When Recorded Please Return To: LAWRENCE A. PIRKLE 321 W. Washington, Suite 300 Mount Vernon, WA 98273 (360) 336-6587



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**DOCUMENT TITLE(S): AFFIDAVIT IN SUPPORT OF COMMUNITY PROPERTY AGREEMENT** 

REFERENCE NUMBER(S): 5

**GRANTOR: SHARON LEE PAWLOWICZ** 

**GRANTEE: PUBLIC** 

#### **LEGAL DESCRIPTIONS:**

Lots 13 and 14, Block 6, "PLAT OF TOWN OF SEDRO" as per plat recorded in Volume 1 of Plats, page 17, records of Skagit County.

Lot 5 and the East 10 feet of Lot 6 in James Tract, Sedro Woolley, Washington, as per Plat recorded in Volume 7 of Plats, page 30 records of Skagit County, Washington.

ASSESSOR PARCEL / TAX ID NUMBER: 4149-006-014-0005 (P75317)

4162-000-006-0018 (P76495)

# AFFIDAVIT IN SUPPORT OF COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON	)
	ss.
COUNTY OF SKAGIT	)

SHARON LEE PAWLOWICZ, being first duly sworn, on oath, deposes and says:

1. This Affidavit provides information for the record regarding that certain Community Property Agreement dated the 21st day of April, 2003, executed by STANLEY JOHN PAWLOWICZ and SHARON LEE PAWLOWICZ, husband and wife, (the "Agreement") attached as Exhibit "A" incorporated herein by this reference. The statements set forth in this Affidavit are representations of fact which may be relied upon by all parties dealing with the properties commonly known as 822 Bennett Street, Sedro Woolley, Washington and 823 Chester, Sedro Woolley, Washington and more fully described as follows:

### TPN: 4149-006-014-0005 (P75317)

Lots 13 and 14, Block 6, "PLAT OF TOWN OF SEDRO" as per plat recorded in Volume 1 of Plats, page 17, records of Skagit County.

## TPN: 4162-000-006-0018 (P76495)

Lot 5 and the East 10 feet of Lot 6 in James Tract, Sedro Woolley, Washington, as per Plat recorded in Volume 7 of Plats, page 30 records of Skagit County, Washington.

- 2. STANLEY JOHN PAWLOWICZ (the "Decedent") was one of the parties to the Agreement and died on January 11, 2011 in Skagit County, Washington. The Decedent's Death Certificate is attached as Exhibit "B" incorporated herein by this reference.
- 3. The parties to the Agreement were legally competent at the time of the Agreement and executed no subsequent Wills or agreement which would have the effect of abrogating or nullifying the Agreement.
- 4. The real property owned by the Decedent and the affiant is legally described above.
  - 5. The Decedent left no separate property.
- 6. All obligations of the community composed of the Decedent and the affiant owing at the date of the Decedent's death have been paid in full, and all expenses of last illness and for funeral and burial services of the Decedent have been paid.

Affidavit in Support of Community Property Agreement Page - 1



Lawrence A. Pirkle Attorney at Law (360) 336-6587 7. The Decedent was survived by the following persons:

Name and Address	<u>Relationship</u>	<u>Age</u>
SHARON LEE PAWLOWICZ 822 Bennett Street Sedro Woolley, WA 98284	Spouse	Legal
SCOTT JOHN PAWLOWICZ 26904 Hoehn Rd. Sedro Woolley, WA 98284	Son	Legal
SHARI LYNN HENRY 4224 Sunnyside Blvd. Marysville, WA 98270	Daughter	Legal
SKIP JAMES PAWLOWICZ Oberer Stockweg 38A 91186 Büchenbach, Germany	Son	Legal

DATED this 24th day of January, 2011.

SHARON LEE PAWLOWICZ

SIGNED AND SWORN to before me this 24th day of January, 2011.

Lawrence A. Pirkle

Notary Public, State of Washington My Commission Expires 5-07-2011 LAWRENCE A. PIRKLE

OTARY PUBLIC in and for the

State of Washington,

Residing at Mount Vernon

My appointment expires: 5/7/11

201101250066 Skagit County Auditor

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Affidavit in Support of Community Property Agreement Page - 2 Lawrence A. Pirkle Attorney at Law (360) 336-6587

#### COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 21st day of April, 2003, between STANLEY JOHN PAWLOWICZ ("Husband") and SHARON LEE PAWLOWICZ ("Wife"), husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual promises set forth below, the parties agree as follows:

- A. Revocation of Prior Agreements. If before this date the parties have executed a community property agreement, or any other agreement other than a Will or trust which is signed by both of them and which specifically provides for the disposition of their community property at the time either or both of them die, then any such agreement is terminated by this Agreement.
- B. Property Covered. This Agreement shall apply to all community property now owned or hereafter acquired by Husband and Wife. Any separate property of either, [now owned or hereafter acquired,] shall become and be considered community property upon the death of the party owning said separate property. All such community property is referred to in this Agreement as the "subject property."
- C. Vesting at Death. On the death of either Husband or Wife, all of the subject property shall vest in the survivor of them.
- D. Disclaimer. Upon the death of either spouse, the surviving spouse may disclaim any interest passing under this Agreement in whole or in part, and the interest disclaimed shall pass under the terms and conditions of any validly executed Will which the decedent may have executed, and in default thereof according to the laws of intestacy as governed by the statutes of the State of Washington then in effect.
- E. Automatic Revocation. In the absence of other evidence indicating the party's intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon either party's filing a petition, complaint or other pleading for dissolution of their marriage or divorce, or upon a court of competent jurisdiction dissolving the marriage or granting a decree of divorce or separate maintenance to either of them.

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F. Optional Revocation by One Party.

This Agreement may be terminated by either party acting alone by delivery of a written notice of revocation to the other party or the other party's legal representative, and by recording such revocation with the **Skagit** County, Washington, Recorder's Office where real property transactions in **Skagit** County, Washington are recorded.

If either party becomes disabled, the other party shall have the power to terminate this Agreement, and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. Such termination shall be effective upon the delivery of written notice thereof to the disabled spouse, and to the guardian, if any, of the person and of the estate of the disabled person. For the purpose of this paragraph, a spouse shall be deemed disabled if such spouse's regularly attending physician signs a statement declaring that such spouse is unable to manage his or her own affairs; or if such spouse has no regularly attending physician, if such a statement is signed by two qualified physicians who have adequately examined the disabled An adjudication of incompetence by a court of spouse. competent jurisdiction shall also be proof of a spouse's disability for purposes of this paragraph.

- G. Powers of Appointment. This Agreement shall not affect any power of appointment now held by or hereafter given to either party, nor shall it obligate either of them to exercise any such power of appointment in any way.
- H. Survivorship. As used herein, the term "survivor survive," or "survivorship" shall mean living for a period of thirty (30) days following the death of the first of the aforementioned parties to die.

STANLEY JOHN PAWLOWICZ

SHARON LEE PAWLOWICZ

STATE OF WASHINGTON) )ss County of Skagit )

On this day personally appeared before me, STANLEY JOHN PAWLOWICZ and SHARON LEE PAWLOWICZ, 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.

GIVEN under my hand and official seal this 21st day of April,

ENCE

NOTARY

PUBLIC

5-7-2003

2003.

Lawrence

and for the

State of Washington

Residing at Mount Vernon

My Commission Expires: 5/7/03

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al File Number //20// 17. Legal Name (Include AKA's if any) First	Washington Middle	State Certificate of	Death Suffix 12. Death	State File Number Date	
STANLEY	JOHN	PAWLOWICZ	- 1 CO -	11, 2011	
3. Sex (MF) 4a. Age - Last 6	Binhday 4b. Under 1 Year Months Days	4c, Under 1 Day Hours Minutes	5. Social Security A	lumber	S. County of Death Skagit
7.	rthplace (City, Town, or County)	8b. (State or Foreign Country) Poland	9 Decedent's GED	Education	
10. Was Decedent of Hispanic Origin	? (Yes or No) If yes, specify.	11. Decedent's Race Caucasian			12. Was Decedent ever in U.S. Armed Forces? Yes
13a. Residence: Number and Street ( 822 Bennett Street				13b. City or Sedro	
1) (1)	13d. Tribal Reservation Name	(if applicable) 13e. State or F Washing		13f. Zip Code + 98284	
34. Estimated length of time at reside 47 yrs	nce. 15. Marital Status at Time Married	of Death 16. Surviving S	Spouse's or Domestic Pa	artner's Name (Give n	ame prior to first marriage)
17. Usual Occupation (Indicate type of v		. (DO NOT USE RETIRED). 18. Ki	nd of Business/Industry	(Do not use Company N	(ame)
Machine Molder  19. Father's Name (First, Middle, Last, S Bernard I. Pawlowi  21. Informant's Name	uffix)	20. M	other's Na <u>me Before Fir</u> ekla	st Marriage (First, Mid	dle, Lasi)
21. Informant's Name Sharon Pawlowicz	22. Relationship to De Wife	cedent 23. Mailing Addre	ss: Number and Street or RFI	Sedro-Wool	State Zip 1ev. WA 98284
24. Place of Death, if Death Occurred in a f		Place	of Death, if Death Occurred ecedent's Res	Somewhere Other than	a Hospital:
25. Facility Name (If not a facility, give no. 822 Bennett Street	mber & street or location)	3	26a. City, Town, or L Sedro-Woo		16b. State 27. Zip Code WA 98284
28. Method of Disposition		tion (Name of cemelery, crema	itory, other place)	30. Location-Ci	ty/Town, and State
Cremation 31. Name and Complete Address of F	uneral Facility	n Cemetery Cre		2	ernon, Washington 2. Date of Disposition
Lemley Chapel, Inc. 33. Funeral Director Signature X	1008 Third St	reet Sedro-Woo	olley, WA 98	3284	Jan 13, 2011
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condition resulting in death)  Sequentially list conditions, if any, leat to the cause listed on line a. Enter th UNDERLYING CAUSE (disease or in that initiated the events resulting in death)LAST	ding b.	<u> </u>	consequence of):  consequence of):  consequence of):		Interval betyden Onsel & Death Interval between Onsel & Death Interval between Onsel & Death Interval between Onsel & Death
35. Other significant conditions contril	o. <u>outing to death</u> but not resulting	in the underlying cause given	ren above		37. Were autopsy findings available to complete the Cause of Death?  ☐ Yes ☐ No
Pack Act	39. If jemale  A Not pregnant within past  Pregnant at time of deat  42. Hour of Injury (24rrs)	h 🔲 Not pregnant,	but pregnant within 42 o but pregnant 43 days to egnant within the past yo ent's home, construction sit	days before death 1 year before death ear	40. Did tobacco use contribute to death?  ☐ Yes ☐ Probably  P No ☐ Unknown
45. Location of Injury: Number & Stre	et:			3 //	Apt Na.
City or Town: 46. Describe how injury occurred	Co	ounty:	State:	47. If transportatio	
A8a. Certifying Physician. To the best place and due to the cause(s) and ma	Struce MD	×		e lume, date, arrif place	xamination, abd/or investigation, in my and due to the cause(s) and manner stated.
H. Edwin Stickle, M 51. Name and Title of Attending Phys	D 1990 Hospital ician if other than Certifier (Typ	Dr. Ste 100 Sec or Print)		WA 98284	1730 hrs 2 Date Signed (MMOOTYTY) January 12, 2011
53. Title of Certifier Physician	54. License Number MD00034310	55.	ME/Coroner File Numb NJA-019	er 56.Wa	s case referred to ME/Coroner? ☑ Yes ☐ No
57 Registrar Signature x Mary Narsk	all Deput	STATE	<u> </u>	58. Date Received	JAN 13 2011
59. Amendments/)			4		<u>~</u>
			PSI.		DOH/CHS 003 Rev 07/09/07



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