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Filed for Record at the Request of:

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

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Skagit County Auditor
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DOCUMENT TITLE:	Community Property Affidavit
GRANTOR:	Victor M. Childs
GRANTEE:	Diana M. Childs
ABBREV. LEGAL DESCRIPTION:	BROOKFIELD PARK ADD TO ANA. TR 5
ASSESSOR'S TAX/PARCEL ID:	3778-000-005-0009 / P56986

COMMUNITY PROPERTY AFFIDAVIT

STATE OF ARIZONA)
) ss.
COUNTY OF Mohave)

DIANA M. CHILDS (also known as DIANA MAY CHILDS), being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of VICTOR M. CHILDS (also known as VICTOR MORRIS CHILDS, hereafter referred to as "Decedent"), who died March 20, 2012, at Kingman, Arizona.

2. On December 11, 2008, Decedent and I, while married, executed an agreement entitled *COMMUNITY PROPERTY AGREEMENT* ("the Agreement"), the original of which is attached hereto. The Agreement provides that all property owned by either spouse or both 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. Among the items that Decedent and I held as community property at the time of Decedent's death, which passed to me in fee simple on account of Decedent's death, was real estate situated in Skagit County, Washington, legally described as follows:

Tract 5, THE PLAT OF BROOKFIELD PARK, according to the plat thereof, recorded in Volume 7 of Plats, page 26, records of Skagit County, Washington.

Subject to easements, restrictions, and all other matters of record.

4. 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 am responsible for any and all just debts of the marital community existing at the time of Decedent's death.

5. Decedent's Last Will and Testament designates me as to receive the residue of Decedent's estate, which would include the above-described real estate. I currently have no intention to commence probate proceedings in the State of Washington regarding Decedent's estate.

6. 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.

7. 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 Kingman ARIZONA this 30th day of April, 2012.

Diana M. Childs
DIANA M. CHILDS

SUBSCRIBED and SWORN (or affirmed) to before me this 30th day of April, 2012.

KIMBERLY J CARMAN
Notary Public - Arizona
Mohave County
My Comm. Expires Nov 15, 2015

Kimberly J Carman
NOTARY PUBLIC in and for the State of Arizona, residing at Kingman.
My appointment expires Nov 15, 2015

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After recording please return to:

Grantors: Victor Morris Childs and Diana May Childs
Grantees: Victor Morris Childs and Diana May Childs

COMMUNITY PROPERTY AGREEMENT

KNOW ALL PERSON BY THESE PRESENTS:

WHEREAS, the undersigned Victor Morris Childs and Diana May Childs are husband and wife, and they desire to avail themselves to the provisions of Section 26.16.120 of the Revised Code of Washington, or any successor thereto, and to set forth their agreement as to the status, disposition and succession of property now owned or hereafter acquired by either or both of them.

NOW, THEREFORE, in consideration of their mutual love and affection, and the mutual agreements contained herein, the parties agree as follows:

All of their property, real, personal or mixed, and wheresoever situate, now owned or hereafter acquired by either or both of the parties, including separate property, shall be deemed, treated and known as and is hereby declared to be community property, irrespective of how or in whose name such property or any interest therein was acquired or hereafter is acquired.

Upon the death of either party, if the parties are still married and have not permanently separated, and if neither party has commenced a legal proceeding to dissolve their marriage, the then community property, whether heretofore existing, or as herein declared, or hereafter acquired, immediately shall vest in fee simple in the surviving party, provided that he or she shall survive the deceased party by at least thirty days.

If either of the parties shall be declared incompetent by a court of competent jurisdiction, or upon application by or on behalf of one of the parties for Medicaid or any similar public assistance program where eligibility may be determined based on the resources of either party, then each party appoints the other as his or her special attorney-in-fact to, at his or her election, execute and record a mutual revocation of this agreement both as to the status of property and as to the disposition of property at death.

Each party recognizes that he or she has a right to be represented by independent counsel in arriving at this agreement and hereby waives said right. Each party has fully disclosed to the other all assets which he or she now owns and the value thereof.

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Upon the death of either party, the survivor may disclaim any interest passing under this agreement in whole or in part, or with reference to specific parts or shares thereof, in which event the interest disclaimed shall pass as if the provisions of this agreement had been revoked as to such interest with the surviving party being entitled to the benefits provided by any alternate disposition.

The provisions of any prior agreement regarding the status of property as separate property or community property are hereby revoke to the extent of any inconsistency with this agreement.

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, Victor Morris Childs and Diana May Childs have executed this agreement this 11th day of December, 2008.

Victor M Childs
Victor Morris Childs

Diana M. Childs
Diana May Childs

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VMC DMC DML

STATE OF WASHINGTON, COUNTY OF ISLAND, ss.

On this day personally appeared before me Victor Morris Childs, known to me to be the individual described in and who executed the aforesaid instrument, and acknowledged that he had signed as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of December, 2008.

Ma. Erlinda C. Signo-Warren
Notary Public in and for the State of Washington
My commission expires on October 14, 2009

STATE OF WASHINGTON, COUNTY OF ISLAND, ss.

On this day personally appeared before me Diana May Childs, known to me to be the individual described in and who executed the aforesaid instrument, and acknowledged that she had signed as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of December, 2008.

Ma. Erlinda C. Signo-Warren
Notary Public in and for the State of Washington
My commission expires on October 14, 2009

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DMC SMV DM