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Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Superior Court of Washington, County of Spokane

In re: Surina Marriage / *STATUTES VIOLATED*

Petitioner/s (person/s who started this case):

Sirinya Polari

No. 17-3-01817-0

Declaration of :

And Respondent/s (other party/parties):

Aaron Surina

Aaron Surina

(DCLR)

Declaration of

[Aaron Surina; Injured Father of 2]

1. I am 41 years old and I am the Petitioner and Father of David and Andrew Surina.
2. I declare there is a lot more going on in this case that is being concealed then what is being put
5. into the case as fact. Here are some more items that have significance with regards to motives, intent and fact checking.
3. Exhibit (-H1-H2) is a loan modification approval for a loan modification that I did not apply for. That is mortgage fraud. That is being done on my behalf with my identity to further the purposes of Opposing counsel and his client who is squatting on my property without paying a single dollar in 20 months stating that "I take care of the kids, you have to pay everything".

4. Mr. Glanzer is indeed demanding that she remain in the house and that I do not go onto my property that he dispossessed me of on August 14, 2017 using false testimony and sending me to live in the streets without my own residence, being the sole provider for my ex wife, and two young children for nearly 17 months. On top of that, he would manipulate the financial declarations which were submitted by Mr. Glanzer on my behalf (Can you believe what a well oiled machine this actually is?) and which forced me to pay maintenance in the amount of nearly 3,000.00. This maintenance would no longer use the term "maintenance", it's now called "Community expenses" even though there is no longer a community after August 14, 2017 by the court's own order.

5. The property was not community property and Mr. Glanzer was very aware of that fact. He even mentioned the quit claim in a declaration in another proceeding stating "Mr. Surina has no standing regarding the property, it's community property" except being 30 years lawyer, he chose to violate my rights intentionally causing a variety of damages from his actions.

2500.00 per month lost in rent for 20 months as of the date of typing this declaration is 50,000.00. I need Mr. Glanzer to accept a judgement and provide surety / insurance bond information so I can save my house. I need the house vacated immediately.

6. The Jan 3rd order was a total sham in the hearing. None of the facts were even discussed. It was a total smoke show and nobody bothered discussing the fact that the buyer appeared to be committing fraud in the application for mortgage approval. The approval letter from this great buyer was actually a denial letter stating that they found a mortgage and numerous accounts omitted from the application for the loan to secure my property. Naturally I had questions. This buyer had apparently been entertained regarding my house since December 5th according to Donna Henry's statement and the purchase agreement was being sent to me at 5pm on a Friday with a demand I had to agree and sign the house into contract in 4 hours or by

9pm that night with no business's open, no banks open and no way to fact check anything. I advised that I do not work under pressure like that because it leaves too many open doors for trouble. They omitted items on their mortgage application which in itself is considered mortgage fraud and is actively pursued with regards to obtaining funding fraudulently.

- 7.** Regardless, the fraud, or at least in part their approval letter implicated mortgage fraud or fraudulent filing of a mortgage loan application where they failed to provide all pertinent accounts when applying which included a mortgage and numerous other ACH accounts. This approval was given to me a week or two prior to the Jan 3rd, 2019 hearing which was scheduled 2 days prior on new years day. Apparently Mr. Glanzer does not even have to follow court rules or civil procedure so the due process clause is fiction if it frustrates his actions to take something from someone.

See Exhibit (-H3-) The buyers discussed in the hearing which notice was not sent out properly and where the rights to titled owner of the property were violated and redistributed to Mr. Glanzer who is not working for me or on my behalf. I do not waive any of my rights.

See Exhibit (-H4-) Declaration of Christine I. Gentilly RE: Realty games – Rights,

- 8.** In some of the closing documents that I was able to glance at while at another attorney's office trying to deal with Mr. Glanzer interfering and stopping any and all possible sales while knowing the house is going into default. He has threatened me with legal action if I meet an insurance adjuster at the property for inspection. There is nobody contributing to the house, which has caused the value of the house to now be around 310? And it hasn't sold?! That house is estimated between 377,000 and 405,000. The market is unreal and sellers are really doing well. Most properties are staying online about 24-48 hours if similar to my rocky ridge estate. There is a very high demand in that area. We had over 800 views in a work week last

week. That's a lot of interested people. We have had numerous people interested but forced to deal with Mr. Glanzer who tells the court Sirinya is exclusively executing documents in my name that I have liability with the effects they concern.

- 9.** See Exhibit (-H5-) A letter from the insurance commissioner investigating title and escrow issues causing by opposing counsel and the numerous decisions he's taken the liberty to make with regards to my property. Without rights to property, a man has no property. My property was stolen by the means of a well executed and planned ex parte attachment to a dissolution. I've never seen the inside of my house again, nor have I been able to enjoy any of the fruits of my labor due to this inhuman cruel and unusual punishment for Asking Carl Wilson to leave my house because he was there teaching my foreign in law's how to scam the government and was intentionally filling out the applications fraudulently.

- 10.** See Exhibit (-H6-) **Quality loan serving is the loan that is being listed as the first mortgage.** My lender told me it is not them. More fraud coming through the cracks. This letter appears to be sent to Keith Glanzer and Donna Henry. Until I glanced at the closing documents for the sale at the end of March which still have never been sent to me (Concealment is a red flag for fraud) while I was at Roger Coombs law office herman, herman and jollie, I noticed there was a totally different loan being listed as my loan. I have never used quality loan servicing, I have never spoken to them and it appeared that Mr. Glanzer seemed to know exactly who they are and that they went ahead and purchasing my loan. I never agreed to that. I never agreed to anybody signing anything without my consent.

11. I rely on the facts and statutes to state my claims regarding property, the protection of titled rights including the following:

RCW 26.16.010 **(First statute in chapter)_Seperate property of spouse**

RCW 26.16.200 Debts incurred before marriage or domestic partnership –Separate debts – Child support obligation – Liability.

RCW 26.16.150 – Rights of married persons or domestic partners in general

RCW 26.16.040 – Community realty subject to liens, execution.

RCW 26.16.095 – Purchaser of community real property protected by record title.

RCW 26.16.100 – Claim of spouse or domestic partner in community realty to be filed.

RCW 26.16.110 – Cloud on title –

RCW 26.16.120 – Agreements as to status.

(previous marital property settlement covered)

RCW 26.16.125 – Custody of children

RCW 26.16.050 – Conveyances between spouses or domestic Partners

RCW 26.16.030 – Community property defined – Management and Control

(Number any pages you attach to this Declaration. Page limits may apply.)

Date: 4/15/2019_____

Aaron Surina
Print name

Supplemental Declaration
RE: Property Rights
p. 9 of 9

his sole and separate property. This is trespass to chattel at it's elementary nature and government seizure for public purposes in other aspects. This property was justified to be sold after the court in Jan of 2018 denied my lawful right to rent t6he property to avoid losing it as well as allow me to obtain a residence.

16. I am asking the court for judgement regardless of form structure. The facts in this case are abhorrent and heinous. This is happening on a regular basis over title IV-D funding among other problems within our system. This is affecting a lot of children.

Thank you for listening.

(Number any pages you attach to this Declaration. Page limits may apply.)

I declare under penalty of perjury under the laws of the state of Washington that the facts I have provided on this form (and any attachments) are true. ☒ I have attached (number): 23_ pages.

Signed at Spokane, Washington _____ Date: 4/15/2019 _____



Aaron Surina _____

Sign here

Print name

Warning! Documents filed with the court are available for anyone to see unless they are sealed. Financial, medical, and confidential reports, as described in General Rule 22, **must** be sealed so they can only be seen by the court, the other party, and the lawyers in your case. Seal those documents by filing them separately, using a Sealed cover sheet (form FL All Family 011, 012, or 013). You may ask for an order to seal other documents

1+4

January 3, 2019

Declaration of Christine I. Surina

I am an (inactive) Washington State Real Estate Salesperson.

I have been active in Real Estate since 1982. My original licensing was in California, Los Angeles County. I moved to Northern California and was active until 1993. I moved to Washington where I obtained my Washington State License and worked until 2003 when I moved across the country to the State of Georgia and studied and obtained my Georgia State RE license which I retained until last year, 2018. I subsequently also obtained my license to practice in the State of Mississippi where I lived from 2007 through 2009.

I am writing this declaration for my son, Aaron M. Surina, regarding the potential sale of the residence involved in his divorce, located at 1616 Rocky Ridge Drive, Spokane, WA., listed by a Donna Henry, agent.

My son asked me to speak with Ms. Henry regarding an offer that had been received by her, so I spoke with Ms. Donna Henry regarding the potential 2 offer(s). I was advised of an offer from a purchaser(s) from California who had offered \$315,000.00 for the home with an estimated closing date of 01/09/2019. The offer included a Pre-Approval Letter from their lender. Ms. Henry stated they were also looking at another offer who said they would go higher, to \$315,500 [the offer referred to in this complaint/contempt order. This offer actually ended up being people who were unqualified, whom my son, Aaron, told Ms. Henry he would not sign the offer because they didn't qualify.

I advised Aaron to sign the first offer from California buyers. He advised Ms. Donna Henry he would sign that offer but she kept trying to move him to the offer with unqualified buyers. These buyers in fact, never did qualify but for \$210,000 with \$30,000 down. This sounds to me like someone who possibly was wanting to try and purchase the home for what is owed to the lender with enough to pay the Realtor, since the balance is I believe approximately \$222,000 +/- .

I am writing this more as a professional of 35 +/- years in the real estate industry. I have been very successful and won multiple awards as well as being among the top 5% of women in the United States top income earners, a multi-million salesperson for most all of my full-time career. It is true I am also the mother of the defendant in this petition, Aaron M. Surina, and grandmother to his two sons, David and Andrew Surina, whom the income and educational future of their father will determine their futures. Aaron is hoping if there is any equitable judgement at what has become a very long road of divorce, that his financial portion will help pay off his lawyers, his debts incurred while being basically homeless during the time since he was ordered to leave this residence with five (5) minutes to secure his necessary personal effects, clothes for work, toothbrush, shaver.

I respectfully submit this declaration with my signature.



Christine I. Surina

MIKE KREIDLER
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON



OFFICE OF
INSURANCE COMMISSIONER

Phone (360) 725-7000
www.insurance.wa.gov

405

April 03, 2019

CHICAGO TITLE INSURANCE COMPANY
601 Riverside Ave
Jacksonville FL 32204

OIC Case #: 1600850

**COPY FOR YOUR
INFORMATION**

Dear Paul Perez:

Enclosed is a copy of a complaint we received from Aaron Surina, regarding escrow and title issues.

Please review your policy and/or claim file and respond to the issues raised in the complaint. Your complete response should include:

- All documentation supporting your position. Do not send film, recordings, or your entire file.
- The name and NAIC number of the issuing company and the specific type of contract involved in this complaint. We'll use this verification to report complaint data to the NAIC.
- Whether the plan is a Qualified Health Plan purchased through the Washington Health Insurance Exchange, the plan name and applicable metal level.

Please be aware that your responses regarding the complaint are shared with the complainant. In addition, information provided to this office is subject to the state Public Records Act, RCW 42.56 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.56>). We cannot honor carrier requests for confidentiality, non-disclosure or destruction of records in our possession unless specifically allowed under the law.

WAC 284-30-360 and WAC 284-30-650 require you to provide a response within 15 business days of receiving this letter using the Commissioner's electronic company complaint response system. We expect your answer by **April 24, 2019**.

Sincerely,
Andy Swokowski
Compliance Analyst
Consumer Advocacy
1-800-562-6900

Enclosure

cc: Aaron Surina

Mailing Address: P.O. Box 40255 Olympia, WA 98504-0255
Street Address: 5000 Capitol Blvd. Tumwater, WA 98501
Email: cap@oic.wa.gov Fax: (360) 586-2018

#5



OFFICE of the
INSURANCE
COMMISSIONER
WASHINGTON STATE

What you need to know before you file a complaint

Claims delayed or denied? Policies cancelled? Stumped by confusing policy language? If you're not sure if we can help you, it is always a good idea to call us. We answer hundreds of insurance questions every day. When needed, we also contact companies about complaints. We'll review your issues, and if we can't help you, we'll point you in the right direction for further assistance. Call our toll-free Insurance Consumer Hotline at **1-800-562-6900**.

What we can do:

- Send your complaint to the insurance company and require them to provide an explanation for their actions.
- Send your complaint to the Washington Healthplanfinder and ask them to resolve your concerns.
- Review the company's response to make sure they followed Washington state laws and your policy.
- Tell the company to fix the problem if they didn't follow the laws or your policy.
- Try to find patterns of problems that may need further reviewing.
- Try to help fix your insurance problem or help you and the company communicate with one another.
- Help you understand your insurance policy.
- Recommend places you can go for help if we don't have the legal right to resolve it.

What we can't do:

- Act as your lawyer, give you legal advice or be your claims adjuster.
- Make medical judgments or determine if further treatment is necessary.
- Make liability decisions or determine who is at fault.
- Establish the facts surrounding a claim (for example: who is being truthful when there are differing accounts of what happened, or he said/she said situations).
- Determine the cause of loss, value of a claim, the amount owed to you, or act as your adjuster.
- Address issues we can't legally enforce.
- Require the Washington Healthplanfinder to comply with state insurance laws as it's not an insurance company regulated by our office.
- Tell a company to pay a claim, refund a premium, or reinstate or issue a policy (if they followed the law and your policy).

See our web page on *Other places to go for help* at: www.insurance.wa.gov/other-places-go-help/

Separate property of spouse.

Property and pecuniary rights owned by a spouse before marriage and that acquired by him or her afterwards by gift, bequest, devise, descent, or inheritance, with the rents, issues and profits thereof, shall not be subject to the debts or contracts of his or her spouse, and he or she may manage, lease, sell, convey, encumber or devise by will such property without his or her spouse joining in such management, alienation or encumbrance, as fully, and to the same extent or in the same manner as though he or she were unmarried.

[2008 c 6 § 602; Code 1881 § 2408; RRS § 6890. Prior: See Reviser's note below.]

NOTES:

Reviser's note: For prior laws dealing with this subject see Laws 1879 pp 77-81; 1873 pp 450-455; 1871 pp 67-74; 1869 pp 318-323.

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Construction: "The rule of common law that statutes in derogation thereof are to be strictly construed has no application to this chapter. This chapter establishes the law of the state respecting the subject to which it relates, and its provisions and all proceedings under it shall be liberally construed with a view to effect its object." [Code 1881 § 2417.]

"This chapter shall not be construed to operate retrospectively and any right established, accrued or accruing or in any thing done prior to the time this chapter goes into effect shall be governed by the law in force at the time such right was established or accrued." [Code 1881 § 2418.] This applies to RCW 26.16.010 through 26.16.040, 26.16.060, 26.16.120, 26.16.140 through 26.16.160, and 26.16.180 through 26.16.210.

Descent of separate real property: RCW 11.04.015.

Distribution of separate personal estate: RCW 11.04.015.

Rights of married persons or domestic partners in general: RCW 26.16.150.

Conveyances between spouses or domestic partners.

A spouse or domestic partner may give, grant, sell or convey directly to the other spouse or other domestic partner his or her community right, title, interest or estate in all or any portion of their community real property: And every deed made from one spouse to the other or one domestic partner to the other, shall operate to divest the real estate therein recited from any or every claim or demand as community property and shall vest the same in the grantee as separate property. The grantor in all such deeds, or the party releasing such community interest or estate shall sign, seal, execute and acknowledge the deed as a single person without the joinder therein of the married party or party to a state registered domestic partnership therein named as grantee: PROVIDED, HOWEVER, That the conveyances or transfers hereby authorized shall not affect any existing equity in favor of creditors of the grantor at the time of such transfer, gift or conveyance. AND PROVIDED FURTHER, That any deeds of gift conveyances or releases of community estate by or between spouses or between domestic partners heretofore made but in which both spouses or both domestic partners have not joined as grantors, said deeds, where made in good faith and without intent to hinder, delay or defraud creditors, shall be and the same are hereby fully legalized as valid and binding.

[2008 c 6 § 605; 1888 c 27 § 1; RRS § 10572.]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Validating—1888 c 27: "All powers of attorney heretofore made and executed by any married woman joined with her husband and duly acknowledged and certified and all powers of attorney heretofore made or executed by husband or wife to the other, authorizing the sale or other disposition of real estate, whether separate or community real estate duly acknowledged conformably with the previous sections, and all conveyances heretofore and hereafter executed under and by virtue of such powers of attorney and acknowledged and certified in the manner provided herein, shall be valid and binding; provided, that any rights vested in third persons shall not be affected by anything in this section contained." [1888 c 27 § 5.] This applies to RCW 26.16.050 and 26.16.070 through 26.16.090.

Acknowledgments: Chapter 64.08 RCW.

Burden of proof in transactions between spouses or domestic partners: RCW 26.16.210.

Community property defined—Management and control.

Property not acquired or owned, as prescribed in RCW 26.16.010 and 26.16.020, acquired after marriage or after registration of a state registered domestic partnership by either domestic partner or either husband or wife or both, is community property. Either spouse or either domestic partner, acting alone, may manage and control community property, with a like power of disposition as the acting spouse or domestic partner has over his or her separate property, except:

- (1) Neither person shall devise or bequeath by will more than one-half of the community property.
- (2) Neither person shall give community property without the express or implied consent of the other.
- (3) Neither person shall sell, convey, or encumber the community real property without the other spouse or other domestic partner joining in the execution of the deed or other instrument by which the real estate is sold, conveyed, or encumbered, and such deed or other instrument must be acknowledged by both spouses or both domestic partners.
- (4) Neither person shall purchase or contract to purchase community real property without the other spouse or other domestic partner joining in the transaction of purchase or in the execution of the contract to purchase.
- (5) Neither person shall create a security interest other than a purchase money security interest as defined in *RCW 62A.9-107 in, or sell, community household goods, furnishings, or appliances, or a community mobile home unless the other spouse or other domestic partner joins in executing the security agreement or bill of sale, if any.
- (6) Neither person shall acquire, purchase, sell, convey, or encumber the assets, including real estate, or the good will of a business where both spouses or both domestic partners participate in its management without the consent of the other: PROVIDED, That where only one spouse or one domestic partner participates in such management the participating spouse or participating domestic partner may, in the ordinary course of such business, acquire, purchase, sell, convey or encumber the assets, including real estate, or the good will of the business without the consent of the nonparticipating spouse or nonparticipating domestic partner.

[2008 c 6 § 604; 1981 c 304 § 1; 1972 ex.s. c 108 § 3; Code 1881 § 2409; RRS § 6892.]

NOTES:

***Reviser's note:** Article 62A.9 RCW was repealed in its entirety by 2000 c 250 § 9A-901, effective July 1, 2001. For later enactment, see Article 62A.9A RCW.

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Severability—1981 c 304: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1981 c 304 § 46.]

Community property—Homestead selection: RCW 6.13.020.

Descent and distribution of community property: RCW 11.04.015.

Quasi-community property defined: RCW 26.16.220.

Separate property of spouse.

Property and pecuniary rights owned by a spouse before marriage and that acquired by him or her afterwards by gift, bequest, devise, descent, or inheritance, with the rents, issues and profits thereof, shall not be subject to the debts or contracts of his or her spouse, and he or she may manage, lease, sell, convey, encumber or devise by will such property without his or her spouse joining in such management, alienation or encumbrance, as fully, and to the same extent or in the same manner as though he or she were unmarried.

[2008 c 6 § 602; Code 1881 § 2408; RRS § 6890. Prior: See Reviser's note below.]

NOTES:

Reviser's note: For prior laws dealing with this subject see Laws 1879 pp 77-81; 1873 pp 450-455; 1871 pp 67-74; 1869 pp 318-323.

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Construction: "The rule of common law that statutes in derogation thereof are to be strictly construed has no application to this chapter. This chapter establishes the law of the state respecting the subject to which it relates, and its provisions and all proceedings under it shall be liberally construed with a view to effect its object." [Code 1881 § 2417.]

"This chapter shall not be construed to operate retrospectively and any right established, accrued or accruing or in any thing done prior to the time this chapter goes into effect shall be governed by the law in force at the time such right was established or accrued." [Code 1881 § 2418.] This applies to RCW 26.16.010 through 26.16.040, 26.16.060, 26.16.120, 26.16.140 through 26.16.160, and 26.16.180 through 26.16.210.

Descent of separate real property: RCW 11.04.015.

Distribution of separate personal estate: RCW 11.04.015.

Rights of married persons or domestic partners in general: RCW 26.16.150.

Debts incurred before marriage or domestic partnership—Separate debts—Child support obligation—Liability.

Neither person in a marriage or state registered domestic partnership is liable for the debts or liabilities of the other incurred before marriage or state registered domestic partnership, nor for the separate debts of each other, nor is the rent or income of the separate property of either liable for the separate debts of the other: PROVIDED, That the earnings and accumulations of the spouse or domestic partner shall be available to the legal process of creditors for the satisfaction of debts incurred by such spouse or domestic partner prior to the marriage or the state registered domestic partnership. For the purpose of this section, neither person in the marriage or the state registered domestic partnership shall be construed to have any interest in the earnings of the other: PROVIDED FURTHER, That no separate debt, except a child support or maintenance obligation, may be the basis of a claim against the earnings and accumulations of either spouse or either domestic partner unless the same is reduced to judgment within three years of the marriage or the state registered domestic partnership of the parties. The obligation of a parent or stepparent to support a child may be collected out of the parent's or stepparent's separate property, the parent's or stepparent's earnings and accumulations, and the parent's or stepparent's share of community personal and real property. Funds in a community bank account which can be identified as the earnings of the nonobligated spouse or nonobligated domestic partner are exempt from satisfaction of the child support obligation of the debtor spouse or debtor domestic partner.

[2008 c 6 § 617; 1983 1st ex.s. c 41 § 2; 1969 ex.s. c 121 § 1; Code 1881 § 2405; 1873 p 452 § 10; RRS § 6905.]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Severability—1983 1st ex.s. c 41: See note following RCW 26.09.060.

Collection actions against community bank account: RCW 74.20A.120.

RCW 26.16.150

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Rights of married persons or domestic partners in general.

Every married person or domestic partner shall hereafter have the same right and liberty to acquire, hold, enjoy and dispose of every species of property, and to sue and be sued, as if he or she were unmarried or were not in a state registered domestic partnership.

[2008 c 6 § 614; Code 1881 § 2396; RRS § 6900.]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Separate property

of spouse: RCW 26.16.010.

of domestic partner: RCW 26.16.020.

RCW 26.16.210

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Burden of proof in transactions between spouses or domestic partners.

In every case, where any question arises as to the good faith of any transaction between spouses or between domestic partners, whether a transaction between them directly or by intervention of third person or persons, the burden of proof shall be upon the party asserting the good faith.

[2008 c 6 § 619; Code 1881 § 2397; RRS § 5828.]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

RCW 26.16.040

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Community realty subject to liens, execution.

Community real estate shall be subject to the liens of mechanics and others for labor and materials furnished in erecting structures and improvements thereon as provided by law in other cases, to liens of judgments recovered for community debts, and to sale on execution issued thereon.

[1972 ex.s. c 108 § 4; Code 1881 § 2410; RRS § 6893.]

NOTES:

Acknowledgments: Chapter 64.08 RCW.

Liens: Title 60 RCW.

RCW 26.16.095

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Purchaser of community real property protected by record title.

Whenever any person, married, in a state registered domestic partnership, or single, having in his or her name the legal title of record to any real estate, shall sell or dispose of the same to an actual bona fide purchaser, a deed of such real estate from the person holding such legal record title to such actual bona fide purchaser shall be sufficient to convey to, and vest in, such purchaser the full legal and equitable title to such real estate free and clear of any and all claims of any and all persons whatsoever, not appearing of record in the auditor's office of the county in which such real estate is situated.

[2008 c 6 § 610; 1891 c 151 § 1; RRS § 10577. Formerly RCW 64.04.080.] [SLC-RO-16]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Saving—1891 c 151: "In so far as this act affects married persons having already acquired and now holding real estate under existing laws, a period of three months from the date at which this act shall take effect is hereby allowed to such persons within which to comply with its provisions." [1891 c 151 § 4.] This applies to RCW 26.16.095 through 26.16.110.

Claim of spouse or domestic partner in community realty to be filed.

A spouse or domestic partner having an interest in real estate, by virtue of the marriage relation or state registered domestic partnership, the legal title of record to which real estate is or shall be held by the other, may protect such interest from sale or disposition by the other spouse or other domestic partner, as the case may be, in whose name the legal title is held, by causing to be filed and recorded in the auditor's office of the county in which such real estate is situated an instrument in writing setting forth that the person filing such instrument is the spouse or domestic partner, as the case may be, of the person holding the legal title to the real estate in question, describing such real estate and the claimant's interest therein; and when thus presented for record such instrument shall be filed and recorded by the auditor of the county in which such real estate is situated, in the same manner and with like effect as regards notice to all the world, as deeds of real estate are filed and recorded. And if either spouse or either domestic partner fails to cause such an instrument to be filed in the auditor's office in the county in which real estate is situated, the legal title to which is held by the other, within a period of ninety days from the date when such legal title has been made a matter of record, any actual bona fide purchaser of such real estate from the person in whose name the legal title stands of record, receiving a deed of such real estate from the person thus holding the legal title, shall be deemed and held to have received the full legal and equitable title to such real estate free and clear of all claim of the other spouse or other domestic partner.

[2008 c 6 § 611; 1891 c 151 § 2; RRS § 10578.] [SLC-RO-16]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Recording of real property by county auditor: Chapters 65.04 and 65.08 RCW.

RCW 26.16.110

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Cloud on title—Removal.

The instrument in writing provided for in RCW 26.16.100 shall be deemed to be a cloud upon the title of said real estate, and may be removed by the release of the party filing the same, or by any court having jurisdiction in the county where said real estate is situated, whenever it shall appear to said court that the real estate described in said instrument is the separate property of the person in whose name the title to the said real estate, or any part thereof, appears to be vested, from the conveyances on record in the office of the auditor of the county where said real estate is situated.

[1891 c 151 § 3; RRS § 10579.]

RCW 26.16.120

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Agreements as to status.

Nothing contained in any of the provisions of *this chapter or in any law of this state, shall prevent both spouses or both domestic partners from jointly entering into any agreement concerning the status or disposition of the whole or any portion of the community property, then owned by them or afterwards to be acquired, to take effect upon the death of either. But such agreement may be made at any time by both spouses or both domestic partners by the execution of an instrument in writing under their hands and seals, and to be witnessed, acknowledged and certified in the same manner as deeds to real estate are required to be, under the laws of the state, and the same may at any time thereafter be altered or amended in the same manner. Such agreement shall not derogate from the right of creditors; nor be construed to curtail the powers of the superior court to set aside or cancel such agreement for fraud or under some other recognized head of equity jurisdiction, at the suit of either party; nor prevent the application of laws governing the community property and inheritance rights of slayers or abusers under chapter 11.84 RCW.

[2009 c 525 § 18; 2008 c 6 § 612; 1998 c 292 § 505; Code 1881 § 2416; RRS § 6894.]

NOTES:

***Reviser's note:** "this chapter", which is Code 1881, chapter CLXXXIII, is codified as RCW 26.16.010 through 26.16.040, 26.16.060, 26.16.120, 26.16.140 through 26.16.160, and 26.16.180 through 26.16.210.

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.

Application—Conflict with federal requirements—1998 c 292: See notes following RCW 41.04.273.

Effective dates—1998 c 292: See RCW 11.11.903.

Acknowledgments: Chapter 64.08 RCW.

Descent and distribution of community property: RCW 11.04.015.

Private seals abolished: RCW 64.04.090.

RCW 26.16.125

H7

Custody of children.

Henceforth the rights and responsibilities of the parents in the absence of misconduct shall be equal, and one parent shall be as fully entitled to the custody, control and earnings of the children as the other parent, and in case of one parent's death, the other parent shall come into full and complete control of the children and their estate.

[2008 c 6 § 640; Code 1881 § 2399; 1879 p 151 § 2; RRS § 6907. Formerly RCW 26.20.020.]

NOTES:

Part headings not law—Severability—2008 c 6: See RCW 26.60.900 and 26.60.901.