

Filed for Record at the Request of:

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Anacortes, WA 98221



200706200074

Skagit County Auditor

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DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Wayne E. Lauderback

GRANTEE: Public

ABBREV. LEGAL DESCRIPTION: BROOKFIELD PARK ADD TO ANA. TR 10 LESS W'LY 2  
OF 10

ASSESSOR'S TAX/PARCEL ID NO.: 3778-000-010-0101 / P56991

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## COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON    )  
  )  
COUNTY OF SKAGIT     )    ss.

WAYNE E. LAUDERBACK, being first duly sworn upon oath, deposes and says:

1. I am the surviving spouse of COLLEEN LAUDERBACK ("Decedent"), who died May 12, 2007 at Anacortes, Washington. At that time, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On April 28, 1972, Decedent and I, while married, executed an instrument entitled "Agreement as to Status of Community Property after Death of One of the Spouses" ("the Agreement"), which is attached hereto. The Agreement provides that all property owned at the time of the Agreement or thereafter acquired by either or both spouses is community property, and that such property vests in the survivor immediately upon the death of either spouse. We were legally competent at the time of the Agreement and have executed no subsequent Wills or other instruments that would have the effect of abrogating or nullifying the Agreement.
3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest was community property.
4. Among the items that Decedent and I held as community property at the time of Decedent's death was the following described real estate, situated in the County of Skagit, State of Washington:

Lot 10, "Brookfield Park", according to the recorded plat thereof in the office of the auditor of Skagit County, Washington, in volume 7 of plats, page 26, EXCEPT the West 2 feet thereof.

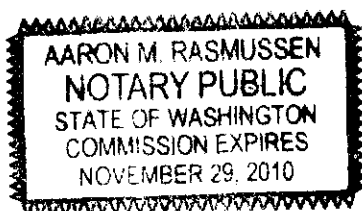
SUBJECT TO: All restrictions, reservations, exceptions and easements of record, if any.

5. I am aware of no unpaid creditors of Decedent or our marital community. I hereby assume complete responsibility for any and all just debts of our marital community existing at the time of Decedent's death, including any expenses of Decedent's last illness, funeral, and costs of administration.
6. Decedent left a Will, which has been filed at the Skagit County Superior Court Clerk's office, or will be filed there by the time this affidavit is recorded. The will designates me as the primary beneficiary of 100% of Decedent's estate. No proceedings have occurred, nor are any proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the Decedent.
7. Decedent's estate is not subject to state or federal transfer taxes, because it is passing in its entirety to a U.S. citizen surviving spouse, and therefore fully covered by the unlimited marital deduction against transfer taxes.
8. This affidavit is made to induce any and all title insurance companies to issue policies of title insurance on real property passing to me as the surviving spouse, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 8 day of June, 2007.

Wayne E. Lauderback  
WAYNE E. LAUDERBACK

SUBSCRIBED and SWORN TO before me this 8 day of June, 2007.



Aaron M. Rasmussen  
NOTARY PUBLIC in and for the State of  
Washington, residing at Anacortes  
My appointment expires 11-29-10

AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY

After Death of One of the Spouses

KNOW ALL MEN BY THESE PRESENTS:

That this agreement, made and entered into this 28th day of April, 1972, by and between WAYNE E. LAUDERBACK and COLLEEN M. LAUDERBACK, husband and wife, of Anacortes, Skagit County, Washington,

WITNESSETH: That whereas the said parties are owners of certain property, all of which, regardless of method of acquisition or source, they hereby declare to be community property, constituting all of the property now owned by said parties, and said parties are desirous that said property, together with all other property of whatsoever nature, either real or personal, which may be hereafter acquired or received by either or both of them, whether by gift, inheritance, purchase or otherwise, shall be deemed to be community property, and in the event either party now owns or hereafter acquires any property which might otherwise be the separate property of that party, said party herewith conveys and quit claims to the other party a community interest in said property, so that the same will be community property, and that the same shall pass without delays or undue expense upon the death of either to the survivor.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged by each party hereto, and, also, in consideration of the love and affection that each of said parties bears for the other, it is hereby agreed that in the event of the death of Wayne E. Lauderback while said Colleen M. Lauderback survives, then the whole of said community property now owned together with all other community property, real or personal, that may hereafter be acquired, shall at once vest in said Colleen M. Lauderback in fee simple; and in the event of the death of the said Colleen M. Lauderback while the said Wayne E. Lauderback survives, then the whole of said community property now owned together with all other community property, real and personal, that may hereafter be acquired, shall at once vest in said Wayne E. Lauderback in fee simple; and each party conveys and quit claims to the surviving party all said community property and all other property which were it not for this agreement might be the separate estate of the conveying party, in compliance herewith.

IN WITNESS WHEREOF, the said Wayne E. Lauderback and Colleen M. Lauderback have hereunto set their hands and seals the day and date first above written.

Signed, Sealed and Delivered)  
in the Presence of: )

Bruce B Wells )

Wayne E. Lauderback (SEAL)

W. V. Wells )

Colleen M. Lauderback (SEAL)

STATE OF WASHINGTON )

:SS

COUNTY OF SKAGIT )

THIS IS TO CERTIFY that on this 28th day of April, 1972, before me, W. V. Wells, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Wayne E. Lauderback and Colleen M. Lauderback, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. I have witnessed my hand and official seal the day and year in this certificate first above written.

W. V. Wells  
Notary Public in  
Washington, r

  
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Skagit County Auditor