



201706210044

Skagit County Auditor

\$75.00

6/21/2017 Page

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3 2:07PM

**RETURN TO:**

Patrick Hayden  
PO Box 454  
Sedro-Woolley, WA 98284

GUARDIAN NORTHWEST TITLE CO.

113876

**DOCUMENT TITLE(S)** *(or transactions contained herein):*

**AFFIDAVIT FOR COMMUNITY PROPERTY AGREEMENT**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR(S)** *(Last name, first name and initials):*

1. Warfield, Cecil E.

**GRANTEE(S)** *(Last name, first name and initials):*

1. Warfield, Mildred E.

**LEGAL DESCRIPTION** *(Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range).*

**Lots 14 and 15, Block 74, First Addition to Sedro, together with West 1/2 of Vacated Graves Street**

**ASSESSOR'S PARCEL/TAX I.D. NUMBER:**

**4150-074-015-0016 / P76120**

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2017 2727

JUN 21 2017

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

ORIGINAL

AFFIDAVIT FOR COMMUNITY PROPERTY AGREEMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

Mildred E. Warfield, being first duly sworn, deposes and says:

1. I am the surviving spouse of Cecil E. Warfield.
2. My husband died on May 6, 2013, in Sedro-Woolley, Washington. A death certificate is attached to this affidavit.
3. My husband and I owned real property in Skagit County, Washington.
4. At the time of my husband death we had no debts. All expenses of his last illness and funeral bill have been paid in full.
5. All assets owned by my husband and I at the time of his death were community property acquired during our marriage. All community property assets vest in the survivor by virtue of the *Agreement Concerning Status and Disposition of Community and Separate Property* recorded with this affidavit.
6. I make this affidavit to induce a title insurance company to issue policies of title insurance for real property in reliance hereon.

Mildred E. Warfield  
Mildred E. Warfield

Sworn and subscribed to before me this 1 day of June, 2017.

Patricia W. Hayden  
Notary Public in and for the State of  
Washington, Residing at: Sedro Woolley  
My Commission Expires: 4.27.17  
Print Name: Patricia W. Hayden

AGREEMENT CONCERNING STATUS AND DISPOSITION OF COMMUNITY  
AND SEPARATE PROPERTY

THE PARTIES HERETO, C. E. WARFIELD, hereinafter called  
"husband" and MILDRED E. WARFIELD, hereinafter called "wife",

WITNESSETH: Whereas, husband and wife are residents of  
Sedro Woolley, Skagit County, Washington, and are the owners of certain  
real and personal property, and are desirous that said property,  
together with all after acquired real and personal property of the  
parties, shall pass without delay or expenses upon the death of either  
to the survivor; now, therefore,

FOR AND IN CONSIDERATION OF ONE DOLLAR and love and affection  
that each of the parties bears for the other; and pursuant to the laws  
of the State of Washington, it is hereby agreed as follows:

I.

Each and every item of separate property of each party of  
whatsoever nature and wheresoever situated, and all such separate  
property hereafter acquired by each party, be and the same hereby is  
and shall be conveyed, transferred, assigned, set over, deemed, es-  
teemed, constituted, and regarded as community property of the parties  
as husband and wife.

II.

In the event of the death of husband, while wife survives  
then all community property which the parties may then own or be  
entitled to, shall at once vest in wife, free from any and all claims  
of any other heirs of husband. In the event of the death of wife,  
while husband survives, then all of the community property, which the  
parties may then own or be entitled to, shall at once vest in husband,  
free from any and all claims of any other heirs of wife.

III.

The parties hereto have published, and may in the future  
publish, his and/or her Last Will and Testament, disposing of their  
respective interests in property which for any reason may not be  
effectively disposed of by this agreement upon the death of one and  
the survival of the other, and also disposing of the property of the  
parties or survivor thereof in the event of a common disaster or  
upon the subsequent death of the survivor of this agreement. Neither  
this instrument nor said Will shall derogate from the force and effect  
of the other: PROVIDED, that in the event of any inconsistency  
between this agreement and the will of either party in effect upon  
such party's death while the other party survives, this agreement shall  
prevail.

IN WITNESS WHEREOF, we have hereunto set our hands and seals  
this 5th day of June, 1972.

C. E. Warfield  
Mildred E. Warfield

STATE OF WASHINGTON )

SS

COUNTY OF SKAGIT )

On this day personally appeared before me C. E. WARFIELD and  
MILDRED E. WARFIELD, his wife, to me known to be the individuals des-  
cribed in the foregoing instrument and acknowledged that they signed  
and executed the same as their free and voluntary act and deed for the  
purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of  
June, 1972.

James M. [Signature]  
Notary Public in and for the State of  
Washington, residing at Sedro Woolley