



200606210083  
Skagit County Auditor

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Document Title:

Decree of Dissolution

Reference Number :

Grantor(s):

additional grantor names on page \_\_\_\_

1. James M. Turner

2.

Grantee(s):

additional grantee names on page \_\_\_\_

1. Suzanne E. Turner

2.

Abbreviated legal description:

full legal on page(s) 5

SW 1/4 SE 1/4 S of R14 less RD +  
Cik + Hwy 17A + TRS for 89

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_

P42404

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2006 MAR 31 PM 4:33

SUPERIOR COURT OF WASHINGTON  
COUNTY OF SKAGIT

In re the Marriage of:

NO. 05-3-00516-1

SUZANNE ELIZABETH TURNER  
Petitioner,

DECREE OF DISSOLUTION (DCD)

and

JAMES MARTIN TURNER  
Respondent.

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY:

Does not apply.

1.2 REAL PROPERTY JUDGMENT SUMMARY:

Real Property Judgment Summary is set forth in Exhibits H and W.

Assessor's property tax parcel or account number: P42404 and 350710-4-005-0007.

1.3 MONEY JUDGMENT SUMMARY:

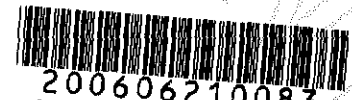
Does not apply.

END OF SUMMARIES

DECREE (DCD) (DCLSP) (DCINMG) - Page 1 of 4  
WPF DR 04.0400 (6/2005) - RCW 26.09.030; .040; .070 (3)

CERTIFIED COPY  
FamilySoft FormPAK 2005

ORIGINAL



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(360) 350-5720

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ORIGINAL

1 **II. BASIS**

2 Findings of Fact and Conclusions of Law have been entered in this case.

3 **III. DECREE**

4 IT IS DECREED that:

5 **3.1 STATUS OF THE MARRIAGE.**

6 The marriage of the parties is dissolved.

7 **3.2 PROPERTY TO BE AWARDED THE HUSBAND.**

8 The husband is awarded as his separate property the property set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

9 **3.3 PROPERTY TO BE AWARDED TO THE WIFE.**

10 The wife is awarded as her separate property the property set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

11 **3.4 LIABILITIES TO BE PAID BY THE HUSBAND.**

12 The husband shall pay the community or separate liabilities set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

13 Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

14 **3.5 LIABILITIES TO BE PAID BY THE WIFE.**

15 The wife shall pay the community or separate liabilities set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

16 Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.



1 3.6 HOLD HARMLESS PROVISION.

2 Each party shall hold the other party harmless from any collection action relating to  
3 separate or community liabilities set forth above, including reasonable attorney's fees  
4 and costs incurred in defending against any attempts to collect an obligation of the other  
5 party.

6 3.7 SPOUSAL MAINTENANCE.

7 Does not apply.

8 3.8 CONTINUING RESTRAINING ORDER.

9 Does not apply.

10 3.9 PROTECTION ORDER

11 Does not apply.

12 3.10 JURISDICTION OVER THE CHILDREN.

13 The court has jurisdiction over the children as set forth in the Findings of Fact and  
14 Conclusions of Law.

15 3.11 PARENTING PLAN.

16 The parties shall comply with the Parenting Plan signed by the court. The Parenting  
17 Plan signed by the court is approved and incorporated as part of this decree.

18 3.12 CHILD SUPPORT.

19 Child support shall be paid in accordance with the order of child support signed by the  
20 court. This order is incorporated as part of this decree.

21 3.13 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

22 Attorney's fees, other professional fees and costs shall be paid as follows: Each party  
23 shall pay their own fees and costs.  
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3.14 NAME CHANGES.

~~The wife's name shall be changed to Suzanne Elizabeth Spencer.~~

CP

The wife may change her name to Suzanne Elizabeth Wavvita Wyatt at anytime after entry of the decree of dissolution.

3.15 OTHER.  
Does not apply.

Dated: 3-31-06

Susan K Cook  
Judge/Commissioner

Presented by:  
LEWIS, EVANS & POLLINO

Christopher J. Pollino  
Christopher J. Pollino  
W.S.B.A. #19486  
Attorney for Respondent

Approved for entry; Notice of  
Presentment Waived

Shannon E. Montoure  
Shannon E. Montoure  
W.S.B.A. #32252  
Attorney for Petitioner

Suzanne Turner  
Suzanne Turner  
Petitioner



**TURNER DISSOLUTION**  
Skagit County Superior Court Cause No. 05-3-00516-1

**EXHIBIT H**  
**Property Awarded to Husband**

**JAMES MARTIN TURNER** is awarded the following property:

1. Any and all personal property currently in his possession and under his control.
2. Any and all bank accounts or other accounts in his name or under his control.
3. Any and all IRA, retirement, pension benefits or other accounts in his name accrued through his employment.
4. Various forms of insurance, rights of social security payments, welfare payments, unemployment compensation payments, disability payments, medicare and medicaid payments, educational benefits and grants, interests from health or welfare plans and profit-sharing plans, and all other legislated rights, directly or indirectly derived through the employment activity of that specific party; provided, however, that said benefit or benefits have not otherwise specifically been awarded herein, and provided, further, that marriage to the party through whose activity said benefits have been accrued, shall not be an indirect basis for an award of that benefit.
5. His Roth IRA with American Funds.
6. All of the parties' interest in the real property and improvements located at 39680 State Route 20, Concrete, Skagit County, Washington, P42404, 350710-4-005-0007, more commonly described as:

The Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 10, Township 35 North, Range 7 E.W.M., Line South of Railroad, less road and creek and less Highway 20; also that portion of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 10, Township 35 North, Range 7 E.W.M., which lies Southerly of the Great Northern Railroad right-of-way and Easterly of the center line of Grandy Creek, except the West 410 feet thereof and except the right-of-way for State Highway 20.

The husband shall take possession of said property from the wife no later than June 30, 2006. Until said time, the wife shall be responsible to make all contract payments due under the contract with Betsy Mosher, and shall continue to insure the home for risk of loss until she vacates.

7. 2002 Ford F350 Truck and any debt thereon.
8. 2004 Trail Bay 23ft Camp Trailer and any debt thereon.



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Husband's Liabilities

JAMES MARTIN TURNER is ordered to pay the following debts and liabilities to the following creditors:

1. The debt on any and all property awarded to him, including but not limited to the pick-up loan and the trailer loan.
2. Any and all debts incurred by him since the date of the parties' separation, August 8, 2005.
3. The contract debt to Betsy Mosher for the family home after June 30, 2006 when the wife moves out of the family home.
4. An equalization payment of \$30,000 to the wife payable within 120 days of entry of the final orders at 0% interest for 120 days. It is agreed that this payment shall also satisfy in full two prior judgments for maintenance, child support and attorney fees through December 31, 2005. The wife shall file a Satisfaction of Judgment(s) immediately upon entry of the order herein to avoid garnishment for these judgments. This debt shall be secured by a Promissory Note and Deed of Trust with interest to accrue at 10% interest after 120 days of entry of the final orders. ~~In the event the husband fails to pay the payment set forth above.~~
5. ~~In the event the husband fails to timely pay the equalization payment, the respondent's mother, Carlyn Hammond, has warranted that she will agree to sign a deed of trust in favor of the wife for the 30,000 equalization payment.~~
6. The parties shall file a joint 2005 tax return and split the refund equally.
7. The parties are to agree to division of the household personal property. If they are unable to agree, division of the same shall be subject to binding arbitration with Ron Morgan.

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**TURNER DISSOLUTION**

Skagit County Superior Court Cause No. 05-3-00518-1

**EXHIBIT W**  
**Property Awarded to Wife**

SUZANNE ELIZABETH TURNER is awarded the following property:

1. Any and all personal property currently in her possession and under her control.
2. Any and all bank accounts or other accounts in her name or under her control.
3. Any and all retirement/pension benefits or accounts in her name accrued through her employment.
4. Various forms of insurance, rights of social security payments, welfare payments, unemployment compensation payments, disability payments, medicare and medicaid payments, educational benefits and grants, interests from health or welfare plans and profit-sharing plans, and all other legislated rights, directly or indirectly derived through the employment activity of that specific party; provided, however, that said benefit or benefits have not otherwise specifically been awarded herein, and provided, further, that marriage to the party through whose activity said benefits have been accrued, shall not be an indirect basis for an award of that benefit.
5. 1995 Ford Mustang and any debt thereon.
6. The wife shall receive an equalization payment of \$30,000 from the husband payable within 120 days of entry of the final orders at 0% interest for 120 days. It is agreed that this payment shall also satisfy in full two prior judgments for maintenance, child support and attorney fees through December 31, 2005. The wife shall file a Satisfaction of Judgment(s) immediately upon entry of the order herein to avoid garnishment for these judgments. This debt shall be secured by a Promissory Note and Deed of Trust with interest to accrue at 10% interest after 120 days of entry of the final orders. ~~in the event the husband fails to pay the payment set forth above.~~
7. Wife shall remain in the family home until no later than June 30, 2006. She shall be responsible to make all contract payments due under contract with Betsy Mosher, and shall continue to insure the home for risk of loss until she vacates.
8. This property settlement is contingent upon third party, Carlyn Hammond, agreeing to sign a deed of trust giving wife her interest in the community real property.
9. The parties shall file a joint 2005 tax return and split the refund equally.

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Turner and Turner  
Exhibit W  
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10. The parties are to agree to division of the household personal property. If they are unable to agree, division of the same shall be subject to binding arbitration with Ron Morgan.
11. All of her interest in her separate real property located at 45620 Main Street, Concrete WA 98237, and the 20 Acres located on Ingersoll Road, Concrete WA 98237.

**Wife's Liabilities**

SUZANNE ELIZABETH TURNER is ordered to pay the following debts and liabilities to the following creditors:

1. The debt on any and all property awarded to her.
2. Any and all debts incurred by her since the date of the parties' separation, August 8, 2005.
3. Visa debt in her name (account ending 8063)
4. Les Schwab debt in her name.
5. Any debt or liabilities of any kind on her separate real property.



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UNOFFICIAL DOCUMENT

State of Washington, } ss.  
County of Skagit

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original consisting of 8 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at my office at Mount Vernon, Washington, this 20th day of JUNE, 2006. Nancy K. Scott, County Clerk

By Nancy K. Scott  
Nancy K. Scott, County Clerk  
SEAL OF THE SUPERIOR COURT OF WASHINGTON COUNTY OF SKAGIT



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