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200801290045

Skagit County Auditor

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Document Title(s)

DECREE OF DISSOLUTION - CERTIFIED COPY

Grantor(s)

JOHN R. KEELER

☐ Additional names on page ____ of document

Grantee(s)

SOCORRO KEELER

☐ Additional names on page ____ of document

Legal Description (abbreviated: i.e. lot, block & subdivision name or number OR section, township, range, and quarter/quarter section)

LOTS 4 AND 5, BLOCK 127, MAP OF THE CITY OF ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON

☐ Complete Legal Description on Page ____ of document

Auditor Reference Number(s)

Assessor's Property Tax Parcel/Account Number

PARCEL NUMBER: P106194

The Auditor/Recorder will rely on the information provided on the coversheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party (Required for non-standard recordings only)

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IN THE SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

In re the Marriage of:

No.: 04-3-00153-2

JOHN R. KEELER,

DECREE OF DISSOLUTION

Petitioner,

and

SOCORRO KEELER,

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 below:

Assessor's property tax parcel or account number: P106194

1.3 MONEY JUDGMENT SUMMARY:

Judgment Summary is set forth below:

A.	Judgment Creditor	John R. Keeler
B.	Judgment Debtor	Socorro Keeler
C.	Principal judgment amount	\$175,000.00
D.	Attorney for Judgment Creditor	Christopher J. Pollino
E.	Attorney for Judgment Debtor	Shannon Montoure

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END OF SUMMARIES

II. BASIS

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

III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is dissolved.

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

The husband is awarded as his separate property the following property:

- a. All right, title, and interest in any retirement or pension benefits accrued through his employment.
- b. Household goods and furnishings in his possession and under his control, the parties having reached an agreement as to the division of the same, including but not limited to: TV stand and any personal property owned by him prior to the parties' marriage. The husband shall pick up his personal property no later than 6-12-04. If there is a dispute between the parties as to whether or not a particular item of personal property was owned by the husband prior to the parties' marriage, then that item shall be tagged, photographed, and left in the home. Ownership of any tagged and photographed personal property shall be resolved by the parties at a later date either by agreement, mediation, or court action if necessary.
- c. Cash in bank accounts in his name and under his control, including any IRA accounts, annuity accounts or other cash accounts currently in husband's name.
- d. His personal clothing, jewelry, and other personal effects.
- e. All those rights and benefits derived as a result of past or present employment, affiliation or service, citizenship or residency, all of which include, but are not limited to:



1 Various forms of insurance, rights or social security payments,
2 welfare payments, unemployment compensation, disability
3 payments, medicare and medicaid payments, retirement benefits,
4 sick leave benefits, educational benefits and grants, interests in
5 health or welfare plans and profit sharing plans, and all other
6 legislated, contractual and/or donated benefits whether vested or
7 nonvested and/or directly or indirectly derived throughout the
8 activity of that specific party; provided, however, that said benefit or
9 benefits have not otherwise specifically been awarded herein; and
10 provided, further, that marriage to the party through whose activity
11 said benefits have been accrued shall not be an indirect basis for
12 an award of the benefit.

- 13 f. The 1997 Ford F150 truck, the 20' boat (motor and trailer), the
14 1996 Winnebago motorhome, the utility trailer, and the quad runner
15 (his separate property prior to the parties' marriage).

16 g. A payment of \$175,000 from the wife no later than 7-27-04 to be
17 directly deposited into the husband's Wells Fargo acct.
18 h. One-half of the membership of GPAA (campground).
19 The lost Dutchman Mining Assn, Inc. w/respondent.

20 3.3 **PROPERTY TO BE AWARDED TO THE WIFE.**

21 The wife is awarded as her separate property the following property:

- 22 a. All right, title, and interest in any retirement or pension benefits
23 accrued through her employment.
- 24 b. Household goods and furnishings in her possession and under her
25 control, the parties having reached an agreement as to the division
of the same, including but not limited to: china cabinet, curio
cabinet, bed, massage recliner, and any personal property owned
by her prior to the parties' marriage.
- c. Cash in bank accounts in her name and under her control, including
any IRA accounts, annuity accounts or other cash accounts
currently in wife's name.
- d. Her personal clothing, jewelry, and other personal effects.
- e. All those rights and benefits derived as a result of past or present
employment, affiliation or service, citizenship or residency, all of
which include, but are not limited to:



Various forms of insurance, rights or social security payments, welfare payments, unemployment compensation, disability payments, medicare and medicaid payments, retirement benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans and profit sharing plans, and all other legislated, contractual and/or donated benefits whether vested or nonvested and/or directly or indirectly derived throughout the 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 the benefit.

f. Insurance policies insuring her life.

g. The real property located at 1507 16th, Anacortes, Washington, and more particularly described as follows:

Lots 4 and 5, Block 127 MAP OF THE CITY OF ANACORTES, according to the plat thereof, recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Situated in Skagit County, Washington.

P106194

h. The 2001 Jeep Laredo, *Grand Cherokee Ltd.*

i. The real property located Roswell, New Mexico, which is the wife's separate property.

j. The Lost Duchman's Mining Association, Inc., membership with *petitioner*.

k. ~~One half of the membership of GPAA (campground).~~

~~The following personal property as follows: gold necklace with seallips and diamonds and the matching bracelet, which are currently in the husband's possession. These items of personal property shall be delivered to the wife no later than 7-27-04.~~

3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

The husband shall pay the following community or separate liabilities:

GODDARD & MONTOURE

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1 a. The outstanding obligation owed to Bank of America of
2 approximately \$3,800, acct. ending in 3834.

3 b. The outstanding obligation owed to American Express, acct. ending
4 1001.

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

7 **3.5 LIABILITIES TO BE PAID BY THE WIFE.**

8 The wife shall pay the following community or separate liabilities:

9 a. Any outstanding mortgage owed on the real property awarded to
10 her above.

11 b. The outstanding obligation owed to Wells Fargo for the line of credit
12 on the real property awarded to her above.

13 c. The outstanding obligation owed to Alaska Airlines VISA in the
14 approximate amount of \$4,200.

15 d. The outstanding obligation owed to American Express, account
16 ending in 009.

17 e. The outstanding obligation owed to Wells Fargo for the bracelet
18 awarded to the wife above.

19 f. A payment of \$175,000 from the wife no later than 7/27/04.
20 Unless otherwise provided herein, the wife shall pay all liabilities incurred
21 by her since the date of separation.

22 **3.6 HOLD HARMLESS PROVISION.**

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

3.7 SPOUSAL MAINTENANCE.

Does not apply.

3.8 CONTINUING RESTRAINING ORDER.

Does not apply.



1 **3.9 JURISDICTION OVER THE CHILDREN.**

2 Does not apply because there are no dependent children.

3 **3.10 PARENTING PLAN.**

4 Does not apply.

5 **3.11 CHILD SUPPORT.**

6 Does not apply.

7 **3.12 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.**

8 Each party shall pay his or her own attorney's fees.

9 **3.13 NAME CHANGES.**

10 The wife shall be allowed to change her last name to Wimer Haynes at
11 anytime after the entry of the decree.

12 **3.14 OTHER.**

13 a. Signature of Documents. The parties shall sign any documents necessary
14 to carry out the terms of this Decree of Dissolution.

15 b. Undisclosed Debts. Any debt or obligation, not specifically awarded
16 herein, incurred by either party, shall be the sole and separate obligation
17 of the party who incurred it and who failed to disclose it in this Decree. If
18 an undisclosed debt was incurred by the parties jointly, then the parties
19 shall remain jointly liable.

20 c. Undisclosed Assets. There are no known assets which have not been
21 divided by the parties prior to the date of this Decree or by this Decree.
22 Any assets owned by the parties on the date of this Decree which either
23 party has failed to disclose shall be divided 50/50 upon discovery.

24 d. Revocation of Wills, Powers of Attorney, and Other Instruments. All
25 previous wills, powers of attorney, contracts and community property
agreements between the parties hereto are hereby revoked and the
parties are prohibited from exercising same. Also, each party waives his
or her rights of inheritance, dower and curtesy, homestead or awards in
lieu thereof, and any right to serve as personal representative.



1 e. Federal Income Tax. In the event that any prior income tax returns of the
2 parties should be audited for any year during the marriage, any additional
3 tax found to be due, including penalties and interest, shall be paid by the
4 parties equally and any refund due shall be divided equally.

5 f. The parties intend that the property and debt division made in this Decree
6 will result in no recognition of taxable gain or loss to either party, and that
7 neither party shall adjust the basis of any asset or debt awarded or
8 distributed pursuant to this Decree for income tax purposes as a
9 consequence of the division.

10 Dated: 7/17/04

[Signature]
Judge/Commissioner

11 Presented by:

Approved for entry:

Notice of presentation waived:

12 [Signature]
Shannon Montoure

W.S.B.A. #32252

Attorney for Respondent

13 [Signature]
Christopher J. Pollino

W.S.B.A. #19486

Attorney for Petitioner

14 Approved for entry:

Approved for entry:

15 [Signature]
Socorro Keeler

Respondent

16 [Signature]
John R. Keeler

Petitioner



State of Washington, } ss.
County of Skagit

I, Nancy K. Moore, 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 4 pages, not 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 this 20 day of Nov., 2007.
Nancy K. Moore, County Clerk.

Nancy K. Moore
Deputy Clerk



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