# 201808270080

08/27/2018 10:39 AM Pages: 1 of 17 Fees: \$115.00 Skagit County Auditor

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2018 3 271 AUG 2 7 2018

WHEN RECORDED RETURN TO:

Kelly Peacock 1943 US Hwy. 408 Fairfield, Montana 59436 Amount Paid 3 Skagit Co. Treasurer
By Mam Deputy

### **QUIT CLAIM DEED**

### THE GRANTOR, Kelly Peacock, Trustee for Hudson Living Trust

for and in consideration of Change in Identity

conveys and quit claims to Kelly Peacock and Mark Peacock

the following described real estate,

#### P25548 (Address: 1201 East Fir Street, Mount Vernon, WA)

TAX 4C THAT PORTION OF THE EAST 1/2 OF THE SE1/4 SW1/4 OF SECTION 17, TWP 34, RANGE 4 DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE NORTH LINE OF THE COUNTY ROAD WHICH RUNS ALONG THE SOUTH LINE OF SAID SUBDIVISION 40 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SE1/4 SW1/4; THENCE NORTH 110 FEET; THENCE EAST 60 FEET, MORE OR LESS, TO A POINT 100 FEET EAST OF SAID WEST LINE; THENCE SOUTH 110 FEET TO THE NORTH LINE OF SAID COUNTY ROAD; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; TOGETHER WITH AN UN-NUMBERED 10 FOOT TRACT IN 'MADISON PARK ADDITION' LYING NORTH OF FIR STREET, LYING SOUTH OF TRACT 1 OF SAID PLAT, LYING EAST OF THE EAST LINE OF 12TH STREET, AS PLATTED, AND LYING WEST OF THE WEST LINE OF THAT CERTAIN TRACT CONVEYED TO JOHN R BUSTAD ETUX RECORDED UNDER AF#460437

#### P25550 (Address: 1211 East Fir Street, Mount Vernon, WA)

TAX 4E; THAT PORTION OF THE EAST 1/2 OF THE SE1/4 SW1/4 OF SECTION 17, TWP 34, RNG 4 DESCRIBED AS FOLLOWS; BEGINING AT A POINT ON THE NORTH LINE OF SAID COUNTY ROAD 100 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SE1/4 SW1/4; THENCE NORTH 110 FEET; THENCE EAST 60 FEET; THENCE SOUTH 110 FEET, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE WEST ALONG THE NORTH LINE OF SAID ROAD 60 FEET, MORE OR LESS TO THE POINT OF BEGINNING

By Trustee for Hudson Living Trust

#### P25551 (Address: 1219 East Fir Street, Mount Vernon, WA)

TAX 4DA; THAT PORTION OF THE EAST 1/2 OF THE SE1/4 SW1/4 OF SECTION 17, TWP 34, RNG 4 DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE NORTH LINE OF THE COUNTY ROAD, 200 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SE1/4 SW1/4; THENCE NORTH 110 FEET; THENCE EAST 45 FEET; THENCE SOUTH 110 FEET, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE WEST ALONG THE NORTH SIDE OF SAID ROAD 45 FEET TO THE POINT OF BEGINNING

#### P25552 (Address: 1215 East Fir Street, Mount Vernon, WA)

TAX 4DB; THAT PORTION OF THE EAST 1/2 OF THE SE1/4 SW1/4 OF SECTION 17, TWP 34, RNG 4 DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE NORTH LINE OF THE COUNTY ROAD 160 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SE1/4 SW1/4; THENCE NORTH 110 FEET; THENCE EAST 40 FEET, MORE OR LESS; THENCE SOUTH 110 FEET MORE OR LESS TO THE NORTH LINE OF THE COUNTY ROAD; THENCE WEST ALONG THE NORTH LINE OF SAID ROAD 40 FEET MORE OR LESS TO THE POINT OF BEGINNING

#### P16181 (Vacant Land, no address)

(6.4300 ac) LOT 1, SHORT PLAT NO. 41-89, RECORDED UNDER <u>AF#8910260001</u>, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M.

By

situated in the County of Skagit, State of Washington

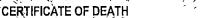
Tax Account Number: P25548, P25550, P25551, P25552, P16181

Choteau, Montana By Commission Expires March 7, 2021

### **STATE OF MONTANA** COUNTY OF Teton On this day personally appeared before me Kelly Pracock, Trustee for Hudson Living Trust to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this <u>33</u> day of <u>August</u> TANHUE LIGHTNER Notary Public in and for the State of Montana NOTARY PUBLIC for the State of Montana Residing at\_ Cholesu, MT Residing at Choteau, Montana Commission Expires March 7, 2021 **STATE OF MONTANA** COUNTY OF Tetor On this day personally appeared before me Kelly Peacock 1 Mark Peacock to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as them free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 3 day of August TAMMIE LIGHTNER NOTARY PUBLIC for the State of Montana Residing at

Residing at Choteau, MT





CERTIFICATE NUMBER: 2017-012457

DATE ISSUED: 03/27/2017 FEE NUMBER:

FIRST AND MIDDLE NAME(S): BARBARA JEAN

LAST NAME(S): HUDSON

COUNTY OF DEATH: SKAGIT DATE OF DEATH: MARCH 13, 2017 HOUR OF DEATH: 01:50 PM

SEX: FEMALE

AGE: 64 YEARS

SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO. NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE:

BIRTHPLACE: MERCED, MERCED COUNTY, CALIFORNIA

MARITAL STATUS: MARRIED SPOUSE: TOM HUDSON

OCCUPATION: SCHOOL SECRETARY INDUSTRY: PRIVATE EDUCATION

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

US ARMED FORCES: NO

INFORMANT: KELLY PEACOCK RELATIONSHIP: DAUGHTER

ADDRESS: 4895 IDA DRIVE, SEDRO-WOOLLEY, WASHINGTON 98284.

CAUSE OF DEATH:

A: CARDIOPULMONARY INTERVAL: 4 DAYS

**B: MALIGNANT PLEURAL EFFUSIONS** INTERVAL: SEVERAL WEEKS C: STAGE IV LUNG ADENOCARCINOMA

INTERVAL: ONE YEAR

INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:

DATE OF INJURY:

HOUR OF INJURY: UNKNOWN INJURY AT WORK: UNKNOWN

PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP: COUNTY:

DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOSPITAL

FACILITY OR ADDRESS: SKAGIT VALLEY HOSPITAL CITY, STATE, ZIP: MT. VERNON, WASHINGTON 98274

RESIDENCE STREET: 22426 CRIDDLE LANE

CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274

INSIDE CITY LIMITS: NO COUNTY: SKAGIT TRIBAL RESERVATION: NOT APPLICABLE LENGTH OF TIME AT RESIDENCE: 34 YEARS

FATHER/PARENT: LEROY JOHNSON KERR MOTHER/PARENT: ORA MARGARET

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: MOUNT VERNON CEMETERY

CITY, STATE: MOUNT VERNON, WASHINGTON

DISPOSITION DATE: MARCH 17, 2017

FUNERAL FACILITY: KERN FUNERAL HOME

ADDRESS: 1122 S, 3RD STREET

CITY, STATE, ZIP: MT. VERNON, WASHINGTON 98273

FUNERAL DIRECTOR: REX E. WATT

MANNER OF DEATH: NATURAL AUTOPSY: UNKNOWN WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH: NOT APPLICABLE

DID TOBACCO USE CONTRIBUTE TO DEATH: NO PREGNANCY STATUS IF FEMALE: NO RESPONSE

CERTIFIER NAME: ARUNA HAWKINS, DO

TITLE: PHYSICIAN

CERTIFIER ADDRESS: 1415 E. KINCAID STREET CITY, STATE, ZIP: MOUNT VERNON, WA 98274

DATE SIGNED: MARCH 14, 2017

CASE REFERRED TO ME/CORONER: NO FILE NUMBER: NOT APPLICABLE ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: CHERYL PETERSON DATE RECEIVED. MARCH 15, 2017

	Wiskington State Department of				orrection	08/27/2018 10	Man to: Center for Heal :39 A [/]. PBoye 3 4 Olympia, WA 9	th Statistics		
6	<b>19</b> Health	This is a le			ete in ink and o	do not alter.	Olympia, WA 98 360-236-4300	3504-7814		
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			ed information	on must m	atch current info	rmation on record	t i			
<b>1</b> 20.				<u> </u>	rriage	☐ Dissolution (		orce)		
Required	1. Name on Record: First	Middle	Lost			2. Date of Event: 3. Place of MM/DD/YYYY City or		unty		
🗗	4. Father/Parent Full Legal N	lame (Spouse A fo	r Marriage or Di	issolution) 5	. Mother/Parent Fu	ll Birth Name (Spous	e B for Marriage or Dis	ssolution)		
置	Fist	Middle	LastrMa	ider.	F <sup>⊕</sup> st	Middle	Last/Maid	den		
	6. Name of Person Requesti	ng Correction:		elationship to erson on Rec	☐ Self ord: ☐ Parent(s)	☐ Guardian ☐ Funeral Director	☐ Informant ☐ Other (specify)	☐ Hospital		
7. Re	eturn Mailing Address: P.O Box or Stroet Address				City	-	State	Zip		
Tele <sub>l</sub> (	phone Number:		<u></u>	E	mail Address:					
	Use the section b	elow for request	ing any chan	ges on the	record. The rec	ord is incorrect or	r incomplete as fol	lows:		
	The re		The true fact is:							
8.			-	9	•		<u></u> .			
10.				1	1.		•	-		
12.				1	3.	-				
14.				1	5.					
	I declare under p	enalty of perjury	under the la	ws of the	State of Washing	gton that the forgo	ing is true and co	rect		
16a.	Signature:			1	6b. Signature of 2 <sup>nd</sup>	parent (if required):				
Print	ed name:		Date:		rinted name:	***************************************	Da	te:		
		INS	TRUCTIONS -	go to www.c	oh.wa.gov for more	e information		_		
Regi	Driver uired documentary proof must	's license, Social s	Security card of	r hospital d	ecorative birth cer	rtificate cannot be us	sed as proof			
	Birth/Marriage/Divorce record		ord (DD-214)		hool transcripts		rity Numident Report			
	Certificate of Naturalization		edical record		ssport		nanent Resident card	(1-551)		
1. 2.	h Certificates Only a parent(s), legal guard The proof(s) must match th Mary Ann Doe.	ian (if the child is un e asserted fact(s). I	nder 18), or the For example, if t	named indivi the affidavit s	dual (if 18 or older) ays the name shou	may change the hirth	certificate.	· · · · · · · · · · · · · · · · · · ·		
	Documentary proof must be t	live or more years o	old or establishe							
	Lunder 18	odified south and an			Adult (18 years or o		fall and the same			
•	If legal guardian(s), include of Up to age one, last name car on certificate (can be any cor	n be changed once	to either parent	s' name		an change his or her bildle name is missing, t	oirth certificate three pieces of docum	entary proof are		
After age one, a court order is required to change the last name     No proof is required to change the first or middle name*					<ul> <li>If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required</li> </ul>					
To correct parent's information, one documentary proof is required.     To correct parent's information, one documentary proof is required.							f birth, or name, one d	ocumentary proof		
*To cl	hange any part of the name of a c	hild, signatures from	both parents lis	ted on the cer	tificate are required.	If one parent is decease	ed, submit a death certific	ate with request.		

This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)

#### Death Certificates

- Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information. Proof is required to make changes if requested by a family member not listed as the informant on the certificate (family members are spouse or registered domestic partner, parent, sibling or adult child or stepchild). The informant may change marital status with proof. Marital status requires a certified copy of a court order if someone other than the informant is requesting the change.
- The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

Marriage/Dissolution (Divorce) Certificates

Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.

To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.



Certificate not valid unless the Seal of the State of Washington changes color when heat applied.



MAR 2 7 2017

The molius Skagit Chinty Health Department 0 1 4 3 8 1 5 0 Howard Leibrand M.D., Health Officer

# STATE OF WASHINGTON ?. DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



FEE NUMBER:

CERTIFICATE NUMBER: 2017-033988

FIRST AND MIDDLE NAME(S): THOMAS ARTHUR LAST NAME(S): HUDSON

COUNTY OF DEATH: SKAGIT DATE OF DEATH AUGUST 06, 2017 HOUR OF DEATH: 06:05 AM SEX: MALE

SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE:

BIRTHPLACE: LOMA LINDA, SAN BERNARDINO COUNTY, CA

MARITAL STATUS: WIDOWED SPOUSE: UNKNOWN 1.

OCCUPATION: PHYSICAL THERAPIST INDUSTRY: HEALTH CARE

EDUCATION: BACHELOR'S DEGREE

US ARMED FORCES: NO

INFORMANT: KELLY PEACOCK RELATIONSHIP: DAUGHTER

ADDRESS: 4895 IDA DRIVE, SEDRO-WOOLLEY, WA 98284

CAUSE OF DEATH: A: ASTROCYTOMA interval 21 Months ...

INTERVAL:

INTERVAL:

D: \*\*\* INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH:

DATE OF IŅĪURY!

HOUR OF INJURY; UNKNOWN INJÚRY AT WORK: UNKNOWN PLACE OF INJURY:

LOCATION OF INJURY:

ČITY, STĄTĘ, ZIP;

COUNTY: LOUIS OCCURRED. 

F TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE,

PLACE OF DEATH: OTHER PLACE

FACILITY OR ADDRESS: MOUNTAIN GLEN ASSISTED LIVING CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274

RESIDENCE STREET: 22426 CRIDDLE LANE

CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274

INSIDE CITY/LIMITS: NO COUNTY: SKAGIT TRIBAL'RESERVATION: NOT APPLICABLE LENGTH OF TIME AT RESIDENCE: 34 YEARS

FATHER/PARENT: OTIS ARTHUR HUDSON MOTHER/PARENT: CAROL BETH

METHOD OF DISPOSITION: BURIAL

PLACE OF DISPOSITION: MOUNT VERNON CEMETERY

CITY, STATE: MOUNT VERNON, WASHINGTON

DISPOSITION DATE: AUGUST 11, 2017

FUNERAL FACILITY: KERN FUNERAL HOME

ADDRESS: 1122 S. 3RD STREET

CITY, STATE, ZIP: MT. VERNON, WASHINGTON 98273

FUNERAL DIRECTOR: REX E. WATT

MANNER OF DEATH: NATURAL

AUTOPSY: NO

WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE

CAUSE OF DEATH: NOT APPLICABLE

DID TOBACCO USE CONTRIBUTE TO DEATH: PROBABLY PREGNANCY STATUS IF FEMALE: NO RESPONSE

CERTIFIER NAME: LESLIE A. ESTEP, MD

TITLE: PHYSICIAN

CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A CITY, STATE, ZIP: MOUNT VERNON, WA 98273

DATE SIGNED: AUGUST 07, 2017

CASE REFERRED TO ME/CORONER: NO FILE NUMBER: NOT APPLICABLE ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY RÉGISTRAR: CHERYL PETERSON DATE RECEIVED: AUGUST 07, 2017

	Withington State Department of		Affidavit 1								ealth Statistics
1	<b>#</b> Health	This is a lega	l document. (	Comple	te in ir	ik and d	1008627	<b>1201</b> 8 10	):39 Alí	/OFFREEPVA 360-236-4300	<b>∂β507-</b> 7814
		.c. //	STATE	OFFIC							
Sta	ie File Number	Fee Number	•			Initia <b>i</b> s		Date		Affidavit Nu	mber
			Information m			rent info					
æ	Record Type:	Birth	Death	∐ Maı	rriage			ssolution	(Divor		
Required	1. Name on Record: Firs*	Middle	Last				Ma	of Event: DD YYYY		3. Place of E City or C	ounty
÷	4. Father/Parent Full Legal Na	me (Spouse A for N	larriage or Dissolu	ution) 5.	Mother/i	Parent Fu	ıll Birth N	ame (Spou	ise B for	Marriage or I	Dissolution)
ed	First	Middle	Last/Maiden			FILE		'Mddle		Last/Ma	aiden
_	6. Name of Person Requesting	Correction:	Relatio Person	nship to on Reco	rd: D	elf Parent(s)		rdian eral Directo		formant ther (specify)	☐ Hospital
7. R	eturn Mailing Address: PO Box or Street Andress				Сıy				Stale		Zip
Tele	phone Number:			Eı	mail Addı	ress:					
	Use the section bel	ow for requesting	g any changes	on the	record.	The rec	ord is i	ncorrect	or incor	nplete as f	ollows:
	The rec	ord now shows:						The tru	ıe fact is	:	
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10.				11	١.						
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14.				15	5.		_				_
	I declare under per	nalty of perjury u	nder the laws	of the S	tate of	Washing	gton tha	at the forg	joing is	true and c	orrect
16a.	Signature:			16	b. Signa	ture of 2 <sup>nd</sup>	<sup>d</sup> parent (	if required)	:		
Print	ed name:		Date:	Pi	inted nai	ne:					Date:
			RUCTIONS - go to								
Ren	Driver's uired documentary proof must b	license, Social Se	curity card or ho	spital de	ame and	birth ce	rtificate	cannot be	used as	proof include	•
·	Birth/Marriage/Divorce record	<ul> <li>Military record</li> </ul>			nool trans		•. L.Xaiii.p		-	mident Repo	
•	Certificate of Naturalization	<ul> <li>Hospital/medi</li> </ul>			sport		•			Resident car	
1. 2.	h Certificates Only a parent(s), legal guardial The proof(s) must match the Mary Ann Doe.	asserted fact(s). For	example, if the a	ffidavit sa	ays the n	ame shou					the name to be
3. Chile	Documentary proof must be fiv d under 18	e or more years old	or established Wit			urtn. years or d	older)				
•	If legal guardian(s), include cea	rtified court order pro	oving guardianshir					e his or he	r birth ce	rtificate	
•	Up to age one, last name can on certificate (can be any com	be changed once to	either parents' na	me •		irst or mid					mentary proof are
•	After age one, a court order is	required to change t	he last name		If the f	irst, middl					of birth is incorred
:	No proof is required to change To correct parent's information			_				ry proof are			documentary pro
:	To correct parent's information To correct the sex of the child, provider is required			al	is requ		iir a Dii ii i	uate, piace	or billit,	or name, one	гоосипентагу рго
*To c	hange any part of the name of a chi										
Dar		cannot be used to	add a father to a	birth ce	rtificate	use pate	ernity ack	knowledgn	nent forr	n DOH 422-0	32)
1.	th Certificates Only the informant, the funeral information. Proof is required registered domestic partner, propry of a court order if someone the court order if someone and a court order in the court of the c	o make changes if re arent, sibling or adul	equested by a fan It child or stepchild	nily meml d). The in	ber not li: iformant i	sted as th	ne informa	ant on the c	ertificate	(family mem	bers are spouse

- copy of a court order if someone other than the informant is requesting the change.

  2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.

  Marriage/Dissolution (Divorce) Certificates

  1. Personal facts (minor spelling changes in name, date or place of birth or residence) may be changed by the person with one piece of documentary proof.

  2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must complete and submit the affidavit.

  DOH 422-034 October 2015



Certificate not valid unless the Seal of the State of Washington changes color when heat applied.

\*CERTIFIED\*

AUG 0 8 2017

Skagit County Health Department Howard Leibrand M.D., Health Officer





### FIRST AMENDMENT TO DECLARATION OF TRUST

Pursuant to the powers reserved in us, THOMAS A. HUDSON and BARBARA J. HUDSON, as Trustors in the HUDSON LIVING TRUST dated November 1, 2011, we hereby amend said Trust as follows:

All references to KELLY L. OLSEN shall henceforth be a reference to KELLY L. PEACOCK.

Article VI, Section 5 is amended in its entirety to read as follows:

- 5. **Termination Distributions**. Upon the death of the surviving Trustor, the then remaining balance of the Surviving Trustor's Trust (including both principal and any accrued or undistributed income) shall be distributed as follows:
- a. The Trustee shall distribute eighty-five percent (85%) to the Trustors' daughter, KELLY L. PEACOCK, if alive, if not, then to her living issue, by right of representation. KELLY L. PEACOCK shall have the option to receive the TRUSTORS' real estate as a portion or all of her distribution and within a reasonable period of time make provision to fund the other beneficiaries' interest from other sources of her choosing.
- b. Seven and one-half percent (7.5%) to THREE ANGELS BROADCASTING NETWORK of West Frankfort, Illinois, provided, however, in the Trustee's discretion, the Trustee may designate more or different SEVENTH-DAY ADVENTIST charities to receive this seven and one-half percent (7.5%) so long as such charities use the distributions for evangelistic outreach.
- c. Seven and one-half percent (7.5%) to the WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTISTS, to be used in its general religious, educational and charitable activities.
- d. In the event KELLY L. PEACOCK predeceases the Trustors and has no living issue, the remaining balance (including both principal and any accrued or undistributed income) shall be distributed as follows:
- 1) The Trustee shall distribute fifty-five percent (55%) to MARK PEACOCK, provided he is her surviving spouse. In the event MARK PEACOCK is not the surviving spouse, then said percentage shall be distributed to the MOUNT VERNON SEVENTH-DAY ADVENTIST CHURCH, to be used as its Board deems appropriate.
- 2) The Trustee shall distribute fifteen percent (15%) to THREE ANGELS BROADCASTING NETWORK of West Frankfort, Illinois.

The Trustee shall distribute fifteen percent (15%) to the WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTISTS, to be used in its general religious, educational and charitable activities.

4) The Trustee shall distribute fifteen percent (15%) to BRENDA S. BOWERS of Forest Lake, California. If deceased then to Mt. Vernon, WA, Seventh-day Adventist Church.

In all other respects we hereby ratify and confirm the provisions of the Declaration of

Trust.	
IN WITNESS WHEREOF, we have	executed this Amendment to Declaration of Trust at on
	THOMAS A. HUDSON
	Barbara J. Hudson
STATE OF WASHINGTON )	
COUNTY OF SKAGIT ) ss.	
THOMAS A. HUDSON and BARBARA J.	of May, 2016 personally appeared before me HUDSON, to me known to be the individuals who owledged the same as their free act and deed for the
PETER G. RAMPTON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MAY 19, 2018	Notary Public for the State of Washington, residing at: WA



#### **DECLARATION OF TRUST**

of

#### **HUDSON LIVING TRUST**

### ARTICLE I. IDENTIFICATIONS AND DEFINITIONS

- 1. Trustors: The Trustors are THOMAS A. HUDSON and BARBARA J. HUDSON.
- 2. Trustee: The Trustee is THOMAS A. HUDSON and BARBARA J. HUDSON, jointly, or the survivor between them, so long as each is not "incompetent" as defined in this instrument, nor has resigned his, her, or their position as Trustee, or it is otherwise specifically provided in this trust.
- 3. **Family:** The family of the Trustors' presently consists of the Trustors' one child, KELLY L. PEACOCK.
- 4. **Trust Name:** This Trust shall be known as the HUDSON LIVING TRUST, and any property titled or identified as owned in that name shall be deemed held by the Trustee of this Trust, subject to the terms and provisions of this instrument or any amendments thereto.

## ARTICLE II. Property in Trust

1. **Original Trust Estate.** The Trustors hereby assign, transfer and deliver to the Trustee, all of their right, title and interest in and to the property listed on Schedule "A," attached hereto and made a part hereof. All of said property, and any other property transferred to this Trust shall constitute the "Trust Estate."



- 2. Future Transfers. Subject to the consent of the Trustee, the Trustors or any other person or persons may at any time and from time to time transfer and deliver to this Trust, by Last Will and Testament or by any other method, any kind of property.
- 3. Character of Property Transferred. The Trustors intend that all property contributed to this Trust shall retain its character as community property or separate property, as it was just prior to such transfer, unless expressly stated otherwise.
- 4. **Application of Agreement**. All properties transferred and delivered to the Trustee of this Trust shall become part of the Trust Estate and shall be subject to the terms and conditions of this Agreement.

### ARTICLE III. Revocable Trust

- 1. **Power to Amend or Revoke**. The Trustors declare this Trust to be revocable during their joint lifetimes, and they reserve the right during their joint lifetimes, individually or jointly, to amend, modify or revoke this Trust, in whole or in part, by a writing or writings signed and acknowledged by them, to be effective upon delivery to the Trustee; provided, however, that any changes with respect to the Trustee's duties or liabilities shall not be effective without the consent of the Trustee. The power to revoke shall not apply to a Trustor who is "incompetent" as defined by this Trust.
- 2. **Limitations.** Each Trustor's power to amend, modify or revoke this Trust is limited to the extent of such Trustor's community property interest. Neither Trustor shall have the power to amend, modify or revoke this Trust with respect to the other Trustor's community property interest or as to the other Trustor's separate property. The power to revoke or amend this Trust is personal to the Trustors and shall not be exercisable on their behalf by any guardian, conservator, or other representative, except for a power of attorney expressly empowering the attorney-in-fact with respect to this trust.

## ARTICLE IV. Distributions to Trustors

So long as both Trustors are alive, the Trustee shall distribute such portions or all of the net income and such portions or the entire principal of this Trust to or for the benefit of the Trustors as the Trustors or either of them may request orally or in writing. If at any time the Trustee deems it advisable not to make payments directly to the Trustors, then the Trustee may apply such portions or all of the net income and such portions or all of the principal as in the judgment of the Trustee is necessary and proper for the comfortable support, care, maintenance, health and welfare of the Trustors. Any income, which is not distributed, shall be accumulated and added to the principal of this Trust.

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### \*ARTICLE V. Irrevocable Trust

- 1. Division of Trust Property Upon Death of First Trustor. As soon as practicable after the death of the first of the Trustors to die, the Trustee shall divide this Trust into two (2) separate shares, one separate trust share to be designated the "Surviving Trustor's Trust," and the other separate trust share to designated the "Disclaimer Trust." The "Surviving Trustor's Trust" shall consist of the entire trust estate that was held in this Trust as of the date of the deceased Trustor's death, together with any property transferred into the Trust under the first Trustor to dies' probate estate, less any portion, up to the full extent thereof, of the first Trustor to die's interest in the Trust Estate, (meaning his or her one half interest in trust property having community property character, and his or her separate property) to which the surviving Trustor makes a qualified disclaimer (as defined in section 2518 of the Internal Revenue Code, as amended). That property so disclaimed by the Surviving Trustor shall be held in a separate trust designated the "Disclaimer Trust." The Survivor's Trust shall remain revocable by the Surviving Trustor, and as to revocation and amendment, as well as administration, the Survivor's Trust shall be governed by the rules of this Trust as initially established this day and the "Disclaimer Trust" shall be held and administered as provided hereafter.
- 2. Cessation of Power to Amend or Revoke. Upon the death of the first of the Trustors, and upon the funding of the Disclaimer Trust, the Disclaimer Trust shall be irrevocable, and neither the surviving Trustor nor anyone else shall have the right to modify or amend any provisions of this Agreement that apply to the Disclaimer Trust.

## ARTICLE VI. Surviving Trustor's Trust

The Surviving Trustor's Trust shall be held in trust and shall be administered and distributed by the Trustee as follows:

- 1. Amendments, Revocation and Withdrawal of Assets. The surviving Trustor may amend, revoke and withdraw the assets of this trust during his or her life and while competent to do so.
- 2. **Application of Income and Principal.** During the lifetime of the surviving Trustor, the Trustee shall pay to or apply for the benefit of the surviving Trustor so much of the net income and principal or any portion thereof as the Trustee shall deem necessary and proper for the maintenance, education, support and health of the surviving Trustor, or, if the Trustee is a person or entity other than the surviving Trustor, make said payments or application of benefits, including the whole thereof, as the surviving Trustor may, from time to time request.
- 3. Surviving Trustor's Special Power of Appointment. During the lifetime of the surviving Trustor, the surviving Trustor shall have the right, by specific reference to this power in any instrument or instruments in writing filed with the Trustee, to direct the Trustee to distribute to or apply for the benefit of the Trustor's child, and any one or more of the issue of the Trustor's child, so much of the net income and principal, or any portion thereof, of the Surviving

Trustor's Trust as the surviving Trustor shall direct by written instrument. If the exercise of this Special Power of Appointment shall impose any federal or state gift tax upon the surviving Trustor, the Trustee shall pay to him or her out of the principal of the Surviving Trustor's Trust an amount sufficient to cover the tax or taxes imposed on him or her. It is the intention of this paragraph to give the surviving Trustor the right to exercise this Special Power of Appointment as often as he or she shall see fit to do so.

- 4. Payment of Death Taxes, Other Expenses. Upon the death of the surviving Trustor, the Trustee is authorized to pay, from the principal of the Surviving Trustor's Trust, the expenses of his or her last illness, funeral and burial to the extent that the Trustee shall determine that other provisions have not been made for such payment. The Trustee is also authorized to pay from the principal of the Trust all inheritance, estate and transfer taxes due by reason of the surviving Trustor's death to the extent that the Trustee shall determine that other provisions have not been made for such payment, and the Trustee shall have no duty or obligation to obtain reimbursement for any such tax so paid even though on property not included in the Surviving Trustor's Trust.
- 5. **Termination Distributions**. Upon the death of the surviving Trustor, the then remaining balance of the Surviving Trustor's Trust (including both principal and any accrued or undistributed income) shall be distributed as follows:
- a. The Trustee shall distribute eighty-five percent (85%) to the Trustors' daughter, KELLY L. PEACOCK, if alive, if not, then to her living issue, by right of representation. KELLY L. PEACOCK shall have the option to receive the TRUSTORS' real estate as a portion or all of her distribution and within a reasonable period of time make provision to fund the other beneficiaries' interest from other sources of her choosing.
- b. Ten percent (10%) to THREE ANGELS BROADCASTING NETWORK of West Frankfort, Illinois, provided, however, in the Trustee's discretion, the Trustee may designate more or different SEVENTH-DAY ADVENTIST charities to receive this ten percent (10%) so long as such charities use the distributions for evangelistic outreach.
- c. Five percent (5%) to the WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTISTS, to be used in its general religious, educational and charitable activities.
- d. In the event KELLY L. PEACOCK predeceases the Trustors and has no living issue, the remaining balance (including both principal and any accrued or undistributed income) shall be distributed as follows:
- 1) The Trustee shall distribute forty percent (40%) to MARK PEACOCK, provided he is KELLY L. PEACOCK'S surviving spouse. In the event MARK PEACOCK is not the surviving spouse, then said percentage shall be distributed THE MOUNT VERNON SEVENTH-DAY ADVENTIST CHURCH.
- 2) The Trustee shall distribute fifteen percent (15%) to THREE ANGELS BROADCASTING NETWORK of West Frankfort, Illinois.



- 3) The Trustee shall distribute fifteen percent (15%) to the WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTISTS, to be used in its general religious, educational and charitable activities.
- 4) The Trustee shall distribute fifteen percent (15%) to BRENDA S. BOWERS of Huntington Beach, California.
- 5) The Trustee shall distribute fifteen percent (15%) to LARRY KERR of Victorville, California.
- 6. **Interpretation**. Any rules of trust law which may require impartiality as between the immediate beneficiaries and ultimate beneficiaries shall be disregarded with respect to the Surviving Trustor's Trust. The Trustee shall exercise its authority to distribute principal and income to the surviving Trustor without regard to the interests of the ultimate beneficiaries.

### ARTICLE VII. Disclaimer Trust

- 1. Intent of the Disclaimer Trust. It is the intent of the Trustors to afford the surviving Trustor opportunity to evaluate the size and nature of the Trust Estate in existence at the demise of the first Trustor to die, and determine whether a portion of property passing to the surviving Trustor may, together with the surviving Trustor's interest is community property and separate property, impose a death tax at the time of the surviving Trustor's demise that might be avoided if disclaimed so that the disclaimed property does not qualify for the marital deduction. The Trustee shall seek the advice and counsel of estate planning experts in an expeditious fashion after the death of the first Trustor to die, in making that determination.
- 2. **Payment of Certain Expenses**. In the case that the deceased Trustor's probate estate (excluding the income thereof) is insufficient to pay the deceased Trustor's funeral expenses, all claims against his or her estate, the expenses of administering his or her estate, all death taxes chargeable to his or her estate and to satisfy all pre-residuary legacies or devises given by his or her Will, the Trustee shall make available to the deceased Trustor's legal representatives, out of the Disclaimer Trust, such sum or sums as such legal representative shall certify to be required to make good the deficiency. The Trustee shall have no duty to inquire as to the propriety of any certification made by such legal representatives.
- 3. **Distributions of Income and Principal During Surviving Trustor's Lifetime.** From the date of death of the first of the Trustors to die, the Trustee shall pay to or apply for the benefit of the surviving Trustor during his or her lifetime all of the net income of the Disclaimer Trust in annual or more frequent installments. The Trustee shall also pay to or apply for the benefit of the surviving Trustor during his or her lifetime so much of the principal of the Disclaimer Trust as the Trustee deems necessary and proper for the surviving Trustor's maintenance, education, support and health.
- 4. **Death of Surviving Trustor**. Upon the death of the surviving Trustor, the Trustee shall divide the then remaining balance of the Disclaimer Trust as provided in Article VI, Section 5.

### ARTICLE VIII. Spendthrift Trust Provision

The interest of the beneficiaries in this Trust shall not be subject to claims neither of creditors or others, nor to legal process and may not be voluntarily or involuntarily encumbered, assigned, alienated or transferred.

### ARTICLE IX. Powers and duties of Trustees

- 1. In General. The Trustee, including any successor Trustee hereunder, shall have all the rights, powers and duties given by law on the date hereof under the laws of the State of Washington (which laws are hereby incorporated herein by this reference) and all further and broader rights and powers which may hereafter be given to Trustees generally under any subsequent laws except as modified or increased as hereinafter provided. Third parties examining this Trust to determine the powers of the Trustee may rely on Laws of the State of Washington that set forth the powers Trustees have, unless said powers are restricted or modified by this instrument.
- 2. **Mutual Funds and Common Trust Funds**. The Trustee may invest and reinvest the trust property in any common trust fund administered by the Trustee. Even though it may cause a duplication of management fees, the Trustee may invest and reinvest the trust property in mutual funds and may transfer the investments and reinvestments among various mutual funds and select payout options and other options offered by those mutual funds as the Trustee deems prudent.
- 3. **Personal Residence.** If, at any time during the existence of any trust hereunder, such trust shall include any permanent or seasonal residence property, the trustee shall allow the surviving Trustor to live in and use said property or properties so long as he or she may desire to do so, free of rent, and the Trustee shall pay taxes, expenses of maintaining said property or properties in suitable repair and condition, and premiums on insurance on said property or properties and other expenses thereof. In the event it no longer remains desirable to use said property as a home and/or a recreational residence for the surviving Trustor, then the Trustee may sell such property or properties and reinvest the proceeds thereof in another home or recreational residence; or the Trustee may reinvest the proceeds in accordance with the other terms provided for in this Trust.
- 4. **Books and Records.** The Trustee shall be relieved from any duty under the laws of the state of Washington to file any documents or other accounting in any Court. However, the Trustee shall keep strict accounting records of the Trust, and Trust principal and income, and shall at all times hold the same open to inspection by the Trustors or their agent.
- 5. Compensation. The Trustee shall be paid a fair and just compensation out of the Trust estate for its services, unless the Trustee is the WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTISTS, or any of its subsidiary or affiliated organizations, in which case, said Trustee shall be entitled to no fee or compensation. Any



Trustee shall be reimbursed from the Trust estate or by the beneficiaries for all of its reasonable expenses including attorney's fees incurred in bringing or defending any action growing out of the administration of this Trust, whether such action is instituted while this Trust is being administered or after the termination thereof. The Trustee shall act without bond.

6. **Deminimus.** If at any time the Trustee determines that the value of the Trust under this instrument is Thirty Thousand Dollars (\$30,000.00) or less, the Trustee may, in its discretion, distribute the Trust, as then constituted, to the then income beneficiaries.

## ARTICLE X. Trusteeship

In the event that THOMAS A. HUDSON and/or BARBARA J. HUDSON, or the survivor between them, is unwilling or unable to act or continue to act as Trustee, then the TRUSTORS' daughter, KELLY L. PEACOCK is appointed to act. In the event she is unwilling or unable to act or continue to act as Trustee, then the WESTERN WASHINGTON CORPORATION OF SEVENTH-DAY ADVENTISTS is appointed to act.

### ARTICLE XI. Miscellaneous

- 1. Governing Law. Washington law shall govern the execution and construction of this Trust Agreement. The provisions of this Agreement shall be binding on the parties, their heirs, personal representatives, successors and assigns.
- 2. Rule Against Perpetuities. Unless the length of time has been extended under Washington law, the interest of every beneficiary granted to him or her in any trust created under this Agreement shall vest, anything else in this Agreement to the contrary notwithstanding, within twenty-one (21) years after the death of the last survivor of the beneficiaries of any trust created under this Agreement who are in being at the time of the respective Trustor's death.
- 3. Distributions to Persons Under Eighteen (18) Years. If at any time any person to whom the Trustee is directed or authorized in any trust created under this agreement to pay any income or principal is under eighteen (18) years of age, or under a legal disability, or is, in the Trustee's discretion, incapable of properly managing his or her affairs, the Trustee may, in the Trustee's discretion, pay the same or any part thereof to such person or to his or her guardian or parent or to any person with whom he or she is residing, without responsibility for its expenditure.
- 4. **Distributions to Tax Exempt Organizations.** In distributing the balance of the Trust Estate as provided in Article VI, Section 5, the TRUSTEE is specifically instructed to distribute property that constitutes "income in respect to a decedent" as the term is defined under United States income tax laws, to any charitable organizations that are designated as beneficiaries of the Trust, to the extent of their beneficial share of the Estate.



- 5. Captions. The captions are inserted for convenience only. They are neither a part of this Trust nor a limitation of the scope of any particular paragraph to which each refers.
  - Adoption. Legal adoption shall be deemed the equivalent of blood relationship.
- 7. **Incompetency**. For purposes of this trust, "incompetency" shall be established as to the Trustors or a Trustee when a licensed physician, after having examined such person, certifies in writing that such person, due to physical and/or mental illness, trauma, impairment, mental deficiency, disability or advanced age, is unable to manage property and affairs effectively. In such case, such person will be disqualified to serve as Trustee or Revoke, Amend or withdraw assets from this Trust as he or she may have otherwise been entitled to do.

IN WITNESS WHEREOF, the Trustors have hereunto set their hands, and the Trustee has caused this instrument to be duly executed, on the day, month and year first above written.

TRUSTORS/TRUSTEE:

THÓMAS A. HUDSON

BARBARA J. HUDSON

STATE OF WASHINGTON

County of SIAL

) ss

I certify that I know or have satisfactory evidence that THOMAS A. HUDSON and BARBARA J. HUDSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated

DENNIS R. CARLSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 9, 2014

NOVEMBER 1, 2011

Notary Public in and for the State of Washington,

Residing in Anhard Wi