

After recording return to:

Souders Law Group
913 Seventh Street
Anacortes, WA 98221



201602190116

Skagit County Auditor

\$76.00

2/19/2016 Page

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4 3:56PM

DOCUMENT TITLE: **AFFIDAVIT REGARDING COMMUNITY PROPERTY AGREEMENT**

GRANTORS: **James M. Rolph and Ida Rolph, Deceased**

GRANTEE: **THE PUBLIC**

Lot 4 Replat of Lots 25-48 View Acres
P 60543

**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**

2016 508

FEB 19 2016

AFFIDAVIT

STATE OF WASHINGTON)

: ss.

COUNTY OF SKAGIT)

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

James M. Rolph, being first duly sworn, upon oath, deposes and says:

That I am the surviving spouse of Ida Rolph (the Decedent), who died December 30, 2015, at Anacortes, Washington. At that time, the Decedent and I were both residents of Anacortes, Skagit County, Washington.

This Affidavit is for the purpose of supplying information pertaining to the Estate of Ida Rolph, and it is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with the real property described herein and with any other community property.

That at the time of the death of Ida Rolph, there was in full force and effect a Community Property Agreement, executed by James and Ida on June 20, 2000. The original of that Agreement is attached hereto. The Agreement specifies that all property of myself and my late wife, whenever acquired and including all property to be acquired after the date of the Agreement shall be considered to be community property. The Agreement further provided that in the

event of the death of either spouse, all community property, whether real or otherwise, would immediately vest in the surviving spouse in fee simple.

That all expenses of the Decedent's last illness, funeral and costs of administration have been paid and I know of no unpaid creditors of the Decedent or of our former marital community.

That among the property that the Decedent and I held as community property was the following described real estate:

Lot 4, "REPLAT OF LOTS 25-48, VIEW ACRES ADDITION TO ANACORTES, WASH.", as per plat recorded in Volume 7 of Plats, page 85, records of Skagit County, Washington;

SUBJECT TO: Covenants, conditions and restrictions of record and dedications, rights and easements as shown on the plat.

The Decedent's estate is not subject to estate tax for the federal government or the State of Washington, as the surviving spouse is a citizen of the United States, with an unlimited marital deduction.

Dated this 11 day of February, 2016.

James M. Rolph
James M. Rolph

SUBSCRIBED AND SWORN to before me this 11th day of February, 2016.



Julia Ann James
Julia Ann James
Notary Public in and for the State of
Washington, residing at Anacortes.
My appointment expires January 19, 2018

AGREEMENT AS TO STATUS OF COMMUNITY PROPERTY
After Death of One of the Spouses

KNOW ALL MEN BY THESE PRESENTS:

That this agreement, made and entered into this 20th day of June, 2000, by and between **JAMES M. ROLPH** and **IDA ROLPH**, husband and wife, of 1309 27th Street, Anacortes, Skagit County, Washington,

WITNESSETH; That whereas, the said parties are owners of certain property, all of which, regardless of method of acquisition or source, they hereby declare to be community property, constituting all of the property now owned by said parties, and said parties are desirous that said property, together with all other property of whatsoever nature, either real or personal, which may be hereafter acquired or received by either or both of them, whether by gift, inheritance, purchase, or otherwise, shall be deemed to be community property, and in the event either party now owns or hereafter acquires any property which might otherwise be the separate property or quasi community property of that party, said party hereby conveys and quit claims to the other party a community interest in said property, so that the same will be community property, and that the same shall pass without delays or undue expense upon the death of either to the survivor.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged by each party hereto, and also, in consideration of the love and affection that each of said parties bears for the other, it is hereby agreed that in the event of the death of James M. Rolph while Ida Rolph survives, then the whole of said community property now owned together with all other community property, real or personal, that may hereafter be acquired, shall at once vest in said Ida Rolph in fee simple; and in the event of the death of Ida Rolph while James M. Rolph survives, then the whole of said community property now owned together with all other community property, real and personal, that may hereafter be acquired, shall at once vest in said James M. Rolph in fee simple; and each party conveys and quit claims to the surviving party all of said community and all other property which were it not for this agreement might be the separate estate or quasi community property of the conveying party, in compliance herewith.

[c:\ep\rolph.cpa]