

Filed for Record at the Request of:

Aaron M. Rasmussen
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1101 Eighth Street, Suite A
Anacortes, WA 98221



201208230005

Skagit County Auditor

8/23/2012 Page 1 of 5 9:19AM

DOCUMENT TITLE: Community Property Affidavit
GRANTOR: Carol Margaret Brown
GRANTEE: The Public
ABBREV. LEGAL DESCRIPTION: SKYLINE NO. 3 LOT 51
ASSESSOR'S TAX/PARCEL ID: 3819-000-051-0003 / P59156

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

CAROL M. BROWN, being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of LEWIS ELWOOD BROWN ("Decedent"), who died July 7, 2012 at Anacortes, Washington. At that time and at all other relevant times, Decedent and I were residents of Anacortes, Skagit County, Washington.
2. On September 17, 1996, Decedent and I, while married, executed an agreement entitled *COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT OF LEWIS E. BROWN AND CAROL MARGARET BROWN* ("the Agreement"), a certified copy of which is attached hereto. The Agreement provides that all community property of the spouses vests in fee simple in the survivor so long as he or she survives the other spouse by Fifteen (15) days. 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.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2012 2586

AUG 23 2012

Amount Paid \$
Skagit Co. Treasurer
By *AM* Deputy

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:

Lot 51, SKYLINE NO. 3, according to the plat thereof recorded in
Volume 9 of Plats, pages 54 ad 55, 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.
6. Decedent's 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 21st day of August, 2012.


CAROL MARGARET BROWN



SUBSCRIBED and SWORN (or affirmed) to before me this 21 day of August, 2012.

Aaron M. Rasmussen

NOTARY PUBLIC in and for the State of

Washington, residing at Anacortes.

My appointment expires 11-29-14.

AARON M. RASMUSSEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 29, 2014



COMMUNITY PROPERTY SURVIVORSHIP AGREEMENT

OF

LEWIS E. BROWN AND CAROL MARGARET BROWN

THIS AGREEMENT is made and entered on this 17th day of September, 1996, by and between LEWIS E. BROWN ("Husband") and CAROL MARGARET BROWN ("Wife"), residing and domiciled in Kent, King County, Washington. Husband and Wife agree as follows:

1. Property Covered. This Agreement shall apply to all community property now owned or hereafter acquired by Husband and/or Wife ("The Designated Community Property" herein) even though some items may be registered in the name of one or the other or both.

2. Vesting at Death of a Spouse. If Husband or Wife survive by fifteen (15) days of the death of the other, all of the decedent's right, title and interest in all of the Designated Community Property shall immediately vest in fee simple in the survivor, provided that the surviving spouse or the surviving spouse's guardian or attorney-in-fact under durable power of attorney may disclaim all or any of the assets of the Designated Community Property.

3. Automatic Revocation. This agreement shall be automatically revoked if:

(1) Either spouse files a petition, complaint or other pleading for separation, dissolution or divorce; or

(2) The parties move their domicile to another state.

CURRAN, KLEWENO & JOHNSON, P.S.

KENT PROFESSIONAL PLAZA
555 WEST SMITH STREET
POST OFFICE BOX 140
KENT, WASHINGTON 98035-0140
(206) 852-2345



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4. Contrary Provisions Revoked. The provisions of any Community Property Survivorship Agreement or other arrangement previously made by Husband and/or Wife affecting the Designated Community Property are hereby revoked to the extent of any inconsistency with this Agreement.

Lewis E. Brown
LEWIS E. BROWN, Husband

Carol M. Brown
CAROL MARGARET BROWN, Wife

WITNESSES:

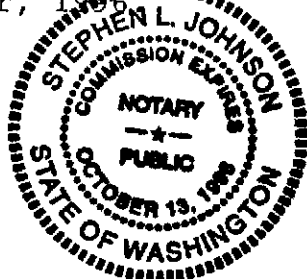
Stephen L. Johnson residing at Kent, Washington

Linda J. McElroy residing at Renton, Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me LEWIS E. BROWN and CAROL MARGARET BROWN, to me known to be the individuals described in and who executed the 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 17th day of September, 1996



Stephen L. Johnson
(Print name) STEPHEN L. JOHNSON
NOTARY PUBLIC in and for the State
of Washington, residing at Kent
My commission expires 10/13/96

CURRAN, KLEWENO & JOHNSON, P.S.

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