Turning Straw into Gold: The Alchemy of Tenancy by the Entirety after Loumpos

Joseph M. Percopo, LL.M.

OCBA EGT Committee – February 13, 2026

I. FORMS OF PROPERTY OWNERSHIP IN FLORIDA 2
II. TBE DEFINED 2
III. COMMON LAW TBE CREATION 2
A. Six Unities of TBE 2
IV. TBE CHARACTERISTICS 3
V. TBE SEVERANCE 5
A. Death 5
B. Divorce 5
C. Mutual agreement 5
D. Intentional act inconsistent with TBE 6
I. Forging spouse's signature on a TBE mortgage is not valid 6
E. Foreclosure of Property? 6
VI. TBE FEDERAL TAXATION 6
A. Income Taxation of TBE 6
B. Gift Tax Treatment of TBE 7
C. Gross Estate Inclusion of TBE Property 7
VII. REAL PROPERTY 8
A. Creation 8
B. Presumptions 8
C. Cases 8
VIII. BANK ACCOUNTS 8
A. Creation 8
B. Presumptions 9
C. Cases 10
IX. OTHER TANGIBLE & INTANGIBLE PERSONAL PROPERTY 10
A. Creation 10
B. Presumption 10
C. Tangible Personal Property 10
D. Intangible Personal Property 11
X. TBE TRUSTS 12
XI. ESTABLISHING TBE PRESUMPTION 12
A. The Challenge: 12
B. The Question: 13
C. The Answer: 13
D. The Support: 14
E. The Support – No Strawman: 16
XII. TBE PRACTICE TIPS 17
A. General 17
B. Real Property 18
C. Bank Accounts 18
D. Other Personal Property 18
XIII. ADDITIONAL RESOURCES 19
XIV. APPENDIX 19

Turning Straw into Gold: The Alchemy of Tenancy by the Entirety after Loumpos

Joseph M. Percopo, LL.M.[1]

I. FORMS OF PROPERTY OWNERSHIP IN FLORIDA

a. Separate Property
b. Life estate/remainder (regular or enhanced)
c. Joint tenants with rights of survivorship ("JTWROS")
d. Tenants by the Entirety ("TBE")
e. Community Property (through Florida community property trust)

II. TBE DEFINED

a. "Although a tenancy by the entireties and joint tenancy with right of survivorship share all of the same characteristics of form, there are significant differences in the legal consequences between the forms of ownership when creditors of one spouse seek to garnish these assets, when one spouse declares bankruptcy, or when one spouse attempts to recover monies transferred without his or her permission. When a married couple holds property as a tenancy by the entireties, each spouse is said to hold it 'per tout,' meaning that each spouse holds the 'whole or the entirety, and not a share, moiety, or divisible part.' Thus, property held by [a married couple] as tenants by the entireties belongs to neither spouse individually, but each spouse is seized of the whole. In a joint tenancy with right of survivorship, each person has only his or her own separate share ('per my'), which share is presumed to be equal for purposes of alienation; whereas, for purposes of survivorship, each joint tenant owns the whole ('per tout'), so that upon death the remainder of the estate passes to the survivor."
    i. Beal Bank, SSB v. Almand & Assocs., 780 So. 2d 45, 53 (Fla. 2001) (internal citations omitted)

III. COMMON LAW TBE CREATION

a. Six Unities of TBE
    1) Possession (joint ownership and control)
    2) Interest (interest in property is identical)
    3) Title (interests must have originated in the same instrument)
    4) Time (the interests must have commenced simultaneously)
    5) Survivorship (interest passes to survivor upon one tenant's death)
    6) Marriage/person (parties must be married and intend to take as TBE)
        1. See Beal Bank, SSB v. Almand and Assocs., 780 So.2d 45 (Fla. 2001); In First Nat'l Bank v. Hector Supply Co., 254 So. 2d 777 (Fla. 1971)

---

[1] Joseph M. Percopo, LL.M, AEP®, practices law in Orlando, Florida as a Shareholder with Dean Mead. His practice concentrates on estate & trust planning, estate & trust administration, asset protection planning, business, and tax law. He is a graduate of the Florida State University College of Law with highest honors and earned his Master of Laws (LL.M.) in taxation from the University of Florida Levin College of Law Graduate Tax Program. Joe is the Past President of the Central Florida Estate Planning Council, as well as a former RPPTL Section Fellow and Graduate of the Florida Fellows Institute of the American College of Trust and Estate Counsel.

2. Must intend to create TBE ownership, but such intent does not require knowledge of TBE but only that the couple intended to take ownership as one indivisible unit
    a. Kowalski v. Rosenbaum, 255 So. 3d 963 (Fla. 2d DCA 2018) (court found that proceeds from sale of TBE asset deposited into a joint account were no longer TBE b/c the spouses no longer intended it to be TBE, as the spouses lived apart and both considered themselves as owning ½ of the account)

IV. TBE CHARACTERISTICS

a. TBE ownership is available for any property ownership in Florida regardless of the domicile of the owners.
    i. In re Cauley, 374 B.R. 311, 316 (Bankr. M.D. Fla. 2007)
b. Rights of Survivorship
    i. Interest is not subject to devise or intestate distribution
    ii. Bailey v. Smith, 103 So. 833 (Fla. 1925)
        1. "Upon the death of one spouse the entire estate goes to the survivor, but the survivor takes no new estate, since there is a mere change in the person holding, and not an alteration in the estate held"
c. Each spouse owes a duty to the other
    i. Anderson v. Carter, 100 So.2d 831, 833 (Fla. 2d DCA 1959)
        1. "Either spouse presumptively has the power to act for both, ... provided the fruits or proceeds of such action inure to the benefit of both and the estate is not terminated. But neither may … convert it or a part of it, in bad faith, into one in severalty." (quoting Madden v. Gosztonyi Savings & Trust Co., 1938 200 A. 624, 630 (PA Supreme Ct 1938)
    ii. Joseph v. Chanin, 940 So. 2d 483, 486 (Fla. Dist. Ct. App. 2006)
        1. "One joint tenant may bring a conversion action against another joint tenant who wrongfully appropriates more than his share of the money from a joint tenancy account."
d. Asset is for the benefit of both spouses
    i. Passalino v. Protective Group Securities, Inc., 886 So. 2d 295 (Fla. 4th DCA 2004)
        1. "The money was held for **their** use and benefit, and only **they** could direct its disposition." Emphasis added.
e. Non-severable - Asset may only be severed, partitioned, or transferred with the agreement of both spouses
    i. AmSouth Bank of Florida v. Hepner, 647 So.2d 907 (Fla. 1st DCA 1994)
    ii. Douglass v. Jones, 422 So. 2d 352, 354-55 (Fla. 5th DCA 1982)
        1. "It is well settled in Florida that an estate by the entireties is vested in the husband and wife as one person, and neither spouse can sell, forfeit, or encumber any part of the estate without the consent of the other, nor can one spouse alone lease it or contract for its disposition without such consent."

iii. United States v. One Single Family Residence With Out Buildings Located at 15621 S.W. 209th Ave., Miami, Fla., 894 F.2d 1511, 1514 (11th Cir.1990)
    1. "[E]ach spouse's interest comprises the whole or entirety of the property and not a divisible part; the estate is inseverable."
iv. Sitomer v. Orlan, 660 So. 2d 1111, 1113 (Fla. 4th DCA 1995)
    1. "the nonseverability doctrine preserves the entireties status of funds even after one spouse renames an account or transfers money from it without the consent of the other."
v. Berlin v. Pecora, 968 So.2d 47 (Fla. 4th DCA 2007)
    1. "Once tenancy by the entirety property is established, its subsequent transfer to another asset does not terminate the unities of title or possession"
vi. Branch Banking & Trust Co. v. Maxwell, 2012 WL 4078407 (Bankr. M.D. Fla. 2012)
    1. "Once established, the only way to terminate TBE is (1) by the death of one spouse, (2) divorce, (3) if both spouses convey the property to a third party, or (4) if one spouse conveys the property to the other spouse"
    2. "For example, under this non-severability doctrine, the indivisibility of funds in a TBE bank account preserves the TBE status of the funds even after one spouse renames an account or transfers money from it without the consent of the other"
vii. Lerner v. Lerner, 113 So. 2d 212 (Fla. 2d DCA 1959)
    1. Court found wife had maintained TBE interest in corporate stock issued solely in husband's name since husband used TBE funds to acquire the stock and there was no agreement to terminate the TBE ownership
viii. Anderson v. Carter, 100 So.2d 831 (Fla. 2d DCA 1958)
    1. "But neither [spouse] may by such action destroy the true purpose of [TBE] by attempting to convert it or a part of it, in bad faith, into one in severalty." (quoting Madden v. Gosztonyi Savings & Trust Co., 1938 200 A. 624, 630 (PA Supreme Ct 1938)

f. Asset is not available to individual creditors of a spouse
i. TBE interest is owed "per tout"
    1. See Beal Bank; Williams v. M & R Construction of North Florida, Inc., 305 So. 3d 353 (Fla. 1st DCA 2020)
ii. Reminder interest as TBE not subject to creditors
    1. Sunshine Resources, Inc. v. Simpson, 763 So. 2d 1078 (Fla. 4th DCA 1999)
iii. Exceptions
    1. IRS – Federal Taxes
        a. In United States v. Craft, 535 U.S. 274 (2002) – US Supreme Court
    2. Joint debt of both spouses
        a. A "joint debt" means a debt owed by both spouses, and not separate debts held by each.

i. Williams v. M & R Constr. of N. Fla., Inc., 305 So. 3d 353 (Fla. 1st DCA 2020); In re Droumtsekas, 269 B.R. 463 (Bankr. M.D. Fla. 2000)

b. Two separate judgments (one against the husband and the other against the wife) held by a sole creditor do not constitute a joint debt.

i. In re Davis, 403 B.R. 914 (Bankr. M.D. Fla. 2009)

3. Fraudulent transfer in creation of TBE
   a. See Fla. Stat. 222.29 and 222.30
      i. See also SE Property Holdings, LLC v. McElheney, 2016 WL 7494300 (N.D. Fla. May 7, 2016)
      ii. Clampitt v. Wick, 320 So. 3d 826 (Fla. 2d DCA 2021)
4. However, a transfer of TBE property to one spouse or a third party is not a fraudulent transfer by a debtor spouse because TBE property is exempt from creditor claims
   a. Liberman v. Kelso, 354 So.2d 137 (Fla. 2d DCA 1978)
      i. Absent fraud, nothing prevented husband from conveying to wife his interest in property they owned as tenants by entireties free of judgment lien against husband prior to their divorce.

V. <u>TBE SEVERANCE</u>

a. Death
   i. Upon death of non-debtor spouse assets are no longer TBE and subject to debtor spouse's creditors
      1. Rader v. First National Bank in Palm Beach, 42 So. 2d 1 (Fla. 1949) (Property determined to no longer be TBE by actions of the spouses was therefore part of the deceased spouse's estate)
      2. Ciungu v. Bulea, 162 So.3d 290 (Fla. 1st DCA 2015) (Reminder interest was transferred to husband and wife. Court found upon husband's death, wife became the sole owner, and upon wife's death the interest passed pursuant to Fla. Stat. §732.103. While not expressly addressed in the option, such ruling would render the property subject to any creditor claims against wife.)
b. Divorce
   i. Fla. Stat. §689.15 – real and personal property - TBE ownership coverts to tenants in common ownership
   ii. Powell v. Metz, 55 So.2d 915, 916 ("the moment the [divorce] decree became effective the parties by operation of the statute became tenants in common, each entitled to one-half"); see also Demorizi v. Demorizi, 851 So. 2d 243 (Fla. 3d DCA 2003)
c. Mutual agreement
   i. "Divorce or death will end such a tenancy, and so may both parties by an agreement to do so. If they plainly agree on a division of the proceeds of a sale, their agreement will be effectuated and the agreed part of each will be his or her separate property."
      1. Sheldon v. Waters, 168 F.2d 483, 485 (5th Cir. 1948)
   ii. May be inferred from Conduct

1. Passalino v. Protective Group Securities, Inc., 886 So. 2d 295 (Fla. 4th DCA 2004)
2. Vining v. Martyn, 726 So. 2d 336 (Fla. 4th DCA 1999) (Wife's permission for H to use TBE funds as pledge for H's sole debt acted to sever the TBE nature of the account)
3. Rader v. First National Bank in Palm Beach, 42 So. 2d 1 (Fla. 1949) (Court found that spouses actions, ordering sale and purchase of separate bonds, severed the TBE ownership so upon wife's death her bonds did not pass to husband and were part of her estate)

d. Intentional act inconsistent with TBE
   i. Forging spouse's signature on a TBE mortgage is not valid
      1. Wells Fargo Bank, N.A. v. Rutledge, 230 So. 3d 550 (Fla. 2d DCA 2017)
   ii. Conveyance of real property by one spouse to the other spouse and other spouse acceptance of the deed
      a. Hunt v. Covington, 200 So. 76, 77 (Fla. 1941) ("The conveyance in this case evidenced the intent of the parties to divest the husband of all interest which he had in the property and to vest the fee-simple title in the wife as her separate property subject to being held or disposed of by her")
   iii. Murder – Fla. Stat. §732.802(2)
   iv. Abuse of Vulnerable Adult – Fla. Stat. §732.8031(2)
   v. Spousal abuse - Eichman v. Paton, 393 So. 2d 655 (Fla. 1st DCA 1981)
e. Foreclosure of Property?
   i. Grossfeld v. Security (Fla. 3d DCA 4/17/2024), Court found that foreclosure of real property terminated TBE ownership and surplus of funds was subject to attachment of individual spouse's creditor
   ii. Decided correctly? Court failed to address the non-severability doctrine and ignores existing applicable case law

VI. TBE FEDERAL TAXATION

a. Income Taxation of TBE
   i. 50% of the income is properly reportable by each spouse
      1. Cox v. C.I.R., T.C. Memo. 1993-326, 1993 WL 27368 ("income realized from a Missouri tenancy by the entirety was taxable one-half to the husband and one-half to the wife")
      2. Bacher v. Comm'r, 36 T.C.M. (CCH) 363 (T.C. 1977)
         a. "The Commissioner concludes that because both husband and wife own an equal and indivisible part of tenancy by the entirety property, and of the income derived from such property, such income is equally attributable to both spouses"
   ii. Is an LLC owed solely as TBE a single member (disregarded entity) or multi-member (partnership) for Federal tax purposes?
      a. When an LLC has two or more members, the default classification of the entity is a partnership which in turn requires a separate EIN and partnership tax return. Treas. Reg. §301.7701-3(b)(1)(i)
      b. In Rev. Proc. 2002-69 the IRS provided that an LLC wholly owned by a married couple as community property may file as a

disregarded entity, which means no separate EIN or business tax filing is necessary

c. The Rev. Proc implies that spouses in separate property states would be stuck with the default of partnership tax status. However, the Rev. Proc. does not specifically address TBE ownership

d. In TBE ownership both spouses are seized of a 100% interest as a singular marital unit, therefore, one could reason that the Rev. Proc. does not apply to a TBE LLC and such an LLC should be able to file as a disregarded entity

i. See Alan Gassman & Brandon Ketron, Yes, it is Usually Safe to Consider an LLC Owned as TBE as Disregarded for Income Tax Purposes (Dec. 11, 2014), available at https://gassmanlaw.com/thursday-reports/the-thursday-report-12-11-14/

b. Gift Tax Treatment of TBE

i. Creation of TBE by one spouse for both is a presumed gift of 50% of the asset

1. Fla. Stat. §61.075(6)(a)(2)-(3) (All real property and personal property titled as TBE is presumed to be marital); Sorgen v. Sorgen, 1162 3d 45 (Fla. 4th DCA 2014).

ii. Courts prioritize substance over form in determining the true donor and donee of a gift.

1. Smaldino v. Commissioner, T.C. Memo 2021-127 (T. C. 2021)

a. The Tax Court disregarded the transaction's formal steps and ruled that the husband, not the wife, was the true donor. The court recharacterized the transfer as an indirect gift to the trust, rejecting the argument that the gift was first made tax-free to the wife or that she subsequently acted as the donor.

iii. US Citizen Spouse

1. Unlimited marital deduction available

a. IRC §2523(a)

iv. Non-US Citizen Spouse

1. Limited to $190K per year (no unlimited gifting)

a. IRC §2523(i)

2. Real property – gift not complete until death of citizen spouse

a. Treas. Reg. §25.2523(i)-2(b)

3. All other property – gift is complete upon adding non-citizen spouse

a. Treas. Reg. §25.2523(i)-2(c)

c. Gross Estate Inclusion of TBE Property

i. IRC §2040 provides that the value included in the decedent's gross estate of TBE property is 50% of the interest held by both the decedent and the spouse ("qualified joint interest")

1. In the Estate of Young v. C.I.R., 110 T.C. 297 (1998), the court concluded that a "fractional interest discount and a lack of marketability discount [were] inapplicable to" JTWROS property owned by married couple due to inclusion in the gross estate under IRC §2040.

a. The Court further provided in footnote 14 - "Similarly, sec. 2040(b) also provides its own rules. It provides that the value included in the gross estate is 'one-half of the value of such qualified joint interest.' Once the parties have determined the value

of the qualified joint interest, then this is merely divided in half to determine the amount included in decedent's gross estate."

b. See also Est. of Mellinger v. Comm'r, 112 T.C. 26 (1999); Baillie v. Raoul, 137 N.E.3d 240 (IL App 4th 2019)

ii. Basis of the surviving spouse

1. The result of this inclusion is such that the surviving spouse receives a stepped-up basis in 50% of the asset while retaining 50% of the basis immediately before the deceased spouse's death. IRC 1014

VII. REAL PROPERTY

a. Creation

i. Methods

1. Common law unities; or
2. Conveyance by one or both spouse to both spouses

ii. Fla. Stat. §689.11

1. Permits a conveyance of real property by one spouse to the other to create TBE
    a. "An estate by the entirety may be created by the action of the spouse holding title"
2. Statutorily eliminated need for Unity of Time or Title
    a. Clampit v. Wick, 320 So.3d 826, 831 (Fla. 2d DCA 2021) (" 'Florida Statutorily eliminated the need to use a straw person to satisfy the unities of time and title when creating tenancies by the entireties as to real property with the amendment of F.S. 689.11(1). Ch. 71-54 §1, Laws of Fla.'" Citing to Jeffrey A. Baskies, et al., Joint Ownership, in Basic Estate Planning in Florida, §7.3(A) (Fla. Bar. CLE 10th ed. 2020);

iii. Fla. Stat. §689.115

1. Presumption of TBE when spouses jointly take or acquire a mortgage

b. Presumptions

i. Real property acquired in the name of spouses creates a presumption of TBE ownership unless conveyance expressly states otherwise

1. Beal Bank, SSB v. Almand and Assocs., 780 So.2d 45, 54 (Fla.2001); Ramos v. Estate of Ramos, 329 So.3d 172, 173 (Fla. 3rd DCA 2021)

ii. TBE presumption is not rebuttable absent fraud

1. Bridgeview Bank Group v. Callaghan, 84 So.3d 1154 (Fla. 4th DCA 2012)

c. Cases

i. Life estate or remainder interest in real property may be owned as TBE

1. Clemons v. Thornton, 993 So.2d 1054 (Fla. 1st DCA 2008) (life estate)
2. Sunshine Resources, Inc. V. Simpson, 763 So.2d 1078 (Fla. 4th DCA 1999) (remainder)

VIII. BANK ACCOUNTS

a. Creation

i. Methods to establish:
    1. Common law unities (provided signature card does not disclaim TBE); or
    2. TBE designation on account
        a. Loumpos v. Bank One, 423 So.3d 856 (Fla. 2025) ("[S]ection 655.79, Florida Statutes, authorizes a joint spousal bank account to be held as a tenancy by the entireties even if the account was originally established by one spouse")

ii. Fla. Stat. §655.79
    1. A "deposit account" in the name of a married couple "shall be considered a tenancy by the entirety unless otherwise specified in writing."
        a. Statute <u>does not apply to investment or brokerage accounts</u>
            i. See Chapter 517, Fla. Stat. (Security Laws); Fla. Stat. §678.5011(1), 679.1021(cc) & (ww), and 711.501(10)
    2. "Deposit Account" is not defined in in Fla. Stat. §655.79
        a. Fla. Stat. §655.005(2) provides that "Terms used but not defined in the financial institutions codes, but which are defined in Title XXXIX, entitled Commercial Relations, as enacted in chapters 668 through 1680, have the meanings ascribed to them in Title XXXIX"
            i. Fla. Stat. §679.1021(ff) defines a "Deposit account" as "a demand, time, savings, passbook, or similar account maintained with a bank. <u>The term does not include investment property or accounts evidenced by an instrument</u>." (emphasis added)
        b. Note, Fla. Stat. §655.55(3)(b) does provide a definition but for the purpose of §655.55 but does not appear to apply to Fla. Stat. §655.79.
            i. " 'Deposit account' means any deposit or account in one or more names including, without limitation, any certificate of deposit, time deposit, credit balance, checking account, interest-bearing account, non-interest-bearing account, individual retirement account (IRA), money market account, NOW account, transaction account, savings account, passbook account, joint account, convenience account, escrow account, trust account, custodial account, fiduciary account, deposit in trust, or Totten trust account."

b. Presumptions
    i. If TBE is expressly stated and:
        1. Unities are present, then TBE is <u>conclusively presumed</u>
            a. Beal Bank
        2. Unities of time & title are not present, then a <u>presumption of TBE</u> arises which is <u>rebuttable only by fraud, undue influence, or clear & convincing evidence</u>
            a. Loumpos v. Bank One; Fla. Stat. §655.79(1) & (2)
    ii. If TBE is not expressly disclaimed and the form of ownership is silent or as JTWROS, then if unities are present there is a <u>rebuttable presumption of TBE</u>
        1. Beal Bank

iii. If unities are present but TBE is disclaimed or another form of ownership is selected, then:
1. If the financial institution does not offer TBE, a rebuttable presumption arises that the account is not TBE
a. Beal Bank; Wexler v. Rich, 80 So.3d 1097 (Fla. 4th DCA 2012)
2. If the financial institution offers TBE, then a conclusive presumption arises that account is not TBE
a. Beal Bank; Storey Mountain, LLC v. George, 357 So.3d 709 (Fla. 4th DCA 2023)

c. Cases
i. Disclaimer of TBE may occur through another writing incorporated by reference, such as a reference to a terms & conditions document
1. Storey Mountain, LLC v. George, 357 So.3d 709 (Fla. 4th DCA 2023) (Court found that while Beal Bank required disclaimer in signature card, the enactment of Fla. Stat. §655.79(1) broadened the disclaimer by allowing any "writing")
ii. Unilateral ability for one spouse to withdraw from account does not preclude TBE status of the account.
1. Beal Bank; In First Nat'l Bank v. Hector Supply Co., 254 So. 2d 777 (Fla. 1971).

IX. OTHER TANGIBLE & INTANGIBLE PERSONAL PROPERTY

a. Creation
i. Common Law Unities
ii. No statutory method
1. Fla. Stat. §689.151 was proposed by RPPTL Section to create a new statute to address TBE and JTROS ownership of personal property
2. Never enacted

b. Presumption
i. If unities of possession, interest, title, time, survivorship, & marriage are present, then there is a rebuttable presumption of TBE
ii. "Although we understand the considerations that originally led to this Court's decision not to adopt a presumption of a tenancy by the entireties in personal property similar to that in real property, we conclude that stronger policy considerations favor allowing the ***presumption in favor of a tenancy by the entireties when a married couple jointly owns personal property***." (emphasis added)
1. See also Gibson v. Wells Fargo Bank, N.A. 255 So 3d 944 (Fla. 2d DCA 2018); In Cacciatore v. Fisherman's Wharf Realty Limited Partnership, 821 So. 2d 1251 (Fla. 4th DCA 2002); In re Uttermohlen, 506 B.R. 142, 146 (M.D. Fla. 2012), aff'd, 525 F. App'x 916 (11th Cir. 2013); In re Daniels, 309 B.R. 54, 59 (Bankr. M.D. Fla. 2004)
iii. Presumption shifts the burden of proof to the creditor to prove by a preponderance of evidence that TBE was not created.

c. Tangible Personal Property

i. Vehicles (including Mobile Homes)
    1. Ownership with conjunction "And" between owner names may be owned as TBE
        a. AmSouth Bank of Florida v. Hepner, 647 So.2d 907 (Fla. 1st DCA 1994)
    2. Ownership with conjunction "Or" between owner names "shall be held in joint tenancy." Fla. Stat. §319.22(2)(a)1.
        a. Use of "Or" precludes ability to own car as TBE. Xayavong v. Sunny Gifts, Inc., 891 So.2d 1075 (Fla. 5th DCA 2005);
ii. Artwork
    1. Robinson v. Robinson, 651 So.2d 1271 (Fla. 4th DCA 1995)
iii. Furnishings and household items
    1. In re Kossow, 325 B.R. 478 (Bankr. S.D. Fla. 2005)
iv. Jewelry
    1. Possible but difficult because unity of possession is required.
        a. See Connell v. Connell, 93 So.3d 1140 (Fla. 2d DCA 2012) (Jewelry designed for a man purchased by husband from spousal JTWROS account lacked unity of possession and was therefore not owned as JTWROS)
        b. Would result have been different if from a TBE bank account due to nonseverability doctrine?
            i. Unlike TBE, the withdrawal from a JTROS account terminates the "joint tenancy nature of the [funds] and severs the right of survivorship as to the funds withdraw."
                1. See Wiggins v. Parson, 446 So.2d 169, 171 (Fla. 5th DCA 1984)

d. Intangible Personal Property
    i. Entity Certificates/Ownership
        1. Stock Certificates
            a. In Cacciatore v. Fisherman's Wharf Realty Limited Partnership, 821 So. 2d 1251 (Fla. 4th DCA 2002)
        2. LLC Ownership Interest
            a. In re Romagnoli, 631 B.R. 807, 809 (Bankr. S.D. Fla. 2021)
        3. Stock & Limited Partnership Interests
            a. Berlin v. Pecora, 968 So.2d 47 (Fla. 4th DCA 2007)
    ii. Promissory Notes
        1. Vandenberg v. Wells, 721 So.2d 453 (Fla. 5th DCA 1998)
    iii. Certificate of Deposits (CDs)
        1. Norman v. Bank of Hawthorne, 321 So.2d 1112 (Fla. 1st DCA 1975)
    iv. Investment Accounts
        1. Wallace v. Torres-Rodriguez, 341 So.3d 374 (Fla. 3d DCA 2022
    v. Brokerage Accounts
        1. Branch Banking & Tr. Co. v. Crystal Ctr., LLC, No., 2018 WL 1005351 (M.D. Fla. Feb. 2, 2018),
    vi. Bonds
        1. Hurlbert v. Shackleton, 560 So. 2d 1276 (Fla. 1st DCA 1990)

vii. Checks payable to Spouses
    1. Gibson v. Wells Fargo Bank, N.A. 255 So 3d 944 (Fla. 2d DCA 2018) (check from IRS to spouses)
viii. Income Tax Refund
    1. Gibson v. Wells Fargo Bank, N.A. 255 So 3d 944 (Fla. 2d DCA 2018); In re Kossow, 325 B.R. 478 (Bankr. S.D. Fla. 2005)

X. TBE TRUSTS

a. Current law is unclear, and therefore an attempted creation of a TBE trust could result in the termination of TBE status of the property
    i. Supportive case law for TBE Trust
        1. In re Romagnoli, 631 B.R. 807, 809 (Bankr. S.D. Fla. 2021)
            a. Found that TBE property contributed to joint trust retained its TBE character with regards to a creditor's ability to reach the property
        2. Passalino v. Protective Group Sec., Inc., 886 So.2d 295, 297 (Fla. 4th DCA 2004)
            a. Found sale proceeds of TBE property deposited into attorney's trust account maintained TBE status
        3. Snyder v. Dinardo, 700 So.2d 726 (Fla. 2d DCA 1997)
            a. Found funds in escrow account maintained TBE status
    ii. Adverse case law
        1. In re Givans, 623 B.R. 635 (Bankr. M.D. Fla. Sept. 30, 2020)
            a. Court found that TBE property lost TBE status when transferred into a joint trust
        2. In re Quaid, 2011 WL 5572605 (M.D. Fla. Nov. 16, 2011)
            a. TBE property transferred to trust which only one spouse had access and control terminated TBE status of the property
        3. Rollins v. Alvarez, 792 So. 2d 695 (Fla. 5th DCA 2001)
            a. TBE property transferred to a joint trust that husband had control over and sole ability to amend, modify, or revoke terminated the TBE nature of the property
b. TBE Trust Proposal
    i. RPPTL considering new Fla. Stat. §736.05057
        1. If TBE property contributed to joint trust property retains TBE status
        2. Cannot be used to convert non-TBE property into TBE property
    ii. Failed action item in 2024
c. Florida community property trust
    i. Community property is a form of ownership distinct from TBE
    ii. Assets contributed to FLCPT are deemed community property and therefore should not be TBE

XI. ESTABLISHING TBE PRESUMPTION

a. The Challenge:
    i. Beal Bank established a presumption of TBE for all personal property when the 6 unities are present without an expressed disclaimer of the TBE form of

ownership. However, the Court "point[ed] out that even without application of the presumption…there was competent substantial evidence in the form of the testimony…to support the trial court's finding that" the personal property was TBE.

ii. Despite the Beal Bank presumption, establishing the 6 unities of TBE remains challenging because personal property "is generally not under mandate of record… may easily be passed …[and] may change hands with great frequency." First Nat'l Bank v. Hector Supply Co., 254 So.2d 777, 780 (Fla. 1971).

iii. Therefore, the safest way to evoke the TBE presumption for personal property is with competent substantial evidence that the unities were present.

b. The Question:
   i. What constitutes "competent substantial evidence" sufficient to establish the six unities to conjure the TBE presumption for spouses?

c. The Answer:
   i. TBE Financial Account Affidavit (TBE Affidavit)
      1. Prepare a TBE Affidavit for financial accounts where the financial institution does not offer and/or allow TBE ownership of financial account
      2. Should state:
         a. Financial institution does not offer or allow TBE ownership so account was opened as JTROS
         b. Six unities were present at the time of account opening
         c. Spouses intend for TBE ownership
      3. Ideal execution
         a. Written document
         b. Sworn statement signed by both spouses before two unrelated witnesses and a notary (think Affidavit)
         c. Signed by both witnesses
         d. Notarized by notary
   ii. TBE Ownership Agreement (OA)
      1. Prepare a OA where both spouse express their intent for TBE ownership over personal property assets
      2. Personal property owned by either spouse before marriage and/or acquired after marriage should be specifically listed in the OA if the couple desires TBE ownership
      3. OA may also include agreement among spouses addressing the intended ownership of future acquired assets and the rules as to whether and how an asset may be separate property or TBE property
      4. Ideal execution
         a. Written document
         b. Signed by both spouses before two unrelated witnesses and a notary
         c. Signed by both witnesses
         d. Notarized by notary
   iii. Assignment of Personal Property (Assignment)
      1. Prepare an Assignment where each spouse conveys their desired personal property to themselves and their spouse "as tenants by the entirety"
      2. Ideal execution
         a. Written document
         b. Signed by both spouses before two unrelated witnesses and a notary

c. Signed by both witnesses
d. Notarized by notary

iv. Timing
1. Transaction remains subject to fraudulent transfer rules, therefore it is critical action is taken while there are no creditors of either spouse
2. If OA is to be executed before marriage (perhaps part of or through a prenuptial agreement), then after marriage the assignment should be executed (because the unity of the person/marriage cannot exist until the spouses marry)
3. If spouses are looking to establish TBE ownership of property after marriage, the OA and Assignment could be combined into one document

d. The Support:
i. Forehand v. Peacock, 77 So.2d 625 (Fla. 1955)
1. Property was conveyed to mother and daughter as "tenants in common."
2. Subsequent to conveyance, mother and daughter "executed an agreement which it recited that they intend to take title under said deed as 'joint tenants or as an estate by the entireties' so that in case of the death of either the survivor would become the owner of the property."
3. Fighting ensued and mother took legal action (appears to be for partition)
4. Court found that the agreement "was nevertheless sufficient to create an agreement between the parties not to partition the property and to vest title thereof in the survivor to said agreement"

ii. Hannon v. Hannon, 740 So.2d 1181, 1187 (Fla. 4th DCA 1999)
1. "The [nuptial] agreement itself is intended to define the mutual equities [between the parties], and the trial judge is not free to ignore its provisions or to render them ineffective"

iii. Turchin v. Turchin, 16 So.3d 1042 (Fla. 4th DCA 2009)
1. Affirmed trial court decision which found due to a valid marital agreement there was no presumption of a gift to spouse despite the joint titling of the assets
2. Ruling indicates that a martial agreement can demonstrate the intent of the parties such to impact the characterization of the ownership

iv. In re Newcomb, 483 B.R. 554 (Bankr. M.D. Fla. 2012)
1. Court found that "[p]roof of intent not to create tenancy by entirety property may be established by a prenuptial agreement"
2. Ruling indicates that a martial agreement can demonstrate the intent of the parties such to impact the characterization of the ownership

v. In re Kossow, 325 B.R. 478 (Bankr. S.D. Fla. 2005)
1. Debtor in bankruptcy court listed personal property acquired before marriage, personal property acquired after marriage, and a joint tax refund as exempt TBE property
2. Debtor and his wife, prior to marriage and bankruptcy, entered into a prenuptial agreement which provided joint ownership may be created in separate property if the property is transferred in writing, signed, and expresses joint ownership
3. Debtor, after marriage but 3 years before bankruptcy, executed an "assignment of his interest" in the premarital personal property in favor of himself and his wife as TBE

4. Court held:
    a. Premarital personal property was TBE because all 6 unities were present at the time of the assignment
    b. Martial personal property was TBE because all 6 unities were present at time property was jointly acquired
    c. Joint tax refund could be TBE, but remanded on this issue because the prenuptial agreement language raised an issue as to whether the spouses intended for a tax refund to be TBE

vi. In re Golub, 80 B.R. 230 (Bankr.M.D.Fla.1987)
    1. Debtor and spouse executed a prenuptial agreement whereby debtor agreed that all of his assets were to be owned jointly by himself and his wife
    2. After marriage, debtor executed assignments related to a promissory note and profit-sharing plan, but no such assignment was executed for his premarital household furnishings
    3. Court held:
        a. Prenuptial agreement established TBE intent
        b. Promissory note and profit-sharing plan were owned as TBE because all unities were present at the time of the assignment
        c. Household furnishings were not TBE because, despite TBE intent, all of the unities were not present since no assignment was executed after marriage for assets

vii. Green v. Casper, 346 So. 2d 1204 (Fla. 3d DCA 1977)
    1. Spouses executed a prenuptial agreement before remarrying and then after marriage executed a postnuptial agreement and used a strawman to receive and then reconvey property back to spouses as TBE
    2. Judgment creditor filed petition to set aside the post marriage conveyance as a fraudulent transfer
    3. Court explained that "a conveyance of property for the consideration of marriage pursuant to an ante-nuptial settlement is not fraudulent as to creditors on the ground of want of consideration and even though made with a fraudulent design by the transfer, it should not be set aside without the clearest proof of the wife's participation in the intended fraud." (citing Dova v. Hancock, 102 So. 646 (Fla. 1924)
    4. Court held property remained as exempt TBE property and was not a fraudulent conveyance because no evidence established debtor's insolvency and wife did not participate in the fraud (she testified the purpose of the nuptial was to avoid issues that came up during their first divorce)

viii. Puleo v. Golan, 201 So. 3d 37 (Fla. 3d DCA 2014)
    1. Debtor conveyed stock pursuant to a purported postnuptial agreement to himself and wife, and creditor sought to set aside the transfer as a fraudulent conveyance
    2. Court found that the transfer was a fraudulent transfer because the debtor was insolvent at the time of the transfer, received no consideration in return for the transfer, maintained control over the stock, and made the transfer after he was sued

3. Court held that the "postnuptial agreement may govern their claims against each other, but it is not a protective mantle insulating their public corporate transactions and filings from liability to a judgment creditor for a fraudulent transfer" (emphasis added)
    a. While the court noted that pursuant to the recitals the purpose of the agreement was "to document their rights as against one another, not as against later, non-party creditors," there was no expressed intent regarding 3rd parties, and the document was never recorded in public record

e. The Support – No Strawman:
    i. Waterman v. Higgins, 28 Fla. 660, 667, 10 So. 97, 99 (1891).
        1. "According to the stringent rules of the common law a conveyance from a husband directly to his wife, without the intervention of a trustee, is void. This results from the unity of husband and wife as established and maintained by the common law; but, while such deeds are void at common law, courts of chancery have from an early period refused to follow, in all cases, this common-law rule. In equity, an examination will be made into the motives, considerations, and objects to be accomplished by such conveyances. If made upon good or meritorious considerations, and free from imposition or fraud, they are looked upon with favor, and upheld in chancery"
        2. See also Versace v. Uruven, LLC, 348 So.3d 610 (Fla. 4th DCA 2022)
    ii. Hurlbert v. Shackleton, 560 So. 2d 1276 (Fla. 1st DCA 1990)
        1. Permitted husband to transfer stocks & bonds to himself and wife and create TBE ownership without need for a strawman
        2. However, see SE Property Holdings, LLC v. McElheney, 2016 WL 7494300 (N.D. Fla. May 7, 2016)
            a. Question as to whether LLC interest could be transferred from one spouse directly to TBE
            b. Court declined to address the question directly and merely noted the law was unclear and contradictory cases existed
    iii. LaPierre v. Kalergis, 257 So. 2d 33 (Fla. 1971)
        1. Held unities were required to create JTROS
        2. However, held that deed without strawman from H&W to W and son as JTROS created valid JTROS where deed expressly stated survivorship
            a. Simon v. Koplin, 159 So.3d 281, 282 (Fla. 2d DCA 2015) ("The supreme court in LaPierre clarified that the unities of possession, interest, title, and time are required to create a true joint tenancy. However, LaPierre has no bearing on this case as the right of survivorship here does not depend on the nature of the tenancy but on the express provision in the deed." Internal citations omitted)
    iv. Ratinska v. Estate of Denesuk, 447 So.2d 241 (Fla. 2d DCA 1983)
        1. Transferor conveyed real property to transferor and her son as JTROS
        2. Court held that JTROS unities were met with the execution of the deed conveying to transferor and son

3. Court further stated that there "is no point in requiring [the] property be conveyed twice when a single conveyance is just as effective and has the virtues of economy and efficiency"
4. Cases finding no strawman is necessary to terminate JTROS and applying the logic in Ratinska. See also Weisblat v. Feldman, 358 So.3d 1238 (Fla. 4th DCA 2023); Countrywide Funding Corp. v. Palmer, 589 So.2d 994 (Fla. 2nd DCA 1991)

v. However, not all courts have concurred with dispensing the strawman
1. SE Property Holdings, LLC v. McElheney, 2016 WL 7494300 (N.D. Fla. May 7, 2016)
a. Court declined to address whether an LLC interest could be transferred from one spouse to both spouses to create TBE ownership, noting that the law was unclear and contradictory cases existed on the issue

XII. TBE PRACTICE TIPS

a. General
i. Explain how TBE operates (survivorship and creditor protection)
1. Generally, outside of real property and bank accounts, the 6 unities must be present to safely create TBE
2. Avoid TBE trusts until law becomes settled
3. Warn spouse's that actions together or with each other's knowledge that are inconsistent with the TBE concept may inadvertently terminate TBE

ii. Discuss consequences of creation of TBE
1. Presumed gift of 50% to other spouse (possible gift tax if non-US citizen)
2. Converting separate property into TBE creates a presumption that the asset is marital property, thereby subject to equitable division upon divorce
a. Fla. Stat. §61.075(6)(a)(2)-(3) (All real property and personal property titled as TBE is presumed to be marital)
b. Robertson v. Robertson, 593 So.2d 491 (Fla. 1991) (The spouse "seeking to have the property declared a nonmarital asset now has the burden of overcoming this presumption by proving that a gift was not intended.")
c. Fla. Stat. §61.075(1) ("the court must begin with the premise that the distribution [of marital property] should be equal, unless there is a justification for an unequal distribution").

iii. Review assets in detail with clients to determine:
1. If owned as TBE
2. Which assets are desired to be owned as TBE
a. Generally, best to avoid car ownership as TBE (otherwise an accident creates a joint creditor)
3. May need to request signature card and any other documents incorporated by reference to ensure no expressed disclaimer

iv. Whenever possible expressly state asset is owned as TBE on the account or document (investment accounts, bank accounts, stocks, bonds, LLC interests, partnership agreements, assignment of interests, promissory notes, checks, etc.).

v. Execute TBE OA, Assignment, or Affidavit which includes spouses' agreement for assets to be owed as TBE and to convey the assets to spouses as TBE to establish 6 unities
    1. Include list of assets
    2. Consider including statement that the intent is future assets acquired with TBE assets will continue TBE ownership despite titling
vi. Be aware of Florida fraudulent transfers
    1. Creation of TBE ownership does not avoid fraudulent transfer rules
    2. Consider having clients execute financial affidavit to establish solvency and status of any known creditor claims
    3. Where a spouse has a creditor, consider conveying all TBE property to non-debtor spouse and then updating non-debtor spouse's estate plan to leave assets in creditor protected trust for debtor spouse
        a. Not a fraudulent transfer by a debtor spouse because TBE property is exempt from creditor claims

b. Real Property
    i. Deeds ideally should include "as husband and wife" and/or "as tenants by the entirety" (especially helpful for married couples with different last names)
    ii. Confirm deed lists both spouses, that they were married at the time the deed was executed, and they did not designate a different form of ownership
        1. If acquire before marriage or ownership appears wrong or unclear, execute a new deed to create TBE ownership
c. Bank Accounts
    i. Gold Standard
        1. Close old account and open new account (which means new account number) to ensure all 6 unities are present and make expressed declaration of intent for TBE ownership
            a. Provides "<u>conclusive</u>" TBE presumption
    ii. Silver Standard
        1. Add spouse to existing account with written TBE declaration
            a. TBE presumption is "<u>rebuttable"</u> by proof of fraud, undue influence, or clear and convincing evidence of a contrary intent
    iii. Bronze Standard
        1. When TBE is not an available option for a new account, try adding "TBE" to the signature card or when signing name add "TBE" to end of signature, then execute a TBE Affidavit
        2. If TBE not allowed by institution and institution will not permit the "TBE" indication anywhere on the new account, then execute TBE Affidavit
d. Other Personal Property
    i. Brokerage/Investment accounts – confirm meets common law TBE unit test and if not client MUST open a new account
    ii. Ideally, use strawman to ensure all 6 unities can be established
    iii. Execute OA and assignment for premarital and post marital property
        1. Include list of assets
        2. Consider including statement that the intent is future assets acquired with TBE assets will continue TBE ownership despite titling
    iv. For a car to be owned as TBE, the title must have both spouse's names connected with "and" (HOWEVER, best to avoid TBE ownership of cars)

XIII. ADDITIONAL RESOURCES

a. Turning Straw Into Gold: A Comprehensive Guide to Tenants by the Entirety in Florida, Joseph M. Percopo, Fla. Bar. J. (May/June 2025)
b. Are Florida laws on tenancy by the entireties in personality as clear as we think?, Anne Buzby-Walt, Fla. Bar J. (Sept/Oct 2011)
c. Chapter 5, Jointly Held property, Litigation Under Florida Probate Code by W. Fletcher Belcher
d. Chapter 7, Joint Ownership, Basic Estate Planning in Florida by Jeffrey A. Baskies, Thomas O. Katz, and Justin Savioli
e. Section 7.6, Estate Planning & Asset Protection in Florida, Barry A. Nelson
    i. See Appendix XII-C Affidavit of Tenants by the Entirety example
    ii. See Appendix XII-D Sample Solvency Affidavit
f. Real Property, Probate and Trust Law Section of the Florida Bar White Paper on Proposed Enactment of Florida Statutes Section 689.151
g. Real Property, Probate and Trust Law Section of the Florida Bar White Paper on Proposed Enactment of Florida Statutes Section 736.05057

XIV. APPENDIX

a. Appendix A – Tenants by the Entirety Agreement of Ownership of Personal Property
b. Appendix B – Assignment of Personal Property to Establish Tenancy by the Entirety Ownership
c. Appendix C – Financial Account TBE Affidavit

APPENDIX A

Tenancy by the Entirety Agreement of Ownership of Personal Property

This Tenants by the Entirety Agreement of Ownership of Personal Property ("Agreement") is made on [Date], by and between [Spouse A's Full Name] ("Spouse A") and [Spouse B's Full Name] ("Spouse B"), collectively referred to as the "Parties."

1. **Intent for TBE Ownership:** The Parties hereby declare their intention to own certain personal property assets, as specified herein, as tenants by the entirety (TBE), in accordance with the laws of the State of Florida. This Agreement is executed to formalize their TBE ownership and establish the legal framework governing their rights and responsibilities regarding the designated personal property assets.

2. **Existing Personal Property:** The Parties hereby designate the following existing personal property assets ("Existing Assets") to be owned as TBE:

    a. [List of Personal Property Assets of Spouse A]
        i. [Attached hereto as Exhibit A (if numerous assets)]
    b. [List of Personal Property Assets of Spouse B]
        i. [Attached hereto as Exhibit B (if numerous assets)]
    c. [List of Joint Personal Property Assets of Spouse A & Spouse B]
        i. [Attached hereto as Exhibit C (if numerous assets)]

3. **Future Acquired Personal Property:** The Parties recognize the importance of addressing the ownership status of future acquired personal property assets and further agree:

    a. [List of types of future personal property assets acquired that will be owned as TBE] ("Future Assets," collectively with Existing Assets referred to as "TBE Assets").
    b. [List of types of future personal property assets acquired that will remain separate property]

4. **TBE Unities:** The Parties acknowledge that the creation of TBE ownership requires the presence of the six unities, including unity of time, title, interest, possession, marriage, and unity of persons. The Parties affirm their understanding that this Agreement, along with any subsequent assignments or transfers, serves as evidence of their intention to establish the six unities and create TBE ownership.

5. **Rights and Responsibilities:**

    a. Ownership**:** The Parties acknowledge and agree that they shall each be seized of the whole over the TBE Assets.

b. Management and Control**:** The Parties shall jointly manage and control the TBE Assets, exercising their rights and making decisions in a manner that reflects their mutual agreement.

c. Use and Enjoyment**:** The Parties shall have the right to use and enjoy the TBE Assets, and such TBE Assets shall be used for the benefit of the Parties.

d. Maintenance and Expenses**:** The Parties shall share in the maintenance and expenses associated with the TBE Assets, unless otherwise agreed upon in writing.

e. Survivorship**:** The Parties agree that upon the death of either Party, the deceased Party's interest in the TBE Assets shall cease and the surviving Party shall seized of the whole.

6. **Non-Severability of TBE Property**: The Parties understand and acknowledge that TBE Assets are indivisible during the continuance of the marriage, and neither Party shall have the unilateral right to sever their interest in the TBE Assets without the consent of the other Party.

7. **Termination of TBE Ownership**:

   a. Divorce: TBE ownership of TBE Assets shall terminate upon the death of one Party.

   b. Death: TBE ownership of TBE Assets shall terminate upon the dissolution of the marriage of the Parties.

   c. Voluntary Agreement: The Parties may mutually agree to terminate TBE ownership of TBE Assets and divide the TBE Assets among the Parties, provided such agreement is executed in writing before two witnesses and a notary.

8. **Acknowledgment**: The Parties acknowledge their understanding of the legal implications of establishing TBE ownership and each Party has been afforded the opportunity to with an attorney before executing this Agreement.

This Tenants by the Entirety Agreement of Ownership of Personal Property is executed as of _____ ___, 2024

Signed in the presence of:

_____ _____

Witness 1 Signature [SPOUSE A]
Print name:_____
Presence: Physical____ Online____

_____

Witness 2 Signature
Print name:_____
Presence: Physical____ Online____

Signed in the presence of:

_____ _____

Witness 1 Signature [SPOUSE B]
Print name:_____
Presence: Physical____ Online____

_____
Witness 2 Signature
Print name:_____
Presence: Physical____ Online____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ❒ physical presence or ❒ online notarization, this [DAY] day of [MONTH], [YEAR], by **[SPOUSE A AND SPOUSE B]**. Said persons ❒ are personally known to me, ❒ produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or ❒ produced other identification, to wit: _____.

_____
Notary Public - State of Florida

APPENDIX B

Assignment of Personal Property to Establish Tenancy by the Entirety Ownership

This Assignment of Personal Property ("Assignment") is made on [Date], by and between [Spouse A's Full Name] ("Spouse A") and [Spouse B's Full Name] ("Spouse B"), collectively referred to as the "Assignors," and Spouse A and Spouse B, as tenants by the entirety, referred to as the "Assignee."

1. **Description of Personal Property:** The Assignors hereby assign and convey to the Assignee, and the Assignee accepts, the following personal property assets ("Property") to be owned as tenants by the entirety (TBE):

    a. [List of Personal Property Assets Being Assigned by Spouse A]
        i. [Attached hereto as Exhibit A (if numerous assets)]
    b. [List of Personal Property Assets Being Assigned by Spouse B]
        i. [Attached hereto as Exhibit B (if numerous assets)]
    c. [List of Joint Personal Property Assets Being Assigned by Spouse A & Spouse B]
        i. [Attached hereto as Exhibit C (if numerous assets)]

2. **Intent for TBE Ownership:** This Assignment is executed to establish presence of the six unities (possession, interest, title, time, survivorship, and marriage) necessary to create TBE ownership. The Assignors and Assignee affirm their mutual desire and intent to establish TBE property in accordance with the laws of the State of Florida.

3. **Acknowledgment:** Assignors affirm the accuracy and truthfulness of the statements contained herein and acknowledge their understanding of the legal implications of establishing TBE ownership.

This Assignment of Personal Property is executed by us on _____ ___, 2024.

Signed in the presence of:

_____ _____
Witness 1 Signature [SPOUSE A]
Print name:_____
Presence: Physical____ Online____

_____
Witness 2 Signature
Print name:_____
Presence: Physical____ Online____

Signed in the presence of:

_____ _____

Witness 1 Signature [SPOUSE B]
Print name:_____
Presence: Physical____ Online____

_____
Witness 2 Signature
Print name:_____
Presence: Physical____ Online____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ❒ physical presence or ❒ online notarization, this [DAY] day of [MONTH], [YEAR], by **[SPOUSE A AND SPOUSE B]**. Said persons ❒ are personally known to me, ❒ produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or ❒ produced other identification, to wit: _____.

_____
Notary Public - State of Florida

APPENDIX C

Financial Account TBE Affidavit

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared [Spouse A's Full Name] and [Spouse B's Full Name], who, after being duly sworn, state as follows:

1. We are over eighteen (18) years of age and have personal knowledge of all the matters set forth in this affidavit.

2. The facts and matters contained and recited in this Affidavit are based upon our personal knowledge.

3. We legally married on [date] and remain legally married.

4. On or about [date], we established a financial account with [financial institution] ending in account number [last 4 digits of account number] (hereafter, the "Financial Account").
    a. [Note – if going to actual location include information about the location and who spouses met with to open account]

5. The Financial Account is titled in both of our names.

6. [Financial institution] does not offer the option to establish a tenants by the entireties ("TBE") account title and/or expressly prohibits the establishment of TBE accounts.
    a. [Note – if someone at actual location made these statements, then include that information as well, perhaps adding language along the lines of "as confirmed by [name and title] of [financial institution]")

7. The Financial Account was established as a joint tenants with right of survivorship account because we were not able to title the Financial Account as a TBE account.

8. Our intent at the time establishing the Financial Account was for the Financial Account to be titled and owned by us as TBE regardless of how the account was titled and regardless of any terms, conditions, or disclaimers in or incorporated by reference by the documents used to establish the Financial Account.

9. We affirm that despite the account being established as a joint tenants with right of survivorship account, our intent and the presence of the six unities of possession, interest, title, time, survivorship, and marriage establish that we own the Financial Account as tenants by the entirety.

Under penalty of perjury, we swear that we have read the foregoing Financial Account TBE Affidavit and the facts stated herein are true and complete to the best of our knowledge.

Signed in the presence of:

_____ _____
Witness 1 Signature [SPOUSE A]
Print name:_____
Presence: Physical____ Online____

_____
Witness 2 Signature
Print name:_____
Presence: Physical____ Online____

Signed in the presence of:

_____ _____
Witness 1 Signature [SPOUSE B]
Print name:_____
Presence: Physical____ Online____

_____
Witness 2 Signature
Print name:_____
Presence: Physical____ Online____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ❒ physical presence or ❒ online notarization, this [DAY] day of [MONTH], [YEAR], by **[SPOUSE A AND SPOUSE B]**. Said persons ❒ are personally known to me, ❒ produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or ❒ produced other identification, to wit: _____.

_____
Notary Public - State of Florida