

Filed for Record at the Request of:

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



201107050106

Skagit County Auditor

7/5/2011 Page

1 of

7 10:36AM

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Liyu L. Swain

GRANTEE: The Public

ABBREV. LEGAL DESCRIPTION: ANACORTES LTS 16 & 17 & W 15FT LT 18
BLK 110

ASSESSOR'S TAX/PARCEL ID: 3772-110-016-0009 / P55697

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

LIYU L. SWAIN, being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of SPENCER F. SWAIN ("Decedent"), who died June 8, 2011 at Anacortes, Washington. At that time and at all other relevant times, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On December 18, 1990, Decedent and I, while married, executed an agreement entitled *COMMUNITY PROPERTY AGREEMENT* ("the Agreement"), a certified copy of which is attached hereto. The Agreement provides that all is community property of the spouses 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.

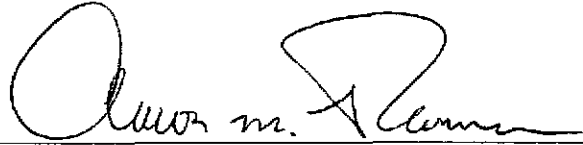
3. At the time of and as a result of the Agreement, and at all subsequent times, all real and personal property in which Decedent or I had any interest became and remained community property.
4. Among the items that Decedent and I held as community property at the time of Decedent's death was real estate situated in Skagit County, legally described as follows:
- Lots 16 and 17, and the West 15 feet of Lot 18, Block 110, 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.
5. 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.
6. Decedent's Will has been or will be filed with the Clerk of 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.
7. 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.
8. 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.

SIGNED AT ANACORES, WASHINGTON this 28 day of June, 2011.


LIYU L. SWAIN

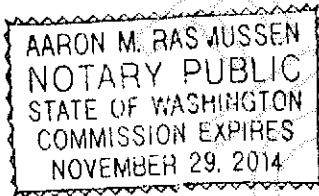


SUBSCRIBED and SWORN (or affirmed) to before me this 28 day of June, 2011.



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

My appointment expires 11-29-14.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 18th day of December, 1990, between SPENCER F. SWAIN and LIYU L. SWAIN, husband and wife, both of whom are domiciled in the State of Washington. In consideration of 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 or may have been or may be 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 her, 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



201107050106

Skagit County Auditor

1
2 c. Immediately prior to death if the order of death can-
3 not be ascertained.

4 5. **Optional Revocation by One Party:** If either party becomes
5 disabled, the other party shall have the power to terminate the
6 provisions of paragraph 2 and each party designates the other as
7 attorney-in-fact to become effective upon disability to exercise
8 such power. The termination shall be effective upon the delivery
9 of written notice thereof to the disabled spouse and to the guard-
10 ians, if any, of the person and of the estate of the disabled per-
11 son. For the purposes of this paragraph, a spouse shall be deemed
12 disabled if a person duly licensed to practice medicine in the
13 State of Washington signs a statement declaring that the person is
14 unable to manage his or her own affairs.

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

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

25 DATED this 18th day of December, 1990.

26 Spencer F. Swain
27 SPENCER F. SWAIN

28 Li Yu L. Swain
LIYU L. SWAIN

Karen R. Wallace
(Witness)

Judy L. Kisser
(Witness)

29 STATE OF WASHINGTON))
30) ss-
31 COUNTY OF SKAGIT)

32 I certify that I know or have satisfactory evidence that
33 SPENCER F. SWAIN and LIYU L. SWAIN signed this instrument and
34



201107050106
Skagit County Auditor

1 acknowledged it to be their free and voluntary act for the uses
2 and purposes mentioned in the instrument.

3 DATED: 12/18/90

Karen R Wallace
4 Notary Public in and for the State of
Washington, residing at Salis-Woolley.

6 My appointment expires: 3-30-92.



201107050106
Skagit County Auditor

7/5/2011 Page 6 of 7 10:36AM

AFFIDAVIT OF KAREN R. WALLACE

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

KAREN R. WALLACE, being first duly sworn, upon oath deposes and says:

On December 18, 1990, while I was working at the Law Offices of Anderson & Rode, SPENCER F. SWAIN and LIYU L. SWAIN executed a document in my presence entitled "Community Property Agreement" and I notarized both of their signatures on the document. I hereby certify that the attached three-page document is a true copy of the original Community Property Agreement that was signed in my presence that day.

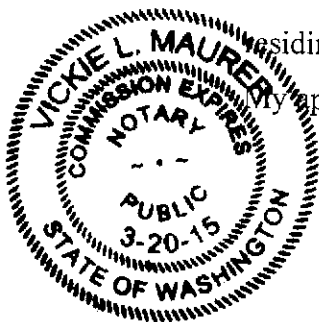
SIGNED at Mossburn Washington this 24th day of June, 2011.

Karen R. Wallace
KAREN R. WALLACE

SUBSCRIBED and SWORN (or affirmed) to before me this 24th day of June, 2011.

Vickie L. Maurer
VICKIE L. MAURER
NOTARY PUBLIC in and for the State of Washington,

Residing at SEARO WOOLLEY
My appointment expires 3-20-2015



201107050106
Skagit County Auditor