



202009020119

09/02/2020 03:27 PM Pages: 1 of 9 Fees: \$111.50
Skagit County Auditor

Return Address:

Document Title:

Property Status Agreement

Reference Number (if applicable): _____

Grantor(s):

☐ additional grantor names on page ____.

- 1) Peyton Whitely
- 2) _____

Grantee(s):

☐ additional grantor names on page ____.

- 1) Kristine K. Whitely
- 2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____.

Lts 16 & 17 Bk 143
City of Anacortes

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____.

P55938

PROPERTY STATUS AGREEMENT

THIS AGREEMENT is entered into by and between **PEYTON WHITELEY** and **KRISTINE K. WHITELEY** this 24 day of September, 2012, effective as of September 24, 2012.

RECITALS

A. **PEYTON WHITELEY** and **KRISTINE K. WHITELEY** reside in Kirkland, King county, Washington. **PEYTON WHITELEY** and **KRISTINE K. WHITELEY** are husband and wife and have resided together as a marital community in the State of Washington. **PEYTON WHITELEY** and **KRISTINE K. WHITELEY** have four children, all born of their marriage, namely: **SCOTT WHITELEY**, **COLIN WHITELEY**, **DAVID WHITELEY**, and **NANCY HACKING**.

B. **PEYTON WHITELEY** and **KRISTINE K. WHITELEY** have discussed the nature and valuation of the separate assets acquired by each of them during their marriage, and in particular the inheritance of **KRISTINE K. WHITELEY** from her mother. It is acknowledged and agreed that all assets inherited by **KRISTINE K. WHITELEY** from her mother and any assets purchased with funds inherited from her mother constitute the separate property of **KRISTINE K. WHITELEY**. **KRISTINE K. WHITELEY** has purchased real property in Skagit County with funds inherited from her mother and that the real property is acknowledged to be her separate property. Attached as Exhibits 1 and 2 are deeds evidencing the acquisition of such real property and the acknowledgment by **PEYTON WHITELEY** that the property is the separate property of the wife.

AGREEMENT

IT IS THEREFORE AGREED as follows:

1. Separate Property. It is the intent and agreement of the parties that they confirm the prior determination and agreement that all property and assets inherited by either of them from a parent constitutes the separate property of the person inheriting such property or assets. Each of them acknowledges that their marriage shall have no immediate or direct effect on the ownership of such inherited property or assets.

2. Property of KRISTINE K. WHITELEY. It is acknowledged and agreed that the real property described as follows:

LOTS 16 AND 17, BLOCK 143, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON

Tax parcel number P55938/3772-143-017-0017

is the separate property of the wife; further, that such property was purchase as the separate property of **KRISTINE K. WHITELEY** with funds inherited from her mother.

3. Community Property; Jointly Owned Property. All wages and salary earned by either **PEYTON WHITELEY** or **KRISTINE K. WHITELEY** during marriage shall continue to be community property and has been treated and characterized a community property. The parties further agree that any funds deposited after marriage in a joint checking and savings account shall be community property, and, if it is held in joint tenancy with rights of survivorship, then the proceeds shall pass to the survivor. All property purchased with funds from a joint account shall, to the extent so purchased, be held by the parties as community property, unless otherwise provided for in writing. Any property not purchased with funds from a joint account, but otherwise initially and directly purchased on or after the date of marriage with separate funds or assets from each of the parties shall be owned as the separate property of the party whose separate funds or assets are used in such acquisition.

4. Obligations as to Separate Property. Neither party shall have authority to obligate the separate property of the other party in any manner. Each party shall be responsible for separate debts which he or she incurs for the benefit of his or her separate property. Any funds contributed to the support, maintenance, or cost of maintaining the separate property from community funds shall be considered a gift of the community and shall not give rise to a claim by the community upon the separate property interests, either individually by the other party to the marriage or on behalf of the marital community. Neither party shall be liable for any debt incurred by the other in his or her separate name for whatever purpose that debt may be incurred.

5. Termination of Agreement.

5.1 By Death. This agreement shall automatically terminate upon the death of either party. In the event of the death of one party, the survivor shall not have any right, title or interest by virtue of any laws of courtesy, dower, intestate succession, homestead, award in lieu of homestead, family allowance award, or any similar such law in the said sole and separate property of the other or make any such claim thereto, directly or indirectly. Each party agrees that the characterization of the separate assets identified in this agreement shall be preserved in documents of testamentary disposition executed by each party and that the estate of

each party shall pass in accordance with such documents and that RCW 11.12.050 shall not apply to any document of testamentary disposition by either party. Each party is free to change his or her Will at any time without prior notice or consent of the other.

5.2 By Dissolution. In the event of termination of the marriage by any court order, judgment or decree, neither party will claim any right, title or interest in the said sole and separate property of the other. Each party will divide all community property acquired during marriage equally and all jointly owned property in proportion to their respective interests. It is agreed that any such court shall not have the authority, right, power, or jurisdiction to give any such right, title and interest in sole and separate property of one party to another in any such proceedings.

5.3 Mutual Agreement. This agreement may be terminated upon mutual agreement of the parties in writing.

6. Property Rights. Each party hereby represents that he or she has been advised of the rights he or she would have and enjoy with respect to the earnings and property of the other and survive the other party as his widow or her widower without joining with him or her in the execution of this agreement. Each party acknowledges that, in such event, his or her more important rights, under the laws of the State of Washington, would be as follows:

6.1 Property and pecuniary rights owned by either spouse before marriage and acquired by either spouse afterwards by gift, bequest, devise or descent, with the rights, issues and profits therefrom is separate property and shall not be subject to the contracts or debts of the other. Each spouse may manage, lease, sell, convey, encumber, or devise by Will his or her separate property without the other joining in such management, alienation or encumbrance, as fully and to the same effect as though such spouse were unmarried. RCW 26.16.010, 26.16.020.

6.2 All property acquired after marriage by either spouse, except for separate property, is community property. Each spouse immediately has an equal interest in community property acquired during marriage. Either spouse, acting alone, may manage and control community property, except neither party may devise or bequeath by Will more than one-half of the community property and neither spouse may give community property without the express consent of the other. Moreover, neither spouse may purchase, sell, convey, or encumber community property without the other spouse joining in the execution of the instrument by which such real property is affected. Finally, each spouse is limited in his or her ability to create a security interest in community household goods or to acquire, purchase, sell, convey, or encumber business assets where both spouses participate in the management of the business without the consent of the other. RCW 26.16.030.

6.3 In the event of legal separation or dissolution of marriage, the

Washington court has jurisdiction over all of the property of the parties, and could enter an order apportioning both community and separate property. Such court could also award alimony or maintenance and could require either party to pay a reasonable amount to the other party for the costs, including reasonable attorney's fees, of maintaining or defending a dissolution proceeding. RCW 26.09.080 and 26.09.140.

6.4 On the death of either spouse, the decedent would own one-half of all of the community property, including any quasi-community property, and the surviving spouse would own one-half of all of the community property including any quasi-community property. RCW 11.02.070.

6.5 In the event either spouse died intestate with surviving children, the surviving spouse would be entitled to all the decedent's share of the net community estate including any quasi-community property and one-half of the net separate estate. If the decedent has no surviving children, but was survived by either of his parents, or by any of his brothers or sisters, the surviving spouse would be entitled to three-quarters of the net separate estate of the decedent. If the decedent's parents, brothers and sisters, and children of all predecease the decedent, the surviving spouse would be entitled to all of the net separate property of a decedent who died intestate. RCW 11.04.015.

6.6 On the death of either spouse, the surviving spouse would be entitled to an award in lieu of homestead exclusive of funeral expenses, expenses of last sickness, and administration, and of liens on the property set off by the award. RCW 11.52.010, 11.52.012.

6.7 On the death of either spouse, the survivor would be entitled to a reasonable allowance for his or her support and maintenance during all or part of the time of decedent's estate is subject to the jurisdiction of the probate court. RCW 11.52.040.

6.8 On the death of either spouse, the survivor would be entitled to such other and further rights in and to the property and estate of the decedent as are provided by any statutes of the State of Washington which are not herein above referred to.

7. Independent Counsel. The parties acknowledge that they have each been advised of their rights to be represented in the negotiations for and in the preparation of this agreement by independent counsel of their choice and that they have read this agreement, have had its contents fully explained and of its legal effect. This agreement has been prepared by attorney acting on the joint instructions of both of the undersigned.

8. Binding Effect. This agreement shall bind the parties and their respective heirs, executors and administrators. Any provision of this agreement which is prohibited by law or is unenforceable shall be inoperative to such extent that all of the remaining provisions shall

continue in effect.

9. Applicable Law. This agreement shall be interpreted in accordance with the laws of the State of Washington.


10. Voluntary Execution. It is understood and agreed that no inducement or promises of any kind or nature have been made or extended from either party to the other which would influence the execution of this agreement other than those specific terms contained herein and that this agreement embodies in its entirety the agreement between the parties in relation to their property rights in the property identified herein and further that there is no other agreement existing between them with reference to such rights.

DATED this 24th day of September, 2012, effective September 24, 2012.


PEYTON WHITELEY


KRISTINE K. WHITELEY

Jack A. Borland
Printed Name: JACK A. BORLAND
NOTARY PUBLIC in and for the State of
Washington, residing in King County
My Commission Expires: 10/14/13


Printed Name: JACK A. BORLAND
NOTARY PUBLIC in and for the State of
Washington, residing in King County
My Commission Expires: 10/14/13

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2020-036072

DATE ISSUED: 08/10/2020
FEE NUMBER:FIRST AND MIDDLE NAME(S): WARREN PEYTON
LAST NAME(S): WHITELYCOUNTY OF DEATH: SKAGIT
DATE OF DEATH: AUGUST 06, 2020
HOUR OF DEATH: 04:02 PM
SEX: MALE AGE: 75 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITEBIRTH DATE: [REDACTED]
BIRTHPLACE: DULUTH, MNMARITAL STATUS: MARRIED
SURVIVING SPOUSE: KRISTINE K KUESTEROCCUPATION: REPORTER
INDUSTRY: NEWSPAPERS
EDUCATION: BACHELOR'S DEGREE
US ARMED FORCES: NOINFORMANT: KRIS WHITELY
RELATIONSHIP: WIFE
ADDRESS: 1608 - 10TH STREET, ANACORTES, WA 98221CAUSE OF DEATH:
A: MULTIPLE MYELOMA
INTERVAL: 3 YEARSB:
INTERVAL:C:
INTERVAL:D:
INTERVAL:OTHER CONDITIONS CONTRIBUTING TO DEATH: CONGESTIVE HEART FAILURE
WITH CARDIOMYOPATHY.DATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK:
PLACE OF INJURY:

LOCATION OF INJURY:

CITY, STATE, ZIP:
COUNTY:
DESCRIBE HOW INJURY OCCURRED:

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

PLACE OF DEATH: HOME
FACILITY OR ADDRESS: 1608 - 10TH STREET
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221RESIDENCE STREET: 1608 - 10TH STREET
CITY, STATE, ZIP: ANACORTES, WA 98221
INSIDE CITY LIMITS: YES COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 7 YEARSFATHER: WARREN WHITELY
MOTHER: MARTHA JEAN [REDACTED]METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: NORTHWEST CREMATORYCITY, STATE: ANACORTES, WASHINGTON
DISPOSITION DATE: AUGUST 09, 2020

FUNERAL FACILITY: SKAGIT CREMATION SERVICES, LLC

ADDRESS: PO BOX 433
CITY, STATE, ZIP: ANACORTES, WASHINGTON 98221
FUNERAL DIRECTOR: LEONARD J. WILLIAMSMANNER OF DEATH: NATURAL
AUTOPSY: NO
WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE
CAUSE OF DEATH: NOT APPLICABLE
DID TOBACCO USE CONTRIBUTE TO DEATH: NO
PREGNANCY STATUS IF FEMALE: NO RESPONSECERTIFIER NAME: ANITA M. MEYER, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 227 FREEWAY DRIVE, SUITE A
CITY, STATE, ZIP: MOUNT VERNON, WA 98273
DATE SIGNED: AUGUST 07, 2020CASE REFERRED TO ME/CORONER: NO
FILE NUMBER: NOT APPLICABLE
ATTENDING PHYSICIAN: NOT APPLICABLELOCAL DEPUTY REGISTRAR: CHERYL PETERSON
DATE RECEIVED: AUGUST 07, 2020



Affidavit for Correction

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This is a legal document. Complete in ink and do not alter.

 P.O. Box 47814
 Olympia, WA 98504-7814
 360-236-4300

STATE OFFICE USE ONLY

State File Number	Fee Number	Initials	Date	Affidavit Number
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Required	Required information must match current information on record				
	Record Type: <input type="checkbox"/> Birth <input type="checkbox"/> Death <input type="checkbox"/> Marriage <input type="checkbox"/> Dissolution (Divorce)				
	1. Name on Record: First Middle Last			2. Date of Event: MM/DD/YYYY	3. Place of Event: (City or County)
	4. Father/Parent Full Birth Name (Spouse A for Marriage or Dissolution) First Middle Last/Maiden		5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution) First Middle Last/Maiden		
6. Name of Person Requesting Correction: Relationship to <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital Person on Record: <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify)					

7. Return Mailing Address: PO Box or Street Address City State Zip				
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Telephone Number: ()	Email Address:
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Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

The record now shows:	The true fact is:
8.	9.
10.	11.
12.	13.
14.	15.

I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct

16a. Signature:	16b. Signature of 2 nd parent (if required):
Printed name:	Printed name:
Date:	Date:

INSTRUCTIONS – go to www.doh.wa.gov for more information

Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof

Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:

- Birth/Marriage/Divorce record
- Military record (DD-214)
- School transcripts
- Social Security Numident Report
- Certificate of Naturalization
- Hospital/medical record
- Passport
- Green/Permanent Resident card (I-551)

Birth Certificates

- Only a parent(s), legal guardian (if the child is under 18), or the named individual (if 18 or older) may change the birth certificate
 - The proof(s) must match the asserted fact(s). For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe
 - Documentary proof must be five or more years old or established within five years of birth

Child under 18 <ul style="list-style-type: none"> • If legal guardian(s), include certified court order proving guardianship • Up to age one, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names)* • After age one, a court order is required to change the last name • No proof is required to change the first or middle name* • To correct parent's information, one documentary proof is required. • To correct the sex of the child, one documentary proof from a medical provider is required 	Adult (18 years or older) <ul style="list-style-type: none"> • Only the adult can change his or her birth certificate • If the first or middle name is missing, three pieces of documentary proof are required • If the first, middle and/or last name is misspelled, or date of birth is incorrect, two pieces of documentary proof are required • To correct parent's birth date, place of birth, or name, one documentary proof is required
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- *To change any part of the name of a child using this form, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate 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). 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

DOH 422-034 January 2015



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

CERTIFIED

AUG 10 2020

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


0 3 8 0 6 9 7 6