

REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	1 Name <u>Joseph E. Cahalan and June E. Cahalan</u>	BUYER GRANTEE	2 Name <u>June E. Cahalan</u>
	Husband and Wife		
	Mailing Address: <u>1528 Lydon Court</u>		Mailing Address: <u>1528 Lydon Court</u>
	City State Zip <u>Clarkston WA 99403</u>		City State Zip <u>Clarkston WA 99403</u>
	Phone No. (including area code) <u>(509) 758-3251</u>		Phone No. (including area code) <u>(509) 758-3251</u>
3 Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer Grantee		List all real and personal property tax parcel numbers – check box if personal property	
Name _____		1 096 00 005 0000 0000	<input type="checkbox"/>
Mailing Address _____			<input type="checkbox"/>
City State Zip _____			<input type="checkbox"/>
Phone No. (including area code) _____			<input type="checkbox"/>
			List assessed value(s) <u>160,700</u>

4 Street address of property: 1528 Lydon Court

This property is located in Clarkston

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

Lot 5 of Lydon Court Subdivision according to plat recorded in Book C of Plats, page 120, in Asotin County, Washington.
Subject to: Protective Covenants recorded October 3, 1968 as Instrument Number 100841, records of Asotin County, Washington.

5 Select Land Use Code(s):
1 - FOREST LAND, 3 - OPEN SPACE, 108B
enter any additional codes: _____
(See back of last page for instructions)

Is this property exempt from property tax per chapter 84.36 RCW (nonprofit organization)? YES NO

6 Is this property designated as forest land per chapter 84.33 RCW? YES NO
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34? YES NO
Is this property receiving special valuation as historical property per chapter 84.26 RCW? YES NO

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land does does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

7 List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section Subsection) WAC 458-61A-202

Reason for exemption
Community Property Agreement, Auditor's Instrument #339421

Type of Document Community Property Agreement

Date of Document 10/1/97

Gross Selling Price	\$	0.00
*Personal Property (deduct)	\$	0.00
Exemption Claimed (deduct)	\$	0.00
Taxable Selling Price	\$	0.00
Excise Tax: State	\$	0.00
Local	\$	0.00
*Delinquent Interest: State	\$	0.00
Local	\$	0.00
*Delinquent Penalty	\$	0.00
Subtotal	\$	0.00
*State Technology Fee	\$	5.00
*Affidavit Processing Fee	\$	5.00
Total Due	\$	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent <u>June E. Cahalan</u>	Signature of Grantee or Grantee's Agent <u>June E. Cahalan</u>
Name (print) <u>June E. Cahalan</u>	Name (print) <u>June E. Cahalan</u>
Date & city of signing: <u>03/11/2014, Clarkston</u>	Date & city of signing: <u>03/11/2014, Clarkston</u>

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

D. Gietins 13221
HS

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ASOTIN COUNTY
TREASURER

After recording return to:

Law Offices of David A. Gittins
P.O. Box 191
Clarkston, WA 99403

Asotin County, WA
Darla McKay Auditor

339421
01/28/2014 10:48 AM



00000136201403394210030035

I-15 CP
Pgs=3 Fee:\$34.00

Document Title: Community Property Agreement
Parties: Cahalan, Joseph E. Cahalan, June E.
Date of Document: October 1, 1997

47330

COMMUNITY PROPERTY AGREEMENT

Agreement made this 1st day of October 1997, between JOSEPH E. CAHALAN ("Husband") and JUNE E. CAHALAN ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements as set forth below, the parties agree as follows:

1. This agreement shall apply to all community property and separate property now owned or hereafter acquired by Husband and Wife (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: 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 alternate 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. OPTIONAL REVOCATION BY ONE PARTY: If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2 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 disabled person. For the purpose 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.