

When recorded return to:



201906130059

06/13/2019 01:45 PM Pages: 1 of 16 Fees: \$114.00
Skagit County Auditor

QUIT CLAIM DEED

THE GRANTOR(S) *Successor*
Bates Family Trust - *Trustee Karen Koflleson*

for and in consideration of
Transfer of property - *change of identity*

in hand paid, conveys and quit claims to

Carol Bates - *widow*

the following described real estate, situated in the County of Skagit, State of Washington

together with all after acquired title of the grantor(s) herein:

Tract "1" of Short Plat No. 103-78, approved July 6, 1979 and recorded July 10, 1979 as Auditor's file No. 7907100001 in Book 3 of Short Plats page 137, records of Skagit County, Washington being a portion of Government Lot 1 Section 18, Township 35 North, Range 7 East. W.M.

Lots 7 and 8, Block 9, "Supplemental Plat of Cumberland Addition to Hamilton Wash. ", according to the plat recorded in volume 2 of plats, page 96, records of Skagit County Washington.

Lots 9 and 10, Block 9, "Supplemental Plat of Cumberland Addition to Hamilton Wash.", according to the plat recorded in volume 2 of plats, page 96, records of Skagit County, Washington.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019 2304
JUN 13 2019

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s):
350718-0-001-0209 P42941
4118-009-008-0004 P73886
4118-009-010-0000 P73887

Amount Paid \$ *0*
Skagit Co. Treasurer
By *ham* Deputy

Dated:

Karen Kay Allison, successor Trustee
Karen Kay Allison

STATE OF _____
COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____
(is/are) the person(s) who appeared
before me, and said person(s) acknowledged that _____ signed this instrument and acknowledged it to be
free and voluntary act for the uses and purposes mentioned in this instrument..

Dated:

Notary name printed or typed:
Notary Public in and for the State of
Residing at
My appointment expires:

See Attached

Notary Form

State of: WASHINGTON

County of: SKAGIT

On 6/13/19, before me, Lisa Joline Cure
(notary)

Personally appeared, Karen Kay Allison
(signers)

Personally known to me

OR

Proved to me on the basis of satisfactory evidence to be Karen Kay Allison the person(s) whose name(s) is subscribed to the within instrument and has hereby acknowledged to me that she has executed the same in her and is authorized as successor trustee of the Bales Family Trust, and that by her signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal



Lisa Joline Cure
Notary Signature

Lisa Joline Cure
Print Name

THE BATES FAMILY TRUST
(Married A-B Living Trust)

CREATION OF THE TRUST

This revocable Living Trust is formed to hold title to real and personal property for the benefit of the creators of this Trust and to provide for the orderly use and/or transfer of such assets during the existence of this Trust and upon the demise of the creators of this Trust.

Name of Trust

This Trust shall be known as:

"The Bates Family Trust, dated November 27, 2000, James A. Bates and Carol Bernice Bates, Trustors and/or Trustees."

Notice of Arbitration

The Trustors and Trustees of this Trust have agreed that alternative dispute resolution should be utilized to preserve the total Trust Estate from the expenses of legal fees and litigation. For that reason, THIS TRUST IS SUBJECT TO ARBITRATION. The Trustee shall submit all disputes to arbitration as provided in this Trust and arbitration awards shall be fully enforceable under the terms of state law and common law to the extent they are not inconsistent.

Parties to the Trust

This Trust is entered into by and between James A. Bates and Carol Bernice Bates of the County of Skagit, State of Washington, hereinafter called "Settlers" or "Trustors" or separately, "Husband" or "Wife," and James A. Bates and Carol Bernice Bates of the County of Skagit, State of Washington, hereinafter called "Trustees" or "Trustee," and "Beneficiaries" or "Beneficiary" while living.

Heirs at Law

The children who are named as Primary Beneficiaries are as follows: James A. Bates' and Carol Bernice Bates' children are Timothy A. Bates, Karen Kay Allison, Marilyn R. Singleton, and Nicholis L. Bates.

TRUST PROPERTY

The Trustors intend this Trust to be the recipient of all their assets, including without limitation assets whether commonly owned, jointly owned, marital, deferred marital, community, quasi-community or separate. The Trustors intend this Trust to be the named beneficiary of all interests of which either or both Trustors are, or may become, Beneficiaries.

Property Transferred to the Trust

Property held by the Trustees of this Trust, which is held in trust for the benefit of the beneficiaries subject to the provisions of this Trust Agreement, is and shall be property owned by the Trust.

The Trustors have paid over, assigned, granted, conveyed, transferred and delivered, and by this Trust Agreement do hereby pay over, assign, grant, convey, transfer and deliver unto the Trustees their property and may cause the Trustees to be designated as beneficiary of life insurance policies for and in behalf of the Trust and its beneficiaries. These insurance policies, and any other insurance policies that may be delivered to the Trustees hereunder or under which the Trustees may be designated as beneficiary, the proceeds of all such policies being payable to the Trustees, and any other property that may be received or which has been received by the Trustees hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustees as hereinafter set forth.

All property transferred to this Trust shall retain its character, joint, community, separate, or otherwise, subject to the terms of this Trust Agreement.

Commonly Owned Property

Property transferred to the Trustees by the Trustors which is commonly owned by the Trustors shall remain their commonly owned property, and treated in accordance with the laws of the State in which they reside or the situs of the property, whichever controls. This property, as invested and reinvested, together with the rents, issues and profits therefrom (hereinafter referred to as "commonly owned property") shall retain its character as commonly owned property during the joint lifetimes of the Trustors.

SUCCESSOR TRUSTEE

Upon the death, resignation, disappearance or incompetence of a Trustee, the next acting Trustee will immediately assume the duties of Trustee and manage the Trust according to its terms.

Surviving Trustee

In the event of the death, resignation, disappearance, or incompetency of an original Trustee, or if for any reason any ceases, or is unable, to serve as Trustee hereunder, the Trustors nominate and appoint the remaining original Trustee to continue to serve as Trustee hereunder without the approval of any court.

So long as the Surviving Trustor has not ceased to serve as Trustee, the Surviving Trustor shall continue to serve as Trustee over all assets held, managed and distributed according to the terms of this Trust Agreement with respect to Trust A.

First Successor Trustee

In the event of the death, resignation, disappearance, or incompetency of the remaining or surviving original Trustee who is a Trustor, or if for any reason such person ceases, or is unable, to serve as Trustee hereunder, the Trustors nominate and appoint Timothy A. Bates and Karen Kay Allison to serve as Successor Trustees hereunder without court approval.

When more than one person is named with others to serve as Successor Trustees together and one of the named persons is unable or unwilling for any reason to serve or to continue to serve, and no additional persons are named herein to take the place of such Trustee who is unable or unwilling for any reason to serve or to continue to serve, the Trustors direct that the remaining named Successor Trustee(s) shall continue to serve as Trustees (or if only one remains, Trustee) without court approval.

Second Successor Trustee

In the event of the death, resignation, disappearance, or incompetency of any of the above named Successor Trustee(s), or if for any reason such named Successor Trustee(s) cease(s), or is

Agreement Between Parties

This is to witness that I, James A. Bates, and I, Carol Bernice Bates, have read the provisions of this Trust and understand the provisions therein, and it is our intent to enter into this Trust as husband and wife, contracting with each other regarding our commonly owned, separate and community property.

IN WITNESS WHEREOF, the provisions of this Declaration of Trust shall bind James A. Bates and Carol Bernice Bates as Trustors, and James A. Bates and Carol Bernice Bates as Trustees; Successor Trustees assuming the role of Trustee hereunder, and the Beneficiaries of this Trust as well as their successors and assigns.

Dated this 27th day of November, 2000, at Issaquah, Washington.

TRUSTORS:

James A. Bates
James A. Bates

Carol Bernice Bates
Carol Bernice Bates

TRUSTEES:

James A. Bates
James A. Bates

Carol Bernice Bates
Carol Bernice Bates

STATEMENT OF WITNESSES

I declare under penalty of perjury under the laws of this state that the person(s) who signed or acknowledged this Document is personally known to me (or proved to me on the basis of convincing evidence) to be the person(s) who signed or acknowledged this document in my presence, and that the person(s) appear(s) to be of sound mind and under no duress, fraud or undue influence.

Witness [Signature]

22525 SE 64th Place

Issaquah, Washington

Date November 27, 2000

Witness Robi L. Courtney

22525 SE 64th Place

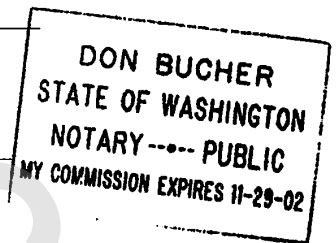
Issaquah, Washington

Date November 27, 2000

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of November, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared James A. Bates and Carol Bernice Bates, known to me or proved to me on the basis of satisfactory evidence to be James A. Bates and Carol Bernice Bates who subscribed the within instrument and acknowledged that they executed the same.

Don Bucher
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle, WA
My Commission Expires: 11-29-02



STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2012-008006

DATE ISSUED: 07/09/2012

FEE NUMBER: 000000029

GIVEN NAMES: JAMES ARTHUR
LAST NAME: BATES

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: July 03, 2012
HOUR OF DEATH: 04:30 P.M.

PLACE OF DEATH: HOME
FACILITY OR ADDRESS: 36041 O'HARA ROAD
CITY, STATE, ZIP: SEDRO WOOLLEY, WASHINGTON 98284

SEX: MALE
AGE: 83 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]

RESIDENCE STREET: 36041 O'HARA ROAD
CITY, STATE, ZIP: SEDRO WOOLLEY, WASHINGTON 98284
INSIDE CITY LIMITS? NO
COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 35 YEARS

HISPANIC ORIGIN: NO, NOT HISPANIC
RACE: WHITE

BIRTHDATE: [REDACTED]
BIRTHPLACE: GILLETTE, WYOMING

FATHER: GEORGE W BATES
MOTHER: ALICE SCOTT [REDACTED]

MARITAL STATUS: MARRIED
SPOUSE: CAROL B. ROBB

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: MT. VERNON CEMETERY CREMATORY
CITY, STATE: MOUNT VERNON, WA
DISPOSITION DATE: July 09, 2012

OCCUPATION: BUTCHER
INDUSTRY: MEAT CUTTING
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES? YES

FUNERAL FACILITY: LEMLEY CHAPEL
ADDRESS: 1008 THIRD ST
CITY, STATE, ZIP: SEDRO WOOLLEY WA 98284
FUNERAL DIRECTOR: TOBI G. STIDMAN

INFORMANT: CAROL BATES
RELATIONSHIP: WIFE
ADDRESS: PO BOX 77 HAMILTON, WA 98255

- CAUSE OF DEATH:
- A. CHRONIC OBSTRUCTIVE PULMONARY DISEASE
INTERVAL: 5 YEARS
 - B. INTERVAL:
 - C. INTERVAL:
 - D. INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:
CARDIAC ARRHYTHMIA

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

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

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:

DESCRIBE HOW INJURY OCCURRED:

CERTIFIER NAME: ROBERT R. JACOBSEN, MD
TITLE: PHYSICIAN
CERTIFIER
ADDRESS: 1990 HOSPITAL DRIVE, SUITE 100
CITY, STATE, ZIP: SEDRO WOOLLEY WA 98284
DATE SIGNED: JULY 06, 2012

STATUS OF DECEDENT, IF A TRANSPORTATION INJURY:
NOT APPLICABLE

CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NJA-388
ATTENDING PHYSICIAN:
NOT APPLICABLE

ITEM(S) AMENDED: NONE

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

LOCAL DEPUTY REGISTRAR:
MEL PEDROSA
DATE RECEIVED: JULY 09, 2012



Affidavit for Correction

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)
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4. Father's Full Name (For Birth): (Husband for Marriage or Dissolution)	5. Mother's Full Name (For Birth): (Wife for Marriage or Dissolution)
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The Record is Incorrect or Incomplete as follows:

6. The Record now shows:	7. The True fact is:
8.	9.
10.	11.
12.	13.

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 forgoing is true and correct.

15. Signature:	16. Date:	17. Address:
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All vital records are registered as received.
All changes must be established by documentary proof submitted with the affidavit
 Examples of documentary proof: Certificate of Naturalization Medical Record School Transcripts
 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 We do not accept Driver's License, Social Security card or a hospital issued decorative birth certificate.

- 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 executors/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.

CERTIFIED

JUL 09 2012

Howard Calbrand
 Skagit County Public Health Department
 Howard Calbrand M.D., Health Officer

VV00361483

DURABLE GENERAL POWER OF ATTORNEY**ARTICLE I.****APPOINTMENT OF ATTORNEY-IN-FACT**

I, Carol Bernice Bates (hereinafter sometimes referred to as "Principal"), appoint as my Attorney-in-Fact James A. Bates (hereinafter referred to as "Attorney") who resides at PO Box 77, Hamilton, Washington, 98255, and whose phone number is (360) 826-6709. If the person appointed as Attorney should at any time for any reason be unable or unwilling to act or to continue to act as Attorney, then I appoint as Attorney the person(s) named as "Successor Attorney-in-Fact."

EFFECTIVE DATE

This Durable Power of Attorney shall become effective upon written notice from two (2) physicians designating the incapacity of the Principal.

SEVERABILITY

In the event that any provision herein is invalid, the remaining provisions shall nonetheless be in full force and effect.

ARTICLE II.**DURABLE GENERAL POWER OF ATTORNEY****DISABILITY**

Principal shall be deemed to be incapacitated if at any time two (2) licensed physicians certify in writing that Principal has become physically or mentally disabled and is unable to manage her affairs in her best interest, whether or not a court of competent jurisdiction has declared Principal disabled, mentally ill or in need of a conservator/guardian.

DURATION

This Durable General Power of Attorney shall expire at such time as may be determined by the law, unless at such expiration date I lack the capacity to make decisions for myself, in which case this Durable General Power of Attorney shall continue in effect until the time when I regain the capacity to manage my affairs for myself.

POWERS NOT EXERCISABLE BY ATTORNEY

Attorney shall **not** have the power to undertake the following acts on behalf of the Principal:

1. Vote a proxy given by a person to another person with respect to the exercise of voting rights;
2. Make a Will or Codicil to a Will for Principal or revoke Principal's Will or Codicil; or change, modify or direct the revocable Living Trust of the Principal;
3. Exercise any powers under any revocable or irrevocable trust of which the Principal is the creator and/or the Trustee, including the revocation or amendment thereof, except that Attorney may act and exercise any powers with respect thereto which are granted to him or her personally by the terms thereof;
4. Exercise any power in any way to discharge any legal obligation that Attorney may have.

POWERS EXERCISABLE BY ATTORNEY

Attorney is given and granted hereby full power and authority to do for Principal and in Principal's name, place and stead, and for Principal's use and benefit, all and every act and thing whatsoever and to undertake any and all transactions, acts and proceedings in Principal's name, place and stead for the purpose of transacting any and all business of every kind, nature and description whatsoever in connection with Principal's business and personal affairs relative to any property interest, real or personal, of Principal's now owned or hereafter acquired, as fully and to all intents and purposes as Principal might or could do if personally acting. Attorney is specifically empowered and directed to transfer and convey to the Trustee or Trustees then acting under any Revocable Trust (Grantor's Trust) under which Principal is a Settlor (Grantor/Trustor) and a beneficiary any or all assets now or at any time or times hereafter standing in Principal's name (or representing Principal's interest in assets owned jointly, commonly and/or otherwise with any other person or persons).

1. Attorney is given and granted hereby full power and authority to make, verify and file federal, state and/or local income, gift and/or other tax returns of all kinds, claims for refund, requests for extension of time, petitions to the tax court or other courts regarding tax matters and/or any and all other tax related documents, including receipts, offers, waivers, consents, powers of attorney and closing agreements, of all kinds without limit, and generally to act on behalf of the Principal in all tax matters of all kinds and for all periods before all officers of the Internal Revenue Service and/or any other taxing authority, including receipt of confidential information, and to cause the Principal to be represented in any and all such proceedings;

2. Attorney is given and granted hereby full power and authority to sign and deliver qualified disclaimers as to any gift or inheritance as provided for under the Internal Revenue Code of 1986, as amended from time to time;
3. Attorney is given and granted hereby full power and authority to make gifts to Principal's spouse, if any, child or children and other descendants or ascendants, if any, and/or to charitable, scientific, religious or educational institutions, and to consent to split gifts made by the Principal's spouse to third persons, keeping in mind the Principal's best interests and the best interests of the Principal's family;
4. Attorney is given and granted hereby full power and authority to exercise any special or general power of appointment held by the Principal, keeping in mind Principal's best interests and the best interests of the Principal's family;
5. Attorney is given and granted hereby full power and authority to designate the beneficiary under any policy of life insurance and under any employee benefit plan, keeping in mind Principal's best interests and the best interests of Principal's family.
6. Attorney is given and granted hereby full power to execute deeds and instruments of conveyance transferring Principal's interest in real and personal property to third parties, keeping in mind Principal's best interests and the best interests of Principal's family.
7. Attorney is given and granted hereby full power to execute in the name of the principal checks, notes, stock, and security certificates, certificates of deposit, security transfer documents, private and government issue bonds, bills of sale, security account documents, and bank account documents, keeping in mind Principal's best interests and the best interests of Principal's family.

The Principal hereby ratifies and confirms all that said Attorney shall do or cause to be done by virtue hereof, and all documents of any kind (without limitation) executed and/or delivered by Attorney shall bind the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns.

LIMITATION OF LIABILITY

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent and/or other party to act in accordance with the powers granted in this Durable Power of Attorney, the Principal hereby represents, warrants and agrees that, if this Power of Attorney is terminated for any reason whatsoever, the Principal and the Principal's heirs, distributees, legal representatives, successors and assigns will save such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Power of Attorney prior to such party's or parties' receipt of written notice of any such termination.

ARTICLE III.

REVOCAION OF PRIOR POWERS OF ATTORNEY

This power of Attorney revokes any prior Durable General Power of Attorney executed previously by the Principal.

ARTICLE IV.

SIGNATURE BY ATTORNEY

When signing on behalf of Principal under this Power of Attorney, Attorney shall sign as follows:

"Carol Bernice Bates by James A. Bates, her Attorney-in-Fact."

ARTICLE V.

NOMINATION OF SUCCESSOR

I nominate and appoint as Successor Attorneys to serve by virtue of the authority herein granted the following:

First Successor:	Karen Kay Allison
Address	_____
Phone Number	_____
Second Successor:	Timothy A. Bates
Address	_____
Phone Number	_____
Third Successor:	Marilyn R. Singleton
Address	_____
Phone Number	_____
Fourth Successor:	Nicholis L. Bates
Address	_____
Phone Number	_____

The condition under which any person named above as Successor Attorney may exercise any powers set forth herein is that any person who is at the time authorized hereunder to serve as my Attorney shall be unable or unwilling to serve or to continue to serve as Attorney, then in the order specified above, the first person named above as Successor Attorney who is willing and able to serve as such Attorney shall be fully authorized to serve hereunder and shall have all of the powers granted originally to my Attorney and the term "Attorney" shall refer to such person so serving. Any Successor Attorney may execute an affidavit that my Attorney is unwilling or unable to serve or continue to serve and such affidavit shall be conclusive evidence, insofar as third parties are concerned, of the facts set forth therein, and in such event any person acting in reliance upon such affidavit shall incur no liability to my estate because of such reliance.

ARTICLE VI.

DECLARATION OF PRINCIPAL

Principal declares that the following is correct:

1. Principal has been advised, in regard to this Durable General Power of Attorney;
2. Principal understands that the Durable General Power of Attorney gives to the Attorney nominated herein broad powers to dispose, sell, convey and encumber Principal's real and personal property, which powers arise on the Principal's disability or incapacity; and
3. Principal understands that these powers for the Durable General Power of Attorney will exist for an indefinite period of time after the Principal's disability or incapacity unless their duration has been limited in this document.

Dated: November 27, 2000

Carol Bernice Bates
Carol Bernice Bates, PRINCIPAL

Witness
Address

[Signature]
22525 SE 64th Place
Issaquah, Washington

Witness
Address

Roni F. Courtney
22525 SE 64th Place
Issaquah, Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of November, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Carol Bernice Bates, known to me or proved to me on the basis of satisfactory evidence to be Carol Bernice Bates who subscribed the within instrument and acknowledged that she executed the same.

Don Bucher
NOTARY PUBLIC in and for the State of Washington,
residing at *Seattle WA*
My Commission Expires: *11-29-02*

