LOT 60 BLK 2

**Assessor Parcel/Tax ID Numbers:**

**P31186, P31187, P 65802, P65801, P65790**

**Affidavit of Community Property Agreement**

**RE: Community Property Agreement**

**of Thomas Robert Deach Jr. and Carol Deach**

**Carol Deach, being first duly sworn, deposes and says:**

- 1. I am the surviving spouse of Thomas Robert Deach Jr., who died on July 21, 2022.**
- 2. Thomas Robert Deach Jr., and I, as spouses, executed a Community Property Agreement on June 13, 2022, which provided for the disposition of all community property between ourselves. The Community Property Agreement, recorded under Skagit County Auditor's File No. E202208170069 is attached to this Affidavit.**
- 3. The Community Property Agreement was validly executed and was in full force and effect on the date of Thomas Robert Deach Jr.'s death.**
- 4. By virtue of the Community Property Agreement, all property owned by Thomas Robert Deach Jr. passed to me as sole owner.**
- 5. There are no unpaid creditors of Thomas Robert Deach Jr., nor unpaid funeral expenses or expenses of last illness.**
- 6. No state or federal estate tax is due on his estate.**
- 7. This Affidavit is made to induce a title company to issue its policies of title insurance on real property passing to the surviving spouse, and to induce financial institutions to**

**P. 1**

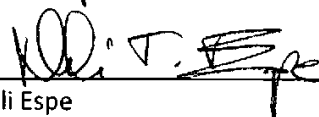
transfer funds or securities, by virtue of the attached Community Property Agreement,  
and in reliance upon the representations set forth above.

Carol A Deach  
Carol Deach

Aug 22, 2022  
Date

Subscribed and sworn before me this 22<sup>nd</sup> day of August, 2022 by Carol Deach.



  
\_\_\_\_\_  
Neli Espe  
Notary Public in and for the State of  
Washington, residing at Anacortes  
My commission expires 11/23/23

Document Title:  
COMMUNITY PROPERTY AGREEMENT

Reference Number :

Grantor(s):  additional grantor names on page \_\_\_\_.

1. Thomas Robert Deach Jr.

2. Carol Deach

Grantee(s):  additional grantee names on page \_\_\_\_.

1. Thomas Robert Deach Jr.

2. Carol Deach

Abbreviated legal description:  full legal on page(s) \_\_\_\_.

Assessor Parcel / Tax ID Number:  additional tax parcel number(s) on page \_\_\_\_.

## COMMUNITY PROPERTY AGREEMENT

Agreement made this 13<sup>th</sup> day of June, 2022, between THOMAS R. DEACH JR. ("Husband") and CAROL ANN DEACH ("Wife"), husband and wife, both of whom are domiciled in the state of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

### 1. Property Covered

Except as provided below, 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 community property (a) for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse or (b) for which a separate beneficiary designation has been or is hereafter made by the Husband or Wife and for which no consent by the other spouse is legally required) 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." Each hereby conveys and quitclaims to the other his or her interest in any separate property he or she may now own or hereafter acquire so as to convert same into the described community property.

### 2. Vesting at Death of a Spouse

If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

### 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 alternative disposition.

**4. Automatic Revocation**

The provisions of Paragraph 2 shall be automatically revoked:

- a. Upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce; or
- b. Upon the establishment of a domicile out of the state of Washington by either party; or
- c. Immediately prior to death, if the order of death cannot be ascertained.

**5. Revocation of Inconsistent Agreements**

To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

In Witness Whereof, Thomas R. Deach Jr. and Carol Ann Deach have hereunto set their signatures this 13<sup>th</sup> day of June, 2022.

  
\_\_\_\_\_  
THOMAS R. DEACH JR.

  
\_\_\_\_\_  
CAROL ANN DEACH

