

Skagit County Auditor 2/25/2015 Page

1 of

\$77.00

6 2:08PM

Recorded by and return to:

Stiles & Stiles, Inc., P.S. P.O. Box 228 Sedro-Woolley, WA 98284

PTN GOV LT 9 AKA TR B S/P 86-79 AF #7911200002 INC M/H Legal:

06910552GAB OAKMANOR 94 48x28

Tax Parcel # 350621-0-018-0206

P41768

Legal: Lot 14 "Plat of Wilderness Village Division No.1"

Tax Parcel # 4208-000-014-0006

P78197

AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON) ss. COUNTY OF SKAGIT

Ann R. George, being first duly sworn, deposes and says:

- 1. That affiant is the surviving spouse of William E. George, who died at Mount Vernon, County of Skagit, State of Washington, on October 25, 2014, having provided for the disposition of all community property as between affiant and said deceased spouse under a Community Property Agreement dated March 27, 2002, which agreement has been recorded simultaneously with this affidavit and a copy of the decedent's death certificate under the records of the Auditor for Skagit County, Washington,
- 2. That there are no unpaid creditors of said decedent or the former marital community nor unpaid funeral expense or expense of last illness, except for:

None

That the value of the community estate as of the date of death, including all real and personal property, was over \$10,000.00, and the value of all separate property of said decedent was \$0.00 as of the date of his death. Among other items of community property was the following described real estate:

Address:

32905 Berry Lane, Sedro Woolley, WA 98284

Parcel ID:

P41768

Xref ID:

350621-0-018-0206

Address:

Wilderness Village Lot 14

Parcel ID:

P78197

Xref ID:

4208-000-014-0006

4. This affidavit is made to induce any title company to issue its policies of title insurance on real property passing to the affiant as surviving spouse by virtue of said community property survivorship agreement in reliance upon the representations hereinabove set forth.

Zel ness

State of Washington County of Skagit

) SS.

On this day personally appeared before me Ann R. George, who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on

NOTARY PUBLIC in and for the State of Washington residing at

Commission

COMMUNITY PROPERTY AGREEMENT

THIS IS AN AGREEMENT dated this 27th day of March, 2002, between WILLIAM E. GEORGE ("Husband") and ANN R. GEORGE, ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife for the fixing of the status and disposition of community property to take effect upon the death of either.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. **Property Covered** This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife and to all separate property now owned or hereafter acquired by either Husband or Wife, which shall be considered and is declared to be the community property of the parties (except for property for which a separate property 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. Vesting at Death of a Spouse. If one spouse dies and the other spouse survives by ten (10) 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. **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 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.
- 4. Property Held in Joint Tenancy. Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and such property shall be community property and ownership and title shall vest as provided in Section 2 above.
- 5. **Automatic Revocation**. 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. Immediately prior to death if neither party survives the other by ten (10) days.
- 6. 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
- 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WILLIAM E. GEORGE

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that WILLIAM E. GEORGE and ANN R. GEORGE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

IVEN ANDER MY HAND AND OFFICIAL SEAL this 27th day of March, 2002.

NOTARY

PUBLIC

2-1-2005

Printed Name

NOTARY PUBLIC in and for the State of Washington

My Commission Expires 2-(-2005)

COMMUNITY PROPERTY AGREEMENT - 2 CJD\george\cpa

CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2014-024278

OATE 1880ED: 11/13/2014

FEE NUMBER: 0000000029

GIVEN NAMES: WILLIAM ENGENE LAST NAME: GEORGE

COUNTY OF DEATH: SKAGIT DATE OF DEATH: OCTOBER 25,2014

SEX: MALE

AGE: 87 YFARS

SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO. NOT HISPANIC

RACE: WHITE

BIRTHDATE:

BIRTHPLACE: ST. LOUIS, MISSOURI

MARITAL STATUS: MARRIED

SPOUSE: ANN R AITKEN

OCCUPATION: FIREMAN.

INDUSTRY: CIVIL SERVICE

EDUCATION: SOME COLLEGE CREDIT, BUT NO DEGREE

US ARMED FORCES? YES

INFORMANT: ANN GEORGE

RELATIONSHIP: WIFE

ADDRESS: 32905 BERRY LANE, SEDRO-WOOLLEY, WA 98284

CAUSE OF DEATHS

A. SEPTIC SHOCK

INTERVAL: DAYS B. CLOSTRIDIUM DIFFICILE COLITIS

INTERVAL: DAYS

C. ADVANCED PANCREATIC CANCER

INTERVAL: YEARS

INTERVALE

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 DECEMENT, IF A TRANSPORTATION INJURY: NOT APPLICABLE

ITEM(S) AMENDED: NONE

NUMBER(S): NONE

DATE(S) NONE

PLACE OF DEATH: HOSPITAL FACILITY OR ADDRESS: SKAGIT VALLEY HOSPITAL CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274

RESIDENCE STREET: 32905 BERRY LANE

CITY, STATE, ZIP: SEDRO WOOLLEY, WASHINGTON 98284

INSIDE CITY LIMITS! NO

COUNTY: SKAGIT

TRIBAL RESERVATION: NOT APPLICABLE LENGTH OF TIME AT RESIDENCE: 21 YEARS

FATHER: PERRY F GEORGE

MOTHER: JEANNE D

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: MOUNT VERNON CREMATORY

CITY, STATE: MOUNT VERNON, WA DISPOSITION DATE: OCTOBER 27,2014

FUNERAL FACILITY: LEMLEY CHAPEL

ADDRESS: 1008 THIRD ST

CITY, STATE, ZIP: SEDRO WOOLLEY WA 98284

FUNERAL DIRECTOR: TOBI G. STIDMAN

MANNER OF DEATH: NATURAL

AUTOPSV: NO

AVAILABLE TO COMPLETE THE GAUSS OF BEATH? NOT APPLICABLE

DID TOBACCO USE CONTRIBUTE TO DEATH NO PREGNANCY STATUS, IF FEMALE: NOT APPLICABLE

CERTIFIER NAME: MALIK FUIMAONO, MD

TITLE: PHYSICIAN

CERTIFIER

ADDRESS: 1400 E. KINCAID STREET

CITY, STATE, ZIP: MOUNT VERNON WA 98274

DATE SIGNED: OCTOBER 27,2014

CASE REFERRED TO ME/CORONER NO FILE NUMBER: NJA 663 ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: MEL PEDROSA

DATE RECEIVED P OCTOBER 27,2014



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