



201710230196

Skagit County Auditor
10/23/2017 Page

1 of 8 4:07PM
\$115.00

JONES BUTLER DOLAN, PS
P.O. Box 2784
Mount Vernon, WA 98273
360-336-2939

**CERTIFICATE OF DEATH
OF DECEASED SPOUSE
AND
COMMUNITY PROPERTY AFFIDAVIT
OF SURVIVING SPOUSE**

Document Title: Certificate of Death of Deceased Spouse
Community Property Affidavit of Surviving Spouse

Grantor: Gerda M. Herbaugh

Grantee: Lyle E. Herbaugh

Assessor Parcel No: P67207, P67208

Abbreviated Legal: LINDA VISTA ADD LOT 7
LINDA VISTA ADD LOT 6

Reference Number: 9507120044, 9601310159

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

Lyle E. Herbaugh, being first duly sworn, on oath deposes and says:

1. Surviving Spouse

I am a resident of Skagit County, Washington, and I am the surviving spouse of Gerda M. Herbaugh, deceased, who died on June 1, 2017, in Skagit County, Washington. A certified copy of Gerda M. Herbaugh's Certificate of Death is attached herewith as Exhibit A.

2. Community Property Agreement

On September 13, 2001, Decedent and I, as husband and wife, validly executed a written Community Property Survivorship Agreement, which has remained valid and in full force since its execution, pursuant to RCW 26.16.120. The Community Property Survivorship Agreement is attached herewith as Exhibit B.

3. Purpose of this Affidavit

The statements set forth in this affidavit are representations of facts that may be relied upon by all parties dealing with the real property located in Skagit County, Washington, more fully described below, as well as any other assets owned by Gerda M. Herbaugh at the time of her death.

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

and

Lot 6, "LINDA VISTA ADDITION", according to the plat thereof recorded in Volume 7 of Plats, page 74, records of Skagit County, Washington.

Both subject to: paragraphs A-C of Schedule "B-1" of First American Title Company's preliminary commitment for Title Insurance No. 46180.

4. Real Property

Decedent and undersigned acquired the real properties described herein by Statutory Warranty Deed dated July 10, 1995, and recorded pursuant to Skagit County Auditor's Number 9507120044, and Statutory Warranty Deed, dated January 29, 1996, and recorded pursuant to Skagit County Auditor's Number 9601310159.

5. Community Property Subject to the Agreement

All of the community property is subject to the Community Property Survivorship Agreement described herein, the disposition of all such property is controlled by the Agreement, and all of the community property passed to Lyle E. Herbaugh upon Decedent's death.

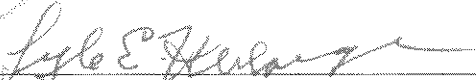
6. Probate

No proceedings have occurred or are anticipated to have a Will of Decedent admitted to probate, to have a Personal Representative appointed for Decedent, or to set aside, cancel, or revoke the Community Property Survivorship Agreement.

7. Decedent's Debts, Expenses, Taxes

All debts and expenses of Decedent, and any liabilities or obligations of the marital community have been paid in full, and no estate taxes are due.

Signed in Mount Vernon, Washington, this 23 day of October, 2017.

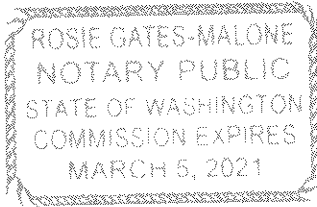


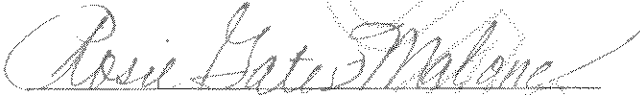
 LYLE E. HERBAUGH

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Lyle E. Herbaugh is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 23 day of October, 2017.





 ROSIE GATES-MALONE
 Notary Public
 In and for the State of Washington
 My appointment expires: 03-05-2021

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2017-024885

DATE ISSUED: 06/05/2017
FEE NUMBER:

FIRST AND MIDDLE NAME(S): GERDA M
LAST NAME(S): HERBAUGH

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: JUNE 01, 2017
HOUR OF DEATH: 04:15 AM
SEX: FEMALE AGE: 78 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]

PLACE OF DEATH: HOME
FACILITY OR ADDRESS: 17850 PAMELA ST
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITE

RESIDENCE STREET: 17850 PAMELA ST
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274
INSIDE CITY LIMITS: NO COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 22 YEARS

BIRTH DATE: [REDACTED]
BIRTHPLACE: WIESBADEN GERMANY

FATHER/PARENT: LUDWIG BOUCHER
MOTHER/PARENT: ELISABETH [REDACTED]

MARITAL STATUS: MARRIED
SPOUSE: LYLE HERBAUGH

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: HAWTHORNE MEMORIAL PARK CREMATORY

OCCUPATION: TRANSLATOR
INDUSTRY: GOVERNMENT
EDUCATION: SOME COLLEGE CREDIT, BUT NO DEGREE
US ARMED FORCES: NO

CITY, STATE: MOUNT VERNON, WASHINGTON
DISPOSITION DATE: JUNE 06, 2017

INFORMANT: LYLE HERBAUGH
RELATIONSHIP: HUSBAND
ADDRESS: 17850 PAMELA ST MOUNT VERNON, WA 98274

FUNERAL FACILITY: HAWTHORNE FUNERAL HOME

CAUSE OF DEATH:
A: ACUTE MYELOID LEUKEMIA
INTERVAL: MONTHS
B: MYELODYSPLASTIC SYNDROME
INTERVAL: YEARS
C:
INTERVAL:
D:
INTERVAL:

ADDRESS: PO BOX 398
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98273
FUNERAL DIRECTOR: ADAM J. CRENN

OTHER CONDITIONS CONTRIBUTING TO DEATH:

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: NO RESPONSE

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

CERTIFIER NAME: ANITA M. MEYER, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A
CITY, STATE, ZIP: MOUNT VERNON, WA 98273
DATE SIGNED: JUNE 05, 2017

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

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

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: CHERYL PETERSON
DATE RECEIVED: JUNE 05, 2017



Affidavit for Correction

Mail to: Center for Health Statistics
P.O. Box 47814
Olympia, WA 98504-7814
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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Required information must match current information on record

Required	Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)			
	1 Name on Record	2 Date of Event:	3 Place of Event:	
	4 Father/Parent Full Legal Name (Spouse A for Marriage or Dissolution)		5 Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution)	
	6 Name of Person Requesting Correction		Relationship to Person on Record: <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify):	
7 Return Mailing Address				
Telephone Number		Email Address		

Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

8 The record now shows:	9 The true fact is:
10	11
12	13
14	15

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

16a Signature	16b Signature of 2 nd parent (if required).		
Printed name	Date	Printed name	Date

INSTRUCTIONS - go to www.doh.wa.gov for more information

Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

Birth Certificates

- Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate.
- The proof(s) must match the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.
- Documentary proof must be five or more years old or established within five years of birth.

Child under 18

- If legal guardian(s), include certified court order proving guardianship
- Up to age one, last name can be changed once to either parent's name on certificate (can be any combination of the first, middle or last names)*
- 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

Adult (18 years or older)

- Only the adult can change his or her birth certificate
- If the first or middle name is missing, three pieces of documentary proof are required
- If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required
- To correct parent's birth date, place of birth, or name, one documentary proof is required

*To change any part of the name of a child, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request

This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)

Death Certificates

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (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 examiner.

Marriage/Dissolution (Divorce) Certificates

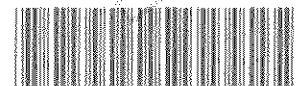
- Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.
- To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.

DOH 422-034 October 2015

CERTIFIED

JUN 05 2017

Sheryl L. Lewis, Health Department
Howe's Landing M.D., Health Officer



0 1 4 4 0 8 1 4

COMMUNITY PROPERTY AGREEMENT

Agreement made this 13th day of September, 2001, between LYLE EUGENE HERBAUGH ("Husband") and GERDA MAGDALENA HERBAUGH ("Wife"), 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 assets 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. 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 a 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 section 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 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 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 section 2 above 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 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 the provisions of any community property agreement, Will or other arrangement previously made by 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 said Lyle Eugene Herbaugh and Gerda Magdalena Herbaugh have hereunto set their signatures this 13 day of SEPTEMBER, 2001.

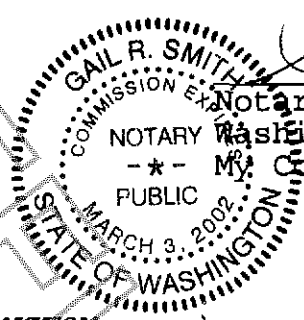
Lyle E. Herbaugh
LYLE EUGENE HERBAUGH

Gerda M. Herbaugh
GERDA MAGDALENA HERBAUGH

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me Lyle Eugene Herbaugh, known to be the individual described in and who executed the foregoing instrument, and acknowledged to me 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 this 13 day of Sept, 2001.



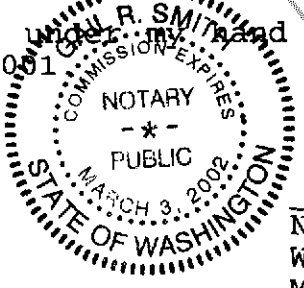
G.R.S.

Notary Public for the State of
Washington, residing at Low
My Commission Expires 3/3/02

STATE OF WASHINGTON)
)
) ss.
COUNTY OF SKAGIT

On this day personally appeared before me Gerda Magdalena Herbaugh, known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of Sept, 2001.



G.R.S.

Notary Public for the State of
Washington, residing at Low
My Commission Expires 3/3/02