

Filed for Record at the Request of:

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



201210090088

Skagit County Auditor

10/9/2012 Page

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4 11:17AM

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: Gordon L. Jones

GRANTEE: Vera S. Jones

ABBREV. LEGAL DESCRIPTION: SKYLINE NO 10 LOT 49

ASSESSOR'S TAX/PARCEL ID: 3826-000-049-0009 / P59959

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
)
COUNTY OF SKAGIT) ss.

VERA S. JONES, being first duly sworn, upon oath deposes and says:

1. I am the surviving spouse of GORDON L. JONES, hereafter referred to as "Decedent"), who died August 25, 2012, at Seattle, Washington.
2. On December 2, 2009, 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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2012 3180

OCT 09 2012

Amount Paid \$0
Skagit Co. Treasurer
By *man* Deputy

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:

Lot 49, SKYLINE NO. 10, according to the plat thereof, recorded in Volume 9 of Plats, pages 117 through 120, records of Skagit County, Washington.

Situated in Skagit County, Washington.

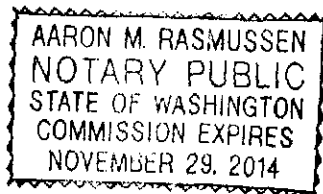
Subject to: Restrictions, reservations and easements of record.

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 Anacortes, Washington this 5 day of October, 2012.

Vera A. Jones
VERA S. JONES

SUBSCRIBED and SWORN (or affirmed) to before me this 5 day of October, 2012.



Aaron M. Rasmussen
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My appointment expires 11-29-14



COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT is made by and between GORDON LEON JONES and VERA SOLEDAD JONES, husband and wife ("the Spouses"), both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the Spouses hereby agree as follows:

A. Status of Property. All property of whatever nature or description; whether real, personal, or mixed and wherever located; now owned, or hereafter acquired by the Spouses or either of them, shall be considered and hereby is declared to be community property.

B. Disposition of Property. Upon the death of one of the Spouses survived by the other Spouse, all the then-existing community property of the Spouses, real and personal, shall vest in and become the sole property of the surviving Spouse in fee simple.

C. Termination. This Agreement may be terminated upon mutual, written agreement of the Spouses or their acting Attorney(s)-in-fact. In the absence of other evidence indicating the Spouses' intent to terminate this Agreement, it shall, nevertheless, be deemed mutually terminated and of no further force or effect upon the occurrence of one or more of the following events:

(1) Upon either Spouse filing a petition, complaint, or other pleading for legal separation, dissolution of the marriage, or to have the marriage declared invalid.

(2) Immediately prior to death if both Spouses should die simultaneously or under circumstances where the order of death cannot be ascertained.

D. Optional Revocation by One Spouse. If either Spouse becomes incapacitated, the other Spouse shall have the power to revoke this agreement. The termination shall be effective upon the delivery of written notice thereof to the incapacitated Spouse and to the guardians, if any, of the person and of the estate of the incapacitated person. For purposes of this paragraph, a Spouse shall be deemed incapacitated upon receipt by the other Spouse of written notice, signed by the incapacitated Spouse's duly-licensed attending physician or by two duly-licensed physicians who have examined the incapacitated Spouse, declaring that the incapacitated Spouse is unable to manage his or her own affairs.

E. 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 B had been revoked as to such interest, with the surviving Spouse entitled to the benefits provided by any alternate disposition.



F. Revocation of Contrary Provisions. The provisions of any community property agreement, agreement regarding the status of property, or any other arrangement made previously by the Spouses or either of them affecting the property described in this Agreement are hereby revoked to the extent of any inconsistency with this Agreement.

SIGNED at Anacortes, Washington this 2 day of December, 2009.


GORDON LEON JONES


VERA SOLEDAD JONES

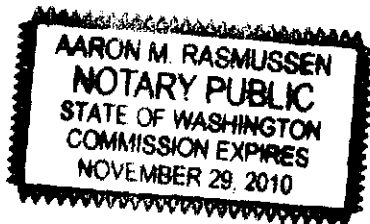
STATE OF WASHINGTON)

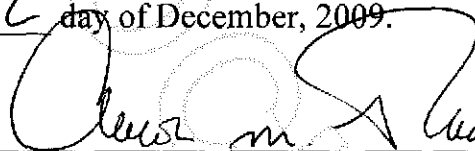
) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me GORDON LEON JONES and VERA SOLEDAD JONES, to me known to be the individuals described in and who executed the foregoing document and acknowledged that they signed said document as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of December, 2009.




NOTARY PUBLIC in and for the State of

Washington, residing at Anacortes

My appointment expires 11-29-10

