

Return Address:

Giddens & Giddens



201307150141

Skagit County Auditor

\$93.00

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12 11:05AM

Document Title:

Deed

Reference Number (if applicable):

Grantor(s):

additional grantor names on page ___

1) Howard E Ward

2)

Grantee(s):

additional grantor names on page ___

1) Howard E Ward

2) Helen M Ward

Abbreviated Legal Description:

full legal on page(s) ___

Lot 17 & 49 PTN 18 BL 3 Holiday Hideaway I

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ___

P 65884

Prepared by/Return to:
Giddens & Giddens
385 Edgewood Terrace
Jackson, MS 39206
601-373-4647

STATUTORY WARRANTY DEED

THE GRANTOR, Howard E. Ward, for and inconsideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations in hand, conveys, and warrants to **Howard E. Ward and wife, Helen Marie Ward**, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, the following described real estate, situated in the City of Anacorter, County of Skagit, State of Washington:

All of Lots 17 and 49 and the North 1/2 of Lot 18, all in Block 3, "Holiday Hideaway No. 1", as per Plat recorded in Volume 8 of Plats, Page 36, records of Skagit County, Washington.

Tax Parcel #P65884 3926-003-049-0002

THE ABOVE described property was originally purchased by Howard E. Ward and wife, Jeanette Ward. The parties are divorced, Case #11-3-026 14-4 KNT, and in the Property Settlement Agreement, the above described property was awarded to Howard E. Ward.

SUBJECT to all easements, rights of way, zoning ordinances, and restrictive and protective covenants, of record which may affect subject property.

ALL TAXES due on said property shall be assumed by Grantees herein.

WITNESS THE SIGNATURE of the Grantor, this 18th day of June, 2013.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20132742
JUL 15 2013

Howard E. Ward
Howard E. Ward

STATE OF MISSISSIPPI
COUNTY OF HINDS

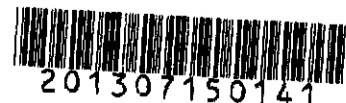
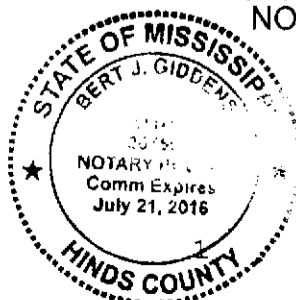
Amount Paid
Skagit Co. Treasurer
By *nam* Deputy

I certify that I know or have satisfactory evidence that Howard E. Ward is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his, free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 18, 2013

Bert J. Giddens
NOTARY PUBLIC

My Commission Expires:



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**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

In re the Marriage of:

HOWARD E. WARD,

Petitioner,

and

JEANETTE WARD,

Respondent.

NO. 11-3-02614-4 KNT

PROPERTY SETTLEMENT
AGREEMENT

THIS CONTRACT is executed between HOWARD E. WARD, petitioner (hereinafter referred to as Husband), and JEANETTE WARD, respondent (hereinafter referred to as Wife) both collectively sometimes called "parties".

I. FACTS

1.1 Marriage. The parties were married on May 26, 1988, in Vancouver, Clark County, WA.

1.2 Children. The wife is not now pregnant. The parties have no children dependent upon them.

1.3 Separation. The parties anticipate separating on or about 2/15/11, and that should be considered as the date of separation. A Petition For Dissolution/Legal Separation will be filed by the Husband in the Superior Court of Washington for King County. *Hew*



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1 1.4 Property. The parties are now desirous, of making full and final settlement
2 of their marital property rights and obligations by means of this document. Each party
3 warrants that he or she has fully disclosed any and all property he or she owns, and all
4 income derived therefrom and from all other sources as well as all claims, liens or
5 encumbrances affecting such property and income, and all debts and obligations
6 incurred or acquired by or belonging to either party or both parties, and that each party
7 has relied upon such representations in the execution of this Agreement. In entering into
8 this Contract, the parties have attempted to divide their property in as fair and equitable
9 a manner as possible.

10 1.5 Separation Contract. The parties agree that if a Decree Of Legal Separation
11 or a Decree Of Dissolution is obtained, this Contract shall be incorporated into said
12 Decree Of Legal Separation or Decree Of Dissolution and shall be given full force and
13 effect thereby. It is understood and agreed by the parties that this Contract shall be final
14 and binding upon execution by both parties, whether or not a Decree Of Legal
15 Separation or Decree Of Dissolution is obtained, and that it is the intention of both
16 parties that this Agreement be enforceable as a Contract under Contract Law of the
17 State of Washington, whether or not a Decree Of Legal Separation or Decree Of
18 Dissolution is obtained, and this Contract shall be binding upon the parties until
19 terminated by a written instrument signed by both parties or until modified or
20 disapproved by a Court of competent jurisdiction.

12 II. CONSIDERATION

13 In consideration of the mutual promises, agreements and covenants of the parties
14 contained herein and in consideration of the mutual benefits to be derived therefrom and
15 the desire of the parties to make an amicable settlement of their disputes attendant to
16 their separation, the parties hereby agree, covenant and promise as follows:

16 III. GENERAL PROVISIONS

17 3.1 Waiver Of Claims. Except as otherwise provided by this Agreement, each
18 party agrees to make no claim upon the property or earnings partitioned herein to the
19 other party, and all such claims are hereby waived in favor of this Agreement.

20 3.2 Relinquishment Of Estate. Except for the enforcement of rights hereunder,
21 each party hereby relinquishes and waives any right or interest which he or she may
22 have in the estate of the other party under the provisions of any statute or any rules or
23 law, unless under a Will executed subsequent to the effective date hereof.

24 3.3 Inducements. Each party acknowledges that he or she is making this
Agreement of his or her own free will and volition, and acknowledges that no coercion,
force, pressure, or undue influence whatsoever has been employed against him or her in



1 negotiations leading to the execution of this Agreement either by the other party hereto
2 or by any other person or persons, or promises other than those expressly set forth
herein.

3 3.4 Legal Representation. Each party to this Agreement does hereby stipulate
4 with the other party that he or she has been advised of the desirability of being
5 represented by individual counsel of their own choosing. The parties have discussed this
6 Agreement between themselves and any advisors each of them have wished to consult.
7 Each party has been encouraged to be represented by an attorney regarding these
8 settlement negotiations. The parties acknowledge that the wife has been represented by
Self and the husband has been represented by Ronald E.
Glessner. The parties represent that they have read this Agreement and understand its
terms, and that the legal and practicable effect of this Contract has been explained to
each of them prior to the signing of this Contract. The parties have satisfied themselves
that this Agreement is fair.

9 3.5 Entire Agreement. This Contract contains the entire understanding of the
10 parties and there are no representations, warranties, covenants or undertakings other
than those contained in this Contract.

11 3.6 Modification. No modification or waiver of any of the terms of this
12 Agreement shall be valid between the parties except by written modification executed
13 by both parties subsequent to the date of this Agreement; and no waiver of any breach
or default hereunder shall be deemed a waiver of any subsequent breach or default no
matter how made or how often recurring.

14 3.7 Applicable Law. This Contract shall be interpreted and enforced under the
15 laws of the State of Washington.

16 3.8 Partial Invalidity. If any provision of this Contract is held to be invalid or
unenforceable, all other provisions are intended to continue in full force and effect.

17 3.9 Binding Effect. This Contract shall bind the parties, their personal
18 representatives, heirs and assigns.

19 3.10 Warranty As To Possession Of Property. Each party hereby warrants to
20 the other that he or she is not now possessed of any property of any kind or description
21 whatsoever other than as set forth in this Agreement and that neither of them has made,
22 without the knowledge and consent of the other, any gifts or transfers of community or
separate property within the past three (3) years with a value in excess of \$200.00. If it
shall hereafter be determined by a Court of competent jurisdiction that either the
husband or wife is now possessed of any property not set forth herein, or that the
husband or wife has made, without the consent or knowledge of the other, any gifts or



1 transfers of community or separate property other than as set forth herein, each of the
2 parties hereto covenants and agrees to pay to the other, upon demand, an amount equal
to one-half (1/2) of the fair market value of any such property.

3 3.11 Warranty Of Wife. Wife hereby warrants to husband that she has not
4 incurred and she hereby covenants that she will not in the future incur any liabilities or
5 obligations for which the husband is or may be liable except as have been expressly set
6 forth herein; wife hereby covenants and agrees that if any claim, action or proceeding
shall hereafter be brought seeking to hold husband liable on account of any such debt,
7 liability, act or omission of wife, she will, at her sole expense, defend husband against
any such claim or demand, whether or not well-founded and that she will hold him
harmless therefrom.

8 3.12 Warranty Of Husband. Husband hereby warrants to wife that he has not
9 incurred and he hereby covenants that he will not in the future incur any liabilities or
10 obligations for which the wife is or may be liable except as have been expressly set
11 forth herein; husband hereby covenants and agrees that if any claim, action or
proceeding shall hereafter be brought seeking to hold wife liable on account of any such
12 debt, liability, act or omission of husband, he will, at his sole expense, defend wife
13 against any such claim or demand, whether or not well-founded and that he will hold
14 her harmless therefrom.

15 3.13 After-Acquired Property. It is hereby agreed and understood that any and
16 all earnings or property acquired by either of the parties to this Agreement, from and
17 after the date of separation shall be the sole and separate property of the party acquiring
18 the same, and each of the parties hereto does waive any and all right in or to such future
19 acquisitions of property by the other party.

15 IV. PERFORMANCE OF AGREEMENT

16 4.1 Execution Of Documents. In full consideration of the mutual agreements
17 contained herein, both parties agree to execute any documents necessary to completely
and effectively carry out the terms of this Agreement.

18 4.2 Delivery Of Tangibles And Intangibles. Each party shall make available to
19 the other and shall allow delivery to himself or herself, within 30 days from the date of
20 this Agreement, those items of personal property awarded to the other party which are
at the present time in his or her possession, including records which relate to assets
awarded to the either party.



1 **V. PROPERTY AND OBLIGATIONS OF THE PARTIES**

2 5.1 Separate Property. Each party is possessed of certain separate property and
3 shall retain possession and title to that separate property. For purposes of this Contract,
4 separate property of each of the parties shall mean any and all property owned or
5 acquired by that party prior to the date of the marriage, or acquired by gift or
6 inheritance after marriage, or acquired after separation.

7 5.2 Allocation Of Community Property. The following property is allocated to
8 be vested or held as the sole and separate property of the receiving party as indicated,
9 free and clear of any right, title or interest of the other party therein:

10 A. To the Husband: See **Exhibit A** attached hereto.

11 B. To the Wife: See **Exhibit B** attached hereto.

12 **VI. DISPOSITION OF DEBTS**

13 6.1 The parties agree that each will be responsible for payment of any debts
14 attributable to properties awarded to that party.

15 6.2 The husband shall be solely responsible for payment of the following debts:
16 See **Exhibit A** attached hereto.

17 6.3 The wife shall be solely responsible for payment of the following debts:
18 See **Exhibit B** attached hereto.

19 6.4 Each of the parties agrees that he or she shall hold the other harmless for
20 any payment which either shall be required to make on debts assigned to that party and
21 each shall indemnify the other party for any payment that the other party make upon
22 such obligations not assigned to that party.

23 6.5 All debts or obligations incurred by either party after the date of separation,
24 shall be the sole and separate liability of the party incurring the obligation, and each
25 party agrees that he or she shall hold the other harmless from any such obligation and
26 each shall indemnify the other party for any payment that the other party make upon
27 such obligations not assigned to that party.

28 **VII. INCOME TAX**

29 7.1 The parties agree that they have or shall file separate/married or
30 individual single tax returns for the tax year 2010. The parties shall pay any tax due or
31 receive any tax refund individually, from his or her return, with no right to contribution



1 from the other party. Each party shall hold the other harmless from any and all liability,
2 taxes, penalty, assessments, interest, or attorney fees, incurred with regard to their
individual returns.

3 7.2 The parties anticipate the entry of a final Decree of Dissolution on or
4 before December 31, 2010. Therefore, they anticipate filing individual single returns
5 for the tax year 2010 and there shall be no tax liability for one individual on the part of
the other and each agrees to hold the other harmless from any tax liability.

6 **VIII. PARENTING PLAN**

7 8.1 Does not apply.

8 **IX. SUPPORT OF CHILDREN**

9 9.1 Does not apply.

10 **X. ATTORNEY FEES**

11 10.1 Each of the parties shall be responsible for the payment of his or her own
attorney fees incurred in this action.

12 **XI. ENFORCEMENT**

13 11.1 The provisions of this Separation Contract may be enforced by all
14 remedies available for the enforcement of a judgment, including contempt.

15 IN WITNESS WHEREOF, the parties have affixed their signatures below.


16 DATED this 10TH day of March, 2011.

17
18 Howard E. Ward
19 HOWARD E. WARD

20 DATED this 10 day of March, 2011.

21
22 Jeanette Ward
JEANETTE WARD

23 *PROPERTY SETTLEMENT AGREEMENT*
24 *Page 6 of 8*


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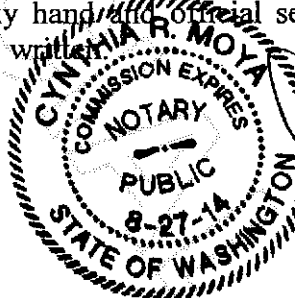
MOGREN, GLESSNER & ROTI, P.S.
P. O. Box 90 * 100 Evergreen Bldg.
Renton, Washington 98057-0090
Telephone: (425) 255-4542
FAX: (425) 255-7322

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STATE OF WASHINGTON)
) ss
COUNTY OF KING)

ON THIS 29th day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEANETTE WARD, to me known to be the individual described in and who executed the foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

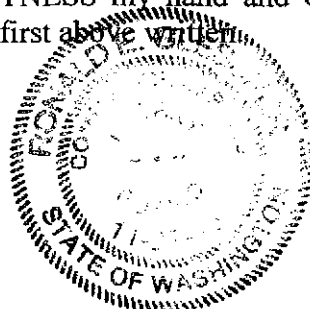


[Signature]
Notary Public in and for the State
of Washington, residing at Renton
My Commission expires: 8/27/2014

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

ON THIS 10th day of March, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, HOWARD E. WARD, to be known to be the individual described in and who executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]
Notary Public in and for the State
of Washington, residing at Fox Island
My Commission expires: 11-22-2013

This Agreement has been reviewed by counsel for petitioner.

[Signature]
Ronald E. Glessner WSBA #11832



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This Agreement has been reviewed by counsel for respondent.

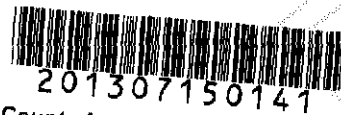
N/A

WSBA #

JEANETTE WARD has reviewed this document and has decided not to seek independent legal advice and represents that she has read and understood this document.

Jeanette Ward

Jeanette Ward, pro se



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1 **EXHIBIT A**

2 **PROPERTY AWARDED TO HUSBAND**

3 1, The husband shall be awarded the three lots on ~~Guemus~~ ^{Guemus} Island, Skagit
4 County, Washington legally described as:

- 5 Holiday Hideway No1, Lot17, Blk 3
6 Holiday Hideway No1, Lot49, Blk 3
7 Holiday Hideway No1, N1/2, Lot18, Blk 3

8 including all improvements thereon.

- 9 2. The car in his possession and which he is driving.
10 3. Any and all employment and retirement benefits, including pension, profit
11 sharing, IRA's, 401(k), Social Security benefits, sick pay, disability benefits,
12 unemployment compensation benefits by virtue of his past, present and future
13 employment to which he is now entitled or to which he may become entitled in
14 the future.
15 4. Any and all bank accounts in husband's name, including checking, savings, and
16 any other financial accounts.
17 5. All insurance policies in husband's name.
18 6. All personal effects, personal property, furniture, appliances and fixtures
19 currently in husband's possession including the fifth wheel on the real property
20 described in paragraph on above.
21 7. All causes of action for injury to his person or property.
22 8. All property acquired by him since separation.

23 **OBLIGATIONS TO BE PAID BY HUSBAND**

- 24 1. Mortgage balance if any on the real property Guemus Island.
2. Husband's own insurances, deductibles, and uncovered costs, including but not
3. Any and all obligations incurred by him since date of separation.
4. All credit cards and charge accounts in the name of the husband.
5. Any and all debts accruing by way of an asset which is awarded to him.



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EXHIBIT B

PROPERTY AWARDED TO WIFE

1. The family residence located at 403 Maple Ave. NW, Renton, WA, legally described as:
Lot 17, Block 4, Latimers Lake Park addition
King County, Washington
including all improvements there on.
2. The car in her possession and which she is driving
3. Any and all employment and retirement benefits, including pension, profit sharing, IRA's, 401(k), Social Security benefits, sick pay, disability benefits, unemployment compensation benefits by virtue of her past, present and future employment to which she is now entitled or to which she may become entitled in the future.
4. Any and all bank accounts in wife's name, including checking, savings, and any other financial accounts.
5. All insurance policies in wife's name.
6. All personal effects, personal property, furniture, appliances and fixtures currently in wife's possession and in the family residence.
7. All causes of action for injury to her person or property.
8. All property acquired by her since separation.

OBLIGATIONS TO BE PAID BY WIFE

1. Mortgage balance on the real property in paragraph 1, above.
2. Wife's own insurances, deductibles, and uncovered costs, including but not limited to health, life, property, and/or vehicle insurance.
3. Any and all obligations incurred by her since date of separation.
4. All credit cards and charge accounts in the name of the wife.
5. Any and all debts accruing by way of an asset which is awarded to her.



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