

WHEN RECORDED RETURN TO:

Rose M. Schwinge
22 Alley Road
Underwood, WA - 98651-9017

DOCUMENT TITLE(S)

Community Property Agreement
REFERENCE NUMBER(S) of documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Rose M. Schwinge James R Schwinge
☐ Additional names on page ____ of document.

GRANTEE(S):

The Public
☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

☐ Additional parcel numbers on page ____ of document.

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

COMMUNITY PROPERTY AGREEMENT

This **COMMUNITY PROPERTY AGREEMENT** dated 11-23-11 is between James R. Schwinge and Rose M. Schwinge (the "parties"), as husband and wife.

The parties are married to each other, are residents of the State of Washington, and desire to enter into this Agreement in order to set forth the status of their property as Community Property and to provide for its disposition to the survivor of them at the death of the first of them to die.

WHEREFORE, the parties revoke all prior Community Property Agreements and any other agreement regarding the status or disposition of his, her, or their property to the extent of any inconsistency with this Agreement and agree as follows:

1. **Financial Disclosure.** Each party has fully disclosed to the other party his/her assets, incomes, debts, and liabilities, and the other party is satisfied that full disclosure has been made.

2. **Status of Property.** All property of whatever nature or description, whether real, personal, or mixed, and wherever located, within or without the State of Washington, now owned or hereafter acquired by either party or both of the parties shall be and is the Community Property of the parties.

3. **Disposition of Property.** Upon the death of either party survived by the other party, all interest of the deceased party in the then current Community Property of the parties shall pass to and become the sole and separate property of the survivor of the parties.

4. **Disclaimer.** Upon the death of either party survived by the other party, the surviving spouse may disclaim, in whole or in part, and if in part, any specific part, share, or asset, any interest passing under this Agreement. Upon such disclaimer, the disclaimed interest shall pass as if Paragraph 3 immediately above had been revoked as to that interest at the deceased spouse's death but with the surviving spouse continuing to be entitled to any benefits by any alternative disposition.

5. **Automatic Revocation of Paragraph 3.** Paragraph 3 immediately above shall be automatically revoked upon the occurrence of any of the following events:

- a. The establishment of a domicile outside the State of Washington by either party.
- b. The simultaneous death of both parties or their death if its order cannot be reasonably determined.
- c. The filing in a Court of competent jurisdiction by either party or both parties of a Petition for Marital Dissolution, Legal Separation, or Declaration of Marital Invalidity followed by the death of either party survived by the other party before such proceeding is either dismissed, abandoned, or completed, with its completion

