



200811120014

Skagit County Auditor

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Document Title:

Decree of Dissolution

Reference Number :

Grantor(s):

☐ additional grantor names on page ____

1. Belch, James L
- 2.

Grantee(s):

☐ additional grantee names on page ____

1. Belch, Carole m.
2. march, Carole m.

Abbreviated legal description:

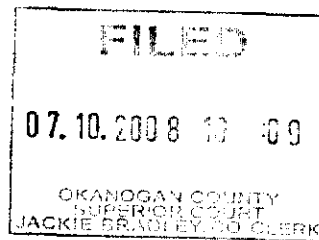
☐ full legal on page(s) ____

Tr M survey montbarn Heights

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P103876



Superior Court of Washington
County of OKANOGAN

In re the Marriage of:

CAROLE MARGARET BELCH

No. 08-3-00088-1

Decree of Dissolution (DCD)

Petitioner,

and

JAMES LEE BELCH

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:

18114 Mariposa Ln.

Mount Vernon, WA 98274

Assessor's property tax parcel or account number: 4135-028-018-0607 P103876

or

Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):

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WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

TARIO AND ASSOCIATES, PS
413 South First Street
Mount Vernon, WA 98273
(360) 336-6666



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Tract M. Survey of Montborne Heights
Lots 1-17, Blk. 23, PLAT OF THE TOWN OF MONTBORNE

This home shall remain in the names of both parties. They shall both be awarded the home as tenants in common. The home is already listed for sale and shall be sold. They both shall each be responsible for cooperation in the sale of the home. The husband shall pay the mortgage on the home and the wife shall pay half of the escrow on the home with a beginning date of June 1, 2008 until the home is sold. The parties shall evenly split any net proceeds (defined as funds available after payment of underlying encumbrances, mortgages, liens, taxes, real estate commissions and any other closing costs) from the sale of the home.

If the home is not sold within one (1) year, the parties agree to reduce the price of the home. If the parties cannot agree to a reduced selling price at that time, then the parties agree to reduce the price of the home according to the real estate agent's recommendation. The sale price of the home can be reduced and/or adjusted upon agreement of the parties at any time.

1.3 Money Judgment Summary:

Does not apply.

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 (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.)

A. Personal property as set forth herein and incorporated by reference and any and all property in the possession of the Respondent as well as any and all property, whether real or personal, acquired by the Respondent prior to the date of marriage and subsequent to the date of separation.

B. Any and all bank accounts presently in the Respondent's name, whether checking or savings, credit union accounts, certificates of deposit, stocks, bonds, IRAs, money market, trust accounts, and any other accounts in the Respondent's name held



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1 in any other financial institution, except as otherwise specifically set forth herein.

2 C. Any pension, IRA, Keogh, profit sharing, stock option, retirement, medical
3 insurance, life insurance, voluntary investment plan, financial security plan, bonds, sick
4 leave, vacation allowance, bonuses, Social Security or any other type of employment
5 benefit in Respondent's name, except as otherwise specifically set forth herein.

6 D. Any and all Social Security benefits in the name of the Respondent.

7 E. The home located at:
8 18114 Mariposa Lane
9 Mount Vernon, WA 98274

10 The husband is awarded the home with the wife as tenants in common. This
11 home is already listed for sale. It shall be sold and any net proceeds from
12 this sale shall be split evenly amongst the parties. The husband shall pay the
13 mortgage on the home and the wife shall pay half of the escrow on the home
14 with a beginning date of June 1, 2008 until the home is sold. Both parties are
15 current in said payments.

16 3.3 Property to be Awarded to the Wife

17 The wife is awarded as her separate property the following property (list real estate,
18 furniture, vehicles, pensions, insurance, bank accounts, etc.):

19 A. Personal property as set forth herein and incorporated by reference and any
20 and all property in the possession of the Petitioner as well as any and all
21 property, whether real or personal, acquired by the Petitioner prior to the date
22 of marriage and subsequent to the date of separation.

23 B. Any and all bank accounts presently in the Petitioner's name, whether
24 checking or savings, credit union accounts, certificates of deposit, stocks, bonds, IRA's,
money market, trust accounts, and any other accounts in the Petitioner's name held
in any other financial institution, except as otherwise specifically set forth herein.

C. Any pension, IRA, Keogh, profit sharing, stock option, retirement, medical
insurance, life insurance, voluntary investment plan, financial security plan, bonds, sick
leave, vacation allowance, bonuses, Social Security or any other type of employment
benefit in Petitioner's name, except as otherwise specifically set forth herein.

D. Any and all Social Security benefits in the name of the Petitioner.

E. The home located at:
18114 Mariposa Lane
Mount Vernon, WA 98274

F. Big Screen TV, if not sold with the house.
The wife is awarded the home with the husband as tenants in common. This
home is already listed for sale. It shall be sold and any net proceeds from



1 this sale shall be split evenly amongst the parties. The husband shall pay the
2 mortgage on the home and the wife shall pay half of the escrow on the home
3 with a beginning date of June 1, 2008 until the home is sold. E. Half of the net
4 proceeds from the sale of the family home.

3.4 Liabilities to be Paid by the Husband

5 The husband shall pay the following community or separate liabilities:

- 6 A. The mortgage on the home including half of the escrow until sold.
7 B. Reward Zone: # --- --- 6420 (already paid by husband)
8 C. Washington Mutual: # --- --- 2407 (already paid by husband)
9 D. Washington Mutual: # --- --- 1601 (remaining balance)

10 The parties agree that because the husband has paid a majority of his
11 community share obligation of the community debts already, he will pay the
12 remaining debts as shown above; ~~however, the wife shall be reimbursed by the~~
13 ~~husband in the amount of \$686.20. The purpose of the reimbursement payment~~
14 ~~to the wife is to evenly, fairly, and equitably split the community debts whereas~~
15 ~~the wife's half obligation of the community debts exceed the husband's half~~
16 ~~obligation by \$686.20 as referenced by exhibit A. The husband shall pay this~~
17 ~~amount to the wife through the net proceeds collected from the sale of the home.~~

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

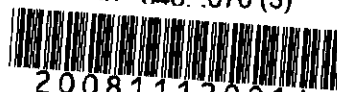
3.5 Liabilities to be Paid by the Wife

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

- 21 A. Half of the escrow on the family home beginning June 1, 2008 until the home
22 is sold.
23 B. American Express: # --- --- 2002 (remaining balance)
24 C. CITI: # --- --- 2302
D. CITI: # --- --- 8146
E. Chase: # --- --- 6379
F. GE Money Bank: # --- --- 8465
G. GE Money Bank: # --- --- 2531

25 Please see attached exhibit A for further details.

26 The parties agree that because the husband has paid a majority of his
27 community share obligation of the community debts already, he will pay the
28 remaining debts as shown above in paragraph 3.4; ~~however, the wife shall be~~
29 ~~reimbursed by the husband in the amount of \$686.00. The purpose of the~~
30 ~~reimbursement payment to the wife is to evenly, fairly, and equitably split the~~



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~~community debts whereas the wife's half obligation of the community debts exceed the husband's half obligation by \$696.20 as referenced by exhibit A. The husband shall pay this amount to the wife through the net proceeds collected from the sale of the home.~~

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

3.6 Hold Harmless Provision

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including 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.

Service

Expiration

This restraining order expires on: (month/day/year).

This restraining order supersedes all previous temporary restraining orders in this cause number.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

3.9 Protection Order

Does not apply.

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WPF DR 04.0400 (6/2006) - RCW 26.09.030; .040; .070 (3)

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1
2 **3.10 Jurisdiction Over the Children**

3 Does not apply because there are no dependent children.

4 **3.11 Parenting Plan**

5 Does not apply.

6 **3.12 Child Support**

7 Does not apply.

8 **3.13 Attorney Fees, Other Professional Fees and Costs**

9 Does not apply.

10 **3.14 Name Changes**

11 The wife's name shall be changed to Carole Margaret March.

12 **3.15 Other:** See attached Exhibit "A" incorporated herein by this reference.

13
14 Dated: October 7, 2008

15 
Judge/Commissioner

16 Petitioner or petitioner's lawyer:
17 A signature below is actual notice of this
18 order.
19 Presented by:

Respondent or respondent's lawyer:
A signature below is actual notice of this
order.
Approved by:

20  7400 9-15-08
21 R. John Sloan Date
22 Signature of Petitioner or Lawyer/WSBA No.

 36387 9-1-08
A. Scott Marlow Date
Signature of Respondent or Lawyer/WSBA No.

23  9-17-08
24 Carole Belch Date

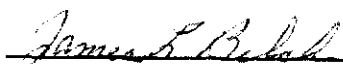
 7-11-08
James Belch Date



EXHIBIT "A"



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3.15 Other:

1. The provisions regarding the sale of the home referenced in Paragraph 1.2 above shall be binding upon the heirs, executors, administrators, successors and proper assigns of the parties.
2.
 - a. Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances, or other documents and perform any act which may be required or necessary to carry out and effectuate any and all of the purposes or provisions of the Decree and related Orders. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance, or other document to the other party, the Decree shall constitute and operate as such properly executed document. The county auditor and any and all other public and private officials are authorized and directed to accept the Decree of Dissolution or a properly certified copy thereof in lieu of the document regularly required for the conveyance or transfer.
 - b. Enforcement Expenses. If either the Petitioner or Respondent defaults in the performance of any of the terms, provisions, or obligations of the Decree and related Orders and it becomes necessary for the other party to institute legal proceedings to compel the performance of any such terms, provisions, or obligations, then the party found to be in default shall pay all expenses, including reasonable attorneys' fees incurred in connection with such enforcement proceedings.
 - c. Bankruptcy. In the event that either party should file for protection under the United States Bankruptcy Code and obtain a discharge of any debts or obligations allocated to such party by this Decree and related Orders and the creditor attempts to collect from the other party, then that other party shall have a right of indemnification, including attorneys' fees and costs, against the obligated party irrespective of the bankruptcy. The right of recovery shall be considered a new and separate obligation subject to judgment under this cause number, upon motion to the Superior Court of competent jurisdiction in this matter.
 - d. Attorney's Fees and Costs. If this Decree is placed in the hands of an attorney to protect or enforce the rights of either party, the prevailing party shall recover the costs of such proceeding and any appeals thereof, including but not limited to a reasonable attorney's fee. Each party shall pay his or her own attorney's fees and costs incurred to date in this action.
 - e. Revocation of Wills, Powers of Attorney and Other Instruments. All previous Wills, Powers of Attorney, Contracts and Community Property Agreements between the parties hereto are hereby revoked and the parties are prohibited from exercising the same.



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- f. Pending Actions/Final Actions/Bifurcation of Action. This action shall continue as an open and pending matter, except that the Decree dissolving the marriage shall be and is hereby declared to be final. Upon resolution of, or Court Orders in, existing state and federal actions in which Petitioner and Respondent are named, this action may proceed to final judgment on all remaining issues, including the division of assets and liabilities.
- g. Remaining Property and Claims. Except as otherwise expressly agreed in writing, Petitioner and Respondent have divided, to their mutual satisfaction, all household goods, furniture, furnishings, fixtures and appliances. All such personal property, whether acquired before the marriage, during the marriage or during any period of separation, shall be and remain the sole property of the party in whose possession it presently is, free and clear of any claim on the part of the other party. Any other property not specifically mentioned in the Decree and related orders, which was known or disclosed in this cause and which is now in the possession or control of either party shall hereafter be the sole and separate property of the party now having possession or control. Any property which was unknown to both parties shall be equally divided between them. Any property which was concealed from one of the parties shall remain the property of both and shall be subject to such equitable division as the court may order. All property which shall hereafter come to either party shall be his or her separate property and neither party shall hereafter have any claim thereto. Each party is hereby released from any claim by the other party which has accrued up to the date of the execution of the Decree. Each party has specifically covenanted and agreed that they have made a full and complete disclosure of all assets and liabilities to the other party.
- h. Debts. Except as otherwise provided, each party shall assume and pay all outstanding debts individually incurred by him or her whether such debt was incurred before the marriage, during the marriage or during any period of separation, and shall defend, indemnify and hold the other party absolutely harmless from any expense, loss, claim or liability whatsoever arising from or in any way connected with outstanding debts. Debts incurred after the separation of the parties shall be paid by the incurring party (except for those liabilities pertaining to children for which either party is responsible under statute or court order) and the incurring party shall indemnify and hold harmless the other party from any post-separation debts, obligations or liabilities, including attorney's fees and costs of collection.
- i. The Court retains jurisdiction to enforce the Decree of Dissolution.



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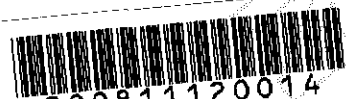
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STATE OF WASHINGTON
County of Okanogan SS

I, Jackie Bradley, County Clerk, and
for the State of Washington, for Okanogan County, do hereby certify that this
instrument is a true and correct copy of the original as the same appears of
record in the County of Okanogan, State of Washington.

I have hereby set my hand and official seal of said Court this
_____ day of _____, 2008.

JACKIE BRADLEY
By _____
County Clerk



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