

Filed for Record at the Request of:

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



200912160022
Skagit County Auditor

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<u>DOCUMENT TITLE:</u>	Community Property Affidavit
<u>GRANTOR:</u>	Dennis M. Rudig
<u>GRANTEE:</u>	The Public
<u>ABBREV. LEGAL DESCRIPTION:</u>	(0.2100 ac) S 130FT OF W 90FT OF NE1/4 NE1/4 SW1/4 LESS ST
<u>ASSESSOR'S TAX/PARCEL ID:</u>	350230-3-005-0000 / P33219

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

DENNIS M. RUDIG, being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of LYNDIA A. RUDIG ("Decedent"), who died November 30, 2009 at Anacortes, Washington. At that time and at all other relevant times, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On June 26, 1991, Decedent and I, while married, executed an agreement entitled *AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY AFTER DEATH OF ONE OF THE SPOUSES* ("the Agreement"), the original of 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 became and remained community property.
3. Among the items that Decedent and I held as community property at the time of Decedent's death was real estate situated in Skagit County, legally described as follows:

The South 130 feet of the West 90 feet of the Northeast 1/4 of the
Northeast 1/4 of the Southwest 1/4 of Section 30, Township 35 North,
Range 2 East, Willamette Meridian.

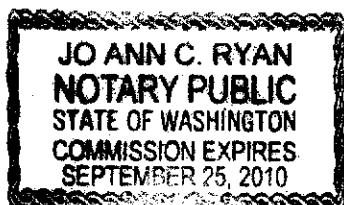
Except the South 30 feet thereof conveyed to the City of Anacortes by
deed dated February 28, 1966 and recorded February 23, 1967, under
Auditor's File No. 695177.

3. All expenses of Decedent's last illness, funeral, and costs of administration have been paid, and I am aware of no unpaid creditors of Decedent or of the former marital community. Nonetheless, I understand that I have complete responsibility for any and all just debts of the marital community existing at the time of Decedent's death.
4. Decedent's Will has been or will be filed with the Superior Court of Skagit County. The Will designates me as 100% beneficiary of Decedent's estate. I currently do not intend to commence probate proceedings regarding Decedent's estate.
5. Decedent's estate is not subject to state or federal transfer taxes, because its fair market value as of the date of Decedent's death was below the applicable exemption thresholds in effect at that time, in addition to being eligible for the unlimited marital deduction.
6. 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 15 day of December, 2009.

Dennis M. Rudig
DENNIS M. RUDIG

SUBSCRIBED and SWORN (or affirmed) to before me this 15 day of December, 2009.



Jo Ann C. Ryan
NOTARY PUBLIC in and for the State of
Washington, residing at ANALORTES.
My appointment expires 9-25-10.



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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 26 day of June, 1991, by and between DENNIS MERLIN RUDIG and LYNDIA A. RUDIG, husband and wife, of 606 Hillcrest Drive, 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 or quasi community property of that party, said party hereby 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 DENNIS MERLIN RUDIG while LYNDIA A. RUDIG 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 LYNDIA A. RUDIG in fee simple; and in the event of the death of LYNDIA A. RUDIG while DENNIS MERLIN RUDIG 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 DENNIS MERLIN RUDIG in fee simple; and each party conveys and quit claims to the surviving party all of said community and all other property which were it not for this agreement might be the separate estate or quasi community property of the conveying party, in compliance herewith.

IN WITNESS WHEREOF, the said DENNIS MERLIN RUDIG and LYNDIA A. RUDIG have hereunto set their hands and seals the day and date first above written.

Signed, Sealed and Delivered
in the presence of

W. V. Wells } Dennis M. Rudig (SEAL)
Barbara B. Wells } Lyndia A. Rudig (SEAL)

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS.

THIS IS TO CERTIFY that on this 26 day of June, 1991, before me, W. V. WELLS, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came DENNIS MERLIN RUDIG and LYNDIA A. RUDIG, 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.

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

W. V. Wells
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes

My appointment expires Nov. 11, 1992

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