

Skagit County Auditor 5/31/2017 Page \$79.00

1 of 7 3:16PM

#### After recording please return to:

Mrs. Alice O. Clifford 4206 Glasgow Way Anacortes, WA 98221

### RECORDING COVER PAGE

DOCUMENT TITLE: AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: 9409020088

GRANTORS: EDWIN J. CLIFFORD and ALICE O. CLIFFORD

**GRANTEES: THE PUBLIC** 

PARCEL NO.: P105818

ABBR. LEGAL DESCRIPTION: LOT 192, "CLEARIDGE DIVISION II", as per plat recorded in Volume 13 of Plats, pages 57 through 69, inclusive, records of Skagit County, Washington.

REAL ESTATE EXCISE TAX 20 /7 2392 MAY 3 1 2017

> Amount Paid \$ 8 Nkagit Co. Treasurer thy Mun Beauty

# AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT OF EDWIN J. CLIFFORD and ALICE O. CLIFFORD

State of Washington ) ss.  County of Skagit  Alice O. Clifford, being first duly sworn, deposes and says:  1. I am the surviving spouse of Edwin J. Clifford, who died on February 10, 2017.  2. Edwin J. Clifford and L. as husband and wife, executed a Community Property Agreement on February 28, 2012, which provided for the disposition of all community property as between ourselves. The original Community Property Agreement is attached to this Affidavit and will be recorded with the Skagit County Auditor's Office.  3. The Community Property Agreement was validly executed, and was in full force and effect on the date of Edwin J. Clifford's death.  4. By virtue of the Community Property Agreement, all property owned by Edwin J. Clifford passed to me as sole owner.  5. There are no unpaid creditors of Edwin J. Clifford, nor unpaid funeral expenses or expenses of last illness. No state or federal estate tax is due on his estate.  6. This Affidavit is made to induce a title company to issue its policies of title insurance on real property passing to the surviving spouse, and to induce financial institutions to transfer funds or securities, by virtue of said community property agreement, and in reliance upon the representations set forth above.  Clifford  Alice O. Clifford  Subscribed and sworn to before me this 30 day of May, 2017 by Alice Q. Clifford.	
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Notary Public in and for the State	Notary Public in and for the State
State of Washington My Appointment Expires Jan 30, 2021 of Washington, residing at	State of Washington

My Commission Expires: /- 30 - 2021

#### **Community Property Agreement**

THIS AGREEMENT is made February 2012, at La Conner, Washington, between Edwin J. Clifford ("Husband") and Alice O. Clifford ("Wife"), husband and wife, both of whom are domiciled in the state of Washington, pursuant to Section 26.16.120 of the Revised Code of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

- 1. Status of Property. All property (including, but not limited to, property owned at the time of their marriage, property received up to the date of this Agreement by gift, bequest, legacy, devise or inheritance, or proceeds, income, rents, issues, profits, gains and appreciation from such property) of every kind, whether titled in the name of Husband, or Wife, or both spouses, wherever situated, now owned by Husband and Wife, or by either of them, or hereafter acquired during the existence of the marital community, is and shall be considered community property.
- 2. <u>Disposition of Community Property at Death</u>. 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. Exception to Agreement. Either spouse may, with the written agreement of the other spouse, reserve separate property and dispose of it outside of this Agreement by making a separate beneficiary designation for a particular asset, such as an IRA, life insurance policy, or annuity, but not by Will. This exception shall apply only to such designations made after the date of this Agreement.
- 4. <u>Disclaimer</u>. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with references to specific parts, shares or assets thereof. Any interest so 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 other disposition.
- 5. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement or other arrangement previously made by the parties affecting the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.
- 6. Optional Revocation By One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2. 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 purpose of this paragraph, a spouse shall be deemed disabled if two licensed physicians state in writing that the spouse is unable to manage his or her own affairs.

- 7. <u>Termination</u>. This Agreement shall terminate under any of the following circumstances:
- (i) The mutual agreement of the parties in writing.
- (ii) The provisions of Paragraph 2 shall be deemed mutually terminated upon the earlier to occur of (a) the termination of the marital community, or (b) the filing by either party of a petition for dissolution of their marriage, for divorce or for the annulment of their marriage (the Termination). Following such Termination, property thereafter acquired by Husband or Wife shall be the acquiring spouse's separate property, and the income, rents, issues, profits, gains and appreciation attributable to property which was their community property shall be their respective separate property in equal shares. Any property which was community property at the Termination shall not cease to be such merely by reason of the Termination.
- (iii) Immediately prior to death if neither party survives the other by ten (10) days.
- 8. <u>Independent Counsel</u>: Husband and Wife each recognize that he or she has a right to be represented by independent counsel in arriving at this Agreement. Each of them hereby waives said right and states that he or she has had an adequate, fair and full disclosure of all assets now owned and the value of each involved in this Agreement.

Edwin J. Clifford
Husband

| Clifford | Alice O. Clifford | Wife | Wife | Part | Part

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#### Acknowledgement of Advice as to Retention of Separate Counsel

We have both been advised that the foregoing document may have a significant effect on how our property is owned and who may receive assets at our deaths. We have been advised by our attorney, Felicia Value, to obtain separate counsel to review our respective rights and the effects of this Agreement and all matters incident to it. We each decline to obtain such separate counsel, and acknowledge that we nevertheless enter into this Agreement freely and voluntarily.

Edwin J. Clifford

Husband

Alice O. Clifford

Wife

STATE OF WASHINGTON.)

County of Skagit

I certify that I know or have satisfactory evidence that Edwin J. Clifford and Alice O. Clifford are the persons who appeared before me, and said persons each acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated February 28, 2012

Notary Public in and for the State

of Washington, residing at

My Commission Expires: //

## STATE OF WASHINGTON <u>Debartment of Health</u>





DATE ISSUED: 02/22/2017 FEE NUMBER:

CERTIFICATE NUMBER: 2017-007403

FIRST AND MIDDLE NAME(S): EDWIN JOSEPH

LAST NAME(S): CLIFFORD

COUNTY OF DEATH: SKAGIT

DATE OF DEATH: FEBRUARY 10, 2017

HOUR OF DEATH: 08:55 PM ...

SEX: MALE

AGE: 89 YEARS

SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE:

BIRTHPLACE: MANHATTAN, NEW YORK

MARITAL STATUS: MARRIED SPOUSE: ALICE OICHOO LOW

OCCUPATION: CONTRACTOR

INDUSTRY: ELECTRONIC ENGINEERING

EDUCATION: ASSOCIATE DEGREE

US ARMED FORCES: YES

INFORMANT: ALICE CLIFFORD

RELATIONSHIP: WIFE

ADDRESS: 4206 GLASGOW WAY, ANACORTES, WA 98221

CAUSE OF DEATH:

A: B-CELL LYMPHOMA

INTERVAL: 1 WEEK

8:

INTERVAL:

C

INTERVAL

D

INTERVAL

OTHER CONDITIONS CONTRIBUTING TO DEATH: RECENT INFLUENZA,

DATE OF INJURY:

HOUR OF INJURY:

INJURY AT WORK:

PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:

COUNTY:

DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOME

FACILITY OR ADDRESS: 4206 GLASGOW WAY

CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221

RESIDENCE STREET: 4206 GLASGOW WAY

CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221 COUNTY: SKAGIT INSIDE CITY LIMITS: YES

TRIBAL RESERVATION: NOT APPLICABLE

LENGTH OF TIME AT RESIDENCE: 22 YEARS

FATHER/PARENT: EDWARD CLIFFORD

MOTHER/PARENT: MARIE

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: NORTHWEST CREMATORY

CITY, STATE: ANACORTES, WASHINGTON

DISPOSITION DATE: FEBRUARY 25, 2017

FUNERAL FACILITY: EVANS FUNERAL CHAPEL

ADDRESS: 1105 - 32ND STREET

CITY, STATE ZIP: ANACORTES, WASHINGTON 98221

FUNERAL DIRECTOR: JOSEPH J. WAHAM

MANNER OF DEATH: NATURAL

AUTOPSY: NO

WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE

CAUSE OF DEATH: NOT APPLICABLE:

DID TOBACCO USE CONTRIBUTE TO DEATH. NO

PREGNANCY STATUS IF FEMALE: NOT APPLICABLE

CERTIFIER NAME: ANITA M. MEYER, MO.

TITLE: PHYSICIAN

CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A

CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98273

DATE SIGNED: FEBRUARY 13. 2017

CASE REFERRED TO ME/CORONER: NO

FILE NUMBER: NOT APPLICABLE

ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: CHERYL PETERSON

DATE RECEIVED: FEBRUARY 15, 2017



#### Affidadi far Carcatian

Mail to Center for Health Statistics

Annavi voncon						P.O. Box 47814				
A	<b>W</b> Health	This is a legal docum	his is a legal document. Complete in ink and do not alter.							
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rázení (volument k	Required information must match current information on record									
nU O	Record Type: / / DE	Birth Death	Marria	je	Dissolution (	Divorce)				
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	4. Father/Parent Fur Logal Nam	(Spouse A for Mamage or Dissolution). 6. Mother/Parent Full Birth Name. (Spouse 8 for Marriage or Dissolution)								
Alono	6. Name of Person Reduceside		Relationship to Person on Record	□ Sed □ Parent(s)	☐ Guardian ☐ Funeral Director	☐ Informant ☐ Hospital ☐ Other (specify)				
7. Re	etum Mailing Address.									
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12.			JAN 13							
14			J. 5							
	I declare under pen	alty of perjury under the	HeWs of the State	of Washing	gton that the forgo	oling is true and correct				
16a.	Signature:			ignature of 2"	<sup>1</sup> parent (if required):					
Print	ed name	Date		diname			٠			
		INSTRUCTION	849492		e miormation					
Reau	Driver's a Driver's a Driver's because the documentary proof most be	ficense, Social Security car esoborited with the afficavit								
6	Birth/Marriage/Divorce record	<ul> <li>Military record (OD-214</li> </ul>	) School	(กุษศัรระการ	<ul> <li>Social Sect</li> </ul>	urity Numident Report				
·	Certificate of Naturalization  1 Certificates	<ul> <li>Hospital/medical record</li> </ul>			* Greenren	manent Resident card (I-551)				
1.	Only a parent(s), legal guardian					certificate the proof must show the name to be				
3	Documentary proof must be five	or more years old or establi		1 1						
	<u>under 18</u> If legal guardian(s), include cert	Hart comme		(18) yga(s. or o	oker! wichange his or her l	en landen var en energiele le la varie dans				
	Up to age one, last name can be on conflictory from the can be	e changed once to either par	entsi name 💮 * 🕑			onin cennicare three pieces of documentary proof are				

- After age one, a court order is required to change the last name.
- No proof is required to change the "first or middle name"
- To correct parent's information, one documentary proof is required.
- To correct the sex of the child, one documentary proof from a medical provider is required.
- If the first, middle and/or last hame is misspelled, or date of birth is incorrect, two pieces of decementary proof are required.
- To correct parely subrith date, place of birth, or name, one documentary proof is required

To change any part of the name of a chart signatures from both parents listed on the certificate are required. If one parents deceased submit a death certificate with request This affidavit cannot be used to add a father to a birth certificate (use paternity actiniowledgingent (grim DOH 422-032)

#### Death Certificates

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) they change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the configure (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). The informant may change marital status with proof. Marital status requires a certified copy of a court order if someone other than the informant is requesting the change
- The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examined

Marriage/Dissolution (Divorce) Certificates

Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one procedular proof To change the date or place of marnage or dissolution, the officiant (marnage) or clork of court (dissolution) must complete and subtail the affidavit.

\*CERTIFIED\*

FEB 2 2 2017

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

