



200905120077

Skagit County Auditor

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9 10:54AM

Document Title:

Decree of Dissolution

Reference Number:

Grantor(s):

☐ additional grantor names on page \_\_\_\_.

1. James E. Pitner

2.

Grantee(s):

☐ additional grantee names on page \_\_\_\_.

1. Bertha A. Pitner

2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_.

Full legal: Tract 24 of THE PLAT OF BROOKFIELD PARK, ANACORTES, WASHINGTON, as per plat recorded in Volume 7 of Plats, page 26, records of Skagit County; situate in the County of Skagit, State of Washington. (Referred to herein by 1974 common name of 1614 36th Street, Anacortes, WA, which was subsequently re-numbered as 1706 36th Street, Anacortes, WA)

Assessor Parcel / Tax ID Number:

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

3778-000-024-0006 / P57007

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR SKAGIT COUNTY

BERTHA A. PITNER,

Petitioner,

NO. 34171

and

JAMES E. PITNER,

Respondent.

DECREE OF DISSOLUTION

1. DISSOLUTION: The marriage of the parties is dissolved.

2. DEPENDENT CHILDREN:

a. Custody: Custody is awarded to the Petitioner of the following dependent children:

JAMES EDWARD PITNER, II, born February 20, 1955;

TIMOTHY HORACE PITNER, born December 31, 1960;

GINGER ANN PITNER, born February 20, 1962;

TRACY LYNN PITNER, born April 6, 1965.

b. Visitation: Respondent shall have reasonable rights of visitation with the minor children which shall include but not be limited to the following: the right to have visitation with the children outside of the mother's home every other weekend while father is not away at sea. Father shall make prior arrangements with mother by telephone for the days he plans to exercise his visitation rights. If Father has adequate housing facilities he is to be allowed to have the children for summer visitation for a period of two weeks. Father to notify Mother not less than two weeks before as to the date he intends to have such visitation.

DECREE OF DISSOLUTION

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1-267 ✓  
14-267 ✓

1 c. Support: Support for each dependent child shall be  
2 paid by Respondent to Petitioner at the rate of \$75.00 per  
3 month per child, commencing as of the 10th day of March, 1974,  
4 and shall continue until each child reaches the age of 18 years,  
5 becomes self-supporting, married or deceased, whichever event  
6 occurs first.

7 3. Property and liabilities: The separation agreement  
8 is approved and the parties are ordered to comply with its terms.

9 4. Litigation costs: Litigation costs including  
10 reasonable attorney fees shall be paid by Respondent to Stephen  
11 E. Mansfield, attorney for Petitioner in the following amounts:

|                   |          |
|-------------------|----------|
| 12 Attorney fees: | \$350.00 |
| 13 Court costs:   | \$ 32.00 |
| 14 Total          | \$382.00 |

15 DATED this 4 day of March, 1974.

16  
17  
18 JUDGE

19 Presented by:

20  
21 Stephen E. Mansfield  
22 Attorney for Petitioner

23 Copy received and approved for entry:

24  
25 Paul N. Luvera, Jr.  
26 Attorney for Respondent  
27  
28  
29  
30  
31  
32

DEGREE OF DISSOLUTION  
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10  
MICRO ROLL No. 65 1580 131



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STEPHEN E. MANSFIELD  
LAWYER  
717 COMMERCIAL AVENUE  
P. O. BOX 878  
ANACORTES, WASHINGTON 98221  
TELEPHONE (206) 293-8168

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 is a true and correct copy of the original consisting of pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office at Mount Vernon this 20th day of May, 2009. Nancy K. Scott, County Clerk.

By

Deputy Clerk



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Skagit County Auditor

ATTACHMENT / EXHIBIT A

ARMY HUNTERSON COUNTY CLERK  
1000 1ST AVE. STE. 100  
SPokane, WA 99201

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR SKAGIT COUNTY

BERTHA A. PITNER,

Petitioner,

and

JAMES E. PITNER,

Respondent.

No. 34171

WRITTEN SEPARATION AGREEMENT

This is a Written Separation Agreement entered into by Bertha A. Pitner, hereinafter called "Wife", and James E. Pitner, hereinafter called "Husband".

The parties hereto were married on December 16, 1957, in Anacortes, Skagit County, Washington, and ever since have been and now are husband and wife. The parties have the following minor children, namely: JAMES EDWARD PITNER, II., born February 20, 1959; TIMOTHY HORACE PITNER, born December 31, 1960; GINGER ANN PITNER, born February 20, 1962 and TRACY LYNN PITNER, born April 6, 1965.

Certain differences have arisen in the marital life of the parties, as a result of which the parties are desirous of effecting a settlement and disposition of their property and rights in connection with this marriage. Now, therefore, in consideration of the mutual promises herein contained and in consideration of the desire of the parties to make an amicable settlement of their differences, and in further consideration of the mutual benefits to be derived from this agreement, it is agreed as follows:

1. Custody of Children: The care, custody and control of the minor children of the parties shall be awarded to the Wife.

2. Visitation: Husband shall have reasonable rights of visitation with the minor children which shall include but not be limited to the following visitation: the right to have visitation with the children outside of the mother's home every other weekend while Husband is not away at sea. Husband

CERTIFIED COPY

Written Separation Agreement - 1



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Skagit County Auditor

1 ments with Wife by telephone on the days he plans to exercise his  
2 visitation rights. If Husband has adequate housing facilities he  
3 is to be allowed to have the children for summer visitation for a  
4 period of two weeks. Husband to notify Wife not less than two  
5 weeks before as to the date he intends to have such visitation.

6 3. Child Support: Husband agrees to pay to the Wife for the  
7 support, maintenance and education of the minor children the sum of  
8 \$75.00 per child per month until such children reach the age of  
9 eighteen years, becomes self-supporting, married or deceased, which-  
10 ever event occurs first. Said support shall be paid on the 1st  
11 day of each and every month.

12 4. Attorneys' Fees: Attorneys' fees shall be paid for by  
13 Husband with the refund due from the Internal Revenue Service. Said  
14 refund shall be applied to both attorneys' fees.

15 5. Distribution of Real Estate: Wife shall have awarded to  
16 her the family home of the parties located at 1614 36th Street,  
17 Anacortes, Skagit County, Washington, subject to the indebtedness  
18 thereon in the amount of \$110.00 monthly payments. Husband shall  
19 sign papers in connection with the transfer of the home to the Wife.

20 6. Distribution of Automobiles: Wife shall be awarded the  
21 1967 Buick automobile and Husband shall be awarded the Oldsmobile  
22 automobile. Both parties shall release of interest to the other.

23 7. Medical Insurance: So long as Husband is employed in the  
24 United States Navy he shall see that the minor children have the  
25 proper identification cards for medical expenses with the U. S. Navy.

26 8. Payment of Debts: Each party shall be responsible for  
27 any debts incurred by them after the date of separation, said date  
28 being July 2, 1973. Husband shall assume and pay debts incurred  
29 prior to that time. Wife has had at her disposal certain credit  
30 cards which are in Husband's name. Any charges against said cards  
31 since the date of separation and made by Wife shall be her responsi-  
32 bility. Any credit cards in Husband's name and in Wife's possession  
shall be returned to him upon the signing of this Agreement.

9. Income Tax Deductions: Husband shall have the right to  
claim the minor children as exemptions for income tax purposes for  
each year he makes support payments provided for in this agreement.  
Wife shall not claim these children as income tax exemptions for any  
year in which Husband makes support payments provided for, and Wife  
shall, following the close of each calendar year, provide Husband  
with a statement that he has paid all support due and owing under  
the Agreement if such be the fact.

10. Property to be Conveyed to Wife: Wife shall have as her  
separate property, free of any liens or claims of Husband, the  
following:

- (a) All the furniture and furnishings located in the family except as stated below in No. 11.
- (b) Any bank accounts in Wife's name only.
- (c) Miscellaneous personal property, clothing and personal effects of Wife and the minor children of the parties.
- (d) Handyman's Encyclopedia to be left for the use of the boys.



11. Property to be Conveyed to Husband: Husband shall have as his separate property, free of any liens or claims of Wife, the following:

- (a) Kenwood stereo cassette player with headphones and microphone.
- (b) All college textbooks.
- (c) Great Books.
- (d) All electronic textbooks.
- (e) All navy certificates of school completions advancements & discharges (all navy literature in general)
- (f) Gun cleaning kit.
- (g) Electric drill & remaining hand tools.
- (f) Large console radio (Zenith)
- (h) Commercial sewing machine (Singer)
- (i) Miscellaneous personal property, clothing and personal effects of Husband.
- (j) Any bank accounts in Husband's name only.

12. Special Provisions: The McCulloch outboard motor shall be left for the parties son, JAMES EDWARD PITNER, II., with the stipulation that should the son no longer have use for the motor and desires to be rid of said motor, that it will be returned to Husband.

13. Full and Complete Settlement: The parties agree that this agreement, subject to the approval of Court, shall constitute a full and complete settlement of all of their property rights, and if suit for divorce is prosecuted to final judgment, neither party will claim, assert or demand against the other any relief different than what is embodied in this agreement, nor make any claim which is inconsistent or contrary to the terms hereof. It is agreed that this Written Settlement Agreement shall be final and binding whether or not a divorce is granted or obtained by either party.

14. Free and Voluntary Act: It is understood and agreed that no inducements, promises or coercion of any kind or nature have been made or extended from either of the parties to the other which have induced the execution of this agreement. The parties are agreed that they will execute all necessary legal documents to carry out the full intent of this agreement between them.

*Bertha A. Pitner*

WIFE

*James E. Pitner*

HUSBAND



1 STATE OF WASHINGTON )  
2 ) ss.  
3 COUNTY OF SKAGIT )

4 This is to certify that on this day personally appeared  
5 before me BERTHA A. PITNER, to me known to be the individual des-  
6 cribed in and who executed the above and foregoing instrument  
7 and acknowledged that she signed the same as her free and voluntary  
8 act and deed for the uses and purposes therein mentioned.

9 GIVEN under my hand and official seal this 25<sup>th</sup> day of  
10 February, 1974.

11 Bertha A. Pitner  
12 Notary Public in and for the State of  
13 Washington, residing at Anacortes

14 STATE OF WASHINGTON )  
15 ) ss.  
16 COUNTY OF SKAGIT )

17 This is to certify that on this day personally appeared  
18 before me JAMES E. PITNER, to me known to be the individual des-  
19 cribed in and who executed the above and foregoing instrument  
20 and acknowledged that he signed the same as his free and voluntary  
21 act and deed for the uses and purposes therein mentioned.

22 GIVEN under my hand and official seal this 12<sup>th</sup> day of  
23 February, 1974.

24 Bonnie Bartlett  
25 Notary Public in and for the State of  
26 Washington, residing at Mount Vernon.



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State of Washington, } ss.  
County of Skagit

I, Nancy K. Scott, County Auditor of Skagit County  
and ex-officio Clerk of the County Court of the  
State of Washington, County of Skagit, do  
hereby certify that the foregoing is a true  
and correct copy of the original of 4

My hand and seal of office this 20th day of May  
2009.

By [Signature]  
Deputy Clerk



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Skagit County Auditor