

Filed for Record at the Request of:

Aaron M. Rasmussen
Attorney at Law, P.S.
1101 Eighth Street, Suite A
Anacortes, WA 98221



200808200015

Skagit County Auditor

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DOCUMENT TITLE: COMMUNITY PROPERTY AFFIDAVIT

GRANTOR: GEORGE W. SCHINKEL; SARA M. SCHINKEL, Deceased

GRANTEE: PUBLIC

ABBREV. LEGAL DESCRIPTION: ANACORTES, BLOCK 226, LOT 3 OF SURVEY
RECORDED UNDER AF#200202050104 AKA LOTS 6 AND
7 TOGETHER WITH EAST 1/2 OF LOT 8.

ASSESSOR'S TAX/PARCEL ID NO.: 3772-226-008-0000 / P119446

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

GEORGE W. SCHINKEL, being first duly sworn upon oath, deposes and says:

1. I am the surviving spouse of SARA M. SCHINCKEL ("Decedent"), who died March 14, 2008 at Anacortes, Washington. At that time, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On February 12, 2008, Decedent and I, while married, executed an agreement entitled "Community Property Agreement" ("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 fee simple 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, whether titled in Decedent's name, my name, or both of our names, 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:

Lots 6 and 7, and the East Half of Lot 8, Block 226, MAP OF THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington; also known as Tract 3 of Survey recorded February 15, 2002 in Book 24 of Surveys, page 567, under Auditor's File No. 200202050104;

Situated in Skagit County, Washington.

Tax Account No.: 3772-226-008-0000 P119446

Subject to: Restrictions, reservations and easements of record.

5. All expenses of Decedent's last illness, funeral, and costs of administration were paid, and I am aware of no unpaid creditors of Decedent or of our former marital community.
6. 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 surviving spouse who is a U.S. citizen, and therefore fully covered by the unlimited marital deduction against transfer taxes.
8. This affidavit is made in part 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 19 day of August, 2008.



GEORGE W. SCHINKEL



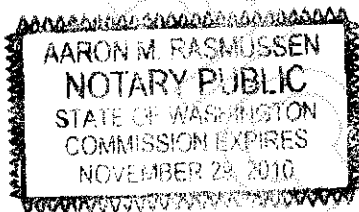
SUBSCRIBED and SWORN (of affirmed) to before me this 19 day of August, 2008.

Aaron M. Rasmussen

NOTARY PUBLIC in and for the State of

Washington, residing at Anacortes

My appointment expires 11-29-10



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Skagit County Auditor

COMMUNITY PROPERTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This agreement, made and entered into this 1st day of February, 2008, by and between GEORGE W. SCHINKEL and SARA M. SCHINKEL, husband and wife, of Skagit County, State of Washington, pursuant to the provisions of RCW 26.16.120, permitting agreements between husband and wife, fixing the status and disposition of community property to take effect upon the death of either; THAT, in consideration of love and affection, and in consideration of the mutual benefits to be derived by each of us, it is hereby agreed, covenanted, and promised as follows:

I.

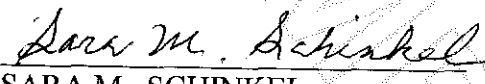
That all property of whatever nature or description whether real, personal or mixed and wheresoever situated now owned or hereafter acquired by us or either of us, including separate property, shall be considered and is hereby declared to be community property, and each of us hereby conveys and quit claims to the other his or her interest in any separate property he or she now owns or hereafter acquires so as to convert the same to community property.

II.

That upon the death of either of us, title to all community property as herein defined shall immediately vest in fee simple in the survivor.

IN WITNESS WHEREOF, we GEORGE W. SCHINKEL and SARA M. SCHINKEL have hereunto set our hands this day and year first above written.


GEORGE W. SCHINKEL


SARA M. SCHINKEL

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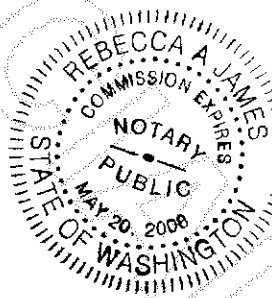
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Skagit County Auditor

STATE OF WASHINGTON)

County of Skagit)

This is to certify on this 17 day of February, 2008, before me, a Notary Public in and for the State of Washington duly commissioned and sworn, personally came GEORGE W. SCHINKEL and SARA M. SCHINKEL, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Rebecca A. James
Notary Public, in and for the State of
Washington, residing at LaConner, WA
My commission expires: May 20, 2008

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