

2. **EXECUTION OF AGREEMENT.** That on February 23, 1996, and while husband and wife, the affiant and the said BILLIE MARIE WILMS executed an agreement entitled "Community Property Agreement." That since the execution thereof, the said agreement has not been altered, modified, revoked, renounced or abandoned in any way, nor has any instrument inconsistent therewith or contradictory thereto been executed. The said Community Property Agreement is attached hereto, marked Exhibit "B" and by reference made a part hereof.

3. **PAYMENT OF DEBTS.** That all expenses of last illness, burial and funeral and costs of administration have been paid or provided for.

4. **STATUS OF PROPERTY.** That as of the time as a result of the execution of said agreement, and at all times subsequent thereto, all property, real and personal, owned by them, or in which they had any interest, became and remained community property.

5. **INHERITANCE AND ESTATE TAXES.** That said estate is not subject to state inheritance taxes or federal estate tax, being below current exemptions in effect as of the date of death.

6. **REAL ESTATE.** That all of the real estate listed below, was at the time of death the community property of the decedent and has now passed to the affiant, as her surviving spouse:

Lot 31, "LINDA VISTA ADDITION", according to the plat thereof, recorded in Volume 7 of Plats, Page 74, records of SKAGIT County, Washington.

SUBJECT TO: Paragraph A of Schedule B-1 of First American Title Insurance Company's Preliminary Commitment for Title Insurance No. 22906.

P67233/3945-000-031-0005



Lot 30, "LINDA VISTA ADDITION, SKAGIT COUNTY, WASHINGTON", according to the plat thereof, recorded in Volume 7 of Plats, Page 74, records of SKAGIT County, Washington.

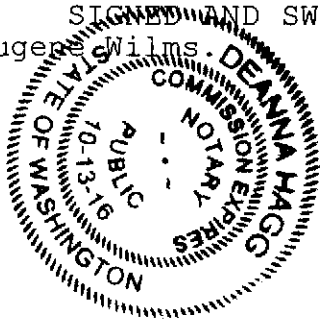
SUBJECT TO: Paragraph A of Schedule B-1 of First American Title Insurance Company's Preliminary Commitment for Title Insurance No. 22907.

P67232/3945-000-030-0006

7. **PURPOSES OF AFFIDAVIT.** This affidavit is made to induce all title insurance companies dealing with said real property to issue policies of title insurance upon real estate passing to the surviving spouse, and all companies or entities dealing with any property to transfer such property to the surviving spouse, and affiant herein, by virtue of said community property survivorship agreement, and in reliance upon the representations of fact herein above set forth. This affidavit is further executed for the purpose of giving notice of the existence and effectiveness of the Community Property Agreement.

Earl E Wilms
EARL EUGENE WILMS

SIGNED AND SWORN to before me on February 27, 2014, by Earl Eugene Wilms.



Deanna Hagg
Printed name: Deanna Hagg
Notary Public in and for the State of Washington, residing at Anacortes.
My appointment expires: 10-13-2016.



STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number 252-10 Washington State Certificate of Death State File Number

1. Legal Name (Include AKA's if any) First Middle LAST Suffix Billie Marie Wilms		2. Death Date March 28, 2010	
3. Sex (M/F) Female	4a. Age - Last Birthday 76	4b. Under 1 Year Months Days 7 6	4c. Under 1 Day Hours Minutes 7 6
5. Social Security Number [REDACTED]		6. County of Death Skagit	
7. Birthdate [REDACTED]	8a. Birthplace (City, Town, or County) Kansas City	8b. (State or Foreign Country) Missouri	9. Decedent's Education High School Graduate
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify. No		11. Decedent's Race(s) Caucasian	
12. Was Decedent ever in U.S. Armed Forces? No			
13a. Residence: Number and Street (e.g., 624 SE 5 th St.) (Include Apt. No.) 20350 Eric Street		13b. City or Town Mount Vernon	
13c. Residence: County Skagit	13d. Tribal Reservation Name (if applicable) -----	13e. State or Foreign Country Washington	13f. Zip Code + 4 98274
13g. Inside City Limits? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unk			
14. Estimated length of time at residence. 21 Years	15. Marital Status at Time of Death Married	16. Surviving Spouse's or Domestic Partner's Name (Give name prior to first marriage) Earl E. Wilms	
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED)) Homemaker		18. Kind of Business/Industry (Do not use Company Name) Own Home	
19. Father's Name (First, Middle, Last, Suffix) Clarence Thorson		20. Mother's Name Before First Marriage (First, Middle, Last) Mabel Unknown	
21. Informant's Name Earl E. Wilms	22. Relationship to Decedent Husband	23. Mailing Address: Number and Street or RFD No. City or Town State Zip 20350 Eric Street Mount Vernon, WA 98274	
24. Place of Death, if Death Occurred in a Hospital: Nursing Home		24. Place of Death, if Death Occurred Somewhere Other than a Hospital: Mount Vernon	
25. Facility Name (If not a facility, give number & street or location) Mira Vista Care Center		26a. City, Town, or Location of Death Mount Vernon	26b. State WA
		27. Zip Code 98274	
28. Method of Disposition Cremation	29. Place of Final Disposition (Name of cemetery, crematory, other place) Mount Vernon Cemetery Crematory		30. Location-City/Town, and State Mount Vernon, Washington
31. Name and Complete Address of Funeral Facility Kern Funeral Home 1122 S. 3rd St. Mount Vernon, Washington 98273		32. Date of Disposition Apr 5, 2010	
33. Funeral Director Signature X <i>Rex E. Watt</i> Rex E. Watt			
Cause of Death (See instructions and examples)			
34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.			
IMMEDIATE CAUSE (Final disease or condition resulting in death) →		a. Unspecified natural causes	Interval between Onset & Death Months
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST		b. Failure to thrive	Interval between Onset & Death Months
		c. Dementia	Interval between Onset & Death Years
		d.	Interval between Onset & Death
35. Other significant conditions contributing to death but not resulting in the underlying cause given above seizure disorder, Crohn's disease		36. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	37. Were autopsy findings available to complete the Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
38. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		39. If female <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year	
40. Did tobacco use contribute to death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown			
41. Date of Injury (MM/DD/YYYY)	42. Hour of Injury (24hrs)	43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
44. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk			
45. Location of Injury: Number & Street: City or Town: County: State: Zip Code + 4:		46. Describe how injury occurred	
		47. If transportation injury, specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)	
48a. Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) and manner stated X <i>Henry Pforte</i>		48b. Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated. X	
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) Henry Pforte 1400 E. Kincaid St., Mount Vernon, WA 98274		50. Hour of Death (24hrs) 0450	
51. Name and Title of Attending Physician if other than Certifier (Type or Print)		52. Date Signed (MM/DD/YYYY) 4-5-2010	
53. Title of Certifier MD	54. License Number MD 00041816	55. ME/Coroner File Number NJA-145	56. Was case referred to ME/Coroner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
57. Registrar Signature X <i>Constance Anderson</i>		58. Date Received (MM/DD/YYYY) APR - 5 2010	
59. Amendments			

Part 1 completed by Funeral Director

Part 2 completed by Certifier



EXHIBIT "A"



Skagit County Auditor \$79.00
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Affidavit for Correction

Center for Health Statistics
P.O. Box 3709
Olympia, WA 98507-8709
(360) 236-4300

This is a legal Document. Complete in ink and do not alter.

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Use the section below for requesting any changes on the record.

Record Type: Birth Death Marriage Dissolution

1. Name on record: _____ 2. Date of Event: _____ 3. Place of Event: (City or County) _____

4. Father's Full Name (For Birth): (Husband for Marriage or Dissolution) _____ 5. Mother's Full Name (For Birth): (Wife for Marriage or Dissolution) _____

The Record is incorrect or incomplete as follows:

The Record now shows:	The True fact is:
6. _____	7. _____
8. _____	8. _____
10. _____	11. _____
12. _____	12. _____

14. I represent the person as: Self Parent Guardian Informant Funeral Director Other (Specify) _____ Telephone Number: _____

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

15. Signature: _____ Date: _____ Address: _____

All vital records are registered as received. An item may be changed by affidavit only once. Subsequent changes must be made by court order. The incorrect certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

All changes must be established by documentary proof submitted with the affidavit

Examples of documentary proof:

Certificate of Naturalization	Medical Record	School Record
Hospital Records	Military Record (DD-214)	Voter's Registration Card (if it bears an effective date)
Insurance Records	Birth Record	Alien Registration Card (front and back)
Marriage/Divorce Records	Passport	

Birth Certificates:

- Only a parent, legal guardian (if the child is under 18), or the adult themselves (if 18 or older) may change the birth certificate.
- The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe, Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
- Proof must be five (or more) years old or have been established within five years of birth.
- Up to age one, the parent(s) or legal guardian may change the child's last name with an affidavit for correction, provided:
 - This is a one time only change. Subsequent changes will require a certified copy of a court ordered name change.
 - The new last name may be the mother's maiden name or father's name (if present on the certificate) or any combination of the two.
 - After age one, last name changes require a certified copy of a court ordered name change. Minor spelling changes may be made with an affidavit and documentary proof.
- Parent(s) may change their child's first or middle name by completing and signing an affidavit for correction (until their child's 18th birthday).
- This affidavit cannot be used to add a father to a birth certificate. (Use the paternity affidavit - form DOH/CHS 021)**

Death Certificates:

- Only the informant, the funeral director, or executor/administrators (if evidence confirming such position is presented) may change the non medical information.
- The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.
- If it is less than sixty days from date of death please contact the county health department where the death occurred to make changes.

Marriage/Dissolution (Divorce) Certificates:

- Personal fact(s) (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit (with proof) by the person.
- To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

DOH/CHS 023 (Rev. 9/2002)

CERTIFIED

APR - 6 2010



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\$79.00

Howard Leibrand
Skagit County Health Department
Howard Leibrand M.D., Health Officer

TT00112839

COMMUNITY PROPERTY AGREEMENT

EXHIBIT "B"

AGREEMENT made this 23rd day of February, 1996, between EARL EUGENE WILMS ("Husband") and BELLE MARIE WILMS a/k/a BILLIE MARIE WILMS ("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 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. If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives her, any separate property of Wife which is owned by Wife at the time of her death (except for assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property 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



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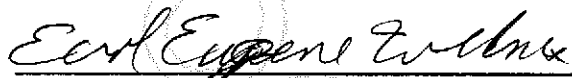
(c) Immediately prior to death, if the order of death cannot be ascertained.

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 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 EARL EUGENE WILMS and BELLE MARIE WILMS have hereunto set their signatures this 23rd day of February, 1996.


EARL EUGENE WILMS Husband


BELLE MARIE WILMS Wife



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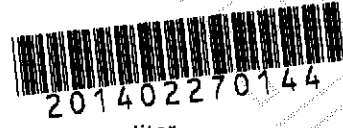
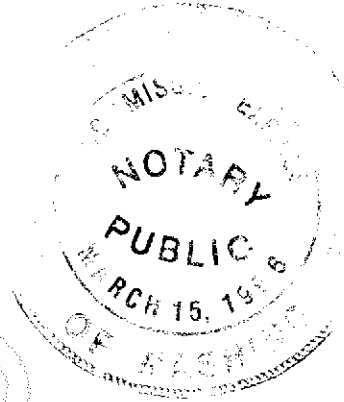
STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me EARL EUGENE WILMS and BELLE MARIE WILMS, 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 23rd day of February, 1996.

Kay L. Negley

Printed name: KAY L. NEGLEY
Notary Public in and for the State of Washington, residing at Mount Vernon.
My appointment expires: 3-15-96



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