

After recording please return to:

Felicia Value
Attorney at Law
PO Box 578
La Conner, WA 98257



200705250138

Skagit County Auditor

5/25/2007 Page

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34 12:34PM

RECORDING COVER PAGE

DOCUMENT TITLE: LACK OF PROBATE AFFIDAVIT

REFERENCE NUMBER OF RELATED DOCUMENT: N/A

GRANTOR: ROBERT M. ENGLISH

GRANTEE: THE PUBLIC

ABBREVIATED LEGAL DESCRIPTION: LOT 3, MOUNT VERNON SP#4-95

FULL LEGAL DESCRIPTION ON PAGE - 1 - OF DOCUMENT

ASSESSOR'S TAX/PARCEL NUMBER: 340421-3-038-0300 / P107741

LACK OF PROBATE AFFIDAVIT

State of Washington)
) ss.
County of Skagit)

Robert M. English, being first duly sworn, deposes and says:

FIRST, that this Affidavit is for the purpose of supplying information pertaining to the estate of Ada M. English, deceased, and it is intended that the statements set forth herein, and attached hereto, shall be considered representations of fact which may be relied upon by all persons dealing with the following described real property:

LOT 3 OF MOUNT VERNON SHORT PLAT NO. 4-95, APPROVED JULY 28, 1995, RECORDED JULY 28, 1995 IN VOLUME 12 OF SHORT PLATS, PAGES 7 AND 8, UNDER AUDITOR'S FILE NO. 9507280019, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF SOUTHEAST ¼ OF THE SOUTHWEST ¼, SECTION 21, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS SHOWN ON THE FACE OF THE SHORT PLAT.

SECOND, that said Decedent died on April 4, 2005, in Skagit County, Washington, as shown in the attached death certificate, which is incorporated by this reference;

THIRD, that Decedent's spouse, Robert Marion English, died October 30, 1997, in Skagit County, Washington, as shown in the attached death certificate, which is incorporated by this reference;

FOURTH, that said decedent executed no Wills, agreements to convey, conveyances, mortgages, deeds of trust, lien agreements or other instruments for the purpose of conveying or encumbering said land, any portion thereof, or any interest therein, other than those instruments which have been duly recorded in the office of the Auditor of said county, except as follows:



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1. Unrecorded statutory warranty deed dated January 6, 2003, from Ada M. English to Ada M. English, trustee of the English Family Trust dated January 6, 2003, a copy of which is attached and incorporated by this reference;

2. LAST WILL AND TESTAMENT (Pour-Over Will) OF ADA M. ENGLISH dated January 6, 2003, a copy of which is attached and incorporated by this reference ("Will");

3. DECLARATION OF TRUST Named, THE ENGLISH FAMILY TRUST, Dated January 6, 2003, a copy of which is attached and incorporated by this reference ("Trust");

FIFTH, that the estate of said Decedent at the date of death consisted solely of the real property described above, which had an approximate market value of \$239,300.00;

SIXTH, that all obligations of the estate owing at the date of death of said Decedent, including all expenses of last sickness and for funeral services, have been paid, except for the following, which shall be paid in full upon the sale of decedent's real property:

1. An amount not exceeding \$57,800.00, payable to Washington Mutual Bank; secured by a deed of trust dated November 27, 1998; Land Title Company, Trustee; Northwest Trustee Services, Inc., Successor Trustee;
2. An amount not exceeding \$72,500.00, payable to Washington Mutual Bank; secured by a deed of trust recorded February 18, 2003; Land Title Company, Trustee;
3. \$5,574.26; claimed by Citibank (South Dakota), N.A.;
4. \$3,499.21, claimed by Citibank (South Dakota), N.A.;

SEVENTH, that in accordance with the Will and Trust, Robert M. English and Jesse L. Martin are the sole beneficiaries of the decedent;

EIGHTH, that Jesse L. English has executed an Irrevocable Disclaimer of his interest as a beneficiary, dated June 13, 2005, a copy of which is attached and incorporated by this reference;

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Skagit County Auditor

NINTH, that the following list comprises all of the heirs at law by whom the Decedent was survived:

Margery A. Hendricks	Legal Age
Donald C. Owens	Legal Age
Jesse L. Martin	Legal Age
Cynthia L. Rinnelle	Legal Age
Robert M. English	Legal Age

Dated this 24 day of May, 2007

Robert M. English
Robert M. English

STATE OF WASHINGTON)

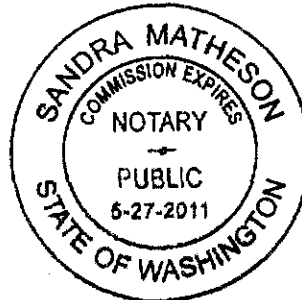
: ss

County of Skagit)

I certify that I know or have satisfactory evidence that Robert M. English is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 5-24-07

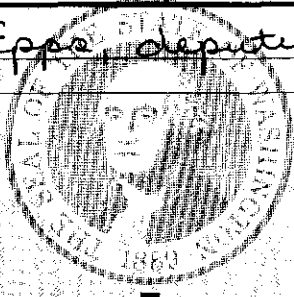
Sandra Matheson
Notary Public in and for the State
of Washington, residing at Skagit
My Commission Expires: 5-27-2011



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Skagit County Auditor

STATE OF WASHINGTON DEPARTMENT OF HEALTH

Local File Number 273-05		Washington State Certificate of Death		State File Number	
1. Legal Name (Include AKA's if any): First Ada Middle May LAST ENGLISH Suffix			2. Death Date Apr 4, 2005		
3. Sex (M/F) F	4a. Age - Last Birthday 72	4b. Under 1 Year Months 0 Days 0	4c. Under 1 Day Hours 0 Minutes 0	5. Skagit	6. County of Death Skagit
7. Birthdate 10/23/32		8a. Birthplace (City, Town, or County) Plainfield	8b. (State or Foreign Country) New Jersey	9. Decedent's Education HS Graduate	
10. Was Decedent of Hispanic Origin? (Yes or No) If yes, specify. No			11. Decedent's Race(s) Caucasian		12. Was Decedent ever in U.S. Armed Forces? No
13a. Residence: Number and Street (e.g., 824 SE 5 th St.) (Include Apt. No.) 1023 S 30th			13b. City or Town Mount Vernon		
13c. Residence: County Skagit	13d. Tribal Reservation Name (if applicable)	13e. State or Foreign Country Washington	13f. Zip Code + 4 98274-	13g. Inside City Limits? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
14. Estimated length of time at residence. By		15. Marital Status at Time of Death Widowed	16. Surviving Spouse's Name (Give name prior to first marriage)		
17. Usual Occupation (Indicate type of work done during most of working life. (DO NOT USE RETIRED). Customer Service			18. Kind of Business/Industry (Do not use Company Name) Sears		
19. Father's Name (First, Middle, Last, Suffix) James Fosbre			20. Mother's Name Before First Marriage (First, Middle, Last) Alice -u-		
21. Informant's Name Robert English		22. Relationship to Decedent Son	23. Mailing Address: Number and Street or RFD No. 1023 S 30th City or Town Mount Vernon State WA Zip 98274-		
24. Place of Death, if Death Occurred in a Hospital:			Place of Death, if Death Occurred Somewhere Other than a Hospital: Nursing Home		
25. Facility Name (if not a facility, give number & street or location) Mira Vista Care Center			26a. City, Town, or Location of Death Mount Vernon	26b. State WA	27. Zip Code 98274
28. Method of Disposition Cremation		29. Place of Final Disposition (Name of cemetery, crematory, other place) Hawthorne Memorial Park		30. Location-City/Town, and State Mount Vernon, Washington	
31. Name and Complete Address of Funeral Facility Hawthorne Funeral Home 1825 E. College Way Mount Vernon, WA 98273-0398					32. Date of Disposition April 6, 2005
33. Funeral Director Signature X <i>[Signature]</i>					
Cause of Death (See Instructions and examples)					
34. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Add additional lines if necessary.					
IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. aspiration pneumonia and			Interval between Onset & Death one week		
Due to (or as a consequence of):					
Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST b. recent myocardial infarction; known CAD			Interval between Onset & Death one week		
Due to (or as a consequence of):					
c.			Interval between Onset & Death		
Due to (or as a consequence of):					
d.			Interval between Onset & Death		
35. Other significant conditions contributing to death but not resulting in the underlying cause given above severe COPD, severe depression with anorexia, small cell lung CA, HTN, ASPUD, smoker			36. Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		37. Were autopsy findings available to complete the Cause of Death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
38. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		39. If female <input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Unknown if pregnant within the past year		40. Did tobacco use contribute to death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Probably <input type="checkbox"/> No <input type="checkbox"/> Unknown	
41. Date of Injury (mm/dd/yyyy)	42. Hour of Injury (24hrs)	43. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)		44. Injury at Work? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk	
45. Location of Injury: Number & Street: City or Town: County: State: Zip Code+4:			Apt. No.:		
46. Describe how injury occurred			47. If transportation injury, specify: <input type="checkbox"/> Driver/Operator <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Other (Specify)		
48a. Certifying Physician - To the best of my knowledge and belief, I certify that the cause and manner of death stated on this certificate are true and correct.			48b. Medical Examiner/Coroner - On the basis of examination and investigation, in my opinion, death occurred at the time, place, and manner stated on this certificate.		
X <i>[Signature]</i>			X		
49. Name and Address of Certifier - Physician, Medical Examiner or Coroner (Type or Print) Leslie Estep M.D. 2118 East Section, Mount Vernon, WA 98274			50. Hour of Death (24hrs) 0835		
51. Name and Title of Attending Physician (if other than Certifier) (Type or Print)			52. Date Signed (mm/dd/yyyy) 4/5/05		
53. Title of Certifier M.D.	54. License Number	55. ME/Coroner File Number		56. Was case referred to ME/Coroner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
57. Registrar Signature <i>[Signature]</i>			58. Date Received (mm/dd/yyyy) APR - 6 2005		
59. Amendments					



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Skagit County Auditor

Affidavit for Correction

Center for Health Statistics
P.O. Box 9709
Olympia, WA 98507-9709
(360) 236-4300

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)

4. Father's Full Name (For Birth): (Husband for Marriage or Dissolution) 5. Mother's Full Name (For Birth): (Wife for Marriage or Dissolution)

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:

All vital records are registered as received. An item may be changed by affidavit only once. Subsequent changes must be made by court order. The incorrect certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

All changes must be established by documentary proof submitted with the affidavit

Examples of documentary proof: Certificate of Naturalization Medical Record School Record
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

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.

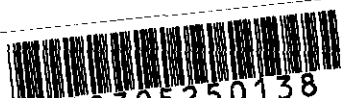
Marriage/Dissolution (Divorce) Certificates:

- 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.

DOH/CHS 023 (Rev. 9/2002)

CERTIFIED

APR 06 2005



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Skagit County Health Department
Howard Leibrand M.D., Health Officer

MM00418303

STATE OF WASHINGTON DEPARTMENT OF HEALTH



CERTIFICATE OF DEATH

689

LOCAL FILE NUMBER

146

STATE FILE NUMBER

1. NAME First: ROBERT Middle: MARION Last: ENGLISH				2. SEX (M / F) Male		3. DEATH DATE (Mo. Day, Yr) October 30, 1997	
4. AGE LAST BIRTHDAY (Yrs) 60		5. UNDER 1 YEAR MOS. DAYS		6. UNDER 1 DAY HOURS MINS		7. BIRTHDATE (Mo. Day, Yr) [REDACTED]	
8. BIRTHPLACE (City, State or Foreign Country) Saint Nicholas CA		9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) Yes		10. COUNTY OF DEATH Skagit			
11. CITY, TOWN OR LOCATION OF DEATH Mount Vernon,				12. PLACE OF DEATH—BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1 <input type="checkbox"/> HOME 2 <input type="checkbox"/> IN TRANSPORT 3 <input type="checkbox"/> EMERG. RM/OUT PTN 4 <input checked="" type="checkbox"/> HOSP 5 <input type="checkbox"/> NURS HOME 6 <input type="checkbox"/> OTHER PLACE Mount Vernon Care Center			
13. SMOKING IN LAST 15 YEARS? (Yes / No) Yes							
14. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify) Married		15. SURVIVING SPOUSE (if wife, give maiden name) Ada Fosbre		16. SOCIAL SECURITY NO. [REDACTED]		17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (9-12) 12 College (13-16 or 17+) 0	
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) Body and Fender Work		19. KIND OF BUSINESS OR INDUSTRY Automotive Repair		20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) (Yes / No) Specify No		21. RACE (Specify) White	
22. RESIDENCE—NUMBER AND STREET 1023 So. 30th Street		23. CITY/TOWN OR LOCATION Mount Vernon		24. INSIDE CITY LIMITS? (Yes / No) Yes		25. COUNTY Skagit	
26. LENGTH OF RES. IN CO. 10 yrs 0		27. STATE Washington		28. ZIP CODE 98273			
29. FATHER'S NAME—FIRST, MIDDLE, LAST Elvin English				30. MOTHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME Louise [REDACTED]			
31. INFORMANT—NAME Ada English				32. MAILING ADDRESS 1023 So. 30th St. Mount Vernon, WA 98273			
33. BURIAL CREMATION REMOVAL, OTHER (Specify) Cremation				34. DATE (Mo. Day, Yr) 10/31/97			
35. CEMETERY/CREMATORY—NAME Hawthorne Memorial Park				36. LOCATION—CITY/TOWN, STATE Mount Vernon, WA			
37. FUNERAL DIRECTOR SIGNATURE <i>[Signature]</i>				38. NAME OF FACILITY Hawthorne Funeral Home			
39. ADDRESS OF FACILITY 1825 East College Way Mount Vernon, WA 98273							
40. TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN				41. TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER			
42. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>[Signature]</i> M.D.				43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>[Signature]</i> X			
44. DATE SIGNED (Mo. Day, Yr) 10-31-97		45. HOUR OF DEATH (24 Hrs.) 1:20:00 PM		46. DATE SIGNED (Mo. Day, Yr)		47. HOUR OF DEATH (24 Hrs.)	
48. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) Paul D. Johnson, MD				49. PRONOUNCED DEAD (Mo., Day, Yr)		50. HOUR PRONOUNCED DEAD (24 Hrs.)	
51. NAME AND ADDRESS OF CERTIFIER—PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Roger Estep MD 2113 East Section Mount Vernon WA 98273				52. ME/CORONER FILE NUMBER NJA 373			
53. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH.							
IMMEDIATE CAUSE (Final disease or condition resulting in death):		A. Respiratory Failure				INTERVAL BETWEEN ONSET AND DEATH hours	
DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.		B. Emphysema				INTERVAL BETWEEN ONSET AND DEATH years	
		C.				INTERVAL BETWEEN ONSET AND DEATH	
		D.				INTERVAL BETWEEN ONSET AND DEATH	
54. OTHER SIGNIFICANT CONDITIONS—CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE				55. AUTOPSY? (Yes / No) No		56. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) Yes	
57. ACC. SUICIDE, HOM. UNDET. OR PENDING INVEST. (Specify)		58. INJURY DATE (Mo. Day, Yr)		59. HOUR OF INJURY (24 Hrs.)		60. DESCRIBE HOW INJURY OCCURRED	
61. INJURY AT WORK? (Yes / No)		62. PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE, BLDG, ETC. (Specify)		63. LOCATION—STREET OR RFD NO., CITY/TOWN, STATE			
64. RECORD AMENDMENT (Registrar use only)				65. REGISTRAR SIGNATURE <i>[Signature]</i>		66. DATE RECEIVED (Mo. Day, Yr.) 10-31-97	



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Date **OCT 31 1997**



[Signature]
Howard Leibrand M.D.
Health Officer

Signed *[Signature]*
(Skagit County Deputy Registrar)

DOH 01-003 (8/96)

USE BELOW FOR REQUESTING OFFICIAL CHANGES ONLY

ANY CHANGES MADE BELOW VOID THIS CERTIFICATE, A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.

NUMBER OF CERTIFICATES	FEE NUMBER	INITIALS	DATE	AFFIDAVIT NUMBER
STATE OFFICE USE ONLY			STATE OFFICE USE ONLY	
The record of Birth <input type="checkbox"/> Marriage <input type="checkbox"/> Death <input type="checkbox"/> Dissolution <input type="checkbox"/> with			1. STATE FILE NUMBER _____ for 4. PLACE OF EVENT (City and County) _____	
2. NAME _____			3. DATE OF EVENT _____	
5. FATHER'S FULL NAME (If Birth), HUSBAND (If Marriage/Dissolution) _____			6. MOTHER'S FULL MAIDEN NAME (If Birth), WIFE (If Marriage/Dissolution) _____	
THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS:				
THE RECORD NOW SHOWS:			THE TRUE FACT IS:	
7. _____			8. _____	
9. _____			10. _____	
11. _____			12. _____	
13. _____			14. _____	
I REPRESENT THE PERSON AS (E.G. SELF, PARENT, GUARDIAN, ETC.) SPECIFY				15. _____
PHONE NUMBER: _____				
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FORGOING IS TRUE AND CORRECT.				
16. SIGNATURE _____		17. DATE _____		18. ADDRESS _____

DCH 110-007 (Rev. 8/96)

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order. This certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

Birth Certificates

1. All changes must be established by documentary proof submitted with the affidavit.
2. Only a parent, legal guardian or the adult (18 or older) may change the birth certificate.
3. 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.
4. The proof(s) for names must be five (or more) years old, while proof(s) for dates, places, or ages must have been established within five years of birth.
5. Examples of documents of proof:

Baptismal Certificate	Marriage Record	School Record
Census Record	Medical Record	Voter's Registration Card
Hospital Records	Military Record (DD-214)	(if it bears an effective date)
Insurance Records	Your Child's Birth Record	Passport
6. Surname changes require a certified copy of a court ordered name change, except that minor spelling changes may be made with an affidavit and documentary proof.
7. Parent(s) may change their child's first or middle name with only their signature until the child's 18th birthday.
8. **This affidavit cannot be used to add a father to a birth certificate.**

Death Certificates

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
2. The medical information (cause of death) may be changed only by the attending physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

1. Personal fact (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person. See description of proofs in births above.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

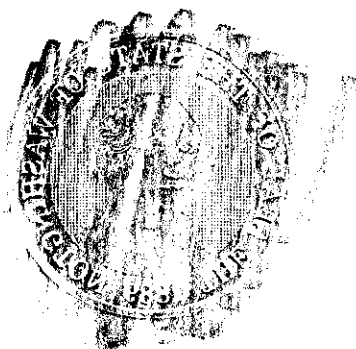
Please send the proof(s) and this form/certificate to:

Attn: Corrections
Center for Health Statistics
 1112 Quince Street South
 P.O. Box 9709
 Olympia, WA 98507-9709

This is a legal document.
Complete in ink and do not alter.



200705250138
 Skagit County Auditor



EE498590

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL DEED
AND TAX STATEMENTS TO:

ADA M. ENGLISH
1023 SOUTH 30TH STREET
MOUNT VERNON, WASHINGTON 98273

CLIENT'S COPY

WAC #458-61-375-(2i)

STATUTORY WARRANTY DEED

THE GRANTORS, **ADA M. ENGLISH**, for and in consideration of less than Ten Dollars (\$10.00) and other valuable consideration in hand paid, conveys and warrants to, **ADA M. ENGLISH**, Trustees, or their successor in trust, under **THE ENGLISH FAMILY TRUST, DATED: APR 16 2003**, GRANTEES, and any amendments thereto, the following described real property situated in the City of **MOUNT VERNON** County of **SKAGIT** State of **WASHINGTON**, and described as follows:

LOT 3 OF MOUNT VERNON SHORT PLAT NO. 4-95, APPROVED JULY 28, 1995, RECORDED JULY 28, 1995 IN VOLUME 12 OF SHORT PLATS, PAGES 7 AND 8, UNDER AUDITOR'S FILE NO. 9507280019, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES, AS SHOWN ON THE FACE OF THE SHORT PLAT.

And that they will and their heirs, executors and administrators shall warrant and forever defend the title thereto against all lawful claims and demands whatsoever except as set forth.

Account or Permanent Tax Parcel No.: **340421-3-038-0300**
P107741

More commonly known as **1023 SOUTH 30TH STREET, MOUNT VERNON, WASHINGTON 98273.**

Executed on Jan 4 2003 at Mount Vernon, **WASHINGTON.**

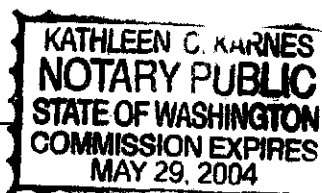
Ada English
ADA M. ENGLISH

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On Jan 4 2003 before me, Kathleen C. Karnes Notary Public, personally appeared **ADA M. ENGLISH** personally known to me OR [] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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

Signature _____



200705250138
Skagit County Auditor

**LAST WILL AND TESTAMENT
(Pour-Over Will)
OF
ADA M. ENGLISH**

I, ADA M. ENGLISH, residing in the County of SKAGIT, State of Washington, being of sound mind and memory, and not acting under duress or undue influence of any person whomsoever, hereby declare this to be my Last Will and Testament, and I do hereby revoke all other former Wills and Codicils to Wills heretofore made by me. My Social Security Number is 156-22-1694.

All reference made herein to "children or my children (including step-children)" refers to MARGERY A. HENDRICKS born NOVEMBER 30, 1953; DONALD C. OWENS born APRIL 21, 1955; JESSE L. MARTIN born SEPTEMBER 28, 1959; CYNTHIA L. RINNELLE born MARCH 7, 1961; and ROBERT M. ENGLISH born JANUARY 12, 1972.

DEBTS, TAXES AND ADMINISTRATION EXPENSES

I have provided for the payment of all my debts, expenses of administration of property wherever situated passing under this Will or otherwise, and estate, inheritance, transfer and succession taxes, other than any tax on a generation-skipping transfer that is not a liability of my Estate (including interest and penalties, if any) that become due by reason of my death, under THE ENGLISH FAMILY TRUST executed on even date herewith, (the "Living Trust"). If the Living Trust assets should be insufficient for these purposes, my Executor shall pay my unpaid items from the residue of my Estate passing under this Will, without any apportionment or reimbursement. In the alternative, my Executor may demand in a writing addressed to the Trustee of the Trust an amount necessary to pay all or part of these items, plus claims, pecuniary legacies and family allowances by court order.

PERSONAL AND HOUSEHOLD EFFECTS

It is my intent that all my personal and household effects were transferred to the Living Trust as a result of the Assignment contained in said Trust. If there are any questions regarding the ownership or disposition of these assets, it is my desire that such assets pour into the Living Trust, signed by me this date in accordance with the provisions of the section titled "Residue of Estate."

RESIDUE OF ESTATE

I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situated and whether acquired before or after the execution of this Will, to the Trustee under that certain Trust executed by me on the same date of the execution of this Will. The Trustee shall add the property bequeathed and devised by this item to the corpus of the above described Trust and shall hold, administer and distribute said property in accordance with the provisions of said Trust, including any amendments thereto made before my death.



If for any reason the said Trust shall not be in existence at the time of my death, or if for any reason a court of competent jurisdiction shall declare the foregoing testamentary disposition to the Trustee under said Trust as it exists at the time of my death to be invalid, then I give all my Estate including the residue and remainder thereof to that person who would have been the Trustee under the Trust, as Trustee, and to their substitutes and successors under the Trust, described herein above, to be held, managed, invested, reinvested and distributed by the Trustee upon the terms and conditions pertaining to the period beginning with the date of my death as are constituted in the Trust as at present constituted giving effect to amendments, if any, hereafter made and for that purpose I do hereby incorporate such Trust by reference into this my Will.

EXECUTOR

I hereby nominate and appoint as my Executor of this Last Will and Testament to serve without bond the person(s) as stated below. In the event the first named Executor shall predecease me, or is unable or unwilling to act as my Executor for any reason whatsoever, then and in that event I hereby nominate and appoint the following to serve without bond as my Independent Executor.

(Please Initial Option E1 or E2)

1. ROBERT M. ENGLISH
2. JESSE L. MARTIN
3. CYNTHIA L. RINNELLE
- 4.
- 5.

please initial

(E1)

RE

THE ABOVE-NAMED PARTIES SHALL SERVE SEPARATELY AS EXECUTOR, IN THE ORDER SET FORTH.

OR

please initial

(E2)

THE ABOVE-NAMED PARTIES (OR THE SURVIVORS OF THEM) SHALL SERVE JOINTLY AS CO-EXECUTORS.

Whenever the word "Executor" or any modifying or substituted pronoun therefore is used in this my Will, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers, duties, authority, and responsibility conferred upon the Executor originally named herein.



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EXECUTOR POWERS

By way of illustration and not of limitation and in addition to any inherent, implied or statutory powers granted to executors generally, my Executor is specifically authorized and empowered with respect to any property, real or personal, at any time held under any provision of this my Will: To allot, allocate between principal and income, assign, borrow, buy, care for, collect, compromise claims, contract with respect to, continue any business of mine, convey, convert, deal with, dispose of, enter into, exchange, hold, improve, incorporate any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect thereto, take possession of, pledge, receive, release, repair, sell, sue for, make distributions in cash or in kind or in part in each without regard to the income-tax basis of such asset and in general, exercise all of the powers in the management of my Estate which any individual could exercise in the management of similar property owned in its own right upon such terms and conditions as to my Executor may seem best, and execute and deliver any and all instruments and do all acts which my Executor may deem proper or necessary to carry out the purpose of this my Will, without being limited in any way by the specific grants or power made, and without the necessity of a court order. My Executor shall have absolute discretion, but shall not be required, to make adjustments in the rights of any Beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Executor believes has had the effect, directly or indirectly, of preferring one Beneficiary or group of Beneficiaries over others. In determining the Federal Estate and Income Tax liabilities of my Estate, my Executor shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my Estate shall be used as Federal Estate Tax deductions or as Federal Income Tax deductions and shall have the discretion to file a joint income tax return with my spouse.

DISINHERITANCE

Except as otherwise provided in this Will, I have, with full knowledge intentionally omitted to provide for MARGERY A. HENDRICKS, DONALD C. OWENS, and CYNTHIA L. RINNELLE. Furthermore, except as provided herein, I have intentionally omitted to provide for any of my heirs living at the date of my death.

SPECIFIC OMISSIONS

I have intentionally omitted all persons and entities from this, my Last Will and Testament, except those persons and entities specifically named herein. If any person or entity shall challenge any term or condition of this Will, or of the Living Trust to which I have made reference in the sections "Household and Personal Effects" and "Residue of Estate," then, that person or entity shall be considered to have predeceased me and not be in existence at the time of my death.



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GUARDIAN FOR MINOR CHILDREN

In the event that a guardian of the person and or estate should be necessary for any minor child of mine, I nominate:

Address:

If no guardian is nominated, it is presumed there are no minor children.

In the event the above-named person is unwilling or unable to serve in the above capacity for any reason, I nominate:

Address:

If no guardian is nominated, it is presumed there are no minor children.

INVALIDITY

If any provision of this Will is deemed unenforceable, the remaining provisions shall remain in full force and effect.

BOND

My signature means a bond is not required for any person named as executor.

Ada English
ADA M. ENGLISH

Notice: You must sign this Will in the presence of two (2) adult witnesses. The witnesses must sign their names in your presence and in each other's presence. You must first read to them the following two sentences:

THIS IS MY WILL. I ASK THE PERSONS WHO SIGN BELOW TO BE MY WITNESSES.

SIGNED ON

June 6, 03
(date)

AT

North Bend, Wa
(city)

Ada English
ADA M. ENGLISH



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NOTICE TO WITNESSES:

Two (2) adults must sign as witnesses. Each witness must read the following clause before signing. The witnesses can not receive assets under this Will.

Each of us declares under penalty of perjury under the laws of the State of Washington that the following is true and correct:

- a) On the date written below the maker of this Will declared to us that this instrument was the maker's Will and requested us to act as witnesses to it;
- b) We understand this is the maker's Will;
- c) The maker signed this Will in our presence, all of us being present at the same time;
- d) We, now, at the maker's request, and in the maker's and each other's presence, sign as witnesses;
- e) We believe the maker is of sound mind and memory;
- f) We believe that this Will was not procured by duress, menace, fraud or undue influence;
- g) The maker is age 18 or older;
- h) Each of us is now age 18 or older, is a competent witness, and resides at the address set forth after his or her name.

WITNESS OUR HANDS this 6 day of Jan 20 03.

Signature of Witness

Signature of Witness

Print Name

Print Name

Residence Address

Residence Address

City, State & Zip

City, State & Zip



WITNESS DECLARATIONS

We, the witnesses, sign our names to this instrument, and do hereby declare that the Testator willingly signed and executed this instrument as the Testator's last will. Each of us, in the presence of this Testator, and in the presence of each other, hereby sign this will as witness to the Testator's signing. To the best of our knowledge, the Testator is of age of majority or otherwise legally empowered to make a will, is mentally competent, and under no constraint or undue influence. We declare under penalty of perjury, that the foregoing is true and correct, this 6, day of Jan 03.

Witness #1: Jerry M. Dicks

Residing at: 1120 S. 25th #17 NW VERNON, WA

Witness #2: Timothy E. Egan

Residing at: 15535 NE Glisan St #3 Portland

NOTARY PUBLIC

STATE OF WASHINGTON

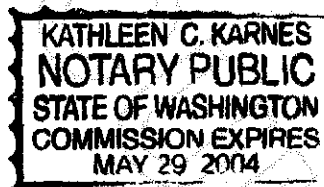
COUNTY OF Skagit

)ss.

On Jan 6 03 before me Kathleen C. Karnes, a notary public in and for the State of Washington, personally appeared Terrie Nichols, and Timothy E. Egan (personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

Signature [Signature]



(this area for official notarial stamp)



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DECLARATION OF TRUST

OVERVIEW OF PERTINENT INFORMATION

I. Initial Settlor(s) and Trustee(s):

A. ADA M. ENGLISH

II. Successor Trustee(s):

In the event of death or incapacitation of the above-named Trustee(s), the below named individuals are appointed to serve in line of succession as Successor Trustee(s), as specified in the Trust agreement.

- A. ROBERT M. ENGLISH**
- B. JESSE L. MARTIN**
- C. CYNTHIA L. RINNELLE**
- D.**
- E.**

III. Trust Property

Initial corpus of all assets listed on Schedule A.



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DECLARATION OF TRUST

Named,

THE ENGLISH FAMILY TRUST

Dated: Jan 6. 03

I, **ADA M. ENGLISH**, Social Security Number [REDACTED] acting as Settlor and Trustee declare that I have set aside all property described in Schedule "A" in addition to any Addendum to Schedule "A" attached to this instrument.

THE PRIMARY BENEFICIARY of this Trust estate is the Settlor as named above.

THE EFFECTIVE DATE of this Trust agreement shall be the date that I sign this instrument.

I. GENERAL PURPOSE AND FACT

A. **PURPOSE:** This Trust was created to hold the Settlor's combined estate and provide continuity of management of the estate, both during the Settlor's lifetime and upon the Settlor's death and to avoid probate of the estate. During the life of the Settlor, all trust benefits shall accrue to the Settlor. At the death of the Settlor, any property remaining outside the Trust may pass to the Trust estate through provisions of the deceased Settlor's Last Will and Testament (Pour-Over Will). After the death of the Settlor, all trust benefits shall pass to the beneficiaries as provided herein.

B. **THIS TRUST IS REVOCABLE AND AMENDABLE** by the Settlor as provided under the terms of this agreement.

C. **BENEFICIAL INTEREST:** The Settlor has intentionally omitted naming any successor beneficiaries of this Trust agreement except those that are named herein. There shall be no other beneficiaries unless the Settlor dies without any living descendants.

II. TRUST PROPERTY

A. **THE TRUST ESTATE:** All property subject to this agreement of any trust created hereunder from time to time, including the property listed in Schedule "A," is referred to as the Trust estate and shall be held, administered and distributed according to this instrument.

B. **ADDITIONAL PROPERTY:** Additional property acceptable to the Trustee may be added to the Trust at any time by the Settlor, either during his/her lifetime or at death, or by other entity, person or persons by gift, grant, conveyance, assignment or Will. Any additional property may be listed and briefly described on an Addendum to Schedule "A," and attached and made a part of this agreement.



1. **EMPLOYEE BENEFIT PLANS:** The Trustee may be named the beneficiary of any employee benefit plan in which the Settlor has an interest. The Trustee shall evaluate the facts and circumstances respecting beneficiary needs, tax consequences, investment strategies and other options that may be available, and determine in his sole discretion how best to receive payment of such employee plan benefits.

2. **LIFE INSURANCE:** The Trustee may be named as the beneficiary of death benefits from life insurance policies, subject to the following terms:

a) The Trustee shall not be obligated to pay premiums or charges on any policy not owned by the Trust.

b) The Trustee shall not be responsible for acts or omissions of the policy owners concerning such policies, nor shall he be required to keep anyone informed respecting such policies.

c) The owner of any policy not owned by the Trust shall reserve all rights of ownership as conferred by the terms of the policy, including the right to change beneficiaries.

III. ORIGINAL TRUSTEES

A. THE TRUSTEES shall serve with all powers, authority and obligations as provided in this Trust agreement, and must act jointly in conducting the business of this Trust and, unless specifically restricted, all trusts created hereunder.

B. UPON THE DEATH, RESIGNATION OR INCAPACITATION of an Original Trustee or Co-Trustee, the surviving or competent Trustee shall act as sole Trustee but may appoint, without the approval of any court, the First Successor Trustee nominated hereunder as Co-Trustee. If, for any reason, both original Co-Trustees cease simultaneously to serve as Trustees, the First Successor Trustee nominated herein shall immediately and without court approval become Trustee of this Trust and all trusts created hereunder, and shall be empowered with all power as provided herein.



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C. THE FIRST SUCCESSOR TRUSTEE, serving as a sole Trustee, shall have authority to appoint the Second Successor Trustee as a full Co-Trustee. If, for any reason, a First Successor Trustee ceases to serve as Trustee, the next Successor Trustee nominated herein shall, without court approval, serve as Trustee hereunder.

1. THE SUCCESSOR TRUSTEE(S) ARE AS PER MY/OUR WISHES.

(Please Initial Option b OR c)

- a) 1. **ROBERT M. ENGLISH**
2. **JESSE L. MARTIN**
3. **CYNTHIA L. RINNELLE**
4.
5.

b) 
please initial

THE ABOVE-NAMED PARTIES SHALL SERVE SEPARATELY AS SUCCESSOR TRUSTEE, IN THE ORDER SET FORTH.

OR

c) _____
please initial

THE ABOVE-NAMED PARTIES (OR THE SURVIVORS OF THEM) SHALL SERVE JOINTLY AS CO-TRUSTEES.

D. RESIGNATION OF TRUSTEE: A Trustee may resign at any time by submitting a notice of resignation to the Settlor or to a Co-Trustee or Successor Trustee, in that order. A resigning Trustee shall be obligated to continue serving as Trustee the lesser of thirty (30) days or until a Successor Trustee takes office, and shall execute all documents and actions necessary to vest title to the Trust estate in the Successor Trustee without court accounting.

E. POWER TO APPOINT A SUCCESSOR TRUSTEE: If at any time the Trust or trusts created herein has only one remaining Trustee and no designated Successor Trustee, that remaining Trustee shall have absolute and discretionary power to appoint a Co-Trustee or Successor Trustee from among the adult and legally competent descendants of the Settlor, or from among the adult and legally competent spouses of such descendants. If, in the opinion of the Trustee, there is no individual qualified for such appointment, said Trustee may select a bank trust department to act as Co-Trustee or a Successor Trustee.

F. ACCOUNTABILITY RESPECTING SUCCESSION: No Successor Trustee shall bear responsibility for acts or omissions of any prior Trustee or have a duty to audit the accounts or activities of such Trustee unless requested to do so by the Settlor or persons having at least a Thirty Percent (30%) beneficial interest in the Trust estate. Such request for audit or any claim against a previous Trustee must be made in writing within one (1) year after the Successor Trustee takes office. In the event of discovery of any wrongdoing, the existing Trustee shall, in his sole discretion, determine and take whatever action he deems appropriate or necessary.



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G. VACANCY IN TRUSTEESHIP: In the event that all of the named trustees and successors shall die, resign, or become incapacitated, and in the event that the right to appoint or designate a successor trustee is not exercised by the co-trustors or by the surviving co-trustor, as provided according to the terms of the Trust Agreement, then, and in that event the Successor Trustee shall be chosen by a majority in interest of the then living beneficiaries with a parent or guardian voting for each minor beneficiary.

H. TERM OF OFFICE: A Trustee may serve until death or resignation as provided herein.

I. BONDS: No Trustee shall be required to post a bond or a security for performance of duties while Trustee.

IV. DISTRIBUTION OF EARNINGS AND PRINCIPAL

A. EARNINGS: The Trustee shall hold, manage, invest and reinvest the Trust estate and collect all income therefrom. He shall, upon written demand signed by the Settlor, pay to the Settlor any and all net earnings of the Trust estate. If such net income is not demanded and paid during or at the end of each calendar year, the Trustee shall treat the unpaid earnings as part of the Trust estate.

B. PRINCIPAL: Upon written demand signed by the Settlor, the Trustee shall pay principal to the Settlor, as demanded, up to the whole principal amount.

V. REVOCATION AND AMENDMENT

A. REVOCATION: The Settlor may revoke any portion of this Trust at any time by delivering a signed statement of revocation to the Trustees.

B. AMENDMENT: The Settlor may at any time amend any portion of this Trust by adding provisions hereto or by altering or deleting provisions contained herein, and delivering a signed statement of amendment to the Trustee. Such statement shall be attached to and made a part of this Trust agreement.

C. INCAPACITY: If a Settlor becomes incapacitated, no person including his or her legal guardian, conservator, court appointed conservator, or one holding his or her Durable Power of Attorney shall have any power or authority to revoke or amend this Trust.

VI. DISTRIBUTIONS TO SUCCESSOR BENEFICIARIES

A. SUCCESSOR BENEFICIARIES: Upon the death of the Settlor, the Settlor's children (or other persons) named below shall become the Successor Beneficiaries of the Trust estate, and the Trustee shall distribute the Trust estate (now held in the Successor Beneficiaries' Trust) to these persons or their issue as hereinafter provided.



1. **ASSIGNMENT OF PERSONAL EFFECTS:** Prior to making any allocation of the Trust estate, upon Trustors death, the Trustee shall distribute the personal effects of the deceased Trustor as he or she may direct by a separate written statement or Assignment of Personal Effects, Furniture and Furnishings, prepared and signed by the deceased Trustor for that purpose to those persons specifically named therein.

The term "Personal Effects" shall mean all family assets which the Trustee holds for the Trustor at his or her death of a personal or household nature, such as clothing, jewelry, furniture, glassware, silver, works of art, pets, cameras, appliances, consumer electronic items, motor vehicles and collections. That term does not include intangible personal property, such as stocks, bonds, notes or other similar interests. In the absence of such written instrument, personal effects shall be part of the remaining assets of the Trust estate and distributed in accordance with the provisions of this Trust and specifications of Schedule B.

2. **SUCCESSOR BENEFICIARIES:** Upon the death of the Settlor, the persons herein named as Successor Beneficiaries shall receive the following:

ROBERT M. ENGLISH	95%
JESSE L. MARTIN	5%

3. **TRUST FOR PERSONS UNDER THE AGE OF 25** - Notwithstanding any other provision of this trust, if any beneficiary entitled to outright distribution of a trust or of a portion of a trust is under the age of Twenty-Five (25), the trustee shall hold and administer the beneficiary's portion of the trust estate for his or her benefit. The trustee shall pay to or apply for the benefit of the beneficiary as much of the trust income and principal as the trustee considers necessary for the beneficiary's proper health, education, support, and maintenance after considering any other income or resources of the beneficiary known to the trustee. When the beneficiary reaches the age of Twenty-Five (25), the trustee shall distribute to the beneficiary 100% of the remaining principal (including any accrued interest) of the beneficiary's trust as then constituted.

4. **DISINHERITANCE-** The Settlor hereby affirms that he/she has made no provision for MARGERY A. HENDRICKS, DONALD C. OWENS, and CYNTHIA L. RINNELLE, as it is his/her intent that he/she take nothing from the Trust Estate, and is/are therefore omitted for all purposes.



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B. BENEFICIARIES WHO PREDECEASE DISTRIBUTION:

The alternative marked (X) will control.

	If any beneficiary predeceases the distribution of the Trust estate, in part or whole, then each deceased beneficiary's respective share shall go equally to his/her issue, per stirpes. If a beneficiary has no issue, then that deceased person's share shall pass to the other surviving beneficiaries in equal shares.
(X)	If any beneficiary is deceased prior to distribution, the deceased beneficiary's share shall pass to the surviving beneficiaries equally.
(X)	See "SPECIAL INSTRUCTIONS" below.

C. GIFTS PRIOR TO DISTRIBUTION: None

D. SPECIAL INSTRUCTIONS:

1. Notwithstanding any other provision, if ROBERT M. ENGLISH does not survive the Settlor, or fails to survive the distribution of the Trust estate, then the share of such deceased beneficiary shall be distributed to TABITHA M. ENGLISH. Notwithstanding Article VI., Section A., Number 3., if TABITHA M. ENGLISH is under the age of Twenty-One (21), her mother, BEKKI COX, as Trustee, shall hold and administer the beneficiary's portion of the Trust estate for her benefit. When the beneficiary reaches the age of Twenty-One (21), said Trustee shall distribute to the beneficiary 100% of the remaining principal (including any accrued interest) of the beneficiary's trust as then constituted.

2. NO CONTEST - A contestant shall be considered to have predeceased the Settlor and not be in existence at the time of the Settlor's death. For purposes of this instrument, "contestant" means any person other than the Settlor who, directly or indirectly, voluntarily participates in any proceeding or action in which such person seeks to void, nullify, or set aside (1) any provision of this instrument; (2) any provision of the Settlor's will that gives property to the Trustee of any trust under this instrument; or (3) any amendment of this instrument or codicil of the Settlor's will.

The Trustee is authorized to defend, at the expense of the Trust estate, any contest or other attack of any nature on this Trust or any of its provisions or amendments.

E. GUIDELINES FOR DIVIDING TRUST ESTATE FOR SUCCESSOR BENEFICIARIES:

The Trustee shall have all power as he deems just and appropriate, and his decision shall be binding and final. It is understood that a Successor Trustee may also be a Successor Beneficiary, entitled to a share of the Trust estate. The following subparagraphs are guidelines from the Settlor, not directives, in respect to dividing the Trust estate.

1. ASSET LIQUIDITY: The Settlor intends that the Trust estate, on the share date, shall be free of all encumbrances except for possible mortgages and/or Trust Deeds on real estate, and that all



investments other than real estate be of a nature that can be properly valued, easily liquidated and/or physically divided.

2. **REAL ESTATE HOLDINGS:** If, at the death of the surviving Settlor, the Trust estate still holds real estate, the Trustee is herein encouraged to consult with all Successor Beneficiaries to ascertain their respective desire to own such property for investment or personal use. However, if the Trustee, in his sole and absolute discretion, deems that it is not possible to divide the Trust estate in a fair manner, he shall liquidate the real property and distribute the net proceeds as set forth in this instrument.

3. **MANAGEMENT OF BENEFICIAL SHARES:** The Trustee may distribute trust principal or earnings to or for the direct benefit of a Successor Beneficiary from said Successor Beneficiary's respective beneficial share, up to the whole amount of such share, as the Trustee deems in his sole discretion to be necessary for the health, education, support and maintenance of the respective Successor Beneficiary.

4. **STATEMENT OF ACCOUNTS:** While managing any such beneficial share, the Trustee shall provide an annual statement of accounts to each respective Successor Beneficiary regarding his or her beneficial share of the Trust principal and income.

5. **SPENDTHRIFT CLAUSE:** No beneficiary of this or any trust hereunder shall alienate, encumber or hypothecate his or her interest in the principal or income of such trust in any manner, and to the fullest extent of the law the interests of any beneficiary shall not be subject to the claims of his or her creditors or be liable to attachment, execution or other process of law.

VII. POWERS OF TRUSTEE

A. **POWERS:** The Trustee shall have the following powers, duties and discretion in addition to all common law and statutory authority with regard to property held in this Trust or any trust created hereunder, except as specifically restricted elsewhere in this Trust agreement.

1. **ACCEPTANCE AND RETENTION:** The Trustee shall have power to accept and retain, without liability or loss or depreciation, the original trust corpus and all other property thereafter transferred, devised or bequeathed to this Trust, whether or not such property is of a character considered suitable for a trust investment.

2. **GENERAL PROPERTY:** The Trustee shall have power to do all acts and exercise all rights and privileges in the management of Trust property, whether real or personal or mixed, as if he or she was the absolute owner hereof, including, but without limitation herein, the right to control, manage, sell, convey, exchange, trade, partition, divide, subdivide, assign, improve, repair, rent, lease, grant options, abandon, create restrictions, grant easements, arbitrate, adjust claims, defend actions, institute actions, compromise actions, buy insurance or conduct any and all business respecting Trust property, as the Trustee deems, in his sole discretion advisable. In so doing, the Trustee may rent, lease, sell, convey or option property on terms that may extend beyond the duration of the Trust, and



may receive payment for such in cash or in kind. Further, the Trustee may sell Trust property at public or private sale without approval of any court, and on such terms and to such persons, including Trustees or Trust Beneficiaries or any firm with which a Trustee or beneficiary is associated, as the Trustee deems proper and advisable, and without liability upon any person dealing with the Trustee to see to the application of any money or other property delivered to them.

3. LOCATION OF ASSETS: The Trustee shall have power to keep the whole or any part of the Trust estate in the jurisdiction where the Trustee is located from time to time, or in any other jurisdiction deemed acceptable to the Trustee.

4. SECURITIES: a) The Trustee shall have the rights and privileges to acquire, own and otherwise manage securities, b) In that capacity, the Trustee shall have all the rights, powers and privileges of an owner of the securities held in trust, including, but not limited to, the powers to:

1) Vote, give proxies and pay assessments; 2) Participate in voting trusts and pooling agreements and enter into shareholders agreements, including, but not limited to, buy-sell agreements and close corporation and S corporation shareholders' agreements; 3) Consent to foreclosures, reorganizations, consolidations, mergers and liquidations; 4) Deposit securities with and transfer title to any protective or other committee on any terms that the Trustee, in the Trustee's discretion considers advisable; and 5) Exercise or sell stock subscription or conversion rights.

c) The Trustee may, in the Trustee's discretion, hold stocks and other securities in the Trustee's name as Trustee under this Trust, in a nominee's name, or in the name of the broker who handled the asset purchase (what is commonly called "street name"). The Trustee may also, in the Trustee's discretion, hold unregistered securities in "bearer" form, which enables ownership of the shares to pass by delivery.

5. BANK ACCOUNTS: The Trustee shall have power to open and maintain one or more savings accounts, checking accounts or current accounts with any bank, savings institution or thrift, wherever located, and may deposit to such accounts all or any part of the Trust estate, whether or not such funds may earn interest, and may authorize withdrawal therefrom by check or other instrument or by such person or persons as the Trustee may from time to time authorize.

6. ALLOCATING PRINCIPAL AND INCOME: The Trustee shall have power to determine principal and income, and how receipts and disbursements, including fees to the Trustee, shall be allocated between principal and income. The decisions of the Trustee shall be binding on all persons holding a beneficial interest in the Trust estate. Notwithstanding the foregoing, the Trustee shall allocate capital gains to principal, shall have authority to add accumulated income to principal as deemed appropriate, and shall have authority to charge income with a reasonable reserve for depreciation, property improvements, repairs on income producing property, and depletion of natural resources as may from time to time be deemed advisable by the Trustee. The Trustee may also set aside and keep on hand whatever cash reserves deemed appropriate for expenses, emergencies and compensation for Trustee services.



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7. **BORROWING AND ENCUMBERING:** The Trustee shall have power to borrow money for any trust purpose upon such terms and conditions as the Trustee, in his sole discretion, deems proper, and to obligate the Trust estate and encumber Trust property as the Trustee deems advisable. Further, the Trustee is authorized and empowered to obligate the Trust estate in whatever form the Trustee deems appropriate, and to act as a third party guarantor to guarantee private borrowing of the Settlor, during his/her respective lifetime.

8. **DISTRIBUTIONS:** The Trustee shall have power to distribute principal and earnings, in cash or in kind, to any beneficiary in such manner as prescribed herein or lacking directives herein, as the Trustee, in his discretion, deems advisable.

a) If the beneficiary is a minor or incompetent, or a person whom the Trustee deems unable to properly manage such distributions, the Trustee may make such distributions in any one or a combination of the following ways: 1) directly to the beneficiary; 2) to a guardian, conservator or fiduciary responsible for the beneficiary and his or her estate; 3) to any person or organization furnishing support for the beneficiary; and 4) by the Trustee retaining principal and making payments directly for the support of the beneficiary. In any case, the Trustee shall not be required to see to the application of any funds so paid or applied if disbursed in the good faith and the best judgment of the Trustee. The Trustee may, however, in his sole discretion, require an accounting to assure that such distributions have been faithfully applied to the benefit of said beneficiary.

9. **FUNERAL EXPENSES:** The Trustee shall have power to pay for the last illness, funeral and burial expenses of the Settlor or of any beneficiary unless adequately provided for through his or her probate estate.

10. **NOTIFICATION TO TRUSTEE:** The Trustee shall have power to make decisions affecting beneficiary rights and/or distributions based upon written notification delivered to the Trustee of any date, birth, marriage, death or event. The Trustee shall bear no liability for acts made or omitted in good faith, when based upon information received.

11. **EVALUATION OF ASSETS:** The Trustee shall have power to make a valuation of trust assets from time to time and determine the value of any distribution. Such valuations shall be in the best judgment of the Trustee, and shall be binding and conclusive upon all beneficiaries.

12. **DIVISION OF ASSETS:** The Trustee shall have power to divide the Trust estate and to allocate portions to trusts created hereunder, and to create beneficial shares and make distributions to beneficiaries. The Trust may make such allocations or distributions in cash or kind, or in part cash and part kind, or in undivided interests, in such manner as the Trustee in his sole and absolute discretion deems advisable. Further, the Trustee may sell such property as he deems necessary or appropriate when making such divisions.

a) **CONSOLIDATED TRUST FUNDS:** The Trustee shall not be required to make physical division of the Trust property, except if necessary for distribution, but may maintain and hold assets of any separate trust or any beneficial share in one or more consolidated trust funds, with such entries made



on the Trustees books of account. Each separate trust or share shall be entitled to its proportional share of principal and income from such consolidated funds, and shall be charged with its respective portion of expenses.

13. **USE OF THE PRINCIPAL RESIDENCE:** Upon the death of the Settlor, the principal residence or home of the Settlor may, at the discretion of the Trustee, be retained in the Trust estate for use by one or more Successor Beneficiaries, or their children, or it may be sold to any qualified buyer, or rented to a third party. It is understood, however, that a beneficial interest in the home may for a period of time be held by the Trustee for one or more Successor Beneficiaries who may or may not be living in the home, and that any such home or interests therein that is retained by the Trustee shall be part of the principal of the Trust estate or trusts created hereunder. All taxes, insurance, maintenance and expenses concerning such home shall be paid from the respective Trust estate(s).

14. **POWER TO PROBATE TRUST ASSETS:** Notwithstanding other provisions of the Trust agreement, the Trustee shall have sole discretion, if he deems it in the best interest of the beneficiaries, to direct the Executor of the Will of the Settlor to subject all or part of the Trust estate to the jurisdiction of the Probate Court.

15. **ESTATE TAXES:** The Trustee, upon the death of the Settlor or of any Successor Beneficiary, may pay at his discretion from the Trust estate any inheritance, estate, succession or other death taxes, duties, charges or assessments and costs, including Trustees compensation and attorney's fees, unless other provisions have been made for such expenditures.

16. **PURCHASE OF PROBATED PROPERTY:** The Trustee at his discretion may purchase, for cash or whatever terms he deems acceptable, any property from the Executor or Administrator of the estate of any beneficiary of this Trust, even though such property may not be of a character prescribed by law or normally considered prudent for trust investment.

17. **TAX PLANNING:** The Trustee, in the performance of his responsibilities herein, shall have absolute discretion to take any action or make any election or decision in his efforts to minimize the estate tax liabilities of the Settlor's estate, the income tax liability on the Trust estate or any trusts created hereunder, and the tax liability of any beneficiary or group of beneficiaries.

18. **BUDGET:** The Trustee shall have power to create budgets for the Trust or any trust created hereunder, and for any beneficial share, and may estimate annual income and expenses in an effort to project availability of funds for advances and/or distributions to beneficiaries.

19. **LITIGATION:** The Trustee, at his sole discretion, may initiate or defend any legal action with respect to the Trust estate, and is authorized to pay for such legal fees and expenses out of the Trust estate.

20. **MAY COMPROMISE CLAIMS:** The Trustee may, at his discretion, adjust, compromise or settle any claims or litigation against or in favor of the Trust.



21. **POWER TO MARGIN ACCOUNTS:** The Trustee also shall have the power to establish margin accounts; and to buy or sell options, puts and calls.

22. **POWER TO HIRE AN INVESTMENT COUNSELOR:** The Trustee shall also have the power to hire an investment counselor.

23. **TRUSTEE COMPENSATION:** Without prior court order, the trustee may pay himself/herself reasonable compensation for services rendered to the trust estate as trustee and reimburse himself/herself for any expenses of the trust estate that he/she has paid.

24. **MULTIPLE SUCCESSOR TRUSTEES MUST ACT TOGETHER:** When there is more than one Successor Trustee serving, the multiple Trustees must unanimously agree in order to act. If the Trustors are serving as Trustee this provision does not apply.

25. **FACILITY OF PAYMENT - MINORS AND INCAPACITY EXPENDITURES OF GUARDIAN:** If at any time or from time to time any beneficiary entitled to receive income or principal hereunder shall be a minor or an incompetent, the Trustee may make any such payments in his discretion, in any one or more of the following ways:

- a) Directly to such beneficiary by direct payment deposit into a savings account in the name of the beneficiary or an adult agent of the beneficiary, or by delivering to such person securities or other properties selected by the Trustee;
- b) To the natural guardian, or the legally appointed guardian, conservator, custodian or other fiduciary of the person or estate of such beneficiary;
- c) To any person or organization furnishing health, support, maintenance, or education of such beneficiary; or
- d) By himself making expenditures directly for the health, education, support or maintenance of such beneficiary.

The Trustee shall not be required to see to the application of any funds so paid or applied and receipt by such payee shall be full acquittance of the Trustee. The decision of the Trustee as to direct payments or application of funds shall be conclusive and binding upon all parties in interest.

The guardian of any minor beneficiary (other than a guardian who is a parent of such minor beneficiary and who is financially able) is not to incur personal expense in the support and maintenance of such beneficiary. The Trustee is therefore authorized to disburse funds from such beneficiary's share of the Trust estate for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary.

The Trustee shall construe his authority liberally to permit payments reasonably necessary to ease the financial burden on such guardian of a person of any minor beneficiary or other suitable



individual with whom such beneficiary resides, and on such guardian's family, resulting from such beneficiary's presence in such guardian's household.

VIII. INCAPACITY OF TRUSTEE

A. **ORIGINAL TRUSTEE OR CO-TRUSTEES:** In the event that one or both of the Original Trustees is deemed, by other Co-Trustee and/or a party or parties having a present or future beneficial interest of at least Sixty Percent (60%) of the Trust estate, to be mentally incapable of continuing in a fiduciary capacity, the discerning parties shall suggest that one or both of the original Co-Trustees resign and be replaced by the First Successor Trustee.

1. **COMMITTEE ACTION:** If the above suggestion is refused, each Trustee deemed incapable shall be reviewed by a separate committee consisting of two non-prejudiced licensed physicians. If both of the respective committee members agrees that the Trustee is mentally incapable of continuing in a fiduciary capacity, said mentally incapable Trustee herein agrees to resign. Further, said resigned Trustee herein agrees that, while judged as mentally incapable, any directive he or she may make in the capacity of Settlor shall not be conclusive or binding upon the Trust estate or any Trustee, and he or she, while judged as mentally incapable, shall have no power to unilaterally revoke or amend this Trust or any Trust created hereunder.

IX. SPECIAL NEEDS PROVISIONS

A. **Distribution to** _____ **herein referred to as "The Beneficiary."** The share allocated to The Beneficiary, shall be retained in trust and administered pursuant to the following provisions:

(1) **Background.** The Beneficiary suffers from a disability which substantially impairs his/her ability to provide for his/her own care and custody and which constitutes a substantial handicap. It is the Settlor's intent in establishing this Trust that it continue in existence as a supplemental (and emergency) fund to public assistance for The Beneficiary throughout his/her life. Currently, there exist basic living needs and special equipment which public benefit programs for the disabled may not provide. It is vitally important that The Beneficiary be eligible to receive these services in order to maintain a level of human dignity and humane care. If this Trust were to be invaded by creditors, subjected to any liens or encumbrances, so as to cause The Beneficiary to be ineligible for public benefits, it is likely that the Trust corpus would be depleted prior to The Beneficiary's death, especially since the cost of care for disabled persons (not including any emergency needs) is high. In this event, there would be no coverage for emergencies or supplementation for basic needs. The following trust provisions should be interpreted in light of these concerns and the Settlor's stated intent.

(2) **Discretionary Distribution of Income and Principal.** The Trustee shall pay to or apply for the benefits of The Beneficiary for his/her lifetime, such amounts from the principal (including accumulated income added thereto) or income up to the whole thereof as the Trustee in his/her sole discretion may from time to time deem necessary or advisable for the satisfaction of The Beneficiary special needs, and any income not distributed shall be accumulated and added to

principal. As used in this Trust instrument, "special needs" refers to the requisites for maintaining the beneficiary's good health, safety and welfare when, in the discretion of the Trustee, such requisites are not being provided by any public agency, office or department of any city, county, or state government, or be the federal government or any other public or private agency. "Special needs" shall include, but not be limited to, dental expenses, special equipment, programs of training, education and rehabilitation, travel needs and recreation.

(3) **Available Public Assistance.** The Settlor(s) declare that it is her/his/their intent, as expressed herein, that because The Beneficiary has a disability that substantially impairs his/her ability to provide for his/her own care and custody and which constitutes a substantial handicap which undoubtedly will render him/her unable to maintain and support himself/herself independently, the Trustee shall, in the exercise of his/her best judgment and fiduciary duty, seek support and maintenance for said beneficiary from all available public resources, including Supplemental Security Income (SSI), Medicaid, Federal Social Security Disability Insurance (SSDI), the appropriate state or local agency serving the disabled.

All public assistance benefits for the beneficiary of this Trust, as well as all earnings of the beneficiary of this Trust, shall not be commingled with other trust assets but shall be separately held by the Trustee.

(4) **Trust to Supplement, not Supplant, Public Assistance.** The Settlor(s) further intend that no part of the principal of the Trust created herein shall be used to supplant or replace public assistance benefits of any city, county, state, federal or other governmental agency which has a legal responsibility to serve disabled persons who may not be able to maintain and support themselves independently. For purposes of determining the beneficiary's State eligibility, no part of the principal or undistributed income of the Trust estate shall be considered available to the beneficiary. In the event the Trustee is requested to release principal or income of the Trust to or on behalf of said beneficiary to pay for equipment, medication or services which the State of Washington is authorized to provide, or in the event the Trustee is requested to petition the court or any other administrative agency for the release of trust principal or income for this purpose, the Trustee is authorized to deny such request and is authorized in its discretion to take whatever administrative or judicial steps may be necessary to continue the beneficiary's State eligibility, including obtaining instructions from a court of competent jurisdiction ruling that the Trust corpus is not available to the beneficiaries for State eligibility purposes. Any expenses of the Trustee in this regard, including reasonable attorney's fees, shall be a proper charge to the Trust estate. All references in this Trust to Washington State's Medicaid Program shall include any other state's Medicaid program equivalent.

(5) **No interest in the Principal or income of this Trust shall be alienated, encumbered, hypothecated, assigned or conveyed.** No interest shall be subject to any credit claim or to legal process, prior to its actual receipt by the beneficiary. Furthermore, the Settlor declares that it is his/her intent as expressed herein, that because of this Trust is to be conserved and maintained primarily for the special needs of The Special Needs Beneficiary throughout his/her life, no part of the corpus thereof neither principal nor undistributed income, shall be construed as part



of the beneficiary's "estate" or be subject to the claims of voluntary or involuntary creditors for the provision of care and services, including residential care, by any public agency, office or department of any city, county, or state government, or by the federal government or any other public or private agency.

(6) **Contingency Termination of Trust.** Notwithstanding anything to the contrary contained in the other provisions of this Trust, in the event that the Trustee's discretionary right to use income or invade trust principal for the benefit of The Beneficiary has the effect of rendering him/her ineligible for Supplementary Security Income (SSI), Washington State Medicaid, or any other program of public benefits, or in the event a claim is asserted by a third party, including a public entity, against any trust assets, the Trustee is authorized (but not required) to terminate this Trust and distribute, free from trust, the remaining principal (including accumulated income added thereto) and accrued but undistributed income in said Trust estate to the beneficiary.

In the event The Beneficiary is not then living, the Trustee is authorized to distribute the remaining principal (including accumulated income added thereto) and accrued but undistributed income to The Beneficiary. It is the Settlor's further request that any distributee hereunder shall designate in his/her Last will and Testament a successor precatory Trustee to continue to maintain and hold any assets for The Beneficiary if he or she should predecease The Beneficiary.

It is the Settlor's wish that thereupon the distributee shall conserve, manage and distribute the proceeds of the former Trust estate for the benefit of the beneficiary to insure that she receives sufficient funds for her basic living needs when public assistance benefits are unavailable or insufficient. This request pertaining to the management of trust proceeds after the termination of the Trust is precatory, not mandatory.

(7) **Final Termination of Trust.** Upon the death of The Beneficiary, this Trust shall terminate, and the Trust principal (including accumulated income added thereto) and accrued but undistributed income in said Trust shall be distributed to Settlor's children, in equal shares. If a child of Settlor is not then living, said deceased child's share shall be distributed to his or her then living issue, by right of representation.

X. TERMINATION

A. **TERMINATION OF THE TRUST:** The Trust shall be terminated under any of the following conditions:

1. **PERPETUITIES CLAUSE:** Notwithstanding any other provision of this instrument, the Trusts created hereunder shall terminate not later than twenty-one (21) years after the death of the Trustor and any other Beneficiary or Beneficiaries named or defined in this Trust living on the date of the death of the Trustor. The Trustee shall distribute each remaining Trust principal and all accrued or undistributed net income hereunder to the Beneficiary or Beneficiaries. If there is more than one Beneficiary, the distribution shall be in the proportion in which they are Beneficiaries; if no proportion is designated, then the distribution shall be in equal shares to such Beneficiaries.



2. **DISCRETIONARY TERMINATION:** If at any time the Trustee in his discretion deems the best interests of the Beneficiaries is served by terminating the Trust and distributing the entire principal and income as provided herein, the Trustee is authorized to do so.

3. **DEPLETION OF TRUST ESTATE:** If at any time the Trustee in his discretion deems the Trust estate to be so depleted that the continued operation of said Trust is impractical or unwise, the Trustee is authorized to terminate the Trust.

XI. GENERAL PROVISIONS

A. DEFINITIONS:

1. **TRUSTEE:** Any reference in this document to "Trustee" shall be deemed a reference to whomever is serving as Trustee or Co-Trustees of this Trust, whether originally, alternately, or as successors.

2. **SETTLOR:** The term "Settlor" shall refer to one or both of the Settlers.

3. **SURVIVING SETTLOR:** The term "Surviving Settlor" shall mean the Settlor having the greater longevity of the two Settlers, and hence the second Settlor to die.

4. **CHILDREN:** The word "children or "issue" as used in this agreement may include natural children and/or legally adopted children of one or both of the Settlers, and the children and grandchildren of such children.

5. **NUMBER AND GENDER:** The masculine, feminine and neuter gender, and the plural and singular number, shall each be deemed to include the others when the context of this agreement so indicates.

6. **ANNUAL ACCOUNTING:** The Trustee shall render an annual accounting to the Settlor or Successor Beneficiaries within 120 days following the close of the fiscal year. Accounting to Successor Beneficiaries shall be more frequent, as provided herein, after separate beneficial shares have been created.

7. **TRUST SITUS:** The legal situs of the Trust estate shall be deemed to be the same as the principal residence of the Trustee. Legal jurisdiction shall be presumed to be the same as the legal situs. The Trust situs and all or portions of the Trust estate may be transferred to such other state or jurisdictions as the Trustee may from time to time determine.

8. **INVALIDITY OF ANY PROVISION:** If a court finds that any provision of this Trust agreement is void, invalid, or unenforceable, the remaining provisions of this Agreement will continue to be fully effective.



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9. COUNTERPARTS: This Agreement may be executed in any number of counterparts, and each part shall constitute an original part of one and the same instrument.

10. COPIES OF THE ORIGINAL: A copy of this Agreement, or any portion of this Agreement, bearing the seal or signature of the Trustee shall be relied upon as an original document, and shall have the full force and effect of the original document in every respect.

11. APPLICATION OF COURT: If any disputes arise with respect to the interpretation of this Agreement or the actions of the Trustee in settling the Trust estate, and there is need to obtain a court approved accounting or any interpretation of a provision herein, it is the intent of the Settlor that the Probate Court or any other court shall not assume any continuing jurisdiction except as may be required by law.

12. TRUST SHARES: When the Settlor has the term "shares" or "beneficial shares" in this Agreement, it is intended that the Trustee shall treat such share as a separate trust.

13. RESOLUTION OF CONFLICT: Any controversy between the Trustee or Trustees and any other Trustee or Trustees, or between any other parties to this Trust, including Beneficiaries, involving the construction or application of any of the terms, provisions, or conditions of this Trust shall, on the written request of either or any disagreeing party served on the other or others, be submitted to arbitration. The parties to such arbitration shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party or in such proportion as the arbitrator(s) shall decide. Such arbitration shall comply with the commercial arbitration rules of the American Arbitration Association, 140 West 51st Street, New York, NY 10200.



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IN WITNESS WHEREOF:

I, the undersigned Settlor, having read the provisions of this Trust agreement, and understand the provisions herein, it is my intent to enter into this Trust agreement as written.

THEREFORE, the provisions of this Trust agreement shall bind the undersigned Settlor, and the undersigned Co-Trustees, as well as any Successor Trustees assuming the role of Trustee hereunder, and all beneficiaries of this Trust and their successors and assigns.

Dated and Signed at Mt Vernon WA, this 6 day of Jan, 2003.

SETTLOR:

Ada English
ADA M. ENGLISH

TRUSTEE:

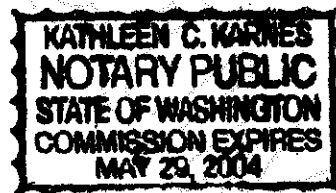
Ada English
ADA M. ENGLISH

NOTARY PUBLIC)
STATE OF WASHINGTON)ss.
COUNTY OF Skagit)

On Jan 6, 2003 before me Kathleen C. Karnes, personally appeared ADA M. ENGLISH, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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:

Signature [Signature]



(this area for official notarial stamp)



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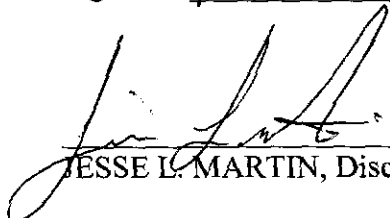
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IRREVOCABLE DISCLAIMER

1. JESSE L. MARTIN hereby disclaims all right, title and interest in the Estate of ADA M. ENGLISH and the ENGLISH FAMILY TRUST UTA 1-6-2003, thereby disclaiming all right to receive property of any type from the Estate of ADA M. ENGLISH and the ENGLISH FAMILY TRUST UTA 1-6-2003.
2. This disclaimer is irrevocable and is an unqualified refusal by JESSE L. MARTIN to accept any interest in the Estate of ADA M. ENGLISH and the ENGLISH FAMILY TRUST UTA 1-6-2003.
3. ADA M. ENGLISH died on April 4, 2005 and established the ENGLISH FAMILY TRUST on January 6, 2003, which are the effective dates of the completed transfer of interest to the Estate of ADA M. ENGLISH and the ENGLISH FAMILY TRUST UTA 1-6-2003.
4. JESSE L. MARTIN has not received any interest or benefits from the Estate of ADA M. ENGLISH and the ENGLISH FAMILY TRUST UTA 1-6-2003 regarding this inheritance or any other property.

Signed at Kenmore, Washington, this 13 day of JUNE 2005.

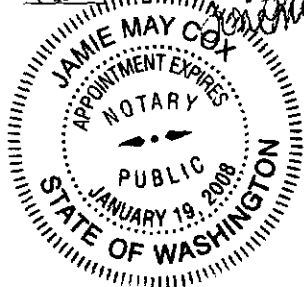

JESSE L. MARTIN, Disclaimant

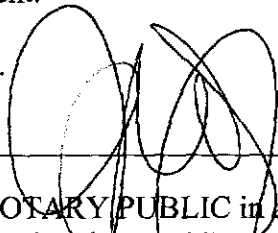
STATE OF WASHINGTON)

County of King) ss.

I certify that I know or have satisfactory evidence that JESSE L. MARTIN is the person who appeared before me, and said person acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 13 day of May, 2005.




NOTARY PUBLIC in and for the State of
Washington, residing at Kenmore, WA
My commission expires: 1-19-08



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Skagit County Auditor