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06/21/2021 09:29 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

When Recorded-Return to:

Lorna M. Ellestad, Pro Se
14169 Avon Allen Road
Mount Vernon, WA 98273

DOCUMENT TITLE:

COMMUNITY PROPERTY AGREEMENT

GRANTORS:

MILLER, JON S. (now deceased)
ELLESTAD, LORNA M. (surviving spouse)

Additional names on page ___ of document

GRANTEE:

ELLESTAD, LORNA M. (surviving spouse)
MILLER, JON S. (now deceased)
THE PUBLIC

Additional names on page ___ of document

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20212783
JUN 21 2021

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

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

ASSESSOR'S PARCEL/TAX I.D. NUMBER: P21751, P112827, P121027,
P121028

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional reference numbers on page ___ of document

COMMUNITY PROPERTY AGREEMENT (Conversion at Death)

This is an agreement dated this 13th day of November, 2018, between **JON S. MILLER** ("Husband") and **LORNA M. ELLESTAD** ("Wife"), husband and wife, pursuant to the provisions of RCW 26.16.120, authorizing agreements between husband and wife concerning the status and disposition of community property to take effect upon the death of either.

IT IS HEREBY AGREED AS FOLLOWS:

1. Conversion at Death. The parties do not intend by this Agreement to change the status of any of their property at this time. Upon the death of either of the parties hereto, any separate property owned by either of them shall become community property.
2. Vesting at Death of Spouse. If one spouse dies and the other spouse survives by ten (10) days, all property of the deceased spouse shall vest in the surviving spouse as of the moment of death of the first spouse to die.
3. Disclaimer. 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 property. The interest disclaimed shall pass as if the provisions of Paragraph 2 above had been revoked as to such interest, with the surviving spouse being entitled to the benefits provided by any alternate disposition applicable to the disclaimed interest.
4. Property Held in Joint Tenancy; Tenancy in Common. Property held by the parties in joint tenancy, and any transfer or attempted transfer of community property into joint tenancy form, shall not change its status as community property. Holding of such property in joint tenancy, or any transfer or attempted transfer, shall be deemed to be for the convenience of the parties only and any such property shall be deemed to be community property, and the absolute ownership and title of all such property shall vest in the survivor of the parties hereto as provided herein. Property held by the parties as tenants in common shall also be deemed to be community property and vest as provided in this Agreement.
5. Automatic Revocation. This Agreement shall terminate and become void upon the filing by either party of a petition, complaint or other pleading for separation, dissolution or divorce.
6. Optional Revocation by One Party. If either party becomes disabled, the other party shall have the power to terminate the provisions of paragraph 2 above. 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 spouse. Each party hereby designates the other

Community Property Agreement - 1

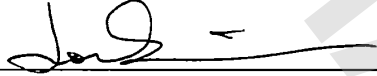
N:\HOME\HEATHER\PE R S O N A L\ELLESTAD, Lorna\2018 EP\CPA (Miller.Ellestad) 092518.docx

party as attorney-in-fact to become effective upon disability to agree to such termination. For the purposes of this paragraph, a spouse shall be deemed disabled if a person duly licensed to practice medicine in the state of Washington signs a statement declaring that the named spouse is unable to manage his or her own affairs.

7. Revocation of Inconsistent Agreements. To the extent this Agreement is inconsistent with the provisions of any community property agreement, will or other arrangement previously made by either or both of the parties that affects the parties' community property, the terms of this Agreement shall be deemed to revoke such prior provisions to the extent of the inconsistency.

8. Rights of Parties. The parties acknowledge that they have each been advised of their right to be represented by independent counsel prior to signing this Agreement, and hereby expressly waive that right.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



JON S. MILLER, Husband



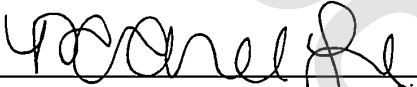
LORNA M. ELLESTAD, Wife

STATE OF WASHINGTON }
 } ss.
COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that **JON S. MILLER** and **LORNA M. ELLESTAD** 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13th day of November, 2018.





Printed Name RACHEL FRANULOVICH
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 11-09-2021

Community Property Agreement - 2

PLEASE TYPE OR PRINT CLEARLY IN BLACK INK ONLY

STATE OF WASHINGTON,
County Of Skagit } SS.

Marriage Certificate

No 57636

THIS IS TO CERTIFY, that the undersigned, a Lutheran Minister

OFFICIANT TITLE

by authority of a Marriage License dated the 4th day of June, A.D. 1999

DATE OF LICENSE

and issued by the County Auditor of the County of Skagit did, on the 12th day of June, A.D. 1999

DATE OF MARRIAGE

at Sedra-Marley in the County and State aforesaid, join in lawful wedlock

Jan S. Miller of Mr Vernon of the State of Washington

GROOM'S NAME

of Mr Vernon

of the State of Washington

and Lorna Eilesthan of Mr Vernon of the State of Washington

BRIDE'S NAME

of Mr Vernon

of the State of Washington

with their mutual assent, in the presence of Patricia McMillian

FIRST WITNESS NAME

and Jeffery Knapp witnesses.

SECOND WITNESS NAME

IN TESTIMONY WHEREOF, witness the signatures of the parties to said ceremony, the witnesses and myself, this 12th

day of June, A.D. 1999

DATE SIGNED

OFFICIATING CLERGY OR OFFICER

Walter C. Rice
SIGNATURE

Walter C. Rice
PRINT NAME

GROOM'S SIGNATURE AS APPEARS ON LICENSE

FIRST WITNESS SIGNATURE

Patricia McMillian
SIGNATURE

Patricia McMillian
PRINT NAME

BRIDE'S SIGNATURE AS APPEARS ON LICENSE

SECOND WITNESS SIGNATURE

Sedra-Marley
SIGNATURE

Sedra-Marley
PRINT NAME

BRIDE'S SIGNATURE AS APPEARS ON LICENSE

SECOND WITNESS SIGNATURE

1006 Mirabeau
ADDRESS

Sedra-Marley
CITY

Washington
STATE

98284
ZIP

For office use only

Filed

Void if marriage not solemnized on or before

R.C.W. 26.04.180

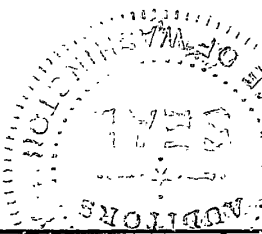
By

Deputy

The person performing the ceremony must fill out and file this certificate within 30 days thereafter, with the County Auditor of Skagit County under penalty of a fine of not less than \$25.00 or more than \$300.00.

IMPORTANT
NOTICE
READ CAREFULLY

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS
I, Auditor of Skagit County, State of Washington, do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in my office.
IN WITNESS WHEREOF, I hereunto set my hand and seal of office, this 12th day of June, 2015.
Auditor



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