

When recorded return to:Brandon K. Sterne
24998 North 74th St.
Peoria, AZ 85383

Filed for record at the request of:

**CHICAGO TITLE**
COMPANY OF WASHINGTON425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620049165

Real Estate Excise Tax
Exempt

Skagit County Treasurer

By Lena ThompsonAffidavit No. 2021-5787Date 12/17/2021**CHICAGO TITLE**
620049165**DOCUMENT TITLE(S)**

Final Divorce Order

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: _____

Additional reference numbers on page _____ of document

GRANTOR(S)

Melissa Sue Sterne

☐ Additional names on page _____ of document**GRANTEE(S)**

Brandon Kent Sterne

☐ Additional names on page _____ of document**ABBREVIATED LEGAL DESCRIPTION**

Lot 2, SCS# 95-023; PM. GL 6 in 28-35-9

Complete legal description is on page _____ of document

TAX PARCEL NUMBER(S)

p44845

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 36.18.010 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

DocuSign Envelope ID: C8978485-F7FE-4EFB-B154-A096B3184047

I, MELISSA BEATON, 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 12/16/21



MELISSA BEATON, County Clerk

By: [Signature]
Deputy Clerk

Decree of Dissolution
10249613



FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA
2021 MAY -5 PM 3: 24

Superior Court of Washington, County of Skagit

In re the marriage of:
Petitioner:

MELISSA SUE STERNE

And Respondent:

BRANDON KENT STERNE

No. 20-3-00547-29

Final Divorce Order (Dissolution Decree) (DCD)

[X] Clerk's Action required: 1, 2, 6, 13, 14, 15, 16

Final Divorce Order

1. Money Judgment Summary

None.

2. Summary of Real Property Judgment

Summarize any real property judgment from section 7 in the table below.

Grantor's name (person giving property)	Grantee's name (person getting property)	Real Property (fill in at least one)	
		Assessor's property tax parcel or account number:	Legal description of property awarded (lot/block/plat/section, township, range, county, state)
Melissa Sterne	Brandon Sterne	P44845	(10.1200 ac) TITLE ELIMINATION AF #200603150073 2006 FLEETWOOD/BARRINGTON MOD#7684X 40X74 VIN#WAF1531191474BA13) ALSO 2007 FLEETWOOD/MOD#4403N 28X52 VIN# ORFL64831480FE13 TPO# +440673. LOT 2, SKAGIT COUNTY SHORT PLAT NO. 95-023, APPROVED NOVEMBER 3, 1995 AND RECORDED DECEMBER 21, 1995, IN VOLUME 12 OF SHORT PLATS, PAGE 54, UNDER AUDITORS FILE NO. 9512210032, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF GOVERNMENT LOT 6, SECTION 28, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M
Lawyer (name): Stephanie McNulty		represents (name): Melissa Sterne	
Lawyer (name): Pro Se		represents (name): Brandon Sterne	

The court has made Findings and Conclusions in this case and now Orders:**3. Marriage**

This marriage and any domestic partnerships or civil unions are dissolved. The Petitioner and Respondent are divorced.

4. Name Changes

Neither spouse asked to change his/her name. Petitioner's name is changed to Melissa Sue Miller

5. Separation Contract

There is no enforceable separation contract.

6. Money Judgment (summarized in section 1 above)

None.

7. Real Property (summarized in section 2 above)

The real property is divided as listed in Exhibits H & W. This Exhibits are attached and made part of this Order.

Real Property Address	Tax Parcel Number	Given to which spouse as his/her separate property?
50272 Concrete Sauk Valley Rd Concrete, WA 98237	P44845	Brandon Sterne

8. Petitioner's Personal Property

The personal property listed in Exhibit W is given to Petitioner as his/her separate property. This Exhibit is attached and made part of this Order.

9. Respondent's Personal Property

The personal property listed in Exhibit H is given to Respondent as his/her separate property. This Exhibit is attached and made part of this Order.

10. Petitioner's Debt

The Petitioner must pay all debts s/he has incurred (taken on) since the date of separation, unless the court makes a different order about a specific debt below.

The Petitioner must pay the debts that are now in his/her name.

The Petitioner must pay the debts listed in Exhibit W. This Exhibit is attached and made part of this Order.

11. Respondent's Debt

The Respondent must pay all debts s/he has incurred (taken on) since the date of separation, unless the court makes a different order about a specific debt below.

The Respondent must pay the debts that are now in his/her name.

The Respondent must pay the debts listed in Exhibit H. This Exhibit is attached and made part of this Order.

12. Debt Collection

If one spouse fails to pay a debt as ordered above and the creditor tries to collect the debt from the other spouse, the spouse who was ordered to pay the debt must hold the other spouse harmless from any collection action about the debt. This includes reimbursing the other spouse for any of the debt he/she paid and for attorney fees or costs related to defending against the collection action.

13. Spousal Support

Petitioner will be receiving half of Respondent's pension pursuant to the CR 2A agreement which is included herein by reference (Attached as Exhibit I). Respondent will not change the benefits or reduce the pension amount. No specific spousal support is ordered.

14. Fees and Costs *(Summarize any money judgment in section 1 above)*

Each spouse will pay his/her own fees and costs.

15. Protection Order

No one requested an *Order for Protection*.

16. Restraining Order

No one requested a *Restraining Order*.

17. Children of the marriage

The spouses have no children together who are still dependent.

18. Parenting Plan

Does not apply. The spouses have no children together who are under 18 years old, or the court does not have jurisdiction over the children.

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//

19. Child Support

Does not apply. The spouses have no dependent children together, or the court does not have jurisdiction over child support.

20. Other orders

Neither party contact or harass the other in any way, to include through third parties or by posting about the other on social media. If the husband violates that provision and contacts or harasses the wife, an anti-harassment/stalking protection order shall be entered without objection.

Ordered.

Date

Judge or Commissioner

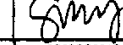
Petitioner and Respondent or their lawyers fill out below.

This document:

This document:

DocuSigned by:

DocuSigned by:



54038

Petitioner signs here or lawyer signs here + WSBA #

Respondent signs here or lawyer signs here + WSBA #

5/4/2021

5/4/2021

Stephanie McNulty

Brandon K. Sterne

Print Name

Date

Print Name

Date

DocuSigned by:



Petitioner signs here or lawyer signs here + WSBA #

5/4/2021

Melissa Sterne

Print Name

Date

Exhibit A

UNOFFICIAL DOCUMENT

1
2
3
4
5
6
7 Superior Court of Washington, County of Skagit8 In re the marriage/domestic partnership of:
9 Petitioner:

10 MELISSA SUE STERNE

11 And Respondent:

12 BRANDON KENT STERNE

No. 20-3-00547-29

CR 2A Dissolution Agreement

13 COMES NOW THE PARTIES and make the following separation agreement in
14 anticipation of dissolution of marriage. Petitioner is represented by Stephanie
15 McNulty, Attorney at Law, and Respondent is represented by Paul Richmond,
16 Attorney at Law.17 1. Husband is awarded the residence subject to a promissory note in the amount of
18 \$50,000, secured by a deed of trust, to wife for her interest in the property. The note
19 shall be paid within 90 days from the entry of the decree without interest. The parties
20 may extend this time by written mutual agreement. This may also be extended if
21 Covid prevents it from timely closing. If not timely paid in full, the residence/property
22 shall be sold and the net proceeds shall be divided 50/50 after allocating funds to
23 husband's mother for her interest in the unit she resides in on the property. This may
24 have to be decided in binding arbitration if the parties cannot agree. Further, wife has
the option to conduct her own appraisal of the property and contest husband's
valuation in binding arbitration. Ken Evans shall act as arbitrator in any binding
arbitration.

2. The husband's "disposable retirement pay" (currently \$3,665) shall be divided 50/50

DB
MSA Page - 1
Initials

DB
BS
Initials

1 pursuant to a military retirement order/QDRO, prepared by Marjorie Simmons. Any fees
2 for drafting of the QDRO or associated documents shall be divided 50/50 between the
3 parties. The husband is awarded his entire VA disability award. Any and all applicable
4 survivor benefits of husband's military service are awarded to wife and shall not be
changed by husband.

5 3. The wife is awarded the dog "Precious" and the four cats (Oko, Tank, Nene, and
6 Boots). She shall arrange for their transportation to her home within 30 days of today's
7 date. The husband shall do nothing to harm or endanger the animals.

8 4. The wife is awarded the Ford truck at an agreed value of \$6,000. The tractor and
9 box scraper shall be sold in a commercially reasonable manner with the written
10 approval of both parties. The husband shall receive the first \$6,000 from the sale and
the balance of the proceeds from the sale shall be divided 50/50 between the parties.

11 5. The wife is awarded the RCI timeshare subject to any obligations thereof.

12 6. Each party retains any personal property in their possession, however, the wife is
13 awarded the contents of the storage unit. Husband shall pay all fees owing on the storage
14 unit through the month of February, 2021. Husband shall provide information regarding
15 location and access, shall ensure access, and shall do nothing to harm or damage the
16 wife's property. The husband shall take photographs of the contents of the storage unit and
17 provide them to the wife's attorney within 14 days of today's date. No later than February
18 28, 2021, wife shall take responsibility for the storage unit. If the wife believes property
not included in the storage unit is hers, division of personal property wife believes she is
still missing shall be handled in binding arbitration with Ken Evans.

19 7. The husband retains the proceeds from the sale of the Honda motorcycle. He keeps his
20 tool chests, John Deere riding lawnmower, generator, and guns in his possession. Any
21 dispute regarding the other items is reserved for further mediation or arbitration if
necessary.

22 8. Husband shall not stop paying for, shut off, or in any other way alter wife's cellphone
23 and coverage until 15 days after wife has received the money for buyout of the property.

24 9. The final findings and decree shall include a provision that neither party contact or
harass the other in any way, to include through third parties or by posting about the other
on social media. If the husband violates that provision and contacts or harasses the wife,

as an anti-harassment/stalking protection order shall be entered without objection.

CMS Page - 2
Initials Initials

1 10. Any debt or obligation, not specifically awarded herein, incurred by either party, aside
2 from medical debt incurred during the marriage, shall be the sole and separate obligation
3 of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed
4 debt was incurred by the parties jointly, then the parties shall remain jointly liable.

5 11. There are no known assets which have not been divided by the parties prior to the date
6 of this decree or by this Decree. (Asset accounts disclosed and negotiated for purpose of
7 this decree are indicated below). Any assets owned, disguised, or hidden, by the parties on
8 the date of the Decree which either party has failed to disclose shall be divided 60% to the
9 discovery party and 40% to the party concealing the asset. If either party has concealed an
10 asset, he or she shall pay any reasonable costs, including but not limited to reasonable
11 attorney's fees, credit repair and any other costs incurred by the discovery parties.

- 12 a) Columbia Bank Account XXXXXX8923
13 b) Robinhood Account XXXXX6261
14 c) M&T Mortgage XXXXXX7702
15 d) Military pension and VA disability

16 12. Each party shall hold the other harmless regarding any debts assigned to the party
17 in this agreement.

18 13. Unless it is otherwise stated in this agreement, each party shall be responsible for
19 any debts incurred since the date of separation.

20 14. Unless it is otherwise stated in this agreement, each party is awarded any property
21 acquired after the date of separation.

22 OTHER PROVISIONS

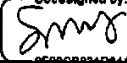
- 23 1. Each party shall pay their own costs and fees.
24 2. Each party warrants that he or she has made fair disclosure to the other party
regarding the existence of assets, benefits and debts.
3. The parties shall execute any and all documents, deeds, forms, etc. necessary to give
effect to this agreement.
4. Both parties agree that he or she has read this agreement and fully understands them and
have had all questions pertaining to it answered. Both parties agree that they have had the
opportunity to be represented by counsel of their own choosing.
5. Both parties acknowledge that he or she is making this agreement of his or her own

DS
C1028 Page - 9
Initials Initials
DS
RS

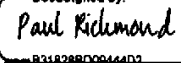
1 free will and volition and that no coercion, unwritten promises or undue influence
 2 whatsoever has been employed against him or her in any negotiations leading to the
 3 execution of this agreement. Each party stipulates that this agreement is fair and
 4 equitable.

5 6. The wife's attorney shall prepare, within 25 days of today's date, and present final
 6 papers. Any dispute as to whether the papers comply with the CR 2A and any other
 7 disputes regarding the Decree shall be resolved by Ken Evans in binding arbitration.

8 The following signatures acknowledge that the above agreement is equitable and shall
 9 be included in the final documents entered with the court.

10 DocuSigned by:
 11  1/27/2021
 12 Stephanie McNulty, WSBA #54038 Date
 13 Attorney for Petitioner

14 DocuSigned by:
 15  1/27/2021
 16 Melissa Sterne, Petitioner Date

DocuSigned by:
 17  1/27/2021
 18 Paul Richmond, WSBA # Date
 19 Attorney for Respondent

DocuSigned by:
 20  1/27/2021
 21 Brandon Sterne, Respondent Date

Exhibit W

STERNE & STERNE
Skagit County Superior Court Cause No. 20-3-00547-29

EXHIBIT W

Property Awarded to Wife

1. The Wife shall retain as her sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of her past or present employment, union affiliation, military service, United States or other citizenship and/or residence within a state including but not limited to: various forms of insurance, right to social security payments, Medicare and Medicaid payments, retirement benefits, pensions, disability benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, 401k plans, interests in profit sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party. Specifically, the wife is awarded the following:
 - a. The husband's disposable retirement pay (currently \$3,665) shall be divided 50/50 pursuant to a military retirement order/QDRO, prepared by Marjorie Simmons. Any fees for drafting of the QDRO or associated documents shall be divided 50/50 between the parties. The husband is awarded his entire VA disability award. The husband shall not modify the retirement pay amount or benefits.
 - b. Any and all applicable survivor benefits of husband's military service are awarded to wife and shall not be changed by husband.
2. Bank Accounts: Cash in bank accounts in her name and under her control, along with all IRA accounts, annuity accounts, CDs, and/or other cash accounts currently in ~~Husband's name~~ Sterne----- wife's name.


Husband Initial


Wife Initial

Exhibit W
Property Awarded to the Wife
Debts to be Paid by the Wife

3. Real Property: Wife is awarded \$50,000, secured by a deed of trust, for her interest in the real property located at 50272 Concrete Sauk Valley Rd, Concrete, WA 98237. The note shall be paid within 90 days from the entry of the decree without interest. The parties may extend this time by written mutual agreement. This may also be extended if Covid prevents it from timely closing. If not timely paid in full, the residence/property shall be sold and the net proceeds shall be divided 50/50 after allocating funds to husband's mother for her interest in the unit she resides in on the property. This may have to be decided in binding arbitration if the parties cannot agree. Further, wife has the option to conduct her own appraisal of the property and contest husband's valuation in binding arbitration. Ken Evans shall act as arbitrator in any binding arbitration.
4. Personal property: Any and all personal property including furniture, furnishings, tools, equipment, musical equipment and instruments, etc. in the Wife's possession and/or under her direct control shall remain and be her sole and separate property. Specifically, the wife is awarded the following:
- a. The wife is awarded the contents of the storage unit. Husband shall pay all fees owing on the storage unit through the month of February, 2021. Husband shall provide information regarding location and access, shall ensure access, and shall do nothing to harm or damage the wife's property. The husband shall take photographs of the contents of the storage unit and provide them to the wife's attorney within 14 days of today's date. No later than February 28, 2021, wife shall take responsibility for the storage unit. If the wife believes property not included in the storage unit is hers, division of personal property wife believes she is still missing shall be handled in binding arbitration with Ken Evans.
 - b. The wife is awarded the dog Precious and the four cats (Oko, Tank, Nene, and Boots). She shall arrange for their transportation to her home within 30


Husband Initial


Wife Initial

Exhibit W
Property Awarded to the Wife
Debts to be Paid by the Wife

days of today's date. The husband shall do nothing to harm or endanger the animals.

5. Insurance policies insuring her life, including the right to designate a beneficiary on said policies (if applicable).
6. The automobile(s) currently in her possession. If applicable, the Wife shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Husband harmless thereon. Each party shall cooperate in signing over title, loan payments, refinancing etc. or anything else that is necessary to transfer that automobile into her individual and separate property holding. Specifically, the wife is awarded the following:
 - a. The wife is awarded the Ford truck at an agreed value of \$6,000.
 - b. The tractor and box scraper shall be sold in a commercially reasonable manner with the written approval of both parties. The husband shall receive the first \$6,000 from the sale and the balance of the proceeds from the sale shall be divided 50/50 between the parties.
7. The wife is awarded the RCI timeshare subject to any obligations thereof.
8. There are no known assets which have not been divided by the parties prior to the date of this decree or by this Decree. (Asset accounts disclosed and negotiated for purpose of this decree are indicated below). Any assets owned, disguised, or hidden, by the parties on the date of the Decree which either party has failed to disclose shall be divided 60% to the discovery party and 40% to the party concealing the asset. If either party has concealed an asset, he or she shall pay any reasonable costs, including but not limited to reasonable fees, credit repair and any other costs incurred by the discovery parties.
 - a. Columbia Bank Account XXXXXX8923
 - b. Robinhood Account XXXXX6261
 - c. M&T Mortgage XXXXXX7702
 - d. Military pension and VA disability


Husband Initial


Wife Initial

Exhibit W
Property Awarded to the Wife
Debts to be Paid by the Wife

Debts to be Paid by the Wife

1. Except as specified herein, each party shall pay any and all obligations due on any assets received by that party and each party shall indemnify and hold the other party harmless from any debt assumed herein.
2. Any and all debts incurred after the date of separation, unless otherwise stated herein.
3. Any debt or obligation, not specifically awarded herein, incurred by either party, aside from medical debt incurred during the marriage, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.
4. Any and all encumbrances on property awarded herein, including taxes, maintenance and mortgage insurance.

Other Provisions

1. Any disputes related to the execution of real estate ownership, and transfer of ownership, and the carrying out of the provisions herein, shall be first resolved by attempting mediation with a professional mediator. The moving party shall select three professional mediators, and the non-moving party may strike two. Each party shall pay 50% of the expenses. If the non-moving party fails to comply with the decree of dissolution and fails to engage in the dispute resolution process (fails to attend mediation) the moving party shall submit the dispute to arbitration for binding arbitration. Each party shall pay 50% of the expenses in binding arbitration unless one party is determined to have frustrated the dispute resolution process or has acted in bad faith in causing delays.
2. Signature of Documents: The parties shall sign any documents necessary to carry out the terms of this Decree of Dissolution.


Husband Initial
Wife Initial

Exhibit W
Property Awarded to the Wife
Debts to be Paid by the Wife

3. Undisclosed Debts: Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.
4. Undisclosed Assets: There are no known assets which have not been divided by the parties prior to the date of this decree or by this Decree. Any assets owned by the parties on the date of the Decree which either party has failed to disclose shall be divided 60% to the discovery party and 40% to the party concealing the asset. If either party has concealed an asset, he or she shall pay any reasonable costs, including but not limited to reasonable attorney's fees, credit repair and any other costs incurred by the discovery parties.
5. Revocation of Estate Documents (Wills, Power of Attorney, Other Instruments). All previous instruments executed including but not limited to: Last Will and Testament, Power of Attorney, community property agreements not otherwise reaffirmed in this Decree, other instruments denoting beneficiaries are revoked.
6. The parties stipulate and agree that the wife's relocation to Bow, WA is granted.
7. Federal Income Tax: In the event that any prior income tax returns of the parties should be audited during any year during the marriage, and additional tax, penalties or interest is deemed to be owed, the amounts shall be paid equally by the parties.
8. The parties intend that the property and debt division in this Decree will result in no recognition of taxable gain or loss to the other party.


Husband Initial


Wife Initial

Exhibit W
Property Awarded to the Wife
Debts to be Paid by the Wife

Exhibit H

STERNE & STERNE
Skagit County Superior Court Cause No. 20-3-00547-29

EXHIBIT H

Property Awarded to Husband

1. The Husband shall retain as his sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of his past or present employment, union affiliation, military service, United States or other citizenship and/or residence within a state including but not limited to: various forms of insurance, right to social security payments, Medicare and Medicaid payments, retirement benefits, pensions, disability benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, 401k plans, interests in profit sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party, except as follows:
 - a. The husband's disposable retirement pay (currently \$3,665) shall be divided 50/50 pursuant to a military retirement order/QDRO, prepared by Marjorie Simmons. Any fees for drafting of the QDRO or associated documents shall be divided 50/50 between the parties. The husband is awarded his entire VA disability award. The husband shall not modify the retirement pay amount or benefits.
 - b. Any and all applicable survivor benefits of husband's military service are awarded to wife and shall not be changed by husband.
2. Bank Accounts: Cash in bank accounts in his name and under his control, along with any IRA accounts, annuity accounts, CDs, and/or other cash accounts currently in Husband's name.
3. Real Property: Husband is awarded the residence located at 50272 Concrete Sauk Valley Rd, Concrete, WA 98237, and is subject to a promissory note in the amount


Husband Initial


Wife Initial

Exhibit H
Property Awarded to the Husband
Debts to be Paid by the Husband

of \$50,000, secured by a deed of trust, to wife for her interest in the property. The note shall be paid within 90 days from the entry of the decree without interest. The parties may extend this time by written mutual agreement. This may also be extended if Covid prevents it from timely closing. If not timely paid in full, the residence/property shall be sold and the net proceeds shall be divided 50/50 after allocating funds to husband's mother for her interest in the unit she resides in on the property. This may have to be decided in binding arbitration if the parties cannot agree. Further, wife has the option to conduct her own appraisal of the property and contest husband's valuation in binding arbitration. Ken Evans shall act as arbitrator in any binding arbitration.

4. **Personal property:** Any and all personal property including furniture, furnishings, tools, equipment, musical equipment and instruments, etc. in the Husband's possession and/or under his direct control shall remain and be his sole and separate property and specifically as follows:
 - a. The husband retains the proceeds from the sale of the Honda motorcycle. He keeps his tool chests, John Deere riding lawnmower, generator, and guns in his possession. Any dispute regarding the other items is reserved for further mediation or arbitration if necessary.
 - b. Unless otherwise, each party is awarded any property acquired after the date of separation.
5. Insurance policies insuring his life, including the right to designate a beneficiary on said policies (if applicable), except as agreed to in 1(b) above.
6. The automobile(s) currently in his possession. If applicable, the Husband shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Wife harmless thereon. Each party shall cooperate in signing over title, loan payments, refinancing etc. or anything else that is necessary to transfer that automobile into her individual and separate property holding. Except as follows:


Husband Initial


Wife Initial

Exhibit H
Property Awarded to the Husband
Debts to be Paid by the Husband

- a. The tractor and box scraper shall be sold in a commercially reasonable manner with the written approval of both parties. The husband shall receive the first \$6,000 from the sale and the balance of the proceeds from the sale shall be divided 50/50 between the parties.
7. There are no known assets which have not been divided by the parties prior to the date of this decree or by this Decree. (Asset accounts disclosed and negotiated for purpose of this decree are indicated below). Any assets owned, disguised, or hidden, by the parties on the date of the Decree which either party has failed to disclose shall be divided 60% to the discovery party and 40% to the party concealing the asset. If either party has concealed an asset, he or she shall pay any reasonable costs, including but not limited to reasonable fees, credit repair and any other costs incurred by the discovery parties.
- a. Columbia Bank Account XXXXXX8923
- b. Robinhood Account XXXXX6261
- c. M&T Mortgage XXXXXX7702
- d. Military pension and VA disability

Debts to be Paid by the Husband

1. Husband shall pay to the wife a lump sum of \$50,000 in the form of promissory note secured by a deed of trust, to wife for her interest in the real property described in 3.
2. Except as specified herein, each party shall pay any and all obligations due on any assets received by that party and each party shall indemnify and hold the other party harmless from any debt assumed herein.
3. Any and all debts incurred after the date of separation, unless otherwise stated herein.
4. Any debt or obligation, not specifically awarded herein, incurred by either party, aside from medical debt incurred during the marriage, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.

DS
[Signature]
Husband Initial

DS
[Signature]
Wife Initial

Exhibit H
Property Awarded to the Husband
Debts to be Paid by the Husband

5. Husband shall continue paying for and not shut off, or in any other way alter wife's cellphone and coverage until 15 days after wife has received the money for buyout of the real property.
6. Husband shall pay all fees owing on the storage unit through the month of February, 2021. Husband shall provide information regarding location and access, shall ensure access, and shall do nothing to harm or damage the wife's property. The husband shall take photographs of the contents of the storage unit and provide them to the wife's attorney within 14 days of today's date. No later than February 28, 2021, wife shall take responsibility for the storage unit. If the wife believes property not included in the storage unit is hers, division of personal property wife believes she is still missing shall be handled in binding arbitration with Ken Evans.
7. Any and all encumbrances on property awarded herein, including taxes, maintenance and mortgage insurance.

Other Provisions

1. Any disputes related to the execution of real estate ownership, and transfer of ownership, and the carrying out of the provisions herein, shall be first resolved by attempting mediation with a professional mediator. The moving party shall select three professional mediators, and the non-moving party may strike two. Each party shall pay 50% of the expenses. If the non-moving party fails to comply with the decree of dissolution and fails to engage in the dispute resolution process (fails to attend mediation) the moving party shall submit the dispute to arbitration for binding arbitration. Each party shall pay 50% of the expenses in binding arbitration unless one party is determined to have frustrated the dispute resolution process or has acted in bad faith in causing delays.
2. Signature of Documents: The parties shall sign any documents necessary to carry out the terms of this Decree of Dissolution.


Husband Initial


Wife Initial

Exhibit H
Property Awarded to the Husband
Debts to be Paid by the Husband

3. Undisclosed Debts: Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.
4. Undisclosed Assets: There are no known assets which have not been divided by the parties prior to the date of this decree or by this Decree. Any assets owned by the parties on the date of the Decree which either party has failed to disclose shall be divided 60% to the discovery party and 40% to the party concealing the asset. If either party has concealed an asset, he or she shall pay any reasonable costs, including but not limited to reasonable attorney's fees, credit repair and any other costs incurred by the discovery parties.
5. Revocation of Estate Documents (Wills, Power of Attorney, Other Instruments). All previous instruments executed including but not limited to: Last Will and Testament, Power of Attorney, community property agreements not otherwise reaffirmed in this Decree, other instruments denoting beneficiaries are revoked.
6. ~~The parties stipulate and agree that the wife's relocation to Bow, WA is granted.~~
7. Federal Income Tax: In the event that any prior income tax returns of the parties should be audited during any year during the marriage, and additional tax, penalties or interest is deemed to be owed, the amounts shall be paid equally by the parties.
8. The parties intend that the property and debt division in this Decree will result in no recognition of taxable gain or loss to the other party.

DS
Husband Initial

DS
MS
Wife Initial

Exhibit H
Property Awarded to the Husband
Debts to be Paid by the Husband