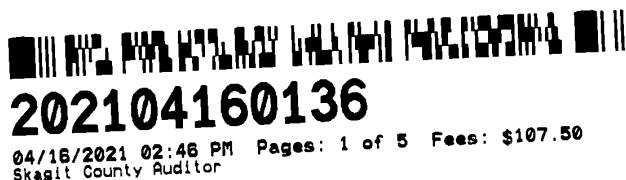


AFTER RECORDING RETURN TO:
Gilbert & Gilbert Lawyers, Inc., P.S.
314 Pine St., Suite 211
Mount Vernon, WA 98273



2021-1641
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AFFIDAVIT: LACK OF PROBATE APR 16 2021

GRANTOR: HARRY E. WORLEY, deceased

Amount Paid \$ 0
Skagit Co Treasurer
By [Signature] Deputy

GRANTEE: CATHERINE G. WORLEY, surviving spouse, now deceased

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NOS. P52767 / 3718-012-009-0003

FULL LEGAL DESCRIPTION: Lots 6, 7, 8, and 9, Map of the Eastern Addition to Mount Vernon, Skagit County, Washington. Subject to: Easements, restrictions and reservations of record.

KYLE REEP, being first duly sworn upon oath, deposes and says:

1. Status. I am the personal representative of the Estate of Catherine G. Worley, who died on September 10, 2019. Catherine G. Worley was the surviving spouse of Harry E. Worley, who died on June 24, 2016, a resident of Mount Vernon, Skagit County, Washington. A certified copy of his Death Certificate is recorded under Auditor's File No. 201805240095.
2. Real Property. Decedent, Harry E. Worley, left a community interest in the real property described in this Affidavit. Harry E. Worley and Catherine G. Worley provided for the disposition of all property to the survivor pursuant to a Community Property Agreement dated February 5, 2016, a copy of which is attached to this Affidavit. The Community Property Agreement remained in full force and effect since its execution. The original of said Community Property Agreement has been lost or misplaced and cannot be located.
3. Decedents' Wills & Probate. Harry E. Worley, left a Last Will and Testament deposing of his estate One Hundred Percent (100%) to his wife, Catherine G. Worley. The Will, unrevoked at his death was filed in Skagit County Clerk's Office in Case No. 17-4-00269-1, but was not offered for probate.

Catherine G. Worley, left a Last Will and Testament which is being probated under Skagit County Case No. 19-4-00348-29. An Order Appointing Kyle Reep as Personal Representative was signed October 24, 2019, a copy of his Letters Testamentary are attached hereto.

4. Decedents' Debts & Expenses. All of the debts and expenses (including expenses of last illness, funeral, and burial) of Harry E. Worley and Catherine G. Worley, and the liabilities and other obligations of the marital community, have been paid in full.

5. Federal Estate Tax. Decedents' estates were not liable for Washington estate tax or federal estate tax.

6. Washington Assistance. Decedents' were not liable for repayment for subsistence or medical care to the state of Washington.

7. Purpose of Affidavit. This Affidavit is made as an inducement to each purchaser and each title insurer of the above-described property to treat the title thereto, or title to an interest therein, relieved from interference of, Harry E. Worley, his heirs, creditors, and the taxing authorities.

DATED this 5th day of ~~March~~ ^{April} 2021.

CATHERINE G. WORLEY, Surviving Spouse

By: _____

KYLE REEP, Personal Representative of the
Estate of Catherine G. Worley

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me KYLE REEP, to me known to be the personal representative of the estate of Catherine G. Worley, the individual described in and 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 this 5th day of ~~March~~ ^{April}, 2021.



Ann Marie Berg

NOTARY PUBLIC in and for the state of Washington
Residing at: Burlington, WA
My commission expires: April 12, 2023

COMMUNITY PROPERTY AGREEMENT

This **COMMUNITY PROPERTY AGREEMENT** dated February 5th, 2016, is between **DR. HARRY E. WORLEY** and **CATHERINE G. WORLEY** (the "parties"), as husband and wife.

The parties are married to each other, are residents of the State of Washington, and desire to enter into this Agreement in order to set forth the status of their property as Community Property and to provide for its disposition to the survivor of them at the death of the first of them to die.

WHEREFORE, the parties revoke all prior Community Property Agreements and any other agreement regarding the status or disposition of his, her, or their property to the extent of any inconsistency with this Agreement and agree as follows:

1. **Financial Disclosure.** Each party has fully disclosed to the other party his/her assets, incomes, debts, and liabilities, and the other party is satisfied that full disclosure has been made.

2. **Status of Property.** All property of whatever nature or description, whether real, personal, or mixed, and wherever located, within or without the State of Washington, now owned or hereafter acquired by either party or both of the parties shall be and is the Community Property of the parties.

3. **Disposition of Property.** Upon the death of either party survived by the other party, all interest of the deceased party in the then current Community Property of the parties shall pass to and become the sole and separate property of the survivor of the parties.

4. **Disclaimer.** Upon the death of either party survived by the other party, the surviving spouse may disclaim, in whole or in part, and if in part, any specific part, share, or asset, any interest passing under this Agreement. Upon such disclaimer, the disclaimed interest shall pass as if Paragraph 3 immediately above had been revoked as to that interest at the deceased spouse's death but with the surviving spouse continuing to be entitled to any benefits by any alternative disposition.

5. **Automatic Revocation of Paragraph 3.** Paragraph 3 above shall be automatically revoked upon the occurrence of any of the following events:

- * The simultaneous death of both parties or if the order of their deaths cannot be reasonably determined, or
- * The filing in a Court of competent jurisdiction by either party or both parties of a Petition for Marital Dissolution or Legal Separation followed by the death of either party survived by the other party before such proceeding is either dismissed, abandoned, or completed, with its completion being determined by the entry of an Order of Dissolution, Legal Separation, or Marital Invalidity, respectively.

6. **Revocation of Paragraph 3 by Disability.** If either party becomes disabled, the other party may revoke Paragraph 3 but only by a writing signed by that party and acknowledged before a Notary Public. For purposes of this paragraph, a party shall be "disabled" if he/she is:

- * Determined in a writing to be unable to adequately manage his/her property or financial affairs by the party's treating physicians or two independent physicians, or
- * Found to be legally disabled by a Court of competent jurisdiction.

7. **Revocation of Paragraph 3 by Both Parties.** Paragraph 3 may be revoked by both parties but only by a writing signed by both parties and acknowledged before a Notary Public.

IN WITNESS WHEREOF, the Parties have signed this Agreement on February ___, 2016.

Harry E. Worley
Dr. Harry E. Worley

Catherine G. Worley
Catherine G. Worley

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me DR. HARRY E. WORLEY and CATHERINE G. WORLEY, proven to be the individuals described in and who executed the within and foregoing Community Property Agreement, 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 on: February 5, 2016.



Jayne Marie Abbott
NOTARY PUBLIC in and for the State of Washington
Residing at: Burlington, WA
My appointment expires on: 1-29-17

SUPERIOR COURT OF THE STATE OF
WASHINGTON FOR SKAGIT COUNTY**FILED**
Skagit County Clerk
Skagit County, WA
10/25/19

Estate of CATHERINE G WORLEY:	No. 19-4-00348-29
	LETTERS TESTAMENTARY

19-4-00348-29
LTRTS
Letters Testamentary
6865199**I. BASIS**

1.1 The last will of CATHERINE G WORLEY late of SKAGIT County, State of WASHINGTON was duly exhibited proven and recorded in this court on October 24, 2019.

1.2 In that will KYLE REEP is named personal representative.

1.3 The personal representative has qualified.

II. CERTIFICATION

THIS IS TO CERTIFY THAT KYLE REEP is authorized by this court to execute the will of the above decedent according to law.

DATED on this the 25th day of October, 2019.

MELISSA BEATON
COUNTY CLERK AND CLERK OF THE SUPERIOR COURT

Linda Petrzelka, Deputy Clerk

III. CERTIFICATE OF COPY

STATE OF WASHINGTON
COUNTY OF SKAGIT

ss

I, MELISSA BEATON, Clerk of the Superior Court of Skagit County, certify that the above is a true and correct copy of the Letters Testamentary in the above-named case which was entered of record on October 24, 2019.

I further certify that these letters are now in full force and effect.

DATED: October 25, 2019

MELISSA BEATON
COUNTY CLERK AND CLERK OF THE SUPERIOR COURT

BY

Deputy Clerk