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7 IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

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9 In Re the Marriage of

10 JEFFREY W. DEAN,

11 Petitioner,

12 and

13 VIRGINIA W. DEAN,

14 Respondent

NO. 82-3-08452-5

PETITION FOR DISSOLUTION  
OF MARRIAGE

15  
16 Petitioner states:

17 I.

18 RESIDENCE

19 1.1 The last known residence of the petitioner is: 9951 Lake  
20 Washington Blvd. N.E., No. 208, Bellevue, Washington, 98004.

21 1.2 The last known residence of the respondent is: 9032 NE  
22 132nd Place, Kirkland, Washington, 98033.

23 II.

24 MARRIAGE

25 2.1 The date of this marriage was November 29, 1963.

26 2.2 The place of this marriage was Seattle, Washington, and the  
27 place of registration was King County.

28 2.3 The parties were permanently separated on May 1, 1982.

29 III.

30 BASIS

31 The marriage of the parties is irretrievably broken.

32 . . .  
PETITION FOR DISSOLUTION  
OF MARRIAGE - 1

LAW OFFICES OF  
CULP, DWYER, GUTERSON & GRADER  
27th FLOOR, ONE UNION SQUARE  
SEATTLE, WASHINGTON 98101-3143  
(206) 624-7141

the parties' marital Settlement Agreement regarding the distribution of their separate and community property and obligations <sup>will be</sup> filed ~~herewith~~ <sup>hereafter.</sup> *BW*

V.

CHILDREN

5.1 The parties have children by this marriage, as follows:  
David W. Dean, age 18 and Brett W. Dean, age 17.

5.2 Joint custody should be awarded to husband and wife of the dependent child, Brett W. Dean, with physical custody granted to the wife and liberal access and rights of visitation to be awarded to the husband.

5.3 Husband should pay to wife child support as follows: \$500 per month until he is 18 or sooner emancipated.

5.4 Husband should be awarded the children as IRS dependency exemptions each year, as long as the support obligations are current and paid in full, and as long as husband's child support and other payments on behalf of the children constitute 50% or more of the children's expenses.

VI.

RELIEF SOUGHT

The Court is requested to grant the following relief:

A. Enter a Decree of Dissolution;

B. Dispose of the parties' property and liabilities as set forth herein;

C. Provide for the custody, visitation, and support of the children as set forth above;

. . .  
. . .  
. . .  
. . .

1 D. Order any other just and equitable relief.

2 DATED this 17th day of <sup>September</sup> ~~June~~ 1982.

3 CULP, DWYER, GUTERSON & GRADER

4 *Charles S. Burdell, Jr.*  
5 BY *Brian F. Wolf, Partner*

6 Charles S. Burdell, Jr.

7 Attorneys for Petitioner and Respondent

8 STATE OF WASHINGTON )  
9 ) ss.  
10 COUNTY OF KING )

11 JEFFREY W. DEAN, being first duly sworn upon oath deposes and  
12 says: I am the petitioner in the above-entitled action; I have read  
13 the foregoing Petition for Dissolution of Marriage, know the con-  
14 tents thereof and believe the same to be true.

15 *Jeffrey W. Dean*  
16 \_\_\_\_\_  
17 JEFFREY W. DEAN

18 SUBSCRIBED AND SWORN to before me this 17th day of September  
19 \_\_\_\_\_, 1982.

20 *Michelle Marie Mkrich*  
21 \_\_\_\_\_  
22 NOTARY PUBLIC in and for the State of  
23 Washington, residing at Seattle

24 STATE OF WASHINGTON )  
25 ) ss.  
26 COUNTY OF KING )

27 VIRGINIA W. DEAN, being first duly sworn upon oath deposes and  
28 says: I am the respondent above-named action; I have received a  
29 copy of the Petition for Dissolution of Marriage in this matter; I  
30 have read the same, know the contents thereof, believes the same to  
31 be true and join in requesting the relief sought therein.

32 *Virginia W. Dean*  
\_\_\_\_\_  
VIRGINIA W. DEAN

SUBSCRIBED AND SWORN to before me this 15 day of September  
\_\_\_\_\_, 1982.

*George T. H. [Signature]*  
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NOTARY PUBLIC in and for the State of  
Washington, residing at Kirkland

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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

In Re the Marriage of )  
JEFFREY W. DEAN, )  
Petitioner, )  
and )  
VIRGINIA W. DEAN, )  
Respondent. )

NO. 82-3-08452-6  
MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into between Jeffrey W. Dean ("petitioner") and Virginia W. Dean ("respondent"), to be effective on the date of completed execution and acknowledgment.

1. Background and Purpose.

1.1 Marriage. The parties were married on November 29, 1963, at Seattle, Washington. They have been residents of King County for more than 19 years.

1.2 Children. Two children ("the Children") were born of this marriage:

<u>Name</u>	<u>Birthdate</u>	<u>Age</u>
David W. Dean	June 4, 1964	18
Brett W. Dean	May 25, 1965	17

1.3 Separation. Differences have arisen in the marital life of the parties; as a result, they have lived separate and apart since May 1, 1982. The parties agree that their marriage is irretrievably broken.

1.4 Divorce Proceeding. A petition for dissolution of marriage under the above cause number is filed herewith in King County.

1           1.5 Pregnancy. The respondent is not pregnant.

2           1.6 Representation. The petitioner is represented by  
3 Barry E. Wolf, of the law firm of Culp, Dwyer, Guterson & Grader, of  
4 Seattle, Washington. Each party warrants to the other that he/she  
5 has been represented by counsel of his/her own choosing, or has had  
6 the opportunity to have this agreement reviewed by independent coun-  
7 sel. The parties have read this agreement and have had it fully  
8 explained to them.

9           1.7 Complete Settlement. The parties are desirous of  
10 reaching an amicable settlement with respect to all issues before  
11 this Court, including child custody, support, and visitation; a divi-  
12 sion of their assets; and an allocation of responsibility for  
13 payment of their debts. It is the intention of the parties that a  
14 decree of dissolution, if obtained, incorporate the terms and con-  
15 ditions of this agreement.

16           1.8 Consideration. Consideration for this agreement are  
17 the mutual promises contained herein, the sufficiency of which is  
18 hereby acknowledged.

19           1.9 Modification or Waiver. No modification or waiver of  
20 any of the terms of this agreement shall be valid unless it is in  
21 writing, executed with the same formality of this agreement and  
22 filed with the King County Superior Court Clerk. Further,  
23 no waiver of any breach or default hereunder shall be deemed a  
24 waiver of any subsequent breach or default of the same or similar  
25 nature, no matter how made or how often reoccurring. In the event  
26 that any portion of the agreement shall be declared invalid by any  
27 court of competent jurisdiction, those parts not at issue shall  
28 still be of full force and effect.

29           2. Assets and Liabilities.

30           2.1 Undisclosed Assets and Gifts. Each party warrants to  
31 the other that each has made a full disclosure of all property in  
32 which he or she has an interest, either community or separate; that

2 that divided in paragraphs 2.3 and 2.4; and, that each person has  
3 not made, without the other's knowledge or consent, any gift or  
4 other disposition of any asset, or interest in any asset, whether  
5 community or separate.

6       2.2 Warranty Against Additional Liabilities. Each party  
7 warrants to the other that he/she has made a full disclosure of the  
8 liabilities owed by either or both parties, or the community; that  
9 all of the liabilities owed by either or both parties, or the com-  
10 munity are allocated in paragraphs 2.5 and 2.6; and, that he or she  
11 has not incurred any other liability or obligation which either

12           a. may be an obligation in which the other party is  
13 or may become personally liable, or

14           b. may be an obligation that could be enforced  
15 against an asset held, or to be received under t s agreement by,  
16 the other party.

17       2.3 Division of Community Assets. The community assets  
18 owned by the parties are divided and apportioned as follows, as the  
19 sole and separate property of the respective party, free of any  
20 interests of the other party except as set forth below:

21           a. To Petitioner.

- 22           (1) Tools valued at (approx \$2,500);  
23           (2) Sole ownership rights and stock in business;  
24           (3) 1973 Jaguar.  
25           (4) NY Life Ins. Policy No. 37327151  
26           (5) The sum of Twenty-Seven Thousand Five  
27           Hundred and 00/100 (\$27,500.00), payable by  
28           Respondent to Petitioner in accordance with  
29           the terms of the Promissory Note attached  
30           hereto as Exhibit A, which Promissory Note  
31           shall be secured by a Deed of Trust in the  
32           form attached hereto as Exhibit B.

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b. To Respondent.

(1) The family home commonly known as 9032 Northeast 132nd Place, Kirkland, Washington, and legally described on Exhibit B attached hereto. Petitioner will sign a quit claim deed to the respondent transferring his entire interest in the aforesaid home to her. Upon entry of a decree of dissolution which incorporates the terms of this Agreement, Petitioner shall deliver said deed to Respondent upon Respondent's execution and delivery to Petitioner of the Promissory Note and Deed of Trust described in paragraph 2.3 a(5) above. Respondent will assume and hold the Petitioner harmless from payment of, the mortgage payments in the approximate amount of \$250 per month to Continental Incorporated;

(2) Jewelry;

(3) China and silver;

(4) 1973 Chevrolet van;

(5) Any and all funds now deposited with Eastside Electronic Credit Union Account Number 197369;

(6) Any and all furniture, furnishings, appliances, accessories and other personalty currently in her possession and control.

2.4 Employment Benefits. Each party is awarded those rights and benefits derived as a result of his/her past or present employment, union affiliation, military service, United States or other citizenship and/or residency within a state, all of which include, but are not limited to various forms of insurance, rights

2 disability payments, retirement benefits and grants, interests in  
3 health and profit-sharing plans, and all other legislated, contrac-  
4 tual and/or donated benefits, whether vested or nonvested and/or  
5 directly or indirectly derived through the activity of that specific  
6 party; provided, however, that said benefit or benefits have not  
7 otherwise been specifically awarded herein.

8           2.5 Allocation of Community Liabilities. The community  
9 liabilities of the parties are allocated as follows:

10           a. To Petitioner.

- 11                   (1) Charge cards: Mastercharge, The Bon, Sears,  
12                               Frederick & Nelson, Shell, Texaco;  
13                   (2) Amounts due Internal Revenue Service as  
14                               described in paragraph 2.6 below;  
15                   (3) Amounts, if any, due S. Savidge.

16           b. To Respondent:

- 17                   (1) Charge Cards: Nordstrom, Penney's, Neiman  
18                               Marcus.

19           2.6 Allocation of Separate Liabilities. The separate  
20 liabilities of the parties are allocated as follows: each party  
21 shall be responsible for all debts incurred by him or her since the  
22 date of separation and shall indemnify and hold harmless the other  
23 party from any such liabilities. Respondent understands that the  
24 Internal Revenue Service ("IRS") has filed a tax lien against  
25 Petitioner and that the lien has attached to the real estate  
26 described in Exhibit B hereto and the improvements thereon.  
27 Petitioner is negotiating with the IRS to compromise the amount of  
28 taxes to be paid and to remove the tax lien from said real property,  
29 but agreement has not yet been reached. Without limiting the  
30 generality of the first sentence of this paragraph 2.6, Petitioner  
31 shall indemnify and hold respondent harmless of and from said lien.  
32

...



1 child support obligations are current and paid in full and as long  
2 as his child support and other payments on behalf of the Children  
3 constituted 50% or more of the Children's expenses.

4       3.6 Life Insurance. Petitioner will maintain the  
5 Children as beneficiaries on New York Life Insurance Policy No.  
6 37327151 until Brett W. Dean reaches the age of 22 years, and said  
7 policy shall not be further encumbered by Petitioner.

8       4. General Provisions.

9       4.1 Further Documentation. Each party shall execute such  
10 other and further documents and instruments necessary to complete  
11 and effectively carry out the terms of this agreement. If either  
12 spouse refuses to execute any necessary document after ten (10)  
13 days' written notice, such spouse thereby irrevocably appoints the  
14 other spouse as attorney-in-fact with full authority to so execute.  
15 The parties authorize either of their attorneys to attach to this  
16 agreement exhibits setting forth the legal descriptions of their  
17 real property.

18       4.2 Entire Agreement and Enforcement. This agreement is  
19 final and binding and contains the full and complete agreement bet-  
20 ween the parties concerning the distribution of their property and  
21 liability, child custody, support and visitation and maintenance.  
22 No inducements or promises of any kind or nature have been made or  
23 extended from either of the parties to the other to induce the exe-  
24 cution of this agreement.

25       4.3 Heirs and Successors. This agreement is binding on,  
26 and shall inure to the benefit of, the parties and their personal  
27 representatives, heirs, assigns and successors.

28       4.4 Attorneys' Fees in Event of Breach. In the event of a  
29 breach of this agreement, the breaching party shall pay to the non-  
30 breaching party, in addition to usual remedies allowed by law, all  
31 reasonable costs and attorneys' fees incurred by the non-breaching  
32 party in connection with such breach.



ment, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 17th day of December, 1982.

Darryl E. Wolf  
Notary Public in and for the State of Washington, residing at Bellvue

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PROMISSORY NOTE

\$ 27,500.00

\_\_\_\_\_, 198\_\_.

FOR VALUE RECEIVED, the undersigned Virginia W. Dean promises to pay to Jeffrey W. Dean, or order, the principal sum of Twenty-Seven Thousand Five Hundred and 00/100 Dollars (\$27,500.00), without interest. Payment of this Promissory Note is secured by a Deed of Trust on certain real estate ("the Real Estate") in King County, Washington. The principal sum shall be paid upon the earlier of

1. The sale of the Real Estate, or
2. The later of
  - a. Two (2) years from the date above written, or
  - b. The removal of the Internal Revenue Service tax lien on the Real Estate.

Payment shall be made in lawful money of the United States of America at 14810 Northeast 31st Circle, Redmond, Washington 98052, or at such other place as the holder of this Promissory Note may from time-to-time designate in writing.

Time is of the essence hereof. If any of said installments of principal or interest are not so paid, all principal and interest shall become immediately due and payable at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay all of the holder's reasonable attorney's fees and collection expenses and costs, even though no suit or action is filed thereon; however, if a suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

Payment of this Promissory Note is secured by a Deed of Trust on certain real estate, and the improvements thereon, in King County, Washington.

\_\_\_\_\_  
VIRGINIA W. DEAN

Filed for Record at Request of

Name .....

Address .....

City and State .....

PNTI File No.

**DEED OF TRUST**

THIS DEED OF TRUST, made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

between Virginia W. Dean, an unmarried woman \_\_\_\_\_ Grantor,

whose address is 9032 Northeast 132nd Place, Kirkland, WA 98033

PIONEER NATIONAL TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is

and Jeffrey W. Dean, an married man,

Beneficiary whose address is 14810 Northeast 31st Circle, Redmond, WA 98052

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real

property in KING County, Washington:

Lot 16 of Eldorado North as per plat recorded in  
Volume 86 of Plats, page 97, records of King  
County, Washington

SUBJECT TO: Easements, encumbrances and restrictions  
of record.

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of **Twenty-Seven Thousand Five Hundred**

~~\_\_\_\_\_ Dollars (\$ 27,500.00 )~~ Dollars (\$ 27,500.00 ) with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances, including the \_\_\_\_\_