

FILED

OCT 12 2023

## State of Washington, County of Spokane

TIMOTHY W. FITZGERALD  
SPOKANE COUNTY CLERK

In re: PP

Sirinya Surina

2023 OCT 12 A 5:10

Case No. 17-3-01817-0

Petitioner  
&

Aaron Surina

Respondent

TIMOTHY W. FITZGERALD  
SPOKANE COUNTY CLERKAFFIDAVIT OF TRUTH BY  
RESPONDENT (NOTARIZED SWORN,  
SIGNED AND SUBSCRIBED)

## AFFIDAVIT SWORN, SIGNED AND SUBSCRIBED BY RESPONDENT

I, Aaron Surina, residing at  
3318 S. Bernard St, Spokane, WA  
99203, being duly sworn, depose and  
state as follows:

I am the affiant in this matter and  
have personal knowledge of the facts  
stated herein.

I understand that I am making  
this statement under oath and subject to  
the penalties of perjury.

I certify that the information  
contained in this affidavit is true and  
correct to the best of my knowledge,  
information, and belief.

I understand that providing false  
information in this affidavit may result in  
legal consequences, including but not  
limited to perjury charges.

I have executed this affidavit  
voluntarily and without any form of  
coercion or duress.

Signature:

*[Signature]* 10/12/23  
Aaron Surina Date:

NOTARY BLOCK:

Subscribed and sworn to before me on  
this 12<sup>th</sup> day of October, 2023 at  
Spokane, Spokane County, Washington.  
Notary Public:

*[Signature]*

[Notary Public's Name]

My Commission Expires:

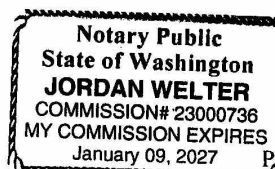
January 09, 2027  
[Notary Commission Expiration Date]

Dated this 12<sup>th</sup> of October, 2023

Documents Affiant is attesting to:

PROMISSORY NOTE  
11 Dg on file Spokane

County Assessor For  
1614 S. Rocky Ridge Dr -



AARON SURINA AMS@SURINA.ORG

PO BOX 30123, SPOKANE, WA 99223

PUBLIC NOTARY OF SWORN, SIGNED AND  
SUBSCRIBING OF RESPONDENT

PAGE 1 OF 1A

## **AGREEMENT, AUTHORIZATION AND DIRECTIVE REQUIRING RELEASE AND PAYMENT OF ALL SALE PROCEEDS**

I SIRINYA SURINA consent to and direct Keith Glanzer to pay on my behalf the trust account funds he received that were allocated to me by the Court from the sale of the 1616 S. Rocky Ridge Dr. property in Spokane Valley WA. to CARL WILSON and/or BANG-ORN M. WILSON Said payment is to be the full amount allocated by the Court to me without debit, adjustment or deduction for any costs, fees, charges or other obligations, including any fees or costs which might be owed by me to Mr. Glanzer.

Payment of the funds shall be made as soon as reasonably possible following any required court authorization to release said funds, but in any event the payment must be made not later than Ten (10) calendar days after entry of the Court's Final Order in the pending dissolution of Marriage action in Spokane County under Case number 17-3-01817-0.

This agreement is made knowingly and with the full knowledge that said payment is not a full or final settlement of all claims against me for money due by Carl Wilson and Bang-Orn M Wilson. Furthermore, by directing my attorney, Keith Glanzer to pay said funds in full I acknowledge that I may have remaining obligations to Mr. Glanzer for his fees and costs, which obligations will remain due and payable.

All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

This Agreement constitutes the entire agreement and understanding of the parties with respect to the release and payment of funds held by Keith Glanzer from the sale of the subject real property and is an exclusive agreement which incorporates and supersedes all prior and contemporaneous negotiations, agreements, arrangements and understandings related to the subject matter hereof.

In the event that any party shall object to, breach or bring an action in connection with the performance, breach or interpretation of this Agreement, or in any way relating to the release and payment contemplated hereby, the successful party in such dispute or action shall be entitled to recover from the unsuccessful party all reasonable costs and expenses of the dispute regardless of whether by litigation or not, including all attorney's fees, court costs, costs of investigation, accounting and other costs reasonably related to mediation, or litigation, in such amount as may be determined reasonable in the sole discretion of the successful party upon resolution of the dispute.

Sirinya Surina is represented by Mr. Keith Ganzer attorney. Because this Agreement has significant legal consequences for both Ms. Surina and Mr. Glanzer they acknowledge having received the agreement and all other documents including a Note which references this AGREEMENT and which sets out the full amount due, interest rate and terms of payment; as well as an agreed Judgment Summary, and each of them acknowledge having had ample opportunity to review this agreement and all other documents and they acknowledge having made a fully informed investigation prior to executing this Agreement or any other document relating to this agreement.

If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement, which shall continue to remain in full force and effect.

This Agreement may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby.

This Agreement shall be construed according to the laws of the State of Washington and venue of any legal action brought under the terms of this Agreement shall be in Spokane County, Washington.

The Parties acknowledge that the terms of this Agreement have been explained to them by their respective counsel and that they executed this Agreement in reliance upon advice of their respective counsel and warrant that they will not at a later time attempt to set this Agreement aside because they were not represented by an attorney or because any party hereto provided any advice or direction regarding this Agreement or related legal matter.

The undersigned parties acknowledge, represent, and agree that they have read this Agreement and fully understand the terms thereof, and both the parties have had a fair and equal opportunity to participate in the drafting of this Agreement. The parties therefore waive the general rule of construction that an agreement shall be construed against its drafter.

This Agreement may be executed as one original or by fax in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Date: 3/8/19



SIRINYA SURINA Individually and as a Married Person

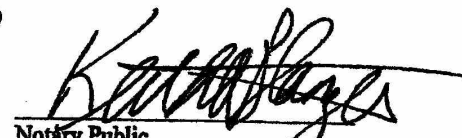
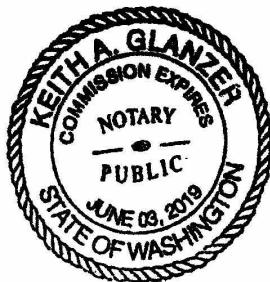
STATE OF WASHINGTON )

ss.

COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that SIRINYA SURINA is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 8th Day of March 2019



Notary Public  
Notary Public in and for the  
State of Washington  
Residing at Spokane County  
My appointment expires: 6-3-2019

## PROMISSORY NOTE

\$ 55,250.00

Spokane Washington

March 8 2019

FOR VALUE RECEIVED, SIRINYA SURINA hereinafter "Maker" promises to pay to CARL WILSON AND/OR BANG-ORN M. WILSON, hereinafter "Holder" or order at 417 E. 55<sup>th</sup> Ave. P.O. Box 30293 Spokane WA. 99223 or other such place as may be designated by the Holder from time to time, the principal sum of Fifty Five Thousand Two Hundred Fifty Dollars (\$ 55,250.00), with interest thereon from the FIRST day of MARCH 2019 on the unpaid principal at the rate of TWELVE percent ( 12%) per annum as follows:

1. **INSTALLMENT PAYMENTS:** Maker shall pay, ANY AND ALL PROCEEDS FROM THE SALE OF THE Rocky Ridge House, APN 35261.1514

a. ( ) NO INSTALLMENTS. No installment payments are required.

b. (XX) **PRINCIPAL and INTEREST INSTALLMENTS** of One Thousand Two Hundred Twenty Nine Dollars and One Cent Dollars (\$ 1,229.01).

c. ( ) **INTEREST ONLY PAYMENTS** on the outstanding principal balance.

Payments shall begin with the transfer of any Funds allocated by the Court to the Maker from the sale of the Rocky Ridge property which were paid into Trust with Keith Glanzer. Payment of the funds shall be to Paul Lawrence Law PLLC, as a credit against the full amount due and thereafter the monthly payment amount is due on the FIRST DAY each following calendar month until the full remaining balance due is paid in full.

(XX) Other: The full principal amount is secured by an agreed consensual Judgment signed by the maker herein, which Judgment may be executed on at any time without notice to the maker, who by her signature below waives any defenses, process, service or notice of filing or execution of said judgment.

2. **DUE DATE:** The entire balance of this Note together with any and all interest accrued thereon shall be due and payable in full on the First day of April 2024.
3. **DEFAULT INTEREST:** After maturity, or failure to make any payment, any unpaid principal shall accrue interest at the rate of Eighteen percent (18%) per annum (18% if not filled in) OR the maximum rate allowed by law, whichever is less, during such period of Maker's default under this Note.
4. **ALLOCATION OF PAYMENTS:** Each payment shall be credited first to any late charge due, second to interest, and the remainder to principal.
5. **PREPAYMENT:** Maker may prepay all or part of the balance owed under this Note at any time without penalty.
6. **CURRENCY:** All principal and interest payments shall be made in lawful money of the United States.
7. **LATE CHARGE:** If Holder receives any installment payment more than Five (5) days after its due date, then a late payment charge of Fifty Dollars (\$50.00) shall be added to the scheduled payment.

8. **DUE ON SALE:** (*OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note*) If this Note is secured by a Deed of Trust or any other instrument securing repayment of this Note, the property described in such security instruments may not be sold or transferred without the Holder's consent. Upon breach of this provision, Holder may declare all sums due under this Note immediately due and payable, unless prohibited by applicable law.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

9. **ACCELERATION:** If Maker fails to make any payment owed under this Note, or if Maker defaults under any Deed of Trust or any other instruments securing repayment of this Note, and such default is not cured within Thirty days (30) after written notice of such default, then Holder may, at its option, declare all outstanding sums owed on this Note to be immediately due and payable, in addition to any other rights or remedies that Holder may have under judgment securing repayment of this Note.
10. **ATTORNEYS' FEES AND COSTS:** Maker shall pay all costs incurred by Holder in collecting sums due under this Note after a default, including reasonable attorneys' fees, whether or not suit is brought. If Maker or Holder sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.
11. **WAIVER OF PRESENTMENTS:** Maker waives presentment for payment, notice of dishonor, protest and notice of protest.
12. **NON-WAIVER:** No failure or delay by Holder in exercising Holder's rights under this Note shall be a waiver of such rights.
13. **SEVERABILITY:** If any clause or any other portion of this Note shall be determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other clause or portion of this Note, all of which shall remain in full force and effect.
14. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Maker and Holder.
15. **CONFLICTING TERMS:** In the event of any conflict between the terms of this Note and the terms of any Deed of Trust or other instruments securing payment of this Note, the terms of this Note shall prevail.
16. **EXECUTION:** Each Maker executes this Note as a principal and not as a surety. If there is more than one Maker, each such Maker shall be jointly and severally liable under this Note.
17. **COMMERCIAL PROPERTY:** (*OPTIONAL-Not applicable unless initialed by Holder and Maker to this Note*) Maker represents and warrants to Holder that the sums represented by this Note are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

\_\_\_\_\_  
Maker (Initials)

\_\_\_\_\_  
Holder (Initials)

**ORAL AGREEMENTS:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

**18. DEFINITIONS:** The word Maker shall be construed interchangeably with the words Borrower or Payer and the word Holder shall be construed interchangeably with the words Lender or Payee. In this Note, singular and plural words shall be construed interchangeably as may be appropriate in the context and circumstances to which such words apply.

**19. ADDITIONAL TERMS AND CONDITIONS:** (check one)

a. ☒ (XX) NONE

OR

b. ☐ ( ) As set forth on the attached "Exhibit A" which is incorporated by this reference.

(Note: If neither a or b is checked, then option "a" applies)

**20. THIS NOTE IS SECURED BY AN AGREED CONSENTUAL JUDGMENT OF EVEN DATE.**

Maker (signatures)

  
\_\_\_\_\_  
Sirinya Sumina

Maker's address for all notices given by Holder under this Note:

P.O. Box 30491  
Spokane, WA 99223

**DO NOT DESTROY THIS NOTE**

**WHEN PAID** this original Note together with the Deed of Trust securing the same, must be surrendered to the Trustee for cancellation and retention before any reconveyance can be processed.

After recording return to:

PAUL LAWRENCE LAW, PLLC  
Paul L. Calabro  
1201 N. Ash Street, Ste. 200  
Spokane, WA 99201

### FULL RECONVEYANCE

The undersigned, as Trustee under that certain Deed of Trust dated November 6<sup>th</sup> 2018, in which SIRINYA SURINA, Grantor; and CARL WILSON and/or BANG-ORN M. WILSON, are Beneficiary, recorded on November 6<sup>th</sup> 2018, as Auditor's File No. 6758096, records of Spokane County, Washington, having received from the beneficiary under said Deed of Trust a written request to re-convey, without warranty, to the person(s) entitled thereto, all of the right, title and interest now held by said Trustee in and to the property described in said Deed of Trust, situated in Spokane County, Washington, as follows:

ASSESSOR'S PARCEL NO.: 35261.1514

Dated this 19<sup>th</sup> day of March, 2018.

STATE OF WASHINGTON )

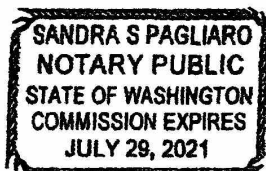
County of Spokane )

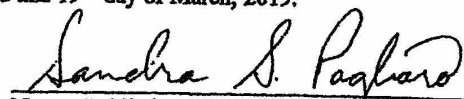
: ss.

  
PAUL L. CALABRO, TRUSTEE

On this day personally appeared before me PAUL L. CALABRO, who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

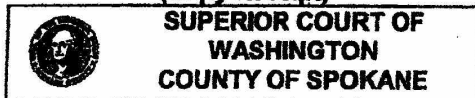
Witness my hand and official seal hereto affixed this 19<sup>th</sup> day of March, 2019.



  
Notary Public in and for the State of Washington,  
Residing at Spokane  
My appointment expires: 7-29-2021

(Copy Receipt)

(Clerk's Date Stamp)



**SUPERIOR COURT OF  
WASHINGTON  
COUNTY OF SPOKANE**

**SIRINYA SURINA**

Petitioner

vs.

**AARON M. SURINA**

Respondent

**CASE NO. 17-3-01817-0**

**JUDGMENT SUMMARY  
(CLERK'S ACTION REQUIRED)  
(JDSUM)**

**JUDGMENT SUMMARY**

1. JUDGMENT Creditor(s): Carl Wilson
2. Judgment Debtor(s): SIRINYA SURINA  
As a married persons dealing in her sole property.
3. Principal Judgment Amount: \$ 50,000.00
4. Interest to Date of Judgment: \$ N/A
5. Attorney Fees: \$ 5,000.00
6. Costs: \$ 250.00
7. Other Recovery Amounts: \$ N/A
8. Address of property; NONE at this time
9. Abbreviated Legal Descriptions N/A
10. This judgment resulted from the agreement of the Debtor, Sirinya Surina in consideration for the release and re conveyance of that certain Deed of Trust recorded as document number 6758096 with the Spokane County Auditor on November 6<sup>th</sup> 2018.

After recording return to:

PAUL LAWRENCE LAW, PLLC  
Paul L. Calabro  
1201 N. Ash Street, Ste. 200  
Spokane, WA 99201

### FULL RECONVEYANCE

The undersigned, as Trustee under that certain Deed of Trust dated November 6<sup>th</sup> 2018, in which SIRINYA SURINA, Grantor; and CARL WILSON and/or BANG-ORN M. WILSON, are Beneficiary, recorded on November 6<sup>th</sup> 2018, as Auditor's File No. 6758096, records of Spokane County, Washington, having received from the beneficiary under said Deed of Trust a written request to re-convey, without warranty, to the person(s) entitled thereto, all of the right, title and interest now held by said Trustee in and to the property described in said Deed of Trust, situated in Spokane County, Washington, as follows:

ASSESSOR'S PARCEL NO.: 35261.1514

Dated this 19<sup>th</sup> day of March, 2018.



PAUL L. CALABRO, TRUSTEE

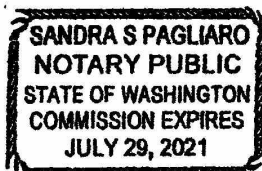
STATE OF WASHINGTON )

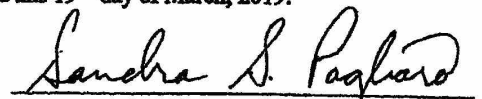
: ss.

County of Spokane )

On this day personally appeared before me PAUL L. CALABRO, who executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed this 19<sup>th</sup> day of March, 2019.



  
Notary Public in and for the State of Washington,  
Residing at Spokane  
My appointment expires: 7-29-2021



When recorded return to:

PAUL L. CALABRO  
PAUL LAWRENCE LAW, PLLC  
1201 N. Ash, Suite 200  
Spokane WA 99201

## **APPOINTMENT OF SUCCESSOR TRUSTEE**

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned Beneficiary of that certain Deed of Trust dated March 16<sup>th</sup> 2018, and recorded under Spokane County Auditor's No.: 6758096 on November 06 2018 (wherein SIRINYA SURINA, a married person is the Grantor; and CARL B. WILSON and/or BANG-ORN M. WILSON, husband and wife, are the Beneficiaries) hereby appoints a new Trustee in the place and stead of Richard Perednia the Trustee originally named in said Deed of Trust.

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints PAUL L. CALABRO, Attorney, whose address is 1201 North Ash, Suite 200, Spokane Washington 99201, as Successor Trustee under said Deed of Trust, to have all the powers of the original Trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set their hand.

***SIGNITURE AND NOTARY EXECUTION ON FOLLOWING PAGE***

\*\*\*\*\*

DATED: March 18, 2019.

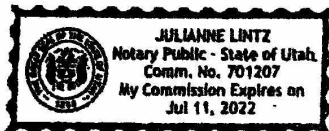
By: Carl B. Wilson  
CARL B. WILSON

Bang M. Wilson  
BANG-ORN M. WILSON

STATE OF Utah )  
County of Weber ) : ss

On this day personally appeared before me CARL B. WILSON and BANG-ORN M. WILSON (as married persons); to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of March 2019.



Julianne Lintz  
Notary Public  
In and for the State of Utah  
Residing at Syracuse, UT  
Commission expires: 7-11-2022

REQUEST FOR FULL RECONVEYANCE

**COPY**

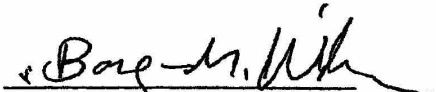
Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED THIS 8 DAY OF MARCH 2019.

  
CARL WILSON

  
BANG-ORN M. WILSON