

CN: 201703018170
SN: 254
PC: 13

FILED
APR 23 2019
Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

Superior Court of Washington, County of Spokane

In re: Surina Marriage – Property rights
RCW's: 26.16.010 / 49.60.2235 / 26.50.200

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

SIRINYA POLARJ (Surina)

And Respondent

AARON SURINA

No. **17-3-01817-0**

Declaration of **Aaron Surina**

Re: Who is Gustafson Law and why are they involved in my property transaction?

Why would they testify in a hearing I was not invited to if I hired them?

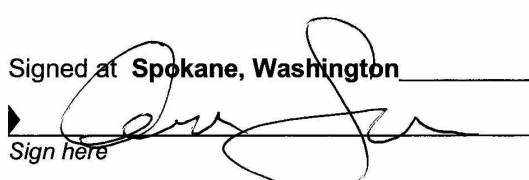
(DCLR)

Supplemental Declaration of Aaron Surina
Who chose Gustafson Law for my property?

1. I am 41 years old, I am the Respondent and father of David and Andrew Surina. I am the owner and title holder of the property referred to as "Rocky Ridge" through an agreement with my ex-wife who I was married to until October 16, 2018.
2. I declare: **The attached is incorporated as my sworn statement as signed below.**
3. 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.
4. ☒ I have attached ~~12~~ ¹⁷ pages.

Signed at **Spokane, Washington**

Date: 4/18/19


Sign here

Aaron Surina
Print name

Gustafson Law, Inc., PS
ALTA Universal ID:
1500 West Fourth Ave.
Suite 408
Spokane, WA 99201

19

File No./Escrow No. : 19-0288-C
Print Date & Time: March 19, 2019 4:49 pm
Officer/Escrow Officer: Steve Gustafson
Settlement Location: 1500 West Fourth Ave., Suite 408
Spokane, WA 99201

Property Address: 1616 S Rocky Ridge Dr
Spokane Valley, WA 99212

Borrower: Bradley Barker and Stacie Barker
322 E Regina
Spokane, WA 99218

Seller: Aaron M Surina and Sirinya Surina
1616 S Rocky Ridge Dr
Spokane Valley, WA 99212

Lender: STCU

Settlement Date: March 22, 2019
Disbursement Date: March 22, 2019

Description	Seller	
	Debit	Credit
Financial		
Sale Price of Property		309,250.00
Seller Credit	7,854.16	
Prorations/Adjustments		
Sewer 03/22/19 - 04/01/19		15.33
County Taxes 01/01/19 - 03/22/19	770.23	
Title Charges and Escrow/Settlement Charges		
Closing Fee to Gustafson Law, Inc., PS	560.00	
owners policy to Spokane County Title	998.78	
HOLDBACK for roof repair to Gustafson Law, Inc., PS	800.00	
Commissions		
Real Estate Commission to Cilibrokers LLC	9,277.50	
Real Estate Commission to Hilton Real Estate	9,277.50	

Description	Seller	
	Debit	Credit
Government Recording and Transfer Charges		
1.78% Excise Tax to Spokane County Treasurer	5,509.65	
Payoff(s)		
Payoff of First Mortgage ESTIMATE to Quality Loan Servicing	229,457.57	
Loan Payoff 0.00		
Total Payoff <u>229,457.57</u>		
Miscellaneous		
Delinquent Sewer to Spokane County Water Dist #3	286.80	
Payoff judgement to Keith A Glanzer PS Trust	4,000.00	
Payoff Judgement to Keith A Glanzer PS Trust	1,090.00	
Water Hold Back to City of Spokane	500.00	
	Debit	Credit
Subtotals	270,382.19	309,265.33
Due to Seller	38,883.14	
Totals	309,265.33	309,265.33

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Gustafson Law, Inc., PS to cause the funds to be disbursed in accordance with this statement.

Seller

Aaron M Surina

Sirinya Surina

Steve Gustafson
Escrow Officer

Gustafson Law, Inc., PS

ATTORNEYS AND COUNSELORS AT LAW

1500 West Fourth Ave., Suite 408
Spokane, WA 99201
Phone: (509)456-0400
Fax: (509)456-0422

Buyer's Name: Bradley Barker and Stacie Barker

Escrow No.: 19-0288-C

Seller's Name: Aaron M Surina and Srinya Surina

CLOSING AGREEMENT AND ESCROW INSTRUCTIONS
For Purchase and Sale Transaction

The undersigned buyer and seller (referred to herein as "the parties") hereby designate and appoint Gustafson Law, Inc., PS (referred to herein as "the closing agent") to act as their closing and escrow agent according to the following agreements and instructions.

IT IS AGREED, AND THE CLOSING AGENT IS INSTRUCTED, AS FOLLOWS:

Terms of Sale. The terms and conditions of the transaction which is the subject of these instructions (referred to herein as "the transaction") are set forth in the parties' Purchase and Sale Agreement, Earnest Money Agreement, or other written agreement, and any attachments, amendments or addenda to that agreement (referred to herein as "the parties' agreement"), which is made a part of these instructions by this reference. Any changes to the parties' agreement will be made a part of these instructions, without further reference, when signed by the parties and delivered to the closing agent. These instructions are not intended to amend, modify or supersede the terms and conditions of the parties' agreement and if there is any conflict or inconsistency between these instructions and the parties' agreement, the terms and conditions of the parties' agreement shall control.

Description of Real Property. The real property which is the subject of the transaction (referred to herein as "the property") is identified in the parties' agreement. The documents required to close the transaction must contain the "legal description" of the property. If the parties' agreement does not yet contain the correct legal description, the parties or the real estate agent shall obtain an addendum setting forth the legal description as soon as possible and deliver it to the closing agent.

Closing Date. The date on which the documents required to close the transaction are filed for record (referred to herein as "the closing date") shall be on or before the date for closing of the transaction specified in the parties' agreement unless the closing date falls within the three-day rescission period after delivery to the buyer of an amended real property transfer disclosure statement, in which case the closing date shall be extended until the expiration of the three-day rescission period.

Documents. The closing agent is instructed to select, prepare, correct, receive, hold, record and deliver documents as necessary to close the transaction. The closing agent may request that certain documents be prepared or obtained by the parties or their attorneys, in which case the parties shall deliver the requested documents to the closing agent before the closing date. Execution of any document will be considered approval of its form and contents by each party signing such document.

Deposits and Disbursement of Funds. Before the closing date, each party shall deposit with the closing agent all funds required to be paid by such party to close the transaction, less any earnest money previously deposited with the real estate agent. The closing agent is authorized, but not required, to consider a lending institution's written commitment to deposit funds as the equivalent of a deposit of such funds, if all conditions of the commitment will be met on or before the closing date. All funds received by the closing agent shall be deposited in one or more of its escrow or trust accounts with any bank doing business in the State of Washington and may be transferred to any other such accounts. The closing agent shall not be required to disburse any funds deposited by check or draft until it has been advised by its bank that such check or draft has been honored. All disbursements shall be made by the closing agent's check.

Settlement Statement. The closing agent is instructed to prepare a settlement statement showing all funds deposited for the account of each of the parties and the proposed disbursements from such funds. No funds shall be disbursed until the parties have examined and approved the settlement statement. Some items may be estimated, and the final amount of each estimated item will be adjusted to the exact amount required to be paid at the time of disbursement. The settlement statement will be subject to audit and any errors or omissions may be corrected at any time. If any monetary error is found, the amount will be immediately paid by the party liable for such payment to the party entitled to receive it.

Pro-rations. Adjustments or pro-rations of real estate taxes, and other charges if any, shall be made on a per-diem basis using a 365 day year, unless the closing agent is otherwise instructed.

Title Insurance. The closing agent is instructed to obtain and forward to the parties a preliminary commitment for title insurance on the property and on any other parcel of real property that will be used to secure payment of any obligation created in the transaction (referred to herein as "the title report"). The closing agent is authorized to rely on the title report in the performance of its duties and shall have no responsibility or liability for any title defects or encumbrances which are not disclosed in the title report.

Carbon Monoxide Alarms. RCW 19.27.530 requires the Seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a Buyer or any other person may legally occupy the residence following the sale. Pursuant to such requirement, the parties acknowledge that the Closing Agent is not responsible for ensuring that Seller complies with RCW 19.27.530 and further hold Closing Agent, and its employees harmless from any claim or action resulting from Seller's failure to install a carbon monoxide alarm(s) in the property.

Verification of Existing Encumbrances. The closing agent is instructed to request a written statement from the holder of each existing encumbrance on the property, verifying its status, terms, balance owing and, if it will not be removed at closing, the requirements that must be met to obtain a waiver of any due-on sale provision. The closing agent may rely upon such written statements in the performance of its duties, without liability or responsibility for their accuracy or completeness.

Instructions From Third Parties. If any written instructions necessary to close the transaction according to the parties' agreement are given to the closing agent by anyone other than the parties or their attorneys, including but not limited to lenders, such instructions are accepted and agreed to by the parties.

Disclosure of Information to Third Parties. The closing agent is authorized to furnish, upon request, copies of any closing documents, agreements or instructions concerning the transaction to the parties' attorneys, and to any real estate agent, lender or title insurance company involved in the transaction. Other papers or documents containing personal or financial information concerning any party may not be released to anyone other than the party's attorney or lender, without prior written approval.

Potential Legal Problems. If the closing agent becomes aware of any facts, circumstances or potential problems which, in its opinion, should be reviewed by any of the parties' attorneys, the closing agent is authorized, in its sole discretion, to advise the parties of such facts, circumstances or potential problems and recommend that legal counsel be sought.

Closing Agent's Fees and Expenses. The closing agent's fee is intended as compensation for the services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the parties agree to pay a reasonable additional fee for such services. The parties shall also reimburse the closing agent for any out-of-pocket costs and expenses incurred by it under these instructions. The closing agent's fees, costs and expenses shall be due and payable on the closing date or other termination of the closing agent's duties and responsibilities under these instructions, and shall be paid one-half by the buyer and one-half by the seller unless otherwise provided in the parties' agreement.

Cancellation. These instructions may be canceled by a written agreement, signed by all of the parties, and payment of the closing agent's fees, costs and expenses. Upon receipt of such agreement and payment, the closing agent shall return any money or documents then held by it to the parties that deposited the same and shall have no further duties or responsibilities under these instructions.

Inability to Comply With Instructions. If the closing agent receives conflicting instructions or determines, for any reason, that it cannot comply with these instructions by the date for closing specified in the parties' agreement or in any written extension of that date, it shall notify the parties, request further instructions, and in its discretion: (1) continue to perform its duties and close the transaction as soon as possible after receiving further instructions, or (2) if no conflicting instructions have been received, return any money or documents then held by it to the parties that deposited the same, less any fees and expenses chargeable to such party, or (3) commence a court action, deposit the money and documents held by it into the registry of the court, and ask the court to determine

the rights of the parties. When the money and documents have been returned to the parties or deposited into the registry of the court, the closing agent shall have no further duties or responsibilities under these instructions.

Disputes. Should any dispute arise between the parties, or any of them, and/or any other party, concerning the property or funds involved in the transaction, the closing agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute, or join or commence a court action, deposit the money and documents held by it with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the closing agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the closing agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with the transaction or these instructions, whether such lawsuit is instituted by the closing agent, the parties, or any other person.

Notices. Any notice, declaration or request made under these instructions shall be in writing, signed by the party giving such notice or making such declaration or request, and personally delivered or mailed to the closing agent and other parties at their addresses set forth in these instructions.

Counterparts. These instructions may be executed in one or more counterparts with like effect as if all signatures appeared on one copy.

Effect. These instructions shall bind and benefit the parties, the closing agent, and their successors in interest.

Definitions. When used herein or in any amendment, addition or supplement hereto, words and phrases are defined and are to be construed as follows:

The words "buyer" and "seller" refer to all persons and entities identified as such by their signatures on this document, jointly and severally unless otherwise indicated, and shall be construed interchangeably with other similar terms such as "purchaser," "vendee," "vendor," "grantee" or "grantor" as may be appropriate in the context and circumstances to which such words apply.

The word "lender" refers to any lending institution or other party, including the seller if appropriate, that has agreed to provide all or part of the financing for the transaction or to which the buyer has made a loan application.

The phrase "these instructions" refers to the agreements, instructions and provisions set forth in this document and all amendments, additions and supplements to this document.

The phrase "the property" refers to the real property identified in the parties' agreement, including any other parcel of real property that will be used to secure payment of any obligation created in the transaction, and does not include any items of personal property unless otherwise specifically stated in these instructions.

The phrase "outside of escrow" refers to any duty, obligation or other matter which is the sole responsibility of the parties or of any party, and for which the closing agent shall have no responsibility or liability.

In these instructions, singular and plural words, and masculine, feminine and neuter words, shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

MATTERS TO BE COMPLETED BY THE BUYER AND SELLER **Important - Read Carefully**

The following items must be completed by the parties, outside of escrow, and are not part of the closing agent's duties under these instructions.

Disclosures, Inspection and Approval of the Property. Any required disclosures concerning the property including, but not limited to, preparation and delivery of any required Real Property Transfer Disclosure Statement, or inspections or approvals of the property or of improvements, additions or repairs to the property, will be arranged and completed by the parties, outside of escrow. The closing agent shall have no liability with respect to the accuracy of any disclosures made, or for the physical condition of the property, or any buildings, improvements, plumbing, heating, cooling, electrical, septic or other systems on the property, and no responsibility to inspect the property, or to otherwise determine or disclose its physical condition, or to determine whether any required disclosures have been made, or whether any required improvements, additions or repairs have been satisfactorily completed.

Personal Property. Any required inspections, approvals or transfers of possession of any owned or leased fixtures, equipment or other items of personal property included in the transaction, and payment of any personal property, sales or use taxes, will be completed by the parties outside of escrow. Unless otherwise instructed, the closing agent shall have no responsibility with respect to such personal property and shall not be required to determine the status or condition of the title to, encumbrances upon, ownership, or physical condition of such personal property, nor to calculate, pro-rate, collect, prepare returns for or pay any personal property tax, sales tax or use tax arising from the transaction.

Utilities. All orders, cancellations, transfers, payments and adjustment of accounts for water, sewer, garbage collection, electricity, gas, fuel oil, telephone, television cable and any other utilities or public services will be completed by the parties outside of escrow. Unless otherwise instructed, the closing agent shall have no responsibility to determine, collect, pay, pro-rate or adjust charges for installation or service for any utilities or public services, except to prorate existing recurrent assessments for public improvements, if any, which appear on the title report.

Fire or Casualty Insurance. If a new policy of fire, hazard or casualty insurance on the property is necessary to close the transaction, the buyer will arrange for the policy to be issued, outside of escrow, and will provide evidence of the required insurance coverage to the closing agent before the closing date. Unless otherwise instructed, the closing agent shall have no responsibility to contract for or obtain any policy of fire, hazard or casualty insurance on the property, or any assignment of such policy.

Possession of the Property. The transfer of possession of the property shall be arranged directly between the parties outside of escrow and shall not be the responsibility of the closing agent.

Collection Account. If any financing for the transaction will be provided by a private party, the parties are advised to open a collection account at a financial institution to receive and disburse payments to be made under the private promissory note or contract. The collection account shall be established by the parties outside of escrow and shall not be the responsibility of the closing agent.

Payment of Omitted Taxes. If any additional real property taxes are assessed for improvements made to the property that have not been added to the tax rolls before the closing date, the parties shall pay their respective shares of such omitted taxes, pro-rated as of the closing date, within 30 days after receipt of notification that such taxes have been assessed. The closing agent shall not be responsible or liable for any assessment, collection or payment of omitted taxes.

Individual Taxes. The parties are advised to consult with their attorneys to determine whether they must report income, deduct expenses or losses, or withhold or pay any income or business taxes as a result of the transaction. The closing agent shall have no responsibility for the parties' individual tax consequences arising from the transaction.

Foreign Investment in Real Property Tax Act. If any seller is, or may be, a non-resident alien or a foreign corporation, partnership, trust or estate for purposes of United States income taxation, the parties are advised to consult with their attorneys before the closing date to determine their responsibilities and liabilities, if any, under the Foreign Investment in Real Property Tax Act (Section 1445 et seq. of the Internal Revenue Code). The closing agent is not required to verify the nationality or foreign status of any of the sellers, or to withhold, report or pay any amounts due under such act.

Approvals and Permits. The parties are advised to consult with their attorneys to determine whether any building, zoning, subdivision, septic system, or other construction or land use permits or approvals will be required, either before or after the closing date. The closing agent shall have no responsibility with respect to any such permit or approval, and shall have no liability arising from the failure of any party to obtain, or from the refusal of any governmental authority to grant, any such permit or approval.

Compliance With Certain Laws. The parties are advised to consult with their attorneys to determine their rights and responsibilities, if any, with respect to disclosures concerning the condition of the property, or under the Consumer Protection Act, Truth-in-Lending Act, Interstate Land Sales Act or other similar laws. The closing agent shall have no responsibility for disclosures concerning the condition of the property, or for the parties' compliance, nor any liability arising from the failure of any party to comply, with any such requirement or law.

Additional Agreements, Instructions and Disclosures:

You are further advised that:

- GUSTAFSON LAW, INC., PS IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER (OR ANY) OF THE PARTIES.
- THE DOCUMENTS PREPARED BY GUSTAFSON LAW, INC., PS WILL AFFECT THE LEGAL RIGHTS OF THE PARTIES.
- THE PARTIES' INTERESTS IN THE DOCUMENTS MAY DIFFER.
- THE PARTIES HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR OWN SELECTION.

BY SIGNING THESE INSTRUCTIONS, EACH PARTY ACKNOWLEDGES:

I have been specifically informed that the closing agent is not acting as representative or advocate of either or any party concerning the merits of the transaction or the documents that will be used to close the transaction. The closing agent has not offered any legal advice or referred me to any named attorney, but has clearly requested that I seek legal counsel if I have any doubt concerning the transaction or these instructions. I have had adequate time and opportunity to read and understand these instructions and all other existing documents referred to in these instructions.

Date: March 22, 2019

Bradley Barker

Aaron M Surina

Stacie Barker

Sirinya Surina

Buyer's Mailing Address:
322 E Regina
Spokane, WA 99218

Seller's Mailing Address:
1616 S Rocky Ridge Dr
Spokane Valley, WA 99212

Buyer's phone:
719-235-3091

Seller's phone:

Fax: _____

Fax: _____

ALTERED
FROM
ORIGINAL
AS

GUSTAFSON LAW, INC., P.S.

ATTORNEYS AND COUNSELORS AT LAW
1500 West Fourth Avenue, Suite 408
SPOKANE, WASHINGTON 99204

STEVE K. GUSTAFSON

TELEPHONE # (509) 456-0400
FAX # (509) 456-0422
Email: ashley@gustlawinc.com

Our Escrow #:

— Total Pages

Attn: PAYOFF DEPT

Lender: Franklin American Mortgage

Loan Number: 0070881123

Fax: 609-538-4011 / 609-538-4012

Borrower: Aaron Surina

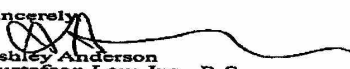
Property address: 1616 S Rocky Ridge Drive Spokane, WA 99212

Good through date: 3/31/19

Please fax us the payoffs for the above mentioned loan as we are the closing/escrow agents for the sale or refinance transaction.

Thank You!

Sincerely,


Ashley Anderson
Gustafson Law, Inc., P. S.

Borrowers Authorization Attached

P.001/002

FAX:509/4560422

03/14/2019 08:20 GUSTAFSON&HOGAN



Spokane County Title Company

SUPPLEMENTAL NO. 1

to

PRELIMINARY COMMITMENT

Issued By Spokane County Title Company
acting as agent for
Old Republic National Title Insurance Company

Order No.: SP19833
Escrow Officer:
Title Officer: Tom Irish

Ref: **Surina /Barker**
Property Address: **1616 S ROCKY RIDGE DR**
SPOKANE VALLEY, WA 99212

This Supplemental is made a part of said Commitment including any prior Supplemental, and is subject to the schedules, terms and provisions and the conditions and stipulations therein, except as modified by the provisions hereof.

ATTENTION: This Supplemental contains changes which impact title to the property set forth in the above referenced commitment.

Add Paragraph 14 to Schedule B - Section II, as follows:

SPOKANE COUNTY SUPERIOR COURT JUDGMENT:
AGAINST: AARON MICHAEL SURINA
IN FAVOR OF: SIRIYANA POLJARI
AMOUNT: \$4,000.00
ENTERED: February 02, 2019
CAUSE NO.: 19-3-00129-32
ATTORNEY FOR
CREDITOR: KEITH A. GLANZER

Effective Date: March 07, 2019 at 8:00 a.m.

Authorized Signature

Gustafson Law, Inc., PS

ATTORNEYS AND COUNSELORS AT LAW

1500 West Fourth Ave., Suite 408
Spokane, WA 99201

STEVE K. GUSTAFSON

TELEPHONE NO.: (509)456-0400

FAX NO.: (509)456-0422

March 13, 2019

Aaron M Surina and Sirinya Surina
1616 S Rocky Ridge Dr
Spokane Valley, WA 99212

RE: 19-0288-C
1616 S Rocky Ridge Dr, Spokane Valley, WA 99212

Dear Aaron and Sirinya,

We are delighted to have your transaction placed with our office for closing. We understand that buying or selling a home is a complicated process, so here is a quick overview of what to expect.

Your closing agent for this transaction is Steve Gustafson and his/her assistant is Ashley Anderson. Please feel free to contact either person at any time with questions you may have regarding the closing process. Additionally, your closing team can be reached by email at: steve@guslawinc.com/ashley@guslawinc.com

Each transaction unfolds according to its own timeline, as a complex series of interactions between the realtors, clients, and lenders involved. Revised agreements or late-stage changes often mean that we are unable to schedule your closing until the very last minute. We take as proactive an approach as we can with this, but do bear in mind that many contributing factors happen outside of our office and our control. We will make every effort to contact you as soon as we are able to schedule your signing; if you need to make special arrangements in advance of your appointment, please do not hesitate to contact us.

Enclosed is a Seller Information Sheet for you to complete and return to our office. Please return this information as soon as possible so that we can prepare accurate closing documents for your transaction. We keep your information secure and private, and we do not share information with any party other than those necessary to close your transaction such as your mortgage lender or the Internal Revenue Service. We are required to have your social security number for income tax, mortgage payoff requests, and FIRPTA reporting purposes. If you are uncomfortable providing your full social security number at this time, please provide the last four digits on the form; do note, however, that we are required by law to have the full number by the time of closing.

Thank you for placing your trust in our office. We look forward to meeting you at closing!

Sincerely,

Michelle Westenskow

Gustafson Law, Inc., PS

1500 West Fourth Ave., Suite 408
Spokane, WA 99201

SELLER INFORMATION SHEET

Seller: Aaron M Surina and Sirinya Surina

Property Address: 1616 S Rocky Ridge Dr
Spokane Valley, WA 99212

Please complete the following information sheet to help, Gustafson Law, Inc., PS to verify all lien(s) for the sale of your property.

Please return by mail or fax to: (509)456-0422.

First Mortgage Lender: _____
Address: _____

Phone No.: _____
Loan No.: _____

Second Mortgage Lender: _____
Address: _____

Phone No.: _____
Loan No.: _____

Public Water Company: _____
Address: _____

Account No.: _____
Phone No.: _____

Homeowners Association: _____
Address: _____

Phone No.: _____
Contact Person: _____

Seller's Phone No.: _____ Home _____ Work _____
Seller's E-mail: _____ Work _____

Marital Status: _____

19-0288-C