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FILED

MAR 27 2019

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

**Superior Court of Washington
County of SPOKANE**

In re the Marriage of:

SIRINYA SURINA

Petitioner,

And

AARON MICHAEL SURINA

Respondent.

No. 17-3-01817-0

**Motion and Declaration for
an Order to Immediately
Convey Real Estate**

I. Motion

Petitioner, Sirinya Surina by and through her attorney, Keith A. Glanzer moves the court for an order to convey the family residence located at 1616 S. Rocky Ridge Drive, Spokane Valley, Washington 99212 which is subject to this litigation and by way of clarification of its January 3, 2019 Order specifically authorizing Petitioner, Sirinya Surina as the sole member of the marital community to execute all documents related to said conveyance on behalf of the community, including but not limited to the following:

1. Settlement Statement
2. Closing Disclosure
3. Authorization of Proceed
4. Escrow Closing Instructions
5. Disclosure to the Parties Under APR 12
6. Statutory Warranty Deed
7. Excise Tax Affidavit

In re Marriage of Surina
Motion and Declaration to Convey Real Estate
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KEITH A. GLANZER, P.S.

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8. Payoff Authorization for all loans on title
9. Supplemental Escrow Instructions for Utilities
10. Disclosure of Title Report
11. Exhibit A
12. 1099/Certification of Reporting
13. FIRPTA

This motion is based on the declaration of Petitioner below, and the records and files herein.

Dated: 3-27-19


KEITH A. GLANZER, WSBA No. 20424
Attorney for Petitioner

II. Declaration

Sirinya Surina declares:

1. The January 3, 2019 order by the court at page 4; paragraph 3.4 states:
"Petitioner shall be appointed as the sole decision maker for the community with regard to the sale of the family residence without interference by the Respondent. Petitioner is hereby authorized to execute any and all documents required to effectuate the sale of the family residence"
2. Spokane County Title Company determined the language in the order was not specific enough to issue title insurance without Aaron's signature because the family residence is currently titled in his name only and I had signed a Quit Claim Deed when we were buying the house.
3. Aaron refused to sign the Purchase & Sale Agreement until Carl and On Wilson dropped their Deed of Trust, which was securing the loan, I received from them to defend myself against Aaron. Carl and On Wilson removed their Deed of Trust from the property to allow the sale to move forward.
4. Steven Gustafson is the closing attorney. Aaron's signature is required on the closing statement for the Title Insurance to remain in effect unless the court

clarifies its order to allow me to be the sole member of the marital community to sign all the closing documents noted above.

5. Aaron hired Roger Coombs to advise him about the real estate issues. Mr. Coombs drafted a Warranty Deed that was accepted by Spokane County Title company. Mr. Coombs agreed to attend the closing conference with Aaron on Friday, March 22, 2019. Aaron did not attend the closing conference and Mr. Coombs is no longer representing Aaron.
6. Aaron did not agree to the \$4,000.00 judgment for attorney fees and sanctions awarded to me when Aaron attempted to enforce a foreign dissolution of marriage in Spokane County Superior Court. He obtained the Thailand legal documents when he traveled to Thailand to get it. He told me since he had appealed the judge's ruling, the \$4,000.00 judgment shouldn't be shown on the closing statement but merely deposited into my attorney, Mr. Glanzer's trust for further adjudication by the court. Mr. Glanzer agreed to move the \$4,000.00 into the general monies the court ordered into his trust and take it up later.
7. Aaron agreed to sign the closing documents on Monday afternoon with his attorney, Mr. Coombs present. However, he still refuses to sign the closing documents.
8. Mr. Coombs requested, and everyone agreed to an extension of the Purchase and Sale Agreement to Tuesday, March 26, 2019. The extension expires at 9:00 p.m. March 26, 2019. We have more likely than not lost these buyers. However, it is possible to complete the sale if the closing statement is executed by Aaron or the court enters a more specific order allowing me to sign the closing statement on behalf of the martial community.
9. I have prepared to move from my residence. I have had to cancel my U-Haul trailer reservation twice due to Aaron 1st setting up and then canceling the closing conference. Aaron also took his name off the Avista account on 3-01-19. This

caused me to receive notice that Avista was going to shut off my utilities unless I paid \$300.00.

10. **Request** -- I ask the court to:

(a) Approve the judgment and orders I've requested

(b) Approve my request to enter an order specifically naming me as the exclusive member of the marital community to execute all documents to bind the marital community and to complete the sale of our family residence without interference by Aaron Surina. And to further order that Aaron Surina shall not contact any buyers or any of the various professional providers who provide services to accomplish the sale of the residence, which sale the court ordered in its Order on 8/10/2018. 10.

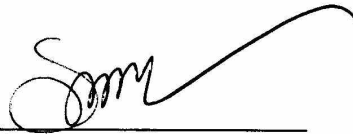
Money Judgement requested

I ask the court to approve a judgment ordering the other party to pay:

Judgment for	Debtor's name	Creditor's name	Amount	Interest
Lawyer fees and costs	Aaron Surina	Sirinya Surina	\$ 1,500.00	\$
Yearly Interest Rate for child support, medical support, and children's expenses: 12% . For other judgments: % (12% unless otherwise listed)				
Lawyer (name): Keith A. Glanzer represents: Sirinya Surina				
Lawyer (name): Richard Kuck represents: Aaron Surina				

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signed at Spokane, Washington, March 27, 2019



Sirinya Surina
Petitioner, Declarant