

1/31/2008 Page

1 of

6 10:46AM

NO PROBATE COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON) : SS COUNTY OF SKAGIT

SUSAN D. BOCKENKAMP, being first duly sworn, on oath deposes and says:

That she is a resident of Anacortes, Skagit County, Washington. That HERMAN WILLIAM BOCKENKAMP was her husband. That HERMAN W. BOCKENKAMP died a resident in Anacortes, Skagit County, Washington on January 10, 2008. A copy of the death certificate is attached hereto. HERMAN W. BOCKENKAMP died leaving property in Skagit County all of which was the community property of affiant and decedent, HERMAN W. BOCKENKAMP. A copy of the Community Property Agreement is attached. The deceased held property in the Herman and Susan Bockenkamp Living Trust dated February 14, 1991. Susan D Bockenkamp is the Successor Beneficiary under the trust.

That there are no unpaid creditors of said decedent HERMAN W. BOCKENKAMP or of the former marital community nor unpaid funeral expenses, or last illness except as follows: None.

That the decedent's estate is not being probated. The decedent's Will has been filed with the Skagit County Superior Court.

08 4 00029

That the property owned by affiant and HERMAN W. BOCKENKAMP consisted of the following:

REAL ESTATE

1. LEGAL OWNER: Herman and Susan Bockenkamp Living Trust

STREET:

1119 - 36th Street, Anacortes, WA 98221

TAX ID:

P32014/350125-0-048-0003

LEGAL:

TAX 12 BEG 16RDS W OF SE C OF NE1/4 SEC 25 TH N 545FT TH/W

10 2/3RDS TH S 545FT TH E 102/3RDS TB LESS S 280FT & TAX

12AB

PERSONAL PROPERTY

1. Household furniture valued at	\$500.00
2. Motor vehicles valued at	\$500.00
3. Bank accounts and cash valued at	\$300.00

That the total value of all of the property owned by decedent and affiant, in which decedent owned a community one-half interest, was less than \$500,000.00, and considerably less than that which would necessitate estate tax reporting to the federal government, and that there is no estate tax owning on account of decedent's death.

This affidavit is made to induce any and all title insurance companies to issue a policy of title insurance on real property passing to the surviving spouse because it was community property of the deceased which was converted to community property by said community property survivorship agreement or deed identified herein, all in reliance upon the representations set forth herein.

Dated this day of January, 2008.

Spouse and Trustee

SWORN TO before me this 29th day of 2008.

Notary Public in and for the State of Washington, residing

at Anacortes, WA.

My appointment expires: Hig 68

Skagit County Auditor

1/31/2008 Page

2 of

6 10:46AM

STANE OF WASHINGTON DEPARXIMENT JOE HEALTH

al File Number 20-08	Wash	ington State Cer	tificate of Death	4	ate File Number		
1. Legal Name (Indicate AKA's Itany)	First Middle	LAST	Suffix	2. Death Date			
Herman 3, Sex (M/F) 4a. Age -	William Last Birthday 4b. Under 1 Ye	BOCKENKA		Jan 10		1 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
「】 ** ** ** * * * * * * * * * * * * * *		ar 4c. Under ays Hours	Minutes	ocial Security Numb	er (3. County of D	1 2 1 5 1 1 4 4 1 W
	8a. Birthplace (City, Town, or 0	County) 8b. (State or Fe	oreign Country)	9. Decedent's Edu	cation	Skaglt	
	Great Falls	Montan		GED Con		11 1	
10. Was Decedent of Hispanic C	Irigin? (Yes or No) If yes, specif		cedent's Race(s)		101000	12.	Was Decedent ever in U.
No N	200		Caucasian				rmed Forces? Yes
13a. Residence: Number and St 1119 - 36th St		le Apt. No.)			13b. City or	4	
13c. Residence: County	13d. Tribal Reservation	Name (if applicable) H	3e State or Foreign C	ountry	Anace 13f. Zip Code +	ortes	13g. Inside City Limits
Skagit		(i applicable)	Washington	iountry	98221	*	iong #isione City Limits □ Mes □ No □ U
14. Estimated length of time at re	sidence 15. Marital Status	at Time of Death 1	6. Surviving Spouse's	Name (Give name orio	or to first marriage		
50 years	Marrie		Susan Do	lores			
17. Usual Occupation (Indicate type	e of work done during most of w	orking life. (DO NOT USE R	I		of use Company N	ame)	
Operator 19. Father's Name (First, Middle, 1	ant Cuffin			efinery			
Augustave W. Boo	and the second s			ame Before First Ma	rriage (First, Mid	dle, Last)	4.5
21. Informant's Name		ip to Decedent 23. I	Vailing Address: Numb	enore Moody	City or Town	State 2	
Larry Bockenkamp	Son		411 - 48th St		Gig Har		WA 98335-
24. Place of Death, if Death Occurred	in a Hospital:	N	Place of Death, it	Death Occurred Some			
5F F 45 N	<u></u>			ng Home			<u> </u>
25. Facility Name (If not a facility, g		A STATE OF THE STA		lity, Town, or Locatio	n of Death 2	6b. State	7. Zip Code
San Juan Rehab. 28. Method of Disposition		Disposition (Name of s		Anacortes		WA	98221
Burial		iew Cemeterv	emetery, crematory, other	prace)	30. Location-Cit		
31. Name and Complete Address	s of Funeral Facility				3	es, Washi 2. Date of Disc	
Evans Funeral Cha	pel & Crematory,	Inc. 1105 3:	2nd St. Anaco	rtes, WA 982	21-	Jan 16,	
33. Funeral Director Signature	х ,	is pro-		*			
!		much ,	See instructions and ex-	'a			
Sequentially list conditions, if any to the cause listed on line a. Ente	t leading b. er the	ecfied is	Due to (or as a consequer	1			val between Onset & Dea
UNDERLYING CAUSE (disease a that initialed the events resulting it			Dan io (e. da a conjucção)	- CG.OT).		Jinter	val between Onset & Dea
death)LAST	·· <u>·</u>		Due to (or as a consequen	ice of		Inter	al between Onset & Dea
	d.		**************************************	A James X			- 2013-1-1 011001,2 000
35. Other significant conditions co	intributing to death but not n	esulting in the underly	ng cause given abové	36.	Autopsy? 37	. Were autops	sy findings available to
090			4		00	mplete the Ca	use of Death?
Thoracie 1 abolon 38 Mannet of Death	ainal lymphade	is justinger	brim stehns	ا توسمه ر	Yes □ ⊼l o		/es ∐A¶o
38. Mannet of Death Natural 🖺 Homicide	39. If fehnale ☐ Not pregnant witi	~	ot pregnant, but pregna	one 200 at 40 at 100 at			escco use contribute
Accident Undetermine			ot pregnant, but pregna	ant within 42 days of ant 43 days to 1 year	r before death	tó dea	⊞ Probably
Suicide Pending 11. Date of Injury (MM/00/YYYY)	42. Hour of Injury (24hrs)		nknown if pregnant with	hin the past year	1.4	□ No	☐ Unknown
The Date of Injury INWINDONTTY	HZ. Flour of Injury (24nrs)	43. Flace of injur	y (e.g., Decedent's home,	construction site, restar	urant, wooded are		uryat Work? ☐ No ☐ Unk
15, Location of Injury: Number &	Street:			- Santa	Аг	t No.	, and LI Oak
Dity or Town:		Country		Elega Rose			
6. Describe how injury occurred	:	County	<u> </u>	Stale: 47. I	Zır f transportation	Code+ 4()	
	•				Driver/Operator		
				\ <u>\</u>	Passenger	Other (Specify)
8a. Certifying Physician-To and	et et disse til sodnege, diget i dett om met melser	hrives at historicties diale, en	48b. Medical Ex	caminer/Coroner -): Intravole or oc	reinse Snoger (Non	Maratidatka of trons
	5	. مجب ر	CONTRACTOR OF	casoured at filetime, o	intopalet piedpoen	grice jarko cag	neto, Lafel most nociseas y:
9 Name and Address of Cartific		2 W D	X		· · · · · · · · · · · · · · · · · · ·	<u>vi 234</u>	
 Name and Address of Certifier Oliver L. Stals 		ner ar Coroner (Type L M Avenue Su		tee Ma occ	50	. Hour of Deat	
Name and Title of Attending P	hysician if other than Certific	er (Type or Print)	D, Allacor	, WA 9822		05:00 Date Signed	
· · · · · · · · · · · · · · · · · · ·		. (-3P= IIII)			52		(MM/DD/YYY) 10, 2008
3. Title of Certifier	54. License Nur		55. ME/Coron	er File Number	56. Was		to ME/Coroner?
MD	MD00	0018028				Yes Yes	□7 00
7. Registrar Signature			51475 X	58. E	ate Received (1 1 2000
Conne Chase	wan Una	ulu Po				JAN	1 1 2008
9. Amendiments					 		James James
was the first that the	B			7.			
						5.35%	rika in Ny

200801310081 Skagit County Auditor

1/31/2008 Page

3 of

6 10:46AM

COMMUNITY PROPERTY AGREEMENT

Agreement made in 2-14-91- Annicos Washington on 2-14-9/, between Herman W. Bockenkamp and Susan D. Bockenkamp, husband and 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 property now owned or hereafter acquired by Husband and Wife (except for property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved in writing 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 referred to in this Agreement as the "described community property."
- 2. <u>Vesting at Death of a Spouse</u>. When one spouse dies and the other spouses survives by ten days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.
- 3. <u>Disclaimer</u>. Upon 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 property. The interest disclaimed shall pass as if the provisions of section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.

THE HERMAN AND SUSAN BOCKENKAMP LIVING TRUST COMMUNITY PROPERTY AGREEMENT

PAGE 1 OF 3 200801310081 Skagit County Auditor

- 4. <u>Automatic Revocation.</u> The provisions of section 2 above 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 neither party survives the other by ten days.
- 5. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of section 2 above. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled spouse. Each party designates the other party as attorney-in-fact to become effective upon disability to agree to the termination. 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 named spouse 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.

THE HERMAN AND SUSAN BOCKENKAMP LIVING TRIES
COMMUNITY PROPERTY
AGREEMENT
PAGE 2 OF 3

Skeptic Country

200801310081 Skagit County Auditor 7. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement, Will or other arrangement previously made by either or both of the parties that affect the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

	Horman DBockenbant
6	
0	Herman W. Bockenkamp
:	Jusen D. Bockenkary
	Susan D. Bockenkamp

STATE OF WASHINGTON).ss.
County of Skagit

On this day personally appeared before me Herman W. Bockenkamp and Susan D. Bockenkamp, 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 this 24 day of

NOTARY PUBLIC in and for the State

Washington, residing at

My appointment expires on

THE HERMAN AND SUSAN BOCKENKAMP LIVING TRUST COMMUNITY PROPERTY

AGREEMENT

1991

AGREEMENT PAGE 3 OF 3

200801310081 Skagit County Auditor

1/31/2008 Page

6 of

6 10:46AM