



REAL ESTATE EXCISE TAX AFFIDAVIT

This form is your receipt when stamped by cashier.

PLEASE TYPE OR PRINT

CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

Form sections 1, 2, and 3: Seller/Grantor (Kayleen Willoughby Co-Trustee, Carla Willoughby Revocable Trust) and Buyer/Grantee (Tia DeBord, Joshua Wilkerson) information, including mailing addresses and phone numbers.

Section 4: Street address of property (1444 Birch Street, Clarkston, WA), location details (unincorporated, Asotin County), and a description of the property (South 77.5 feet of Lot 6 in Curtiss Subdivision).

Section 5: Select Land Use Code(s) (11 Household, single family units) and a question regarding property tax exemption or deferral.

Section 6: Questions regarding property classification (forest land, current use, agricultural, or timber land) and special valuation as historical property.

Section 6 (continued): Notice of Continuance (Forest Land or Current Use) and Notice of Compliance (Historic Property) instructions.

Section 6 (continued): Owner's signature line and deputy assessor information.

Section 7: List all personal property (tangible and intangible) included in selling price.

Section 7 (continued): Information regarding exemptions, including WAC number and reason for exemption.

Table showing financial details: Type of Document (Statutory Warranty Deed), Date of Document (11/12/20), Gross Selling Price (\$164,800.00), Excise Tax (\$1,812.60), and Total Due (\$2,229.80).

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX \*SEE INSTRUCTIONS

Section 8: I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT. Includes signature lines for Grantor and Grantee, and dates of signing (11/13/2020 and 11/12/2020).

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).

REV 84 0001a (6/26/14) THIS SPACE - TREASURER'S USE ONLY COUNTY TREASURER

Nov. 10, 2020

I would like and give  
permission to sign my document  
for the sale of 1494 Birch St.,  
Clarkston, WA. I am currently  
stuck in France due to Covid-19.

Thank you



**AMENDED CERTIFICATION OF TRUST  
CARLA WILLOUGHBY REVOCABLE TRUST**

Pursuant to laws of Washington State, this Certification of Trust is signed by the currently acting Co-Trustees of the Carla Willoughby Revocable Trust created pursuant to agreement dated March 9, 2017, and amended on January 23, 2019, who declares as follows:

1. The Trustor of the Carla Willoughby Revocable Trust is Carla C. Willoughby. The trust was created on March 9, 2017, and amended on January 23, 2019.
2. The current Co-Trustees of the trust are Carla C. Willoughby and Kayleen S. Willoughby. The principal place of administration of the trust and the place at which the records of the trust are kept is at P. O. Box 305, 646 Riverview Blvd, Clarkston, Washington 99403.
3. **Trustee Powers.** Pursuant to the terms of the trust agreement, the Trustee has the following powers:
  - A. **Powers Provided by Statute.** The Trustee shall have all those powers and duties as are found and provided for in RCWA 11.98.070, as they now exist or may hereafter be amended, unless specifically limited or enlarged herein.
  - B. **Trustee's Decisions.** All authority granted to or vested in the Trustee by any provision of this trust is to be exercised in the sole and absolute discretion of the Trustee. Where two Co-Trustees are serving as the Trustee, the decision of the Co-Trustees must be unanimous to take action on behalf of the trust. Where more than two Co-Trustees are serving as the Trustee hereunder, the decision of a majority of such Co-Trustees shall constitute the action of the trust and shall be binding upon the trust, the beneficiaries of the trust and all persons transacting any matter with the trust. The Co-Trustees may appoint a Managing Trustee to administer the day-to-day affairs of the trust.

C. *Trustee's Signature.*

(1) *Co-Trustees.* Where two or more Co-Trustees are serving as the Trustee hereunder, the signature of any one such Co-Trustee shall be sufficient to implement any action of the Trustee taken pursuant to paragraph B. herein, or to perform and/or implement any other duty of the Trustee under the trust.

(2) *Bank or Brokerage Accounts.* The Trustee shall have the authority to deal with accounts maintained by us or on our behalf with financial institutions as defined in RCWA 30.43.010 and with securities broker-dealers as defined and regulated by the provisions of RCWA 21.20.005 as the Trustee deems necessary to further the purposes of the trust. Where more than one Co-Trustee is serving as Trustee, the signature of any one such Co-Trustee shall be sufficient to implement any action of the Trustee taken under paragraph B. herein.

D. *Loans to Beneficiaries.* The Trustee is empowered to make loans to any primary or contingent beneficiary, including himself or herself as a Trustee/beneficiary, so long as the loan is reasonable in the circumstances, adequately supported by collateral, and intended to benefit the trust as a commercially reasonable investment.

E. *Use of Assets.* Our Trustee is hereby authorized to permit any trust beneficiary including those who are also Trustees to use any asset held by the trust for any reasonable purpose without obtaining rent or compensation therefor.

F. *Authority to Sell Real Property or Assets.* Our Trustee may elect to sell any real property, or other asset, included in the trust, provided that the sale price and other terms of sale are economically reasonable. Sales of assets to related parties, including the Trustee, shall not be deemed a conflict of interest, provided that the Trustee shall obtain approval of the Court to purchase any assets from the Trust.

4. *Revocable Trust.* The Carla Willoughby Revocable Trust is revocable.

5. **Trustee's Power to Sign.** Co-Trustees, Carla C. Willoughby and Kayleen S. Willoughby, or either of them, have the power to sign or otherwise authenticate documents in order to exercise the powers of the trustee.

6. **Title to Assets:** Title to assets held in the trust are titled as the Trustee of the Carla Willoughby Revocable Trust.

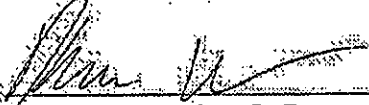
7. **Modification.** The Carla Willoughby Revocable Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certification of Trust to be incorrect.

8. **Excerpts from Trust.** Excerpts from the trust agreement that establish the trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request.

9. **Reliance.** Washington State law provides that a person who acts in reliance upon a certification of trust without knowledge that the representations contained therein are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in the certification. Knowledge of the terms of the trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the certification.

Dated this 23<sup>rd</sup> day of January, 2019.

  
\_\_\_\_\_  
Carla C. Willoughby, Co-Trustee

  
\_\_\_\_\_  
Kayleen S. Willoughby, Co-Trustee

STATE OF IDAHO )  
 ) ss:  
County of Nez Perce )

On this day personally appeared before me Carla C. Willoughby and Kayleen S. Willoughby, to me known to be the Co-Trustees of the Carla Willoughby Revocable Trust, and the individuals described in and who executed the within and foregoing instrument, and 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 this 23<sup>rd</sup> day of January, 2019.



Shawna Koehn  
Notary Public in and for said State  
Residing at or employed in Lewiston  
My commission expires: 3/19/22

AMENDED CERTIFICATION OF TRUST  
CARLA WILLOUGHBY  
REVOCABLE TRUST -- 4

Creason, Moore, Dokken & Geldl, PLLC  
P.O. Drawer 835, Lewiston ID 83501  
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