



200812010084

Skagit County Auditor

12/1/2008 Page 1 of 9 10:39AM

FILED FOR RECORD AT REQUEST OF:

Elder Law Offices of Barry M. Meyers
2828 Northwest Avenue
Bellingham, WA 98225

COVERSHEET

AGREEMENT REGARDING SEPARATE AND COMMUNITY PROPERTY

AMENDMENT OF AGREEMENT REGARDING SEPARATE AND COMMUNITY PROPERTY

DEATH CERTIFICATE OF DOROTHY GWENDOLEN YALDEN, DATE OF DEATH 10/04/2008

REFERENCE NUMBER OF RELATED DOCUMENT: 200109210002, 199506120092

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER: P107005

LEGAL DESCRIPTION: SUMMER MEADOWS, LOT 22, ACRES 0.24, (SWFC)

GRANTOR:

1. DOROTHY GWENDOLEN YALDEN, WIFE
2. VICTOR JAMES YALDEN, HUSBAND

GRANTEE:

3. VICTOR JAMES YALDEN

AGREEMENT REGARDING SEPARATE AND COMMUNITY PROPERTY

THIS AGREEMENT made and entered into this 7 day of February, 1997, by and between VICTOR JAMES YALDEN ("Husband") and DOROTHY GWENDOLEN YALDEN ("Wife"), Husband and Wife both of whom are domiciled in the State of Washington,

WHEREAS, Wife has separate property identified in a Living Trust Agreement, dated October 18, 1966, and amendments thereto, and which property upon Wife's death is to be distributed pursuant to said Trust Agreement, and amendments thereto, and the Husband and Wife intend to have said Trust control the distribution of this property, and

WHEREAS, Husband has separate property identified as General Property Trust in Australia and which property upon Husband's death is to be distributed by separate instrument or by Husband's will and Husband and Wife do not intend this property to be controlled by the Community Property Agreement herein;

WHEREAS, Husband and Wife have executed a Postnuptial Agreement dated August, 1980 and a Community Property Agreement dated May 26, 1995, both of which shall be revoked in their entirety by this Agreement, and

WHEREAS, Husband and Wife intend to enter into a Community Property Agreement as to their property to reflect their intentions,

NOW, THEREFORE, in consideration of their mutual agreements set forth below, the parties agree as follows:

I. Revocation of Prior Documents. Husband and Wife expressly revoke the Postnuptial Agreement dated August, 1980 and the Community Property Agreement dated May 26, 1995 in their entirety.

II. Community Property Agreement.

1. Property Covered: This Agreement shall apply to all community and separate property now owned or hereafter acquired by Husband and Wife or either of them (except for Wife's interest in that certain Living Trust Agreement dated October 18, 1966, and amendments thereto, and except for Husband's interest in that certain General Property Trust in Australia, and except for assets for which a separate beneficiary designation has been or is hereafter made by Husband and 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 or may have been or may



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be registered in the name of one or the other or both. If Husband dies and Wife survives him by thirty (30) days, any separate property of Husband which is owned by Husband at the time of his death (except for Husband's interest in that certain General Property Trust in Australia, and 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 her by thirty (30) days, any separate property of Wife which is owned by Wife at the time of her death (except for Wife's interest in that certain Living Trust Agreement dated October 18, 1966, and amendments thereto and 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 declared to be community property of Husband and Wife and is referred to in this Agreement as the "described community property." It is specifically intended that Wife's interest in that Living Trust Agreement dated October 18, 1966 and amendments thereto, shall not become community property and shall be distributed on Wife's death to the beneficiaries named in said Trust. It is further specifically intended that Husband's interest in the General Property Trust shall not become community property and shall be distributed on Husband's death by his will or other instrument.

2. Vesting at Death of a Spouse: If Husband dies and Wife survives him by thirty (30) days, 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 by (30) thirty days, all of the described community property shall vest in Husband as of the moment of Wife's death.

3. Disclaimer: Upon 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



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(c) Immediately prior to death, if neither party survives the other by thirty (30) days.

5. Optional Revocation by One Party: If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 1 and 2 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 guardian(s), 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 the State of Washington signs a statement declaring that the person 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 Husband or Wife 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. Revocation of Inconsistent Agreements: 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.

IN WITNESS WHEREOF, the said **VICTOR JAMES YALDEN** and **DOROTHY GWENDOLEN YALDEN**, have hereunto set their signatures this 7 day of Feb, 1997.

V. J. Yalden
VICTOR JAMES YALDEN

Dorothy G. Yalden
DOROTHY GWENDOLEN YALDEN



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STATE OF WASHINGTON)
) ss.
County of Skagit)

THIS CERTIFIES that on this day personally appeared before me VICTOR JAMES YALDEN and DOROTHY GWENDOLEN YALDEN, Husband and Wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 7th day of February, 1997.

K. B. McGoffin
KEVIN B. MCGOFFIN NOTARY PUBLIC in and for the
STATE OF WASHINGTON State of Washington, residing
NOTARY PUBLIC at Sedro-Woolley, WA
My Commission Expires 10-15-97 Commission Expires 10-15-97



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FILED FOR RECORD AT REQUEST OF:

LAW OFFICES OF BARRY M. MEYERS, PS
1616 Cornwall Avenue, Suite 103
Bellingham, WA 98225

WHEN RECORDED RETURN TO

DOROTHY GWENDOLEN YALDEN
934 Presidio Pl.
Sedro Woolley, WA 98284

**AMENDMENT OF AGREEMENT
REGARDING SEPARATE AND COMMUNITY PROPERTY
DATED FEBRUARY 7, 1997**

We, DOROTHY GWENDOLEN YALDEN and VICTOR JAMES YALDEN, husband and wife, of Skagit County, State of Washington, the creators of an Agreement Regarding Separate and Community Property dated February 7, 1997, hereinafter referred to as "Agreement" desire to amend said Agreement as follows:

Wherever any language appears in the "Agreement" to the **Living Trust Agreement, dated October 18, 1966**, that language is amended to read the **Living Trust Agreement dated July 27, 1998**.

DATED: SEPTEMBER 11, 2001

WIFE:

Dorothy Gwendolen Yalden
DOROTHY GWENDOLEN YALDEN

HUSBAND:

Victor James Yalden
VICTOR JAMES YALDEN

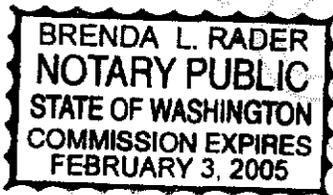


STATE OF WASHINGTON)
)
COUNTY OF WHATCOM) ss.

On this day personally appeared before me DOROTHY GWENDOLEN YALDEN to me known to be the individual described in and who executed the within and foregoing Amendment to Agreement Regarding Separate and Community Property dated February 7th, 1997, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11 day of September 2001.

Brenda Lee Rader



Brenda Lee Rader

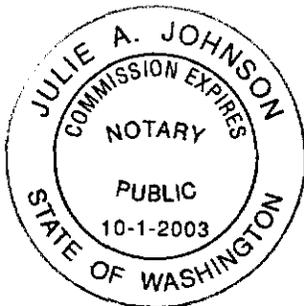
(Printed Name of Notary Public)
Notary public in and for the State of Washington,
residing at Bellingham
My appointment expires: 02/03/05

STATE OF WASHINGTON)
)
COUNTY OF Skagit) ss.

On this day personally appeared before me VICTOR JAMES YALDEN to me known to be the individual described in and who executed the within and foregoing Amendment to Agreement Regarding Separate and Community Property dated February 7th, 1997, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14 day of September, 2001.

Julie A. Johnson



Julie A. Johnson

(Printed Name of Notary Public)
Notary public in and for the State of Washington,
residing at Sedro Woolley, WA
My appointment expires: 10-1-2003

LAW OFFICES OF BARRY M. MEYERS, PS
Barry M. Meyers, WSBA No. 22847
825 Cleveland Avenue
Mount Vernon, WA 98273
Tel: 360 336-3678



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Affidavit for Correction

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 foregoing is true and correct.

15. Signature:	16. Date:	17. Address:
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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:

1. Only a parent, legal guardian (if the child is under 18), or the adult themselves (if 18 or older) may change the birth certificate.
2. 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.
3. Proof must be five (or more) years old or have been established within five years of birth.
4. 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.
5. 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).
6. **This affidavit cannot be used to add a father to a birth certificate. (Use the paternity affidavit - form DOH/CHS 021)**

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 certifying physician or the coroner/medical examiner.
3. 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:

1. 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.
2. 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

OCT 31 2008



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Skagit County Auditor

Joseph Conrad M.D., Health Officer

QQ00157118