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FILE FOR AT THE REQUEST OF/WHEN RECORDED RETURN TO:
Brian E. Clark, Attorney
415 Pine Street
Mount Vernon, WA 98273

193 FER -8 7 1 0 2

9302080126

AFFIDAVIT RE: COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON)

COUNTY OF SKAGIT

SHARON A. WILDONER, being first duly sworn on oath, deposes and says:

That affiant is the surviving spouse of EVERETT C. WILDONER, who died at LaConner, Skagit County, Washington, on the 13th day of January, 1993, a certified copy of Certificate of Death being attached hereto as Exhibit "A"; having provided for the disposition of all community property as between affiant and said deceased spouse under Community Property Agreement dated May 29, 1991, the Community Property Agreement attached hereto as Exhibit "B".

That there are no creditors and no unpaid bills or debts of said decedent or of the marital community, nor unpaid real estate contracts or mortgages.

That the funeral expenses and all expenses of last illness of EVERETT C. WILDONER have been fully paid.

This affidavit is made to induce a title insurance company to issue its policies of title insurance on real property passing to the surviving spouse by virtue of said Community Property Agreement in reliance upon the representations hereinabove set forth.

SIGNED AND SHAROW

SHARON A. WILDONER

SWORN to before me this 54 day of February,

SHARON A. WILDONER.

UBLIC OF

NOTARY PUBLIC

My appointment expires: 2-1-67

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11 CITY, TOWN OR LOCATION OF DEATH			Dodge City, Kan			/No) Y	es S	kagit	
La Conner		488	Wanapum I	EMBIG RAVOUT FTN: 4 (2) HOSP: 5	C MURHOME & C	OTHER PLACE		Yes	
14 MARITAL STATUS—Married, Never Morried, Widowed, Divorced (Specify)	SPOUSE (d wde, gave men	wide, gave meiden name) 18. SOCIAL SECURITY		YNO	17 DECI	17 DECEDENT'S EDUCATION (Specify only highest grade completed)			
Married		aron Tuttl	.e///				y/Secondary (0-1)		
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488 Wanapum		La Conn	er No	Skagit	5 <del>1</del>	vrs T	Wash.	98257	
Everett C.				29 MOTHERS NAME FIRST					
10. INFORMANT-NAME		31 MA	VUNG ADDRESS	STREET OR RED NO.	CITY OR	TOWN	STA	TE ZIP	
Mrs. Sharon	Wildoner DATE(Mo. Day, Yr)		488 W	anapum Drive	La Cor	mer.			
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2 NAME AND TITLE OF ATTENDIN				46. PRONOUNCED DEAD (Mo.	Dey, Yr)	<del></del>	47. 1	HOUR PRONOUNCED DE 24 Hrs.)	
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	c						DEAT	WAL BETWEEN ONSET A	
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ACC: SUICIDE, HOM, UNDET, OR PENDING INVEST. (Specify)	56 INJURY DATE (Mo.	Day, Yr) 58. HOUF (24 Hr	R OF INJURY 57. DI	ESCRIBE HOW INJURY OCCURRE		No	CORON	ERT (Yes-I NO) NO	
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Date <u>JAN 1 9 1993</u>



Heward Leibrand, M.D. Health Officer

Signed Sharm

02 10 1993

## COMMUNITY PROPERTY AGREEMENT

This is an Agreement dated this 29th day of May of 1991, between EVERETT C. WILDONER ("Husband) and SHARON A. WILDONER ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, providing for agreements between husband and wife for the fixing of the status and disposition of community property to take effect upon the death of either.

## IT IS HEREBY AGREED AS FOLLOWS:

- 1. Property Covered. This agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (except for property for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved in writing by either 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. All such property is referred to in this agreement as the "described community property."
- 2. Vesting at Death of a Spouse. If one spouse dies and the other spouse survives by ten days, all of the described community property shall vest in the surviving spouse as of the moment of death of the first spouse to die.
- 3. <u>Disclaimer</u>. 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 property. The interest disclaimed shall pass as if the provisions of Section 2 above had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.
- 4. Property Held in Joint Tenancy. Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and such property shall be community property and ownership and title shall vest as provided in Section 2 above.
- 5. Automatic Revocation. The provisions of Section 2 above shall be automatically revoked:
- Don the filing by either party of a petition, complaint, or other pleading for separation, dissolution or divorce, or

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Immediately prior to death if neither party survives the other by ten days.

- 6. 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. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled spouse. Each party designates the other party as attorney-in-fact to become effective upon disability to agree to the termination. For the 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 named spouse is unable to manage his or her own affairs.
- 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 either or both of 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 parties hereto have executed this agreement the day and year first above written.

Wildower

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that EVERETT C. WILDONER and SHARON A. WILDONER, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

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NOTARY PUBLIC, State of

My Appointment Expires: 7-10-94

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