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Skagit County Auditor

When Recorded-Return To:
Skagit Law Group, PLLC
P. O. Box 336
Mount Vernon, WA 98273

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

COMMUNITY PROPERTY AGREEMENT

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

BARTOK, ANN H. (now deceased)
BARTOK, STEPHEN J.

☐ *Additional names on page ____ of document*

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

BARTOK, STEPHEN J.
BARTOK, ANN H. (now deceased)
WASHINGTON STATE

☐ *Additional names on page ____ of document*

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

MANUFACTURED HOME ONLY 1996 MARLETTE 60X28 VIN NO. HO13056AB LITTLE MOUNTAIN ESTATES MOBILE HOME PARK SPACE NUMBER 105

☐ *Additional legal on page ____ of document*

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

340428-2-004-0105 / P104819

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made on October 7, 2010, between STEPHEN J. BARTOK ("Husband") and ANN H. BARTOK ("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.** 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 or 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.** All property owned by Husband and Wife shall vest in the surviving spouse immediately upon 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shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. **AUTOMATIC REVOCATION.** The provisions of this agreement 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. **OPTIONAL REVOCATION BY ONE PARTY.** The other party, if either party becomes disabled, 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. The termination shall be effective upon the delivery of written notice 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

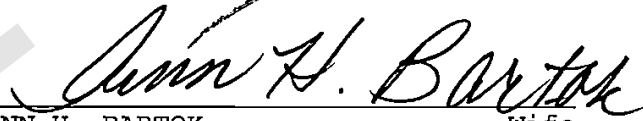
if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the person is unable to manage his or her own affairs.

6. **POWERS OF APPOINTMENT.** This Agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. **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, the said STEPHEN J. BARTOK and ANN H. BARTOK have hereunto set their hands the day and year first above written.

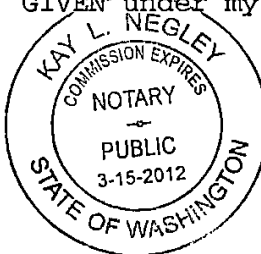

STEPHEN J. BARTOK Husband

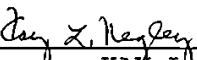

ANN H. BARTOK Wife

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me STEPHEN J. BARTOK and ANN H. BARTOK, to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on October 7, 2010.




Printed name: KAY L. NEGLEY
Notary Public in and for the State of
Washington, residing at Mount Vernon.
My appointment expires: 3-15-2012.