



201411260070

Skagit County Auditor \$78.00  
11/26/2014 Page 1 of 7 12:42PM

When Recorded Please Return To:  
LAWRENCE A. PIRKLE  
1220 Memorial Hwy., Suite A  
Mount Vernon, WA 98273  
(360) 336-6587

**DOCUMENT TITLE:** Affidavit in Support of Community Property Agreement

**REFERENCE NUMBER:** 201406030045

**GRANTOR(S):** Rickey L. Jewell

**GRANTEE(S):** Public

**ABBREVIATED LEGAL DESCRIPTION:** Lot 25, Rolling Ridge Estates #1.

**ASSESSOR PARCEL / TAX ID NUMBER:** TPN: 3987-000-025-0002 (P68570)

**AFFIDAVIT IN SUPPORT  
OF  
COMMUNITY PROPERTY AGREEMENT**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

RICKEY L. JEWELL, being first duly sworn, on oath, deposes and says:

1. This Affidavit provides information for the record regarding that certain Community Property Agreement dated the 14th day of October, 2008, executed by RICKEY L. JEWELL and JANET L. JEWELL, husband and wife, (the "Agreement") attached as Exhibit "A" incorporated herein by this reference. The statements set forth in this Affidavit are representations of fact which may be relied upon by all parties dealing with the properties commonly known as 21351 Rolling Ridge Drive, Sedro Woolley, Washington 98284 and more fully described as follows:

**TPN: 3987-000-025-0002 (P68570)**

Lot 25, "PLAT OF ROLLING RIDGE ESTATES NO. 1", as per plat recorded in Volume 9 of Plats, pages 4 and 5, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

In addition, the Promissory Note and Deed of Trust, filed under Skagit County Auditor's No. 201406030045, shall be assigned to RICKEY L. JEWELL.

2. JANET L. JEWELL (the "Decedent") was one of the parties to the Agreement and died on September 20, 2014 in Skagit County, Washington. The Decedent's Death Certificate is attached as Exhibit "B" incorporated herein by this reference.

3. The parties to the Agreement were legally competent at the time of the Agreement and executed no subsequent Wills or agreement which would have the effect of abrogating or nullifying the Agreement.

4. The real property owned by the Decedent and the affiant is legally described above.

5. The Decedent left no separate property.



6. All obligations of the community composed of the Decedent and the affiant owing at the date of the Decedent's death have been paid in full, and all expenses of last illness and for funeral and burial services of the Decedent have been paid.

7. The Decedent was survived by the following persons:

<u>Name and Address</u>	<u>Relationship</u>	<u>Age</u>
RICKEY L. JEWELL PO Box 715 Sedro Woolley, WA 98284	Spouse	Legal
ADAM L. JEWELL 21995 Ratchford Rd. Sedro Woolley, WA 98284	Son	Legal
REBECCA L. JEWELL-OCEPEK PO Box 5306 Eagle, CO 81631	Daughter	Legal
COLLEEN R. JEWELL-SUITER 15241 Sunset Lane Mount Vernon, WA 98273	Daughter	Legal

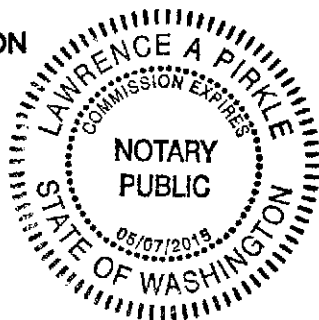
DATED this 24<sup>th</sup> day of November, 2014.

Rickey L Jewell  
RICKEY L. JEWELL

SIGNED AND SWORN to before me this 24<sup>th</sup> day of November, 2014.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20144504  
NOV 26 2014

Amount Paid \$  
Skagit Co. Treasurer  
By: HTB Deputy



LAWRENCE A. PIRKLE

Lawrence A. Pirkle  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Mount Vernon  
My Commission Expires: 5/7/15

Affidavit in Support of  
Community Property Agreement  
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Lawrence A. Pirkle  
Attorney at Law  
(360) 336-6587

## COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 14th day of October, 2008, between RICKEY L. JEWELL and JANET L. JEWELL, Husband and Wife, both of whom are domiciled in the State of Washington. In consideration of their mutual promises set forth below, the parties agree as follows:

A. *Revocation of Prior Agreements.* If before this date the parties have executed a community property agreement or any other agreement other than a Will or trust which is signed by both of them and which specifically provides for the disposition of their community property at the time either or both of them die, then any such agreement is terminated by this Agreement.

B. *Property Covered.* This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife. Any separate property of either, [now owned or hereafter acquired,] shall become and be considered community property upon the death of the party owning said separate property. All such community property is referred to in this Agreement as the "subject property."

C. *Vesting at Death.* On the death of either Husband or Wife, all of the subject property shall vest in the survivor of them.

D. *Disclaimer.* Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimed shall pass under the terms and conditions of any validly executed Will which the decedent may have executed, and in default thereof according to the laws of intestacy as governed by the statutes of the State of Washington then in effect.

E. *Automatic Revocation.* In the absence of other evidence indicating the party's intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon either party's filing a petition, complaint or other pleading for dissolution of their marriage or divorce, or upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to either of them.

F. *Optional Revocation by One Party.* This Agreement may be terminated by either party acting alone by delivery of a written notice of revocation to the other party or the other party's legal representative, and by recording such revocation with the Skagit County, Washington, Recorder's Office where real property transactions in Skagit County, Washington are recorded.

If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective



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ORIGINAL

Lawrence A. Pirkle  
Attorney at Law  
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upon disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if such spouse's regularly attending physician signs a statement declaring that such spouse is unable to manage his or her own affairs; or if such spouse has no regularly attending physician, if such a statement is signed by two qualified physicians who have adequately examined the disabled spouse. An adjudication of incompetence by a court of competent jurisdiction shall also be proof of a spouse's disability for purposes of this paragraph.

G. *Powers of Appointment.* This Agreement shall not affect any power of appointment now held by or hereafter given to either party, nor shall it obligate either of them to exercise any such power of appointment in any way.

H. *Survivorship.* As used herein, the term "survivor survive," or "survivorship" shall mean living for a period of thirty (30) days following the death of the first of the aforementioned parties to die.

Rickey L. Jewell  
RICKEY L. JEWELL

Janet L. Jewell  
JANET L. JEWELL

STATE OF WASHINGTON )  
  )     ss  
COUNTY OF SKAGIT     )

On this day personally appeared before me, RICKEY L. JEWELL and JANET L. JEWELL, to me known to be the individuals described in and who executed the within and foregoing instrument, 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 this 14th day of October, 2008.

**Lawrence A. Pirkle**  
Notary Public, State of Washington  
My Commission Expires 5-07-2011

LAWRENCE A. PIRKLE

Lawrence A. Pirkle  
NOTARY PUBLIC in and for the  
State of Washington  
Residing at Mount Vernon  
My Commission Expires: 5/7/11



STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2014-021619

DATE ISSUED: 09/26/2014

FEE NUMBER: 000000029

GIVEN NAMES: JANET LYNN  
LAST NAME: JEWELL

COUNTY OF DEATH: SKAGIT  
DATE OF DEATH: SEPTEMBER 20, 2014  
HOUR OF DEATH: 12:50 P.M.  
SEX: FEMALE  
AGE: 61 YEARS

SOCIAL SECURITY NUMBER: 536-56-5535

HISPANIC ORIGIN: NO, NOT HISPANIC  
RACE: WHITE

BIRTHDATE: OCTOBER 23, 1952  
BIRTHPLACE: ROCKFORD, ILLINOIS

MARITAL STATUS: MARRIED  
SPOUSE: RICKEY LEO JEWELL

OCCUPATION: HOMEMAKER  
INDUSTRY: FAMILY HOME  
EDUCATION: SOME COLLEGE CREDIT, BUT NO DEGREE  
US ARMED FORCES? NO

INFORMANT: RICKEY LEO JEWELL  
RELATIONSHIP: HUSBAND  
ADDRESS: 21351 ROLLING RIDGE DRIVE, SEORO-WOOLLEY, WA 98284

PLACE OF DEATH: HOME  
FACILITY OR ADDRESS: 21351 ROLLING RIDGE DRIVE  
CITY, STATE, ZIP: SEORO WOOLLEY, WASHINGTON 98284

RESIDENCE STREET: 21351 ROLLING RIDGE DRIVE  
CITY, STATE, ZIP: SEORO WOOLLEY, WASHINGTON 98284  
INSIDE CITY LIMITS? NO  
COUNTY: SKAGIT  
TRIBAL RESERVATION: NOT APPLICABLE  
LENGTH OF TIME AT RESIDENCE: 3 YEARS

FATHER: ROBERT CARLSON  
MOTHER: CORA JANE GATCHET

METHOD OF DISPOSITION: BURIAL  
PLACE OF DISPOSITION: HAWTHORNE MEMORIAL PARK  
CITY, STATE: MOUNT VERNON, WA  
DISPOSITION DATE: SEPTEMBER 27, 2014

FUNERAL FACILITY: HULBUSH FUNERAL HOME AND CREMATION SERVICES  
ADDRESS: 281 S BURLINGTON BLVD  
CITY, STATE, ZIP: BURLINGTON WA 98233  
FUNERAL DIRECTOR: PAUL L. GIBSON

CAUSE OF DEATH:  
A. METASTATIC LUNG CANCER  
INTERVAL: 4 MONTHS

B. INTERVAL:

C. INTERVAL:

D. INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:

DATE OF INJURY:  
HOUR OF INJURY:  
INJURY AT WORK?  
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:  
COUNTY:  
DESCRIBE HOW INJURY OCCURRED:

STATUS OF DECEDENT, IF A TRANSPORTATION INJURY:  
NOT APPLICABLE

ITEM(S) AMENDED: NONE

NUMBER(S): NONE  
DATE(S): NONE

♀



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MANNER OF DEATH: NATURAL  
AUTOPSY: NO  
AVAILABLE TO COMPLETE THE CAUSE OF DEATH? NOT APPLICABLE  
DID TOBACCO USE CONTRIBUTE TO DEATH? NO  
PREGNANCY STATUS, IF FEMALE: NOT APPLICABLE

CERTIFIER NAME: BRUCE C. MATHEY, MD  
TITLE: PHYSICIAN  
CERTIFIER  
ADDRESS: 2000 HOSPITAL DRIVE  
CITY, STATE, ZIP: SEORO WOOLLEY WA 98284  
DATE SIGNED: SEPTEMBER 24, 2014



CASE REFERRED TO ME/CORONER: NO  
FILE NUMBER: NJA 584  
ATTENDING PHYSICIAN:  
NOT APPLICABLE

LOCAL DEPUTY REGISTRAR:  
MEL PEDROSA  
DATE RECEIVED: SEPTEMBER 25, 2014

DOH 01-003 (1/14)

UNOFFICIAL DOCUMENT

Skagit County Health Statistics  
 11/26/2014  
 78000 WA 98001-7014  
 360 8290  
 Health Officer

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County: \_\_\_\_\_  
 District: \_\_\_\_\_

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Case Number: \_\_\_\_\_  
 Contract: \_\_\_\_\_

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Sex: \_\_\_\_\_  
 Race: \_\_\_\_\_  
 Ethnicity: \_\_\_\_\_

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Insurance: \_\_\_\_\_  
 Show the name \_\_\_\_\_

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Birth date: \_\_\_\_\_  
 Documentary proof \_\_\_\_\_

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Place of birth: \_\_\_\_\_  
 Documentary \_\_\_\_\_

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Birth not previously listed within five \_\_\_\_\_

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Medical history: \_\_\_\_\_  
 Spouse or partner: \_\_\_\_\_  
 Other: \_\_\_\_\_

---

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**\*CERTIFIED\***

SEP 26 2014

*Howard Leibrand*

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

AA00223341

