202205230088

FILED AT REQUEST OF/RETURN TO: Joan P. Simmerman P.O Box 991 Anacortes, WA 98221 05/23/2022 03:35 PM Pages: 1 of 2 Fees: \$204.50 Skagit County Auditor

AFFIDAVIT IN SUPPORT OF COMMUNITY PROPERTY AGREEMENT

Grantor(s):

CHARLES H. SIMMERMAN, now deceased

Grantee(s):

JOAN P. SIMMERMAN, surviving spouse

Abbreviated Legal:

Map of City of Anacortes, Lots 6, 7 and the E. 1/2 of Lot 8 Block 214 aka Lot

10 Survey AFN 200201240260

Additional Legal on:

Page 1

Tax Account No.:

3772-214-008-0000 / P119014

STATE OF WASHINGTON) ss. COUNTY OF SKAGIT)

JOAN P. SIMMERMAN, being first duly sworn on oath, deposes and says:

1. This Affidavit provides information for the record regarding that certain Community Property Agreement dated April 24, 2019, and executed by CHARLES H. SIMMERMAN and JOAN P. SIMMERMAN, husband and wife (the "Agreement"). The Agreement was recorded in the Office of the County Auditor in Skagit County, Washington, on April 26, 2022, under File No. 202204260038. The statements set forth in this Affidavit are representations of fact that may be relied upon by all parties dealing with any property, whether real or personal, belonging to the above-named parties, including but not limited to that certain real estate located in Skagit County, Washington, described as follows:

Lot 6, 7 and the East Half of Lot 8, Block 214, MAP OF THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

(Also known as Lot 10 of Survey recorded January 24, 202, under Auditor's File No. 200201240260, records of Skagit County, Washington.)

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 - 2. **CHARLES H. SIMMERMAN** (the "Decedent") was one of the parties to the Agreement and died on March 28, 2022, in Anacortes, Skagit County, Washington.
 - 3. The parties to the Agreement were legally competent at the time of executing the Agreement and executed no subsequent Wills or agreements that would have the effect of abrogating or nullifying the Agreement. The Agreement was validly executed and in full force and effect at the time of the Decedent's death.
 - 4. The value of Decedent's estate as of the date of death, including all real and personal property, exceeded his liabilities, and his estate consisted only of community property.
 - 5. The Decedent left no separate property whatsoever.
 - 6. All obligations of the community composed of the Decedent and the affiant owing at the date of the Decedent's death have been paid or will be paid in full, and all expenses of last illness and for funeral and burial services of the Decedent have been paid.
 - 7. The value of the assets in the gross taxable estate of the Decedent was not sufficient to require a federal or state estate tax return or create any other tax liabilities.
 - 8. The only person who would qualify under law as beneficiary to Decedent's estate was his surviving spouse.

DATED: May 18, 2022.

SIGNED AND SWORN to before me this 18th day of May, 2022.

Notary Public

Rachel Franulovich

(Type or Print Name of Notary)

My Appointment Expires:

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