

Skagit County Auditor

\$76.00

After recording return to:

4/1/2016 Page

1 of

4 10:03AM

Stephen C. Schutt P.O. Box 1032 Anacortes, WA 98221

AFFIDAVIT OF SURVIVING SPOUSE OR DOMESTIC PARTNER FOR CLAIMING AN EXEMPTION BASED ON INHERITANCE OF REAL ESTATE

STATE OF WASHINGTON

:83

COUNTY OF SKAGIT

Name of deceased JOSEPH E. BERENDS

I (survivor's name) JANET S. BERENDS affirm that I am the sole and rightful heir to the property described as:

OF IN LOTAS ISLANDING PACK

Parcel number(s)

P57552/3798-000-028-0008

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this 31 day of more , 201 at Anacortes, Washington

(Signature of surviving spouse or registered domestic partner)

JANET S. BERENDS

(Printed name of surviving spouse or registered domestic partner)

1920 - 22ND Street

(Address of surviving spouse or domestic partner)

Anacortes, WA 98221 (City, state and zip)

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISETAX

2016/131 APR 01 2016

Amount Paid \$ \$\text{\text{\text{\$\text{\text{\$}}}}}\$
Skagit Co. Treasurer

By \text{\text{\$\text{\$\text{By}}}\$
Deputy

CERTIFICATE OF DEATH

CERTIFICATE NUMBER: 2015-003221

DATE ISSUED: 02/09/2015

FEE NUMBER: 0000000029

GIVEN NAMES: JOSEPH EMAD LAST NAME: BERENDS

COUNTY OF PEATHS SKAGIT
DATE OF PEATHS JANUARY 30 2015
HOUR OF PEATHS 07:00 A.M.

SEX: MALE AGE: 65 YEARS

SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO, NOT HISPANIC

RACE: WHITE

BIRTHDATE:

BIRTHPLACE: MOUNT VERNON, SKAGIT CNTY, WASHINGTON

MARITAL STATUS: MARRIED

SPOUSE: JANET SUE TRUEBLOOD

OCCUPATION: PIPEFITTER INDUSTRY: OIL INDUSTRY

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

US ARMED FORCES? NO

INFORMANT: JANET S. BERENDS

RELATIONSHIP: WIFE

ADDRESS: 1920 - 22ND STREET, ANACORTES, WA 98221

CAUSE OF DEATH: A. PANCREATIC CANCER

INTERVAL: MONTHS

INTERVAL:

c. INTERVAL:

D.

INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:

DATE OF INJURY: HOUR OF INJURY: INJURY AT WORK? PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP: COUNTY:

DESCRIBE HOW INJURY OCCURRED:

STATUS OF DECEDENT, IF A TRANSPORTATION INJURY: NOT APPLICABLE

ITEM(S) AMENDED: NONE

NUMBER (S) : NONE DATE(S): NONE PLACE OF DEATH: HOME

FACILITY OR ADDRESS: 1920 - 22ND STREET

CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221

RESIDENCE STREET: 1920 - 22ND STREET CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221 INSIDE CITY LIMITS? YES COUNTY: SKAGIT

TRIBAL RESERVATION: NOT APPLICABLE LENGTH OF TIME AT RESIDENCE: 14 YEARS

FATHER: EMMO GARHARD BERENDS MOTHER: ROSELLA JEAN

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: NORTHWEST CREMATORY CITY, STATE: ANACORTES, WA DISPOSITION DATE: FEBRUARY 04,2015

FUNERAL FACILITY: EVANS FUNERAL CHAPEL & CREMATORY, INC.

ADDRESS: 1105 32ND STREET CITY, STATE, ZIP: ANACORTES WA 98221 FUNERAL DIRECTOR: JOSEPH J. WAHAM

MANNER OF DEATH: NATURAL AUTOPSV: NO AVAILABLE TO COMPLETE THE CAUSE OF DEATH? NOT APPLICABLE DID TOBACCO USE CONTRIBUTE TO DEATH? NO PREGNANCY STATUS, IF FEMALE: NOT APPLICABLE

CERTIFIER NAME: MICHAEL JAMES, ME TITLE: PHYSICIAN CERTIFIER ADDRESS: 2511 M AVENUE, SUITE A

CITY, STATE, ZIP: ANACORTES WA 98221 DATE SIGNED: FEBRUARY 04,2015

> CASE REFERRED TO ME/CORONER: NO FILE NUMBER: NJA # 083 ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: MEL PEDROSA DATE RECEIVED: FEBRUARY 04,2015

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this y + m day of y + m day of

- 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 of may have been 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 here, 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. <u>Vesting at Death of a Spouse:</u> 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.
- 3. <u>Disclaimer:</u> 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;
 - (c) immediately prior to death, if the order of death cannot be ascertained.
- Optional Revocation by One Party: If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 3 and each party designates the other as attorney-in-fact to become effective upon disability to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the disabled spouse and to the guardians, if any, of the person and of the estate of the disabled person. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in Washington signs a statement declaring that the spouse is unable to manage his or her own affairs.
- 6. <u>Powers of Appointment:</u> This Agreement shall not affect any power of appointment now held by or hereafter given to Wife or Husband 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. Inconsistent Agreement: 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 revoke such prior provisions to the extent of the inconsistency.

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Schutt Pr		Joseph E. BERENDS
Witness	_	JOSEPH E. BERENDS
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Witness	_	JANET S. BERENDS
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STATE OF WASHINGTON)	
COUNTY OF SKAGIT)ss)	
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On November 4	2004	personally appeared before the Joseph E.

On 1001 your 4, 2004 personally appeared before me Joseph E. Berends and Janet S. Berends to me known to be the individuals described in and who executed the within and foregoing Community Property Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under transfer and official seal on the date first set out above.

NOTARY PUBLIC in and for the

State of Washington

My commission expires: 2-1-06

COMMUNITY PROPERTY AGREEMENT - 2