



201409290140

Skagit County Auditor

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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

**SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX**

2014 3609
 SEP 29 2014

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

DOCUMENT TITLE: Community Property Affidavit

GRANTOR: William R. Mathis, Deceased

GRANTEE: Alexandra L. Mathis

ABBREV. LEGAL DESCRIPTION: Lots 7 and 8, Block 100, 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, Survey AF#201112160134.

ASSESSOR'S TAX/PARCEL ID NO.: 3772-100-008-0000 / P55629

COMMUNITY PROPERTY AFFIDAVIT

STATE OF WASHINGTON)
)
 COUNTY OF SKAGIT) ss.

ALEXANDRA L. MATHIS (also known as ALEXANDRA LEE WHITINGER MATHIS), being first duly sworn, upon oath deposes and says:

1. I am the lawful surviving spouse of WILLIAM R. MATHIS (also known as WILLIAM ROGER MATHIS and referred to herein as "Decedent"), who died August 11, 2014 at Mount Vernon, Washington. At that time and at all times referenced in this document, both of us were residents of Anacortes, Skagit County, Washington.
2. On April 8, 2004, Decedent and I, while married, executed an agreement entitled "Community Property Agreement" ("the Agreement"), which is attached hereto. The Agreement provides that all our community property is to vest in my sole ownership immediately upon Decedent's death. 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 was the following described real estate, situated in Skagit County, Washington:

Lots 7 and 8, Block 100, 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.

Subject to easements, restrictions, and reservations of record, if any.

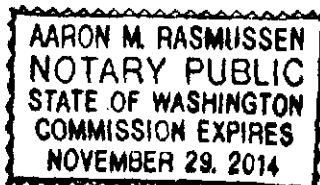
4. All expenses of Decedent's last illness, funeral, and costs of administration have been paid. Decedent and the former marital community have no debts other than installment obligations that are current and being satisfied in due course. Decedent's estate is not subject to state or federal transfer taxes and no state or federal estate tax return is required, because the fair market value of Decedent's estate as of the date of his death was below all applicable exemption thresholds.
5. Decedent executed a Will on April 8, 2004, which has been filed with the Clerk of the Superior Court. The Will designates me as the sole beneficiary of Decedent's estate. No proceedings have occurred, nor are any proceedings contemplated, to probate decedent's estate. I am aware of no objection or proceeding relating to the estate of the decedent.
6. 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 of Decedent, whether acquired as community property or converted to community property by operation of the Agreement, in reliance upon the representations herein set forth.

DATED this 25 day of September, 2014.

Alexandra L. Mathis
ALEXANDRA L. MATHIS

SUBSCRIBED and SWORN (or affirmed) to before me this 25 day of September, 2014.

Aaron M. Rasmussen



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

My appointment expires 11-29-14



201409290140

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 8th day of April, 2004, between WILLIAM ROGER MATHIS and ALEXANDRA LEE WHITINGER MATHIS, 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.

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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

c. Immediately prior to death if the order of death cannot be ascertained.

5. **Optional Revocation by One Party:** If either party becomes incapacitated, the other party shall have the power to terminate the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon incapacity to exercise such power. 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 the purposes of this paragraph, a spouse shall be deemed incapacitated if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the person is unable to manage his or her own property or financial affairs.

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

7. **Revocation of Inconsistent Agreements:** To the extent this Agreement is inconsistent with any provisions of any community property agreement or other arrangement previously made by the parties that affects the described community property, the terms of this Agreement shall be deemed to

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revoke such prior provisions to the extent of the inconsistency.

William R Mathis

WILLIAM ROGER MATHIS

Alexandra Lee Whitinger Mathis

ALEXANDRA LEE WHITINGER MATHIS

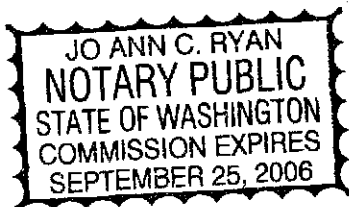
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss

I certify that I know or have satisfactory evidence that WILLIAM ROGER MATHIS and ALEXANDRA LEE WHITINGER MATHIS signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 4-8-04



Jo Ann C. Ryan
Notary Public in and for the State
of Washington, residing at Anacortes.
My appointment expires: 9-25-06.

