

When recorded return to:
Joan E. Smithman
1909 N. 33rd Pl
Mount Vernon, WA 98273



Skagit County Auditor
11/7/2016 Page

\$45.00
1 of 13 1:48PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

4100 194th St. SW, #230
Lynnwood, WA 98036

Escrow No.: 500048602

DOCUMENT TITLE(S)

Divorce Decree

CHICAGO TITLE
500048602

GRANTOR(S)

Silvestre Duenez Macias

☐ Additional names on page _____ of document

GRANTEE(S)

Joan E. Smithman

☐ Additional names on page _____ of document

ABBREVIATED LEGAL DESCRIPTION

PTN SE NE, 02-35-04 AKA TRACTS 1 AND 2 SHORT PLAT NO. 70-72

Complete legal description is on page 10 of document

TAX PARCEL NUMBER(S)

P35621 / 350402-1-004-0304 and P35620 / 350402-1-004-0205

Additional Tax Accounts are on page _____ of document

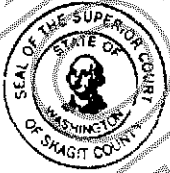
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.15.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

I, MAVIS E. BETZ, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 11-7-16



MAVIS E. BETZ, County Clerk

By: [Signature]
Deputy Clerk

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA
2016 OCT -4 AM 9:53

Superior Court of Washington County of

In re the Marriage of:

Joan E. Smithman

Petitioner,

and

Silvestre Duenez Macias

Respondent.

No. 10-3-435-8

- ☒ Decree of Dissolution (DCD)
☐ Decree of Legal Separation (DCLGSP)
☐ Declaration Concerning Validity (DCINMG) (Marriage)
☐ 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: <u>48059, 47990, 48059, 48057, 71740, 80969, 35621, 35620, 21680</u>
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state): <u>See Ex A</u>
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

Decree (DCD) (DCLGSP) (DCINMG) - Page 1 of 8
WPF DR 04.0400 Mandatory (8/2008) - RCW 26.09.030; .040; .070 (3)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 \$0.56
NOV 07 2016

Amount Paid \$0
Skagit Co. Treasurer
By mdm Deputy

C. Principal judgment amount \$ _____
D. Interest to date of judgment \$ _____
E. Attorney fees \$ _____
F. Costs \$ _____
G. Other recovery amount \$ _____
H. Principal judgment shall bear interest at _____ % per annum
I. Attorney 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.

3.2 Property to be Awarded the Husband

- ☒ The husband is awarded as his separate property the property set forth in Exhibit B. 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.): _____

☐ Other:

3.3 Property to be Awarded to the Wife

- ☒ The wife is awarded as her separate property the property set forth in Exhibit A. 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.):

☐ Other:

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 D. 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.
- ☐ The husband shall pay the following community or separate liabilities:

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 C. 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

- ☒ 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 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.
- ☐ Maintenance shall be paid as set forth in the separation contract or prenuptial agreement referenced above.
- ☐ The ☐ husband ☐ wife shall pay \$ _____ maintenance. Maintenance shall be paid ☐ weekly ☐ semi-monthly ☐ monthly.
- The first maintenance payment shall be due on (date) _____.

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

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 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. The protected party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

Expiration

- This restraining order expires on: (month/day/year) _____ .
 This restraining order supersedes all previous temporary restraining orders in this cause number.
- ☐ 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 ☐ domestic violence ☐ antiharassment Order for Protection signed by the court on this date or dated _____ 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 or dated _____. 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 or dated _____. This order is incorporated as part of this decree.

3.13 Attorney Fees, Other Professional Fees and Costs

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

Dated: 10/4/2010

Petitioner or petitioner's lawyer:

A signature below is actual notice of this order.

☐ Presented by:☐ Approved for entry:☐ Notice for presentation waived:Joan E. Smithman

Signature of Petitioner or Lawyer/WSBA No.

Joan E. Smithman

Print or Type Name

Date

C. Ben Pad
Judge/Commissioner

Respondent or respondent's lawyer:

A signature below is actual notice of this order.

☐ Presented by:☐ Approved for entry:☐ Notice for presentation waived:Silvestre D. Perez

Signature of Respondent or Lawyer/WSBA No.

Silvestre D. Perez

Print or Type Name

Date

1.8. Property

The petitioner had substantive separate property at the time of this marriage.

EXHIBIT A

Physical Address: 3545 LEGG ROAD BOW, WA 98232

Geo Parcel ID: 3660322-2-012-0001

Property ID: 48059

Abbreviated Legal Description: (1.7500ac) SW1/4 NW 1/4 E OF CO RD S & W of SLO LES STR

Subject to Indebtedness to Chase Bank: XXXXXX9037 with Second Acct No. XXXXXXXXXXXX3498

Physical Address: 3545 LEGG ROAD BOW, WA 98232

Geo Parcel ID: 360322-0-017-0000

Property ID: 47990

Abbreviated Legal Description: (0.1600ac) BLFC TAX 17B N 10FT OF NW1/4 LY E OF CO RD

Subject to Indebtedness to Chase Bank: XXXXXX9037 with Second Acct No. XXXXXXXXXXXX3498

Physical Address: 3441 BLANCHARD ROAD BOW, WA 98232

GEO Parcel ID: 3660322-2-011-0002

Property ID: 48058

Abbreviated Legal Description: (0.2500ac) N 175FT OF SW1/4 NW1/4 LY W OF MCELROY SLO & E OF CO RD

Physical Address: 3442 BLANCHARD ROAD BOW, WA 98232

GEO Parcel ID: 360322-2-010-0003

Property ID: 48057

Abbreviated Legal Description: (1.0000ac) SW1/4 NW1/4 W OF RD & W OF SLO E OF GN RLY & N OF CO E & W RD

Subject to Indebtedness to Wells Fargo Bank: XXXXXX2087

1.8. Property

EXHIBIT A

Physical Address: 1009 ORANGE AVE BURLINGTON, WA 98233

GEO Parcel ID: 4076-066-013-0007

Property ID: 71740

Abbreviated Legal Description: BURLINGTON LOTS 11 TO 13 BLK 66 DK 12

Subject to indebtedness to Chase Bank: XXXXXX9441 with Second Acct No. XXXXXXXXXX3597

Physical Address: 1909 N 33RD PL MOUNT VERNON, WA 98273

GEO Parcel ID: 4384-000-028-0006

Property ID: 80969

Abbreviated Legal Description: (TITLE ELIMINATION) INCLUDING MANUFACTURED HOME
1993 SKYLINE OAKSPRINGS 52X28 SERIAL NUMBER 32911045

Subject to indebtedness to Chase Bank: XXXXXX8757

(listing 3 jointly owned properties)

Physical Address: 22789 BRIDGEWATER RD SEDRO WOOLLEY, WA 98284

GEO Parcel ID: 350402-1-004-0304

Property ID: 35621

Abbreviated Legal Description: (0.6000ac) INCLUDING MANUFACTURED HOME
1975 FLEETWOOD 70X14 SERIAL NUMBER S1727; LOT 2 OF SKAGIT CO

Subject to indebtedness to Whidbey Island Bank: XXXXX0231

Physical Address: 22793 BRIDGEWATER RD SEDRO WOOLLEY, WA 98284

GEO Parcel ID: 350402-1-004-0205

Property ID: 35620

Abbreviated Legal Description: (0.5500ac) (TITLE ELIMINATION) INCLUDING
MANUFACTURED HOME 1985 KENTWOOD 66X14 SERIAL NUMBER KW1207

Subject to indebtedness to Whidbey Island Bank: XXXXX0231

EXHIBIT A

Physical Address: 3017 POST OAK ROAD ABILENE, TX 79606

GEO Parcel ID: 69500025300

Property ID: 21680

Abbreviated Legal Description: WYNDROCK ADDN SEC 4, BLOCK 8, LOT 3
(acreage: 0.0000) Type: R

Subject to indebtedness to Chase Bank: XXXXXXXX0160

INVESTMENT ACCOUNTS IN THE NAME OF THE PETITIONER EARNED PRIOR TO MARRIAGE:

IRA JOHN HANCOCK, Account No. XXX1858

VANGUARD 401 K, Account No. XXXXXXXX2470

BANK ACCOUNTS AND MONIES:

Wells Fargo Bank Checking Acct XXXXX1650

Skagit State Bank Checking Acct XXXXXXXXB360

Chase Bank Checking Acct XXXXXX0710

First Financial Bank Checking Acct XXXXXXXX4086

MISCELLANEOUS PROPERTY:

1. 2008 Smart Car
2. 1999 Toyota SR5 Pickup
3. Household goods and furnishing in her possession and storage
4. Real Estate Contract between petitioner and Greg Boykin
5. Hand and power tools agreed upon in storage

EXHIBIT B

1.8 Property

BANK ACCOUNTS AND MONIES

Skagit State Bank Checking Acct XXXXXX8493

MISCELLANEOUS PROPERTY

1. 1991 Ford Ranger Pickup
2. Fiberglass Boat Manufacturing Equipment
3. Power Equipment in his possession
4. Hand Tools
5. Boat Molds
6. Household goods and furnishings in his possession