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Skagit County Auditor, WA

UNOFFICIAL DOCUMENT

Return Address:
William M. Zingarelli, PS
P.O. Box 356
Stanwood, WA 98292

TYPE OF DOCUMENT: COMMUNITY PROPERTY AGREEMENT

Grantor/Borrower:
1.

Grantee/Assignee/Beneficiary:
1.

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made this 20 day of April, 2006 by and between, **GORDON CROYDON** and **BARBARA CROYDON** both of whom are domiciled in the State of Washington. It is mutually promised and agreed as follows:

1. **PROPERTY COVERED.** This Agreement shall apply to all community property now owned or hereafter acquired by **GORDON CROYDON** and **BARBARA CROYDON**. Any separate property of either shall become and be considered community property upon the death of the party owning said separate property. All such property is referred to in this Agreement as the "Subject Property."

2. **VESTING AT DEATH**. On the death of either **GORDON CROYDON** or **BARBARA CROYDON,** all of the subject property shall vest in the survivor of them.

3. **DISCLAIMER**. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimer shall pass under the terms of any valid will or trust which the decedent may have executed, and in default thereof according to the laws of intestacy of the State of Washington then in effect.

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4. **AUTOMATIC REVOCATION**. In the absence of other evidence indicating the parties intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated upon either party's complaint requesting (a) annulment, (b) dissolution, or (c) separate maintenance.

5. **OPTIONAL REVOCATION BY ONE PARTY**. If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if (a) such spouse's regularly attending physician signs a verified statement declaring that such spouse is unable to manage his or her own affairs; or (b) be signed and verified by two qualified physicians who have adequately examined the disabled spouse. An adjudication of incompetence by a court of competent jurisdiction shall be conclusive proof of a spouse's disability for purposes of this paragraph.

6. **SURVIVORSHIP**. As used herein, the term "survivor", "survive" or "survivorship" means remaining alive for a period of ten days following the death of the first decedent.

7. **POWERS OF APPOINTMENT**. This agreement shall not affect any power of appointment now held by or hereafter given to **GORDON CROYDON** or **BARBARA CROYDON,** or both of them to exercise any such power of appointment in any way.

8. **REVOCATION OF PREVIOUS INCONSISTENT AGREEMENTS**. To the extent this Agreement or WILL previously made by either or both of the parties that affect the subject property, this Agreement shall be deemed

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to revoke the terms of such arrangement to extent of the inconsistency.

Signed on the date first above written.

GORDON CROYDON

BARBARA CROYDON

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that GORDON CROYDON and BARBARA CROYDON are the persons who appeared before me, and signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4/20/06

NOTARY PUBLIC for the State of Washington
My appointment expires: 9-15-07

WILLIAM M. ZINGARELLI
COMMISSION EXPIRES
NOTARY
PUBLIC
09-15-07
STATE OF WASHINGTON