

SECOND NO PROBATE COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
: SS
COUNTY OF SKAGIT)

CHARLOTTE E. MARTIN, being first duly sworn, on oath deposes and says:

That she is a resident of Anacortes, Skagit County, Washington. That ROBERT MARTIN was her husband. That ROBERT MARTIN died a resident of Skagit County, Washington on November 18, 2006. A copy of the death certificate is attached hereto. ROBERT MARTIN died leaving property in Skagit County all of which was the community proper of affiant and decedent, ROBERT MARTIN.

That at the time of the death of ROBERT MARTIN, there was in full force and effect a Community Property Agreement executed by affiant and decedent on August 5, 2004, which Agreement is attached to this affidavit.

That there are no unpaid creditors of said decedent ROBERT MARTIN or of the former marital community nor unpaid funeral expenses, or last illness except as follows:
None.

That the decedent's estate is not being probated.

That the property owned by affiant and ROBERT MARTIN consisted of the following:

REAL ESTATE

1. STREET: 2400 Skyline Way, Anacortes, WA 98221
TAX ID: P60370/3831-000-134-0008
LEGAL: Unit 134, SKYLINE NO. 18, A CONDOMINIUM, according to Declaration thereof recorded under Auditor's File No. 745027 AND Survey Map and Plans thereof recorded in Volume 9 of Plats, pages 110

and 111, records of Skagit County, Washington;
Situating in Skagit County, Washington.

PERSONAL PROPERTY

1. Household furniture valued at \$500.00
2. Motor vehicles valued at \$500.00
3. Bank accounts and cash valued at \$500.00

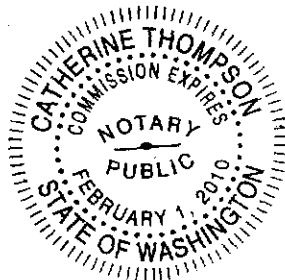
That the total value of all of the property owned by decedent and affiant, in which decedent owned a community one-half interest, was less than \$500,000.00, and considerably less than that which would necessitate estate tax reporting to the federal government, and that there is no estate tax owing on account of decedent's death.

This affidavit is made to induce any and all title insurance companies to issue a policy of title insurance on real property passing to the surviving spouse because it was community property of the deceased which was converted to community property by said community property survivorship agreement or deed identified herein, all in reliance upon the representations set forth herein.

Dated this 16th day of January 2008.

Charlotte Martin
CHARLOTTE MARTIN

SUBSCRIBED AND SWORN TO before me this 16th day of January, 2008.



Catherine Thompson
Notary Public in and for the
State of Washington, residing
at Anacortes, WA.
My appointment expires: 2-1-10.



200801230090
Skagit County Auditor

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COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 5 day of Aug, 2004, between ROBERT MARTIN and CHARLOTTE E. MARTIN, husband and wife, both of whom are domiciled in the State of Washington. In consideration of the mutual benefits to be derived and their mutual agreements set forth below, the parties agree as follows:

1. **Property Covered:** This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife (except for assets for which a separate beneficiary designation has been or is hereafter made by Husband or Wife and approved by the other spouse) even though some items may have been or may be purchased or acquired by one or the other or both of may have been registered in the name of one or the other or both. If Husband dies and Wife survives, any separate property of Husband which is owned by Husband at the time of his death (except for assets for which Husband has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of his death, and if Wife dies and Husband survives here, any separate property of Wife which is owned by Wife at the time of her death (except for assets for which Wife has made a separate beneficiary designation other than by Will) shall become and be considered community property vested as of the moment of her death. All such property is referred to in this Agreement as the "described community property."

2. **Vesting at Death of a Spouse:** If Husband dies and Wife survives him, all of the described community property shall vest in Wife as of the moment of Husband's death. If Wife dies and Husband survives her, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. **Disclaimer:** Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, or with reference to specific parts, shares or assets thereof, in which event the interest disclaimed shall pass as if the provisions of paragraph 2 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition.

4. **Automatic Revocation:** The provisions of paragraph 2 shall be automatically revoked:

(a) Upon the filing by either party of a petition, complaint or other pleading for



separation, dissolution or divorce; or

(b) upon the establishment of a domicile out of the State of Washington by either party;

or

(c) immediately prior to death, if the order of death cannot be ascertained.

5. **Optional Revocation by One Party:** If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 3 and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in Washington signs a statement declaring that the spouse is unable to manage his or her own affairs.

6. **Powers of Appointment:** This Agreement shall not affect any power of appointment now held by or hereafter given to Wife or Husband or both of them, nor shall it obligate Husband or Wife or both of them to exercise any such power of appointment in any way.

7. **Inconsistent Agreement:** To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

Schutt S.C.
Witness

Shelly Ewing
Witness

Robert Martin
ROBERT MARTIN

Charlotte E. Martin
CHARLOTTE E. MARTIN

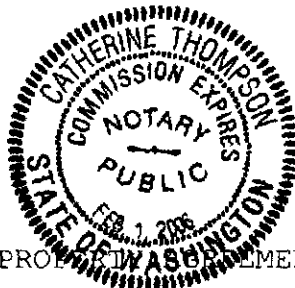
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss

On August 5, 2004 personally appeared before me Robert Martin and Charlotte E. Martin to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal on the date first set out above.



Catherine Thompson
NOTARY PUBLIC in and for the
State of Washington
My commission expires: _____

COMMUNITY PROPERTY AGREEMENT - 2



200801230090
Skagit County Auditor