

Return Address:

J.C. Brown Law Office  
P.O. Box 384  
Cashmere, WA 98815

**AFFIDAVIT REGARDING COMMUNITY PROPERTY AGREEMENT**

**Grantors:** KILL, DANIEL E.  
KILL, SHERRIE V.  
**Grantees:** KILL, DANIEL E.  
KILL, SHERRIE V.  
**Legal Description: (abbreviated):** Ptn. S. 1/2 SE 1/4 Sec. 13, Twsp. 23 N., R. 17 E.W.M., Chelan County; Lot 1 Wright Short Plat 1024, Chelan County; Ptn. Lot 2, Block 1, Orchard Home Addition to Mission, Chelan County  
**Assessor's Tax Parcel I.D. Nos.:** 23-17-13-440-050, 23-17-13-440-170, 23-19-04-750-020

State of Washington     )  
  )  
County of Chelan         )

SHERRIE V. KILL (“Affiant”), being first duly sworn, deposes and says:

That Affiant is the surviving spouse of DANIEL E. KILL (the “Decedent”) who died in Chelan County, Washington on March 19, 2019. A copy of the Decedent’s death certificate is attached hereto.

That Affiant and the Decedent had provided for the disposition of all of their property, whether community or separate, by entering into a “Community Property Agreement” dated April 27, 2018. Said Community Property Agreement is attached to this affidavit and by this reference made a part hereof.

1           That at the time of the execution of the Community Property Agreement the  
2 parties thereto were of sound mind and memory and were not in any way acting under  
3 menace, fraud, duress, undue influence, or misrepresentation; that the Community  
4 Property Agreement remained in full force and effect from the date of execution thereof  
5 to the date of Decedent's death, the same having never been amended, altered, canceled  
6 or changed in any manner.

7           That the Decedent had executed a Last Will and Testament dated April 27, 2018  
8 (the "Will"), in which he gave, devised, and bequeathed all of his property and estate  
9 to Affiant absolutely, which will be filed with the Death Certificate of the Decedent in  
10 the office of the Clerk of Chelan County, State of Washington promptly after recording  
11 of this affidavit; that no proceedings have been instituted or contemplated to have  
12 admitted to probate the Will or any Will of the Decedent or for letters of administration  
13 upon his estate and that no proceedings have been instituted to contest or set aside or  
14 cancel the Community Property Agreement.

15           That the creditors of said decedent or of the former marital community have  
16 been paid or provided for including funeral expenses or expenses of last illness.

17           That the value of the community estate as of the date of death, including all real  
18 and personal property, exceeds any claims of creditors. Decedent's community interest  
19 in our property was less than the exemption equivalent of \$2,193,000 allowed by law  
20 in 2019. Accordingly, there is no estate tax due and owing the Internal Revenue Service  
21 or the State of Washington.  
22  
23  
24

COMMUNITY PROPERTY  
AFFIDAVIT- 2

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That under the terms of the Community Property Agreement, upon the death of either of the parties to the marital community, title to all community real and personal property should immediately vest in fee simple in the survivor.

At his death Decedent and I held title to the following parcels of real estate:

- a. 3681 Old Blewett Rd., Peshastin, WA 98847, Chelan County Assessor's Parcel No. 23-17-13-440-050, more fully described as:

Commencing at the Northeast Corner of Lot 4, located in the South half of the Southeast Quarter of Section 13, Township 23 North, Range 17, East of the Willamette Meridian, as the Point of Beginning; thence South along the East Section line a distance of 209 feet; thence West a distance of about 640 feet to the Old Blewett Pass Highway; thence North a distance of about 209 feet along the East boundary of said Highway to the North line of said Lot 4; thence East along the North line of said Lot 4 to the Point of Beginning.

Fair market value as of the date of death: \$119,562

- b. NNA Old Blewett Rd., Peshastin, WA 98847, Chelan County Assessor's Parcel No. 23-17-13-440-170, more fully described as:

Lot 1, Wright Short Plat No. 1024, Chelan County, Washington, according to the short plat thereof recorded in Book SP-1 of Short Plats, page 82, records of said County.

Fair market value as of the date of death: \$48,781

- c. 209 Woodring St., Cashmere, WA 98815, Chelan County Assessor's Parcel No. 23-19-04-750-020, more fully described as:

Lot 2, Block 1, Orchard Home Addition to Mission, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, page 65, EXCEPT that portion deeded to the Town of Cashmere, under Auditor's No. 715994.

Fair market value as of the date of death: \$165,628

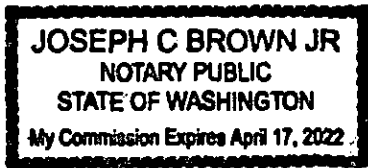
COMMUNITY PROPERTY  
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1 That this affidavit is made in part to induce a title insurance company to issue  
2 its policy of title insurance on the interest of in the aforesaid real estate passing to affiant  
3 by virtue of said Community Property Agreement.

4 Sherrie V. Kill  
5 Sherrie V. Kill

6 Signed and sworn to or affirmed before me this 2<sup>nd</sup> day of April 2019.  
7



Joseph C Brown Jr  
NOTARY PUBLIC for the State of Washington  
Joseph C. Brown, Jr.  
My commission expires April 17, 2022

COMMUNITY PROPERTY  
AFFIDAVIT- 4

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STATE OF WASHINGTON  
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH



CERTIFICATE NUMBER: 2019-013123

LOCAL FILE NUMBER: 19223

DATE ISSUED: 03/26/2019

FEE NUMBER: 400145

FIRST AND MIDDLE NAME(S): DANIEL EDWARD  
LAST NAME(S): KILL

COUNTY OF DEATH: CHELAN

DATE OF DEATH: MARCH 19, 2019

HOUR OF DEATH: UNKNOWN

SEX: MALE

AGE: 65 YEARS

SOCIAL SECURITY NUMBER:

HISPANIC ORIGIN: NO, NOT SPANISH/HISPANIC/LATINO

RACE: WHITE

BIRTH DATE: APRIL 18, 1953

BIRTHPLACE: WENATCHEE, WA

MARITAL STATUS: MARRIED

SPOUSE: SHERRIE V BECKLEY

OCCUPATION: CARPENTER / OWNER

INDUSTRY: CARPENTER UNION / FLORIST

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

US ARMED FORCES: NO

INFORMANT: SHERRIE V KILL

RELATIONSHIP: WIFE

ADDRESS: PO BOX 182, DRYDEN, WA 98821

CAUSE OF DEATH:

A: VALVULAR HEART DISEASE

INTERVAL: YEARS

B:

INTERVAL:

C:

INTERVAL:

D:

INTERVAL:

OTHER CONDITIONS CONTRIBUTING TO DEATH: PULMONARY EMPHYSEMA

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: 3681 OLD BLEWETT ROAD

CITY, STATE, ZIP: PESHASTIN, WASHINGTON 98847

RESIDENCE STREET: 3681 OLD BLEWETT ROAD

CITY, STATE, ZIP: PESHASTIN, WA 98847

INSIDE CITY LIMITS: NO

COUNTY: CHELAN

TRIBAL RESERVATION: NOT APPLICABLE

LENGTH OF TIME AT RESIDENCE: 30 YEARS

FATHER/PARENT: JEROME R KILL

MOTHER/PARENT: JANET A ABERCROMBIE

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: C.R. SERVICE

CITY, STATE: WENATCHEE, WASHINGTON

DISPOSITION DATE: MARCH 25, 2019

FUNERAL FACILITY: JONES & JONES - BETTS FUNERAL HOME

ADDRESS: 302 9TH ST

CITY, STATE, ZIP: WENATCHEE, WASHINGTON 98801

FUNERAL DIRECTOR: DANTE GUTIERREZ-ZAMORA

MANNER OF DEATH: NATURAL

AUTOPSY: YES

WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE:

CAUSE OF DEATH: YES

DID TOBACCO USE CONTRIBUTE TO DEATH: NO

PREGNANCY STATUS IF FEMALE: NO RESPONSE

CERTIFIER NAME: WAYNE E. HARRIS

TITLE: CORONER/ME

CERTIFIER ADDRESS: 415 WASHINGTON STREET, SUITE 205

CITY, STATE, ZIP: WENATCHEE, WA 98801

DATE SIGNED: MARCH 22, 2019

CASE REFERRED TO ME/CORONER: NO

FILE NUMBER: CH2019-116

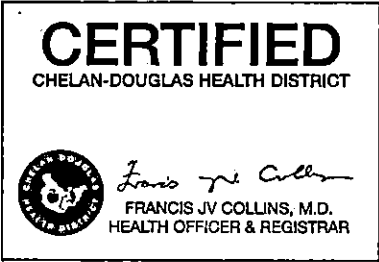
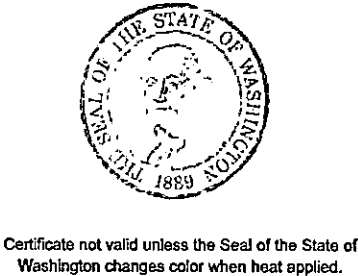
ATTENDING PHYSICIAN: NOT APPLICABLE

LOCAL DEPUTY REGISTRAR: LORENA OROZCO

DATE RECEIVED: MARCH 25, 2019

	<b>Affidavit for Correction</b>				Mail to: <b>Center for Health Statistics</b> P.O. Box 47814 Olympia, WA 98504-7814 360-236-4300	
	<b>This is a legal document. Complete in ink and do not alter.</b>					
<b>STATE OFFICE USE ONLY</b>						
State File Number		Fee Number		Initials	Date	Affidavit Number
<b>Required</b>	<b>Required information must match current information on record</b>					
	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 Legal 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 Person on Record: <input type="checkbox"/> Self <input type="checkbox"/> Guardian <input type="checkbox"/> Informant <input type="checkbox"/> Hospital <input type="checkbox"/> Parent(s) <input type="checkbox"/> Funeral Director <input type="checkbox"/> Other (specify)					
	7. Return Mailing Address: P.O. Box or Street Address City State Zip					
Telephone Number: ( )			Email Address:			
<b>Use the section below for requesting any changes on the record. The record is incorrect or incomplete as follows:</b>						
<b>The record now shows:</b>			<b>The true fact is:</b>			
8.			9.			
10.			11.			
12.			13.			
14.			15.			
<b>I declare under penalty of perjury under the laws of the State of Washington that the forgoing is true and correct</b>						
16a. Signature:			16b. Signature of 2 <sup>nd</sup> parent (if required):			
Printed name:		Date:	Printed name:		Date:	
<b>INSTRUCTIONS – go to <a href="http://www.doh.wa.gov">www.doh.wa.gov</a> for more information</b>						
<b>Driver's license, Social Security card or hospital decorative birth certificate cannot be used as proof</b>						
Required documentary proof must be submitted with the affidavit and include full name and birth date. Examples of documentary proof include:						
<ul style="list-style-type: none"><li>• Birth/Marriage/Divorce record</li><li>• Military record (DD-214)</li><li>• School transcripts</li><li>• Social Security Numident Report</li><li>• Certificate of Naturalization</li><li>• Hospital/medical record</li><li>• Passport</li><li>• Green/Permanent Resident card (I-551)</li></ul>						
<b>Birth Certificates</b>						
<ol style="list-style-type: none"><li>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.</li><li>2. <b>The proof(s) must match the asserted fact(s).</b> For example, if the affidavit says the name should be Mary Ann Doe, the proof must show the name to be Mary Ann Doe.</li><li>3. Documentary proof must be five or more years old or established within five years of birth.</li></ol>						
<b>Child under 18</b>						
<ul style="list-style-type: none"><li>• If legal guardian(s), include certified court order proving guardianship</li><li>• 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)*</li><li>• After age one, a court order is required to change the last name</li><li>• No proof is required to change the first or middle name*</li><li>• To correct parent's information, one documentary proof is required.</li><li>• To correct the sex of the child, one documentary proof from a medical provider is required</li></ul>						
<b>Adult (18 years or older)</b>						
<ul style="list-style-type: none"><li>• Only the adult can change his or her birth certificate</li><li>• If the first or middle name is missing, three pieces of documentary proof are required</li><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><li>• To correct parent's birth date, place of birth, or name, one documentary proof is required</li></ul>						
*To change any part of the name of a child, signatures from both parents listed on the certificate are required. If one parent is deceased, submit a death certificate with request.						
<b>This affidavit cannot be used to add a father to a birth certificate (use paternity acknowledgment form DOH 422-032)</b>						
<b>Death Certificates</b>						
<ol style="list-style-type: none"><li>1. 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.</li><li>2. The medical information (cause of death) may be changed only by the certifying physician or the coroner/medical examiner.</li></ol>						
<b>Marriage/Dissolution (Divorce) Certificates</b>						
<ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>						

DOH 422-034 October 2015



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**COMMUNITY PROPERTY AGREEMENT OF**  
**DANIEL EDWARD KILL AND SHERRIE VON BECKLEY-KILL**

THIS AGREEMENT is made between DANIEL EDWARD KILL ("Husband"), and SHERRIE VON BECKLEY-KILL ("Wife"), both of whom are domiciled in Peshastin, Chelan County, 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 property 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. Any separate property of the first spouse to die which is owned by that spouse at the time of death (except for property for which a separate beneficiary designation has been made other than by will) shall become and be considered community property as of the moment of the death of the first spouse to die. All such property is referred to in this Agreement as the "described community property."

2. Vesting at Death of a Spouse. If one spouse dies and the other spouse survives by thirty (30) days, all of the described community property shall vest in the surviving spouse as of the moment of the 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 had been revoked as to such interest with the surviving spouse entitled to the benefits provided by any alternate disposition of the disclaimed interest.

COMMUNITY PROPERTY  
 AGREEMENT - 1

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 TEL. (509) 782-1111 OR (206) 601-6326; FAX (425) 642-8351

1           4.       Automatic Revocation. The provisions of Paragraph 2 shall be  
2 automatically revoked:

3           4.1.     Upon the filing by either party of a petition, complaint or other pleading  
4 for separation, dissolution, or divorce; or

5           4.2     Upon the establishment of a domicile out of the State of Washington by  
6 either party; or

7           4.3     Immediately prior to death, if neither party survives the other by thirty  
8 (30) days.

9           5.       Optional Revocation by One Party. If either party becomes disabled,  
10 the other party shall have the power to terminate the provisions of Paragraph 2 and each  
11 party designates the other as attorney-in-fact to become effective upon disability to  
12 exercise such power. The termination shall be effective upon the delivery of written  
13 notice thereof to the disabled spouse and to the guardian, if any, of the person and of  
14 the estate of the disabled person. For purposes of this Paragraph 5, a spouse shall be  
15 deemed disabled if a person duly licensed to practice medicine in the State of  
16 Washington signs a statement declaring that the person is unable to manage his or her  
17 own affairs.

18           6.       Powers of Appointment. This Agreement shall not affect any power  
19 of appointment now held by or hereafter given to Husband or Wife or both of them,  
20 nor shall it obligate Husband or Wife, or both, to exercise any such power of  
21 appointment in any way.

22           7.       Independent Counsel. Each spouse recognizes that he or she has the  
23 right to be represented by independent counsel in arriving at this Agreement and hereby  
24 waives said right and states that each has had an adequate, fair, and full disclosure of  
all assets now owned and the value of each involved in this Agreement.

          8.       Revocation of Prior Community Property Agreement and Inconsistent  
Agreements. To the extent this Agreement is inconsistent with any provisions of any  
other community property agreement or other agreement 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 inconsistency.



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Dated this 27th day of April, 2018.

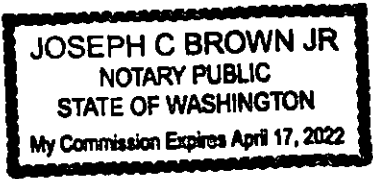
*Daniel Edward Kill*  
Daniel Edward Kill

*Sherrie Von Beckley-Kill*  
Sherrie Von Beckley-Kill

State of Washington       )  
  ) ss.  
County of Chelan        )

I certify that I know or have satisfactory evidence that Daniel Edward Kill and Sherrie Von Beckley-Kill 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 stated therein.

Dated this 27th day of April 2018.



*Joseph C Brown Jr*  
NOTARY PUBLIC for the State of Washington  
Joseph C. Brown, Jr.  
My Appointment Expires April 17, 2022