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03/09/2026 09:33 AM Pages: 1 of 8 Fees: \$310.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
Shellie Deann Henderson
17781 Blodgett Road
Mount Vernon, WA 98274

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2026.0612
MAR 09 2026

Amount Paid \$ 0
Skagit Co. Treasurer
By [Signature] Deputy

AFFIDAVIT: LACK OF PROBATE
(Community Property Agreement: Surviving Spouse)

GRANTOR: MIKEL DAVID HENDERSON, deceased

GRANTEE: MICHELLE DEANN HENDERSON, surviving spouse

ASSESSOR'S PROPERTY TAX
PARCEL OR ACCOUNT NOS. P29630 / XrefID 340432-4-012-0014

ABBREVIATED LEGAL DESCRIPTION: Section 32, Township 34 North, Range 4 East - SWSE

FULL LEGAL DESCRIPTION: Full Legal on Pages 1-2.

MICHELLE DEANN HENDERSON, being first duly sworn upon oath, deposes and says:

1. Status. I am the surviving spouse of MIKEL DAVID HENDERSON, who died on January 28, 2026, a resident of Mount Vernon, Skagit County, Washington. A certified copy of his Death Certificate is attached to this Affidavit.

2. Real Property. Decedent, Mikel David Henderson, left a community interest in real property described in this Affidavit. Mikel David Henderson and Michelle Deann Henderson were husband and wife, held title to the property as Mikel Henderson and Michelle Henderson, husband and wife, and as such the property is community in nature, belonging to the surviving spouse, Michelle Deann Henderson, as the sole and rightful owner under RCW 11.04.015(1)(a). Said real property situated in the County of Skagit and State of Washington is fully described as follows:

That portion of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at the Northeast corner of said West 1/2 of the Southwest 1/4 of the Southeast 1/4; thence South 0°44'30" East along said East line 180.0 feet; thence South 89°15'30" West 166.2 feet to the East Line of the Blodgett Road; thence North 16°00' West along the East

line of said road to the North line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $88^{\circ}29'40''$ East along the North line of said subdivision 210.66 feet to the point of beginning;

EXCEPT the South 20 feet of the above-described Tract.

Property Address: 17781 Blodgett Road, Mount Vernon, Washington 98274.

3. Decedent's Wills & Probate. Mikel David Henderson left a Last Will and Testament deposing of his entire estate to his wife, Michelle Deann Henderson. The Will, unrevoked at his death was filed in Skagit County Clerk's Office in Case No. 26-4-00052-29, but was not offered for probate.

In addition, Decedent left a Community Property Agreement dated March 2, 2025, providing that upon the death of either spouse all community property would vest immediately in the surviving spouse, a copy of which is attached to this document. The original Community Property Agreement was not rescinded, revoked or modified at Decedent's death and is currently in the possession of my husband's half-brother, John Tag Henderson, who has refused to return it despite multiple requests. The Community Property Agreement was valid at the time of my husband's death and is being wrongfully withheld without legal justification.

4. Decedent's Debts & Expenses. All of the debts and expenses (including expenses of last illness, funeral, and burial) of Mikel David Henderson, and the liabilities and other obligations of the marital community, are being provided for and are the responsibility of the surviving spouse.

5. Federal Estate Tax. Decedent's estate is not liable for Federal Estate Tax.

6. Washington Assistance. Decedent was not liable for repayment for subsistence or medical care to the state of Washington.

7. Purpose of Affidavit. I am making this Affidavit and the representations made in it to induce any party, including but not limited to purchasers and title insurers, dealing with the Community Property Agreement (the "Agreement") referenced in paragraph 3. above, and any financial accounts, life insurance, retirement benefits, tangible personal property and all other assets of decedent, subject to the Agreement, to rely upon the Agreement and all of its terms and provisions.

DATED this 9th day of March, 2026.

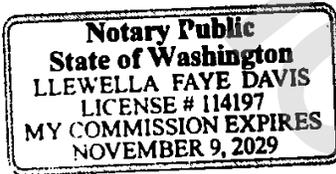
Michelle Henderson

MICHELLE DEANN HENDERSON,
Surviving Spouse of Mikel David Henderson

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me MICHELLE DEANN HENDERSON, 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 9th day of March, 2026.



Llewella Faye Davis
NOTARY PUBLIC in and for the state of Washington
Residing at: Mount Vernon
My commission expires: 11/9/2029

STATE OF WASHINGTON
DEPARTMENT OF HEALTH



CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2026-004453

DATE ISSUED: 02/02/2026
FEE NUMBER:

FIRST AND MIDDLE NAME(S): MIKEL DAVID
LAST NAME(S): HENDERSON
AKA: MIKE HENDERSON

AKA: AKA:

COUNTY OF DEATH: SKAGIT
DATE OF DEATH: JANUARY 28, 2026
HOUR OF DEATH: 12:20 PM
SEX: MALE AGE: 58 YEARS
SOCIAL SECURITY NUMBER: [REDACTED]

PLACE OF DEATH: DECEDENT'S HOME
FACILITY OR ADDRESS: 17781 BLODGETT ROAD
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98274

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO
RACE: WHITE

RESIDENCE STREET: 17781 BLODGETT ROAD
CITY, STATE, ZIP: MOUNT VERNON, WA 98274
INSIDE CITY LIMITS: NO COUNTY: SKAGIT
TRIBAL RESERVATION: NOT APPLICABLE
LENGTH OF TIME AT RESIDENCE: 23 YEARS

BIRTH DATE: [REDACTED]
BIRTHPLACE: RICHLAND, WASHINGTON

FATHER: TOWNSEND CORNELIUS HENDERSON
MOTHER: JOANN [REDACTED]

MARITAL STATUS: MARRIED
SURVIVING SPOUSE: MICHELLE DEANN SATHER

METHOD OF DISPOSITION: CREMATION
PLACE OF DISPOSITION: EVERGREEN CREMATION

OCCUPATION: DRIVER - TRUCK
INDUSTRY: CONSTRUCTION - GENERAL
EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED
US ARMED FORCES: NO

CITY, STATE: OAK HARBOR, WASHINGTON
DISPOSITION DATE: FEBRUARY 03, 2026

FUNERAL FACILITY: LEMLEY CHAPEL

INFORMANT: JOHN TAG HENDERSON
RELATIONSHIP: BROTHER
ADDRESS: 27 NOLLKAMPER ROAD, BOERNE, TX 78006

ADDRESS: 1008 THIRD ST
CITY, STATE, ZIP: SEDRO WOOLLEY, WASHINGTON 98284
FUNERAL DIRECTOR: DOUGLAS E. HUTTER

CAUSE OF DEATH:
A: CIRRHOSIS OF THE LIVER
INTERVAL: 2 YEARS
B: ALCOHOL ABUSE
INTERVAL: UNKNOWN

C: INTERVAL:
D: INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: OBESITY WITH PRESUMED
OBESITY RELATED LIVER FAILURE

MANNER 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: NOT APPLICABLE

DATE OF INJURY:
HOUR OF INJURY:
INJURY AT WORK:
PLACE OF INJURY:

CERTIFIER NAME: LESLIE A. ESTEP, MD
TITLE: PHYSICIAN
CERTIFIER ADDRESS: 227 FREEWAY DRIVE SUITE A
CITY, STATE, ZIP: MOUNT VERNON, WASHINGTON 98273
DATE SIGNED: JANUARY 29, 2026

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

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

IF TRANSPORTATION INJURY, SPECIFY: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: CHERYL PETERSON
DATE RECEIVED: FEBRUARY 02, 2026



Affidavit for Correction

03/09/2026 09:38 AM Page 5 of 6 Statistics P.O. Box 47814 Olympia, WA 98504-7814 360-236-4300

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

STATE OFFICE USE ONLY

State File Number Fee Number Initials Date Affidavit Number

Required information must match current information on record

Record Type: Birth Death Marriage 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)
5. Mother/Parent Full Birth Name (Spouse B for Marriage or Dissolution)
6. Name of Person Requesting Correction: Relationship to Person on Record: Self Guardian Informant Hospital Parent(s) Funeral Director Other (specify)
7. Return Mailing Address: PO Box or Street Address City State Zip
Telephone Number: Email Address:

Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:

8. The record currently shows: 9. The true fact is:
10. 11.
12. 13.

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

14a. Signature: 14b. Signature of 2nd parent (if required):
Printed name: Date: Printed name: Date:

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

Required proof documentation must be submitted with the affidavit and include full name and birth date. Examples of proof documentation include:
• Birth/Marriage/Divorce record • Military record (DD-214) • School transcripts • Social Security Numident Report
• Certificate of Naturalization • Hospital/medical record • Copy of Passport / Enhanced ID • Green/Permanent Resident card (I-551)
You cannot use a Driver's license, Social Security card, or hospital decorative birth certificate as proof documentation.

Birth Certificates

- 1. 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.
2. 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.
3. Proof documentation must be five or more years old or established within five years of birth.
4. This affidavit cannot be used to add a parent to a birth certificate (use Acknowledgment of Parentage form DOH 422-159).

Child under 18

- If legal guardian(s), include certified court order proving guardianship.
• Up to age one or up to one year following the filing of an Acknowledgment of Parentage form, last name can be changed once to either parents' name on certificate (can be any combination of the first, middle or last names); thereafter, 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 proof documentation is required.
• To correct the sex of the child, one proof documentation from a medical provider is required.
*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.

Death Certificates

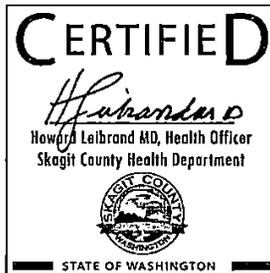
- 1. Only the informant may change the non-medical information without proof documentation. The funeral director, executors/administrators, or a family member may change the non-medical information with proof documentation. Family members are spouse or registered domestic partner, parent, sibling, or adult child or stepchild. Marital status requires a certified 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 proof documentation.
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.



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



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COMMUNITY PROPERTY AGREEMENT

This **COMMUNITY PROPERTY AGREEMENT** dated March 2, 2025, is between **Mikel David Henderson** and **Michelle Deann Henderson** (the "parties"), as husband and wife.

The parties are married to each other, are residents of the State of Washington, and desire to enter into this Agreement in order to set forth the status of their property as Community Property and to provide for its disposition to the survivor of them at the death of the first of them to die.

WHEREFORE, the parties revoke all prior Community Property Agreements and any other agreement regarding the status or disposition of his, her, or their property to the extent of any inconsistency with this Agreement and agree as follows:

1. **Financial Disclosure.** Each party has fully disclosed to the other party his/her assets, income, debts, and liabilities, and the other party is satisfied that full disclosure has been made.
2. **Status of Property.** All property of whatever nature or description, whether separate, community, or quasi-community and whether real, personal, or mixed, wherever located, within or without the State of Washington, now owned or hereafter acquired by either party or both of the parties shall be and is the Community Property of the parties.
3. **Disposition of Property.** Upon the death of either party survived by the other party, all interest of the deceased party in the then-current Community Property of the parties shall vest in the survivor at the moment of death and pass to and become the sole and separate property of the surviving spouse.
4. **Disclaimer.** Upon the death of either party survived by the other party, the surviving spouse may disclaim, in whole or in part, and if in part, any specific part, share, or asset, any interest passing under this Agreement. Upon such disclaimer, the disclaimed interest shall pass as if Paragraphs two (2) and three (3), immediately above, had been revoked as to that interest at the deceased spouse's death but with the surviving spouse continuing to be entitled to any benefits by any alternative disposition.
5. **Automatic Revocation of Paragraph Three.** Paragraph 3 above, shall be automatically revoked upon the occurrence of any of the following events:
 - A. The simultaneous death of both parties or if the order of their deaths cannot be reasonably determined; or

- B. The filing in a Court of competent jurisdiction of a Petition for Marital Dissolution, Legal Separation, or Declaration of Marital Invalidity by either party or both parties, *followed by the death of either party before such proceeding is dismissed, abandoned, or completed* with its completion being determined by the entry of an Order of Dissolution, Legal Separation, or Marital Invalidity, respectively.

6. Optional Revocation of Paragraph Three by Either Party by Disability. If either party becomes disabled, the other party may revoke Paragraphs two (2) and three (3) above, but only in a written statement signed by that party and acknowledged before a Notary Public. For purposes of this paragraph, a party shall be "disabled" if he/she is:

- A. Determined in a written statement to be unable to adequately manage his/her property or financial affairs by the party's treating physician or two independent physicians; or
- B. Found to be legally disabled by a Court of competent jurisdiction.

7. Optional Revocation of Paragraphs Two and Three by Both Parties. Paragraphs two (2) and three (3) may be revoked by both parties, but only through a written document signed by both parties and acknowledged before a Notary Public.

9. Revocation of this Agreement. This Community Property may be revoked by the parties with the same formalities it has been entered, namely by a written and notarized document signed by both parties.

10. Independent Counsel. *Each party recognizes that they have a right to be represented by independent counsel regarding the advisability of entering into this Agreement and hereby declares that they have exercised or have voluntarily waived the right to counsel.*

IN WITNESS WHEREOF, the Parties have signed this Agreement on March 2, 2025.



 Mikel David Henderson, Husband



 Michelle Deann Henderson, Wife

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day personally appeared before me **Mikel David Henderson** and **Michelle Deann Henderson**, proven to be the individuals described in and who executed the within and foregoing Community Property Agreement and who acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal March 2, 2025.



Merella Anne Davis
NOTARY PUBLIC in and for the State of Washington
Residing at: Mount Vernon, WA
My appointment expires on: 11-09-25