

Return Address:
Guardian NW Title
1301-B Riverside Dr.
Mount Vernon, WA 98273

GNW 21-13750

AFFIDAVIT (LACK OF PROBATE)₂

The undersigned affiant/grantee Marilyn J. Metcalf, being first duly sworn
Name of Affiant

deposes and states as follows: That they are a rightful heir as listed on heirs at law, to the real
property described below, and is Husband

of Willard William Metcalf, who died on 5-2-17
Decedent/Grantor Relationship to decedent Date

at Sedro Woolley Skagit WA
City County State

REAL PROPERTY SUBJECT TO THE AFFIDAVIT:

Abbreviated Legal Description: Ptn. Lot 6, LIVERMORES,
HAMILTON ACREAGE

Assessor's Property Tax Parcel/Account Number: P67270
(Attach full legal description of the property)

- Decedent left no Last Will and Testament.
- Decedent left a Last Will and Testament which HAS NOT been Probated or Revoked.

"Heirs at law" includes surviving spouse, children, adopted children, issue of
predeceased child or adopted child, parents, brothers and sisters of the decedent.
Affiant hereby identifies all heirs at law of the decedent: (use additional pages if
necessary)

None

Full name, age, relationship, address

Full name, age, relationship, address

Full name, age, relationship, address

Full name, age, relationship, address

Full name, age, relationship, address

Full name, age, relationship, address

Full name, age, relationship, address

Full name, age, relationship, address

Dated: 11-18-21

Marilyn Joyce Metcalf
Affiant's full name

360-826-3441
Telephone number

7663 Medford Road

Sedro Woolley WA 98284
City State Zip Code

Marilyn J. Metcalf 11-18-21
Signature Date

State of WA County of Skagit

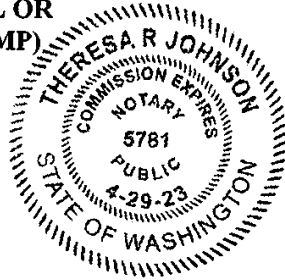
I know or have satisfactory evidence that Marilyn J. Metcalf
(name of person)

is the person who appeared before me, and said person acknowledged that (he/she) signed this affidavit and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this affidavit.

Dated: 11-18-21

Teresa R Johnson
Signature of Notary Public

(SEAL OR STAMP)



Residing at: Cumano Island

Notary Public in and for the State of WA

My appointment expires: 4/29/23

Exhibit "A"
Property Description

The West 151 fee of that portion of Lot 6 of "LIVERMORES, HAMILTON ACREAGE", as per plat recorded in Volume 3 of Plats, page 87, records of Skagit County, lying East of the County Road running along the West line thereof;

EXCEPT the South 68 feet thereof;

AND EXCEPT that portion thereof lying North of an existing fence running in a n East-West direction referred to in deed to Ed. L. Moore dated and recorded September 5, 1969 under Auditor's File No. 730749, said line being approximately 236 feet North of the South Line of said Tract 6;

AND EXCEPT that portion of Lot 6, LIVERMORE'S HAMILTON ACREAGE, according to the plat thereof recorded in Volume 3 of Plats, page 87, records of Skagit County, Washington, described as follows:

Beginning the Southwest corner of said Lot 6;

thence North along the County road 68 feet to the true point of beginning;
thence continuing North along the County road 19.8 feet to an existing fence;
thence Easterly along said fence 151 feet, more or less, to the East boundary of the West 151 feet of Lot 6;
thence South $01^{\circ}53'27''$ West a distance of 19.9 feet;
thence South $88^{\circ}39'11''$ West a distance of 151.01 feet to the point of beginning.

Situate in County of Skagit, State of Washington.

LAST WILL AND TESTAMENT
OF
WILLARD W. METCALF

I, WILLARD W. METCALF, a resident of Sedro-Woolley, Washington, declare this to be my Last Will and Testament and hereby revoke any and all former Wills and codicils made by me prior to the execution of this Will.

ARTICLE I.

Identification of Family: My immediate family consists of my wife, MARILYN J. METCALF. I have two children, MICHAEL METCALF and SHERRY PETTY. I have five stepchildren, DEBORA BROWN, CHERYL PARMENTER, RITA CLARK, DOUGLAS BROWN and TINA MOYER. Except as provided herein, I intend to make no provision in the Will for any child or descendant of any child, whether named herein or hereafter born to or adopted by me.

ARTICLE II.

Payment of Debts: I direct my Personal Representative, hereinafter named, as soon after my death as practicable, to pay my funeral expenses, the expenses of my last illness and all debts that I may owe at the time of my death. If there are insufficient funds on hand to pay such debts and liabilities, then I direct her or him to convert sufficient property into money to satisfy such debts and liabilities.

ARTICLE III.

Disposition of Property:

1. Specific Bequests: Pursuant to RCW 11.12.260, I have prepared in writing a list of tangible, personal property not otherwise disposed of in this Will and, in that list, I have identified that property and directed to whom that property should be given. I hereby incorporate that writing with this Will and direct that it be placed with my Will and treated by my Personal Representative as a part of my dispositive plan. While the list may be modified from time to time, I intend to have a single list, which I will keep in an envelope with this Last Will and Testament.

2. Rest, Residue and Remainder: The rest, residue and remainder of my estate, whether real or personal and wheresoever situated, I hereby give, devise and bequeath to my wife, MARILYN J. METCALF. In the event that my husband should predecease me, the rest, residue and remainder of my estate, whether real or personal and wheresoever situated should be divided equally among the following individuals or the survivor of them should any named individual predecease me; Michael Metcalf, Sherry Petty, Debora Brown, Rita Clark, Douglas Brown and Randy Shope..

2-18-10
Date

[Signature]
Testator

ARTICLE IV.

Personal Representative: I nominate and appoint **MARILYN J. METCALF** as Personal Representative of this my Last Will and Testament. In the event **MARILYN J. METCALF** is unable or unwilling to so act, then, I nominate and appoint **SHERRY PETTY** as Personal Representative. Any are to act as such without bond and without the intervention of any court except as may be required for Personal Representative of nonintervention Wills by the laws of the State of Washington. My Personal Representative shall have full power to sell, convey, mortgage, pledge, encumber, without notice and without confirmation, any assets of my estate, real or personal, at such prices and on such terms as to him or her may seem just; to advance funds and borrow money, secured or unsecured, from any source; to select any part of my estate in satisfaction of any partition or distribution hereunder, in kind, in money, or both.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of February, 2010.

Willard W. Metcalf
WILLARD W. METCALF
Testator

We, the undersigned, do hereby certify that on this 18th day of February, 2010, the above-named testator signed the foregoing instrument, consisting of two pages, of which this is the last and acknowledged the same to be his Last Will and Testament and, in our presence, and we at his request, and in the presence of each other, have subscribed our names as witness hereto.

Coffey McLean Residing at 302 Metcalf St
Seabrook WA

Shannon M. Shearer Residing at 119 N. 29th Pl.
Maurit Vernon WA

2-18-10
Date

Sherry Petty
Testator

AFFIDAVIT OF SUBSCRIBING WITNESSES TO THE WILL
OF
WILLARD W. METCALF

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

Each of the undersigned, being first duly sworn upon oath, deposes and says:

I am a resident of the state of Washington and am of full, legal age. I am personally acquainted with the above-named testator and make this affidavit at his request. I am competent to be a witness in a court of law respecting the execution of this Will and its admission to probate.

I am one of the subscribing witnesses to the foregoing Will. The said instrument was signed and executed by the said testator at Sedro-Woolley in Skagit County, Washington, on the date it bears, in my presence, and the said testator thereupon published the said instrument as, and declared the same to be, his Last Will and Testament and requested me, in attestation thereof, to subscribe my name as a witness to the said instrument.

At the time of executing said instrument, the said testator was over the age of eighteen and was of sound and disposing mind and not acting under duress, menace, fraud, undue influence or misrepresentation, and was in all respects legally competent and qualified to make a Will.

This affidavit is made and declared to be true under penalty of perjury pursuant to the laws of the State of Washington this 18th day of February, 2010.

[Signature]
Witness

Shannon M. Shearer
Witness

302 Metcalf St
Address

119 N. 29th Pl.
Address

Sedro-Woolley

Mount Vernon WA

2-18-10
Date

[Signature]
Testator

RCW 11.12.260. Separate writing may direct disposition of tangible personal property—Requirements

(1) A will may refer to a writing that directs disposition of tangible personal property not otherwise specifically disposed of by the will other than property used primarily in trade or business. Such a writing shall not be effective unless: (1) An unrevoked will refers to the writing (b) the writing is either in the handwriting of or signed by the testator, and (c) the writing describes the items and the recipients of the property with reasonable certainty.

(2) The writing may be written or signed before or after the execution of the will and need not have significance apart from the effect upon the dispositions of property made by the will. A writing that meets the requirements of this section shall be given effect as if it were actually contained in the will itself, except that if any person designated to receive property in the writing dies before the testator, the property shall pass as further directed in the writing and in the absence of further directions, the disposition shall lapse and RCW 11.12.110 shall not apply to such lapse.

(3) The testator may make subsequent handwritten or signed changes to any writing. If there is an inconsistent disposition of tangible personal property as between writings, the most recent writing controls.

(4) As used in this section, "tangible personal property" means articles of personal or household use or ornament, for example, furniture, furnishings, automobiles, boats, airplanes and jewelry as well as precious metals in any tangible form, for example, bullion or coins. The term includes articles even if held for investment purposes and encompasses tangible property that is not real property. The term does not include mobile homes or intangible property, for example, money that is normal currency or normal legal tender, documents of titles, or securities.

DURABLE POWER OF ATTORNEY

WHEREAS **MARILYN J. METCALF** (hereinafter the "principal") has the utmost trust in **RITA CLARK** and is desirous of giving **RITA CLARK** authority over the principal's property and person in the event the principal becomes disabled or incompetent so that the attorney-in-fact may make the necessary decisions for the principal rather than have such decisions made by a relative or unknown person, now, therefore, **RITA CLARK**, if living, willing and able to serve, is appointed as attorney-in-fact for **MARILYN J. METCALF**. In the event that **Rita Clark** is unwilling or unable to so serve, I nominate and appoint **DOUGLAS BROWN**.

1. Powers:

A. Regarding Property, Property Rights and Liabilities.

The attorney-in-fact, as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal whether located within or without the State of Washington. The attorney-in-fact shall not have power to revoke or change any documents of a trust and/or of a testamentary nature executed by the principal. The attorney-in-fact shall have all powers as are necessary for the orderly management of the principal's assets and liabilities and all powers necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the principal and to hire professional help and consultants.

B. Regarding the Person of the Principal.

The attorney-in-fact shall have the authority regarding the person of the principal to make all decisions that a court appointed guardian of the person would have authority to make under the laws of the State of Washington, including, but not limited to, the authority to consent to operations and other medical treatment, the choice of living accommodations for the principal, if necessary, and to hire professional help and consultants and to pay all necessary and reasonable expenses incurred in relation to the broad authority herein given.

The attorney-in-fact shall have the authority to consent to medical and surgical care and nontreatment for the undersigned principal; consent to the withholding or withdrawal of life-sustaining treatment for the undersigned principal; consent to the admission of the undersigned principal to a medical, nursing, residential, or similar facility; and enter into agreements for the undersigned principal's care.

2. Effectiveness:

This power of attorney shall become effective upon the disability or incompetence of the principal. Disability shall include the inability to manage my property and affairs effectively for reasons such as mental illness, mental deficiency, physical illness or disability, advance age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability may be evidenced by a written statement of a qualified physician attending the principal and may be further evidenced by other qualified persons with knowledge of any of the conditions hereinabove set forth. Incompetence shall be established by a finding of a court having jurisdiction over the principal.

3. Duration:

This durable power of attorney becomes effective as provided in Paragraph 2 hereof and shall remain in effect to the extent permitted by RCW 11.94.010 unless terminated as hereinbelow provided, notwithstanding any uncertainty as to whether the principal is dead or alive.

4. Revocation:

This power of attorney may be revoked in writing by the principal at any time, unless the principal is disabled or incompetent. The written notice shall be given to the designated attorney-in-fact as hereinabove set forth and by recording the written instrument or revocation with the office of the recorder or auditor of any counties where this document has been recorded or where the principal resides.

5. Termination

A. Appointment of Guardian of the property of the principal terminates this power of attorney as to the property. The appointment of a guardian of the person of the principal terminates this power of attorney as to the person of the principal.

B. By Death of the Principal:

The death of the principal shall be deemed to revoke the power of attorney upon proof of death being received by the attorney-in-fact.

6. Accounting:

The attorney-in-fact shall keep accurate records of the principal's financial affairs, including documentation of all transactions in which the attorney-in-fact is involved.

7. Appointment of Guardian:

In the event that a guardian of the person or estate, or both, shall be required for the principal, the principal hereby nominates the attorney-in-fact as her guardian and encourages the court petitioned to refuse any appointment made by any other person, be that person petitioning a member of the principal's family or not, in favor of the attorney-in-fact.

8. Expenses:

The principal hereby authorizes and directs the attorney-in-fact to advance all reasonable and desirable expenses in the exercise of the responsibilities within this power of attorney and, further, to reimburse the attorney-in-fact for reasonable and desirable expenses advanced by such attorney-in-fact. The attorney-in-fact is further authorized and encouraged, when said attorney-in-fact deems it desirable or necessary, to employ others to aid in the management of the principal's assets and in matters concerning the

principal's person to include, but not limited to, the lawyers, accountants, physicians, nurses and other medical paramedical personnel.

9. Reliance:

The designated and acting attorney-in-fact and all persons dealing with the attorney-in-fact shall be entitled to rely upon this power of attorney so long as neither the attorney-in-fact nor the person with whom he or she was dealing at the time of any act taken pursuant to this power of attorney had received actual knowledge or actual notice of the revocation or termination of the power of attorney by death or otherwise, and any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representative of the party-principal.

10. Harmless:

The estate of the principal shall hold harmless and indemnify the attorney-in-fact from any and all liability for acts done in good faith and not in fraud on behalf of the principal.

11. Applicable Laws:

The laws of the State of Washington shall govern this power of attorney.

12. Execution:

This power of attorney is signed at Sedro Woolley, Skagit County, Washington, on this 16th day of February, 2010, to become effective as provided in Article 2.

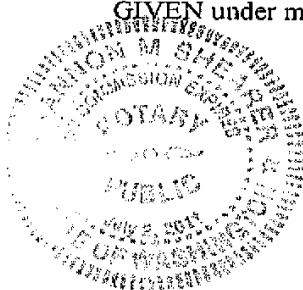
Marilyn J. Metcalf
MARILYN J. METCALF

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT)

ss.

On this day personally appeared before me MARILYN J. METCALF, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 16th day of February, 2010.



Shannon M. Shearer
NOTARY PUBLIC in and for the
State of Washington
Commission Expires 7-2-11