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10/25/2024 02:51 PM Pages: 1 of 6 Fees: \$308.50
Skagit County Auditor

After recording return to:

Alexis Oles
North City Law
913 Seventh Street
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20242-107
OCT 25 2024

Amount Paid \$0
By Skagit Co. Treasurer
Deputy

DOCUMENT TITLE: AFFIDAVIT REGARDING COMMUNITY PROPERTY

GRANTOR: JAMES RUFUS CHOATE; PRISCILLA JEANETTE CHOATE SCHELL,
deceased

GRANTEE: THE PUBLIC

ASSESSOR'S PARCEL/TAX NUMBERS: P56337/3772-234-003-0002 AND

ASSESSOR'S PARCEL/TAX NUMBERS: P56343/ 3772-234-020-0001

AFFIDAVIT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

James Rufus Choate, being first duly sworn, upon oath, deposes and says:

That I am the surviving spouse of Priscilla Jeannete Choate Schell (the Decedent), who died Augusts 26, 2024, at Everett, Snohomish County, Washington. At that time, the Decedent and I were both residents of Anacortes, Skagit County, Washington.

This Affidavit is for the purpose of supplying information pertaining to the Estate of Priscilla Jeannete Choate Schell and it is intended that the statements set forth herein shall be considered representations of fact, which may be relied upon by all persons dealing with the real property described herein and with any other community property.

That at the time of the death of Priscilla Jeannete Choate Schell, there was in full force and effect a Community Property Agreement, executed by myself, James Rufus Choate and Priscilla Jeannete Choate Schell on April 2, 2003. The original Agreement is attached hereto. The Agreement specifies that all property of myself, and my late wife, whenever acquired from any source and including all property to be acquired after the date of the Agreement shall be considered to be community property. The Agreement further provided that in the event of the death of either spouse, all community property, whether real or otherwise, would immediately become the sole property of the survivor spouse.

The Decedent also executed a Last Will and Testament, but no probate is planned, in view of this Community Property Affidavit.

That all expenses of the Decedent's last illness, funeral and costs of administration have been paid and I know of no unpaid creditors of the Decedent or of our former marital community.

That among the property that the Decedent and I held as community property was the following described real estate:

LOTS 17 AND 18, BLOCK 16, BEALE'S MAPLE GROVE ADDITION TO THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY WASHINGTON.

Situated in the County of Skagit, State of Washington.

AND


PARCEL 1: LOTS 19 AND 20, BLOCK 234, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL 2: LOTS 1 THROUGH 3, BLOCK 234, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

The Decedent's estate is not subject to estate tax for the federal government or the State of Washington, as the surviving spouse is a citizen of the United States, with an unlimited marital deduction.

Dated this 20 day of September 2024.

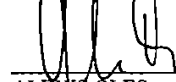

James Rufus Choate, surviving spouse

SUBSCRIBED AND SWORN to before me this 30th day of September 2024.

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this day personally appeared before me JAMES RUFUS CHOATE to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of September, 2024.

 Alexis Oles
ALEXIS OLES

Notary Public in and for the State of Washington
Residing at Anacortes, Washington
My Commission Expires June 19, 2027



WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221

COMMUNITY PROPERTY AGREEMENT

AGREEMENT made this 2nd day of April, 2003, between JAMES RUFUS CHOATE and PRISCILLA S. CHOATE, aka PRISCILLA JEANETTE SCHELL CHOATE, husband and wife, both of whom are domiciled in the State of Washington. In consideration of their mutual agreements set forth below, the parties agree as follows:

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 or may have been or may be 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 her, 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. **Vesting at Death of a Spouse:** 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.

COMMUNITY PROPERTY AGREEMENT - 1

ORIGINAL

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 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; or

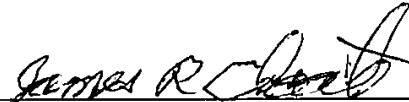
c. Immediately prior to death if the order of death cannot be ascertained.

5. Optional Revocation by One Party: If either party becomes incapacitated, the other party shall have the power to terminate the provisions of paragraph 2 and each party designates the other as attorney-in-fact to become effective upon incapacity to exercise such power. The termination shall be effective upon the delivery of written notice thereof to the incapacitated spouse and to the guardians, if any, of the person and of the estate of the incapacitated person. For the purposes of this paragraph, a spouse shall be deemed incapacitated if a person duly licensed to practice medicine in the State of Washington signs a statement declaring that the person is unable to manage his or her own property or financial affairs.

6. Powers of Appointment: This Agreement shall not affect any power of appointment now held by or hereafter given to Husband or Wife 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. Revocation of Inconsistent Agreements: 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 inconsis-
tency.



JAMES RUFUS CHOATE

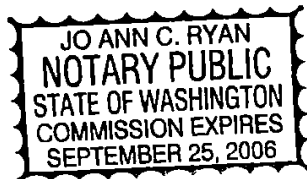



PRISCILLA S. CHOATE

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that
JAMES RUFUS CHOATE and PRISCILLA S. CHOATE signed this
instrument and acknowledged it to be their is free and volun-
tary act for the uses and purposes mentioned in the instru-
ment.

DATED: 4-2-03





Notary Public in and for the State
of Washington, residing at Anacortes.
My appointment expires: 9-25-06.

1
2
3 STATE OF WASHINGTON)
4) ss
COUNTY OF SKAGIT)

5 The undersigned, being first duly sworn on oath deposes and
6 says:

7 The document to which this affidavit is attached, affixed, or
8 annexed was on the 2nd day of April, 2003, published by PRISCILLA
S. CHOATE, who;

9 a. was over the age of 18 years and appeared to be of sound
10 mind and memory and to be acting freely and without any duress,
fraud, or undue influence;

11 b. signed the document in our presence and declared it to be
her Last Will and Testament;

12 c. requested us to sign the document as witnesses, which we
13 then and there did in her presence and in the presence of each
other;

14 d. requested us to make this affidavit in accordance with
15 the applicable laws of the State of Washington.

16 James E. Anderson
17 (signature of witness)

18 Joann C. Ryan
19 (signature of witness)
20

21 Signed, sworn to (or affirmed) and attested to by
22 JAMES E. ANDERSON and JOANN C. RYAN
23 on this 2nd day of April, 2003.

24
25 **JOYCE ELAINE ANDERSON**
26 **NOTARY PUBLIC**
27 **STATE OF WASHINGTON**
COMMISSION EXPIRES
MAY 29, 2004

28 Joyce Elaine Anderson
Notary Public in and for the State of
Washington, residing at Anacortes.
My appointment expires: 5-29-2004.
Joyce Elaine Anderson
(Printed Name)

LAW OFFICE OF
JAMES E. ANDERSON, P.S.
1101 8TH STREET, SUITE C
P.O. BOX 727
ANACORTES, WASHINGTON 98221
TELEPHONE (360) 293-3177
FAX (360) 299-0385