

Return Address:



201510020157

Skagit County Auditor

\$41.00

10/2/2015 Page

1 of

10 4:00PM

Document Title:

Decree of Dissolution

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page __.

1) Margaret Spector

2)

Grantee(s):

☐ additional grantor names on page __.

1) Gary Spector

2) Margaret Spector

Abbreviated Legal Description:

☐ full legal on page(s) __.

Lot 43

Lake Cavanaugh Div 1

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page __.

P99843

FILED

2006 FEB 24 PM 2:42

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

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EXP01

**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

In re the Marriage of:

Gary Brian Spector

Petitioner,

and

Margaret Keim Spector

Respondent.

NO. 05-3-05389-9SEA

- ☒ DECREE OF DISSOLUTION (DCD)
☐ DECREE OF LEGAL SEPARATION (DCLGSP)
☐ DECLARATION CONCERNING VALIDITY (DCINMG)
☐ Clerk's action required
☐ Law Enforcement Notification, ¶ 3.8

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY:

☒ Does not apply. ☐ Restraining Order Summary is set forth below:

Name of person(s) restrained: _____ Name of person(s) protected: _____ **See paragraph 3.8.**

VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 BELOW WITH ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.50 RCW AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.050.

1.2 REAL PROPERTY JUDGMENT SUMMARY:

☒ Does not apply. ☐ Real Property Judgment Summary is set forth below:

Assessor's property tax parcel or account number: _____

Or

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

See Page _____ for full legal description

1.3 MONEY JUDGMENT SUMMARY:

☒ Does not apply. ☐ Judgment Summary is set forth below.

A. Judgment creditor _____

B. Judgment debtor _____

C. Principal judgment amount \$ _____

ORIGINAL

- D. Interest to date of judgment \$ _____
- E. Attorney's fees \$ _____
- F. Costs \$ _____
- G. Other recovery amount \$ _____
- H. Principal judgment shall bear interest at _____ % per annum
- I. Attorney's fees, costs and other recovery amounts shall bear interest at _____ % per annum
- J. Attorney for judgment creditor _____
- K. Attorney for judgment debtor _____
- L. Other: _____

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.
- ☐ The husband and wife are legally separated.
- ☐ The marriage of the parties is invalid.
- ☐ The marriage of the parties is valid.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20154059
OCT 02 2015

Amount Paid \$ ☒
Skagit Co. Treasurer
By *MB* Deputy

3.2 PROPERTY TO BE AWARDED THE HUSBAND.

- ☐ Does not apply.
- ☐ The husband is awarded as his separate property the property set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband is awarded as his separate property the property set forth in the separation contract or prenuptial agreement executed by the parties on _____ [date]. The separation contract or prenuptial agreement is incorporated by reference as part of this Decree. The prenuptial agreement or, pursuant to RCW 26.09.070(5), the separation contract ☐ is ☐ is not filed with the court.
- ☒ The husband is awarded as his separate property the following property (list real estate, furniture, vehicles, pensions, insurance, bank accounts, etc.):

- 1) partnership in the polyclinic – its assets and liabilities
- 2) all assets accrued after 12/31/04
- 3) all of his premarital household possessions
- 4) 50% of value of primary residence that was paid to him by respondent on a mutually agreed value of the house
- 5) 2001 Volvo
- 6) His separate checking accounts and credit cards remain separate
- 7) Paternal mother's engagement ring to remain with him to be passed to one of our sons
- 8) All personal IRA's

☐ Other:

- 1) 50% of assets accrued in Merrill Lynch account #335-72C51
- 2) 50% of assets in Dain Rauscher account #1101-7573-3797
- 3) 50% of assets in Van Guard account in Polyclinic 401K as of December 31, 2004 and all contributions to the account after December 31, 2004
- 4) 50% of value and liabilities in Bayliner Boat and responsibility for 50% of its maintenance
- 5) The cabin and property at Lake Cavanaugh will be owned equally and maintenance and taxes will be paid equally (Lake Cavanaugh sub div 1, lot 43 , also lots 20 and 21, Block 2 Lake Cavanaugh sub div 1). Upon the death of Margaret and/or Gary, each half of ownership and responsibility will be shared equally by their sons, Samuel and Benjamin Spector.

3.3 PROPERTY TO BE AWARDED TO THE WIFE.

☐ Does not apply.

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

☐ The wife is awarded as her separate property the property set forth in the separation contract or prenuptial agreement referenced above.

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

- 1) The primary home residence at 4506 West Bertona Street, Seattle, Washington 98199 after having paid petitioner 50% of a mutually agreed upon value
- 2) 2003 Toyota Highlander
- 3) Her separate checking accounts and credit cards
- 4) All of her premarital possessions
- 5) The family dog, Lucy, shall be awarded to Margaret with open visitation by Gary
- 6) Health insurance coverage until first employed and first eligible to purchase insurance through work – not to exceed end of cobra eligibility
- 7) All personal IRA's

☐ Other:

- 1) 50% of assets in Merrill Lynch account #335-72C51
- 2) 50% of assets in Dain Rauscher account #1101-7573-3797
- 3) 50% of assets in Van Guard account of Polyclinic 401K as of December 31, 2004
- 4) 50% of value of Bayliner Boat and its liabilities and 50% of its maintenance

3.4 LIABILITIES TO BE PAID BY THE HUSBAND.

- ☒ Does not apply.
- ☐ The husband shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The husband shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐

Creditor

Amount

☐ Other:

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

3.5 LIABILITIES TO BE PAID BY THE WIFE.

- ☒ Does not apply.
- ☐ The wife shall pay the community or separate liabilities set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.
- ☐ The wife shall pay the community or separate liabilities as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The wife shall pay the following community or separate liabilities:

Creditor

Amount

☐ Other:

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

3.6 HOLD HARMLESS PROVISION.

☐ Does not apply.

☒ 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.

☐ Other:

3.7 SPOUSAL MAINTENANCE.

☐ Does not apply.

☐ The ☐ husband ☐ wife shall pay maintenance as set forth in Exhibit _____. This exhibit is attached or filed and incorporated by reference as part of this decree.

☐ Spousal maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.

☒ The ☒ husband ☐ wife shall pay \$ 4,130.00 maintenance. Maintenance shall be paid ☐ weekly ☐ semi-monthly ☒ monthly. Ending on June 1, 2008

The first maintenance payment shall be due on April 1, 2005 [Date].

The obligation to pay future maintenance is terminated upon the death of the respondent or the remarriage of the party receiving maintenance unless otherwise specified below:

LAST PAYMENT DUE SHALL BE FOR 6/1/08

Payments shall be made:

☒ directly to the other spouse.

☐ to the Washington State Child Support Registry (only available if child support is ordered).

☐ to the clerk of this court as trustee for remittance to the other spouse (only available if there are no dependent children).

☐ If a spousal maintenance payment is more than 15 days past due and the total of such past due payments is equal to or greater than \$100, or if the obligor requests a withdrawal of accumulated contributions from the Department of Retirement Systems, the obligee may seek a mandatory benefits assignment order under Chapter 41.50 RCW without prior notice to the obligor.

☐ The Department of Retirement Systems may make a direct payment of all or part of a withdrawal of accumulated contributions pursuant to RCW 41.50.550(3).

☐ Other:

3.8 CONTINUING RESTRAINING ORDER.

☒ Does not apply.

☐ A continuing restraining order is entered as follows:

☐ The ☐ husband ☐ wife is restrained and enjoined from disturbing the peace of the other party.

☐ The ☐ husband ☐ wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: _____

☐ The ☐ husband ☐ wife is restrained and enjoined from knowingly coming within or knowingly remaining within _____ (distance) of the home, work place or school of the other party, or the day care or school of these children: _____
other: _____

☐ _____ [Name] is restrained and enjoined from molesting, assaulting, harassing, or stalking _____ [Name].
(The following firearm restrictions apply if this box is checked: Effective immediately and continuing as long as this continuing restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a maximum possible penalty of 10 years in prison and a \$250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)

☐ Other:

VIOLATION OF A RESTRAINING ORDER IN PARAGRAPH 3.8 WITH ACTUAL KNOWLEDGE OF ITS TERMS IS A CRIMINAL OFFENSE UNDER CHAPTER 26.50 RCW AND WILL SUBJECT THE VIOLATOR TO ARREST. RCW 26.09.060.

☐ **CLERK'S ACTION.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. (A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)

SERVICE.

- ☐ The restrained party or attorney appeared in court or signed this order; service of this order is not required.
- ☐ The restrained party or attorney did not appear in court; service of this order is required.

EXPIRATION.

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

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

- ☐ Any temporary restraining order signed by the court in this cause number is terminated.

CLERK'S ACTION. The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: _____ law enforcement agency where PETITIONER resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

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.
- ☐ The parties shall comply with the Order for Protection signed by the court on this date, _____ in this cause number. The Order for Protection signed by the court is approved and incorporated as part of this decree.

3.10 JURISDICTION OVER THE CHILDREN.

- ☐ Does not apply because there are no dependent children.
- ☒ The court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.11 PARENTING PLAN.

- ☐ Does not apply.
- ☒ The parties shall comply with the Parenting Plan signed by the court on **this date** [Date]. The Parenting Plan signed by the court is approved and incorporated as part of this decree.

3.12 CHILD SUPPORT.

- ☐ Does not apply.
- ☒ Child support shall be paid in accordance with the order of child support signed by the court on **this date** [Date]. This order is incorporated as part of this decree.

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

- ☒ Does not apply.
☐ Attorney's fees, other professional fees and costs shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
☐ Attorney's fees, other professional fees and costs shall be paid as follows:

3.14 NAME CHANGES.

- ☒ Does not apply.
☐ The wife's name shall be changed to _____ [First, Middle, Last Name].
☐ The husband's name shall be changed to _____ [First, Middle, Last Name].

3.15 OTHER.

ORDER & ATTACHMENT
APPROVED
FEB 24 2006
Kimberly Prochnau
COURT COMMISSIONER

Dated: _____

Petitioner or petitioner's attorney:

A signature below is actual notice of this order.

- ☐ Presented by:
☐ Approved for entry:
☐ Notice for presentation waived:

Margaret K. Spector 2/10/06
Signature Date

Margaret K. Spector
Print or Type Name WSBA No.

JUDGE/COMMISSIONER

Respondent or respondent's attorney:

A signature below is actual notice of this order.

- ☐ Presented by:
☐ Approved for entry:
☐ Notice for presentation waived:

Margaret K. Spector 2/10/06
Signature Date

Margaret K. Spector
Print or Type Name WSBA No.

STATE OF WASHINGTON } ss.
County of King

I, BARBARA MINER, Clerk of the Superior Court
of the State of Washington, for the County of King, do hereby certify
that I have compared the foregoing copy with the original book and
the same appears on file and of record in my office, and that the same
is a true and perfect transcript of said original and of the contents hereof.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the
Seal of said Superior Court at my office at Seattle this
day of FEB 24 2006

BARBARA MINER, Superior Court Clerk
By Deputy Clerk