

5

FILED
SUPERIOR COURT
THURSTON COUNTY, WA

2016 APR 11 AM 10:22

Linda Myhre Enlow
Thurston County Clerk

14-3-00778-8
DCD
Decree of Dissolution
189201



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Superior Court of Washington
County of THURSTON

<p>In re the Marriage of:</p> <p>ANNETTE MARIE ROTH Petitioner,</p> <p>and</p> <p>STEPHEN KEITH HICKS Respondent.</p>	<p>No. 14-3-00778-8</p> <p>Decree of Dissolution (DCD)</p> <p>(Marriage)</p>
---	--

I. Judgment Summaries

1.1 Real Property Judgment Summary:

Real Property Judgment Summary is set forth below:

Name of Grantor: *Annette Roth*

Name of Grantee: *Stephen Hicks*

S

Assessor's property tax parcel or account number: 4421-01-02700

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

LOT 27, BLOCK 1 OF DESCHUTES VILLAGE, DIVISION 1, AS PER FLAT RECORDED IN VOLUME 14 OF PLATS, PAGE 57, RECORDS OF THURSTON COUNTY AUDITOR; SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.



1 **1.2 Money Judgment Summary:** *n/a*

2 Judgment Summary is set forth below:

- 3 A. Judgment Creditor Annette Roth
- 4 B. Judgment Debtor Stephen Hicks
- 5 C. Principal judgment amount \$
- 6 D. Interest to date of Judgment \$
- 7 E. Attorney fees \$
- 8 F. Costs \$
- 9 G. Other recovery amount \$
- 10 H. Principal judgment shall bear interest at 12% per annum
- 11 I. Attorney fees, costs and other recovery amounts shall bear interest at 12% per annum
- 12 J. Attorney for Judgment Creditor J. Anne Redford-Hall
- 13 K. Attorney for Judgment Debtor N/A
- 14 L. Other:

10 **End of Summaries**

11 **II. Basis**

12 Findings of Fact and Conclusions of Law have been entered in this case.

13 **III. Decree**

14 **It is decreed** that:

15 **3.1 Status of the Marriage**

16 The marriage of the parties is dissolved.

17 **3.2 Property to be Awarded the Petitioner**

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

- 19 1. The vehicle in her possession;
- 20 2. ~~50% of the net proceeds from the sale of the family home located at 16530 Village Drive~~ *9/20/11*
- 21 ~~SE, Rainier, WA 98576;~~
- 22 3. Any and all personal property in her possession unless otherwise specified herein;
- 23 4. Any and all other rights by virtue of her past or future employment, including any and all retirement accounts, except as otherwise specifically described herein;
- 24 5. Any and all bank accounts, credit union accounts, savings and loan accounts or other depositories where the account is in her name, except as otherwise specifically described herein;
- 25 6. All stocks, bonds, mutual funds, certificates of deposit, notes or other negotiable instruments in her name, except as otherwise specifically described herein.

1 **3.3 Property to be Awarded to the Respondent**

2 The respondent is awarded as separate property the following property (list real estate,
3 furniture, vehicles, pensions, insurance, bank accounts, etc.):

- 4 1. The vehicle in his possession;
- 5 2. *The family home located at 16530 Village Drive SE, Rainier, WA 98576; along with all of the associated debt;*
- 6 3. Any and all personal property in his possession unless otherwise specified herein;
- 7 4. Any and all other rights by virtue of his past or future employment, including any and
8 all retirement accounts, except as otherwise specifically described herein;
- 9 5. Any and all bank accounts, credit union accounts, savings and loan accounts or other
depositories where the account is in his name, except as otherwise specifically
described herein;
- 6. All stocks, bonds, mutual funds, certificates of deposit, notes or other negotiable
instruments in his name, except as otherwise specifically described herein.

10 **3.4 Liabilities to be Paid by the Petitioner**

11 The petitioner shall pay the following community or separate liabilities:

- 12 1. Balance owing, if any, on the vehicle in her possession;
- 13 2. Balance owing, if any, on the American Express Credit Card;
- 14 3. The entirety of any personal debt in her name solely, including but not limited to credit
card accounts, lines of credit, promissory notes, or other personal debts, except as
15 otherwise specifically described herein;
- 16 4. The entirety of any other debt associated with any property she is awarded, except as
otherwise specifically described herein;
- 17 5. All debts and liabilities incurred by her after the date of separation, except as otherwise
specifically described herein;
- 18 6. Any and all debts in her name solely, except as otherwise specifically described herein.

19 Other: *Unless otherwise provided herein, the Petitioner shall
pay all liabilities incurred by the Petitioner since
the date of separation.*

20 ~~The family homes shall be immediately listed for sale by an agent chosen by the Wife, who
will be responsible for conducting the sale with the agent chosen.~~

21 ~~The mortgage on the family home shall be paid by the rental income received on that
property. Any rental payments shall be provided to, and processed by the Wife, who will
ensure that the payment of the mortgage is made every month. The Wife will contact
current renters to make this arrangement immediately.~~

22 ~~The Husband shall maintain the premises in good order for viewing by potential buyers
and will cooperate fully with the sales process.~~

23 ~~Unless otherwise provided herein, the petitioner shall pay all liabilities incurred by the
petitioner since the date of separation.~~

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

3.5 Liabilities to be Paid by the Respondent

The respondent shall pay the following community or separate liabilities:

1. Balance owing, if any, on the vehicle in his possession;
2. The entirety of any personal debt in his name solely, including but not limited to credit card accounts, lines of credit, promissory notes, or other personal debts, except as otherwise specifically described herein;
3. The entirety of any other debt associated with any property he is awarded, except as otherwise specifically described herein;
4. All debts and liabilities incurred by him after the date of separation, except as otherwise specifically described herein;
5. Any and all debts in his name solely, except as otherwise specifically described herein.

6. All debt owing and associated with the Village Drive property in Rainier

~~The family homes shall be immediately listed for sale by an agent chosen by the Wife, who will be responsible for conducting the sale with the agent chosen.~~

~~The mortgage on the family home shall be paid by the rental income received on that property. Any rental payments shall be processed by the Wife, who will ensure that the payment of the mortgage is made every month. The Wife will contact current renters to make this arrangement immediately.~~

~~The Husband shall maintain the premises in good order for viewing by potential buyers and will cooperate fully with the sales process.~~

Order:
Unless otherwise provided herein, the respondent shall pay all liabilities incurred by the respondent 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.

3.7 Maintenance

Does not apply.

3.8 Restraining Order

No temporary restraining orders have been entered under this cause number.

3.9 Protection Order Does not apply.

1 **3.10 Jurisdiction Over the Children**

2 The court has jurisdiction over the children as set forth in the Findings of Fact and
3 Conclusions of Law.

4 **3.11 Parenting Plan**

5 The parties shall comply with the Parenting Plan signed by the court on this date. The
6 Parenting Plan signed by the court is approved and incorporated as part of this decree.

7 **3.12 Child Support**

8 Child support shall be paid in accordance with the order of child support signed by the
9 court on this date. This order is incorporated as part of this decree.

10 **3.13 Attorney Fees, Other Professional Fees and Costs**

11 Does not apply.

12 **3.14 Name Changes**

13 Does not apply.

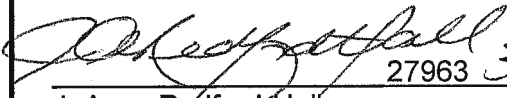
14 **3.15 Other - N/A**

15 Dated: 4/11/16

16 
17 **Judge/Commissioner**
18 **Christine Schaller**

19 Petitioner or petitioner's lawyer:
20 A signature below is actual notice of this
21 order.
22 Presented by:

23 Respondent or respondent's lawyer:
24 A signature below is actual notice of this
25 order.
Approved for entry:
Notice for presentation waived:

26 
27 27963 3-23-16
28 J. Anne Redford-Hall Date
29 Signature of Petitioner or Lawyer/WSBA No.

30 FTA Pro Se
31 Stephen Hicks Date
32 Signature of Respondent or Lawyer/WSBA No.