

No.712128-I

COURT OF APPEALS, DIVISION ONE
OF THE STATE OF WASHINGTON

SYLVIA BOLTON, Respondent

v.

MATTHEW SCHNEIDER, Appellant

RESPONSE BRIEF

FILED
COURT OF APPEALS DIV I
STATE OF WASHINGTON
2014 MAY 20 AM 11:21

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I. Statement Of The Case:

A. The Value Of The Commodore Way Home At The Time Of Marriage.

Matt Schneider testified that the home was worth \$550,000 at the time of marriage in 1999 (RP 218). He also testified that the home was worth \$550,000 in 2003 after the plumbing and \$100,000 kitchen remodel had long since been completed. (RP 218-221). Sylvia Bolton thought it was worth about \$410,000 at the time of marriage based upon the opinion of an appraiser. (RP 231). The court found it to be worth \$410,000 at the time of marriage. (CP 50).

B. The Source Of The Mortgage Payments Paid During The Marriage

Matthew Schneider testified that all mortgage payments were made through automatic withdrawals from his GSI business bank account. (RP 167). His earnings from G.S.I., as of the time of trial, were entirely generated through his own labor: "From day one," he said. (RP 100 and 173).

There was no testimony that the source of mortgage payments was from his pre-marital savings which had been used to pay for the plumbing renovations in 1999 and the kitchen remodel in 2000 (RP 100 and 217-

218). He testified those funds had virtually run out by the time the 2003 structural main floor remodel occurred. (RP 106). There was no testimony or other proof of any separate property income during the marriage. Thus the only source from which mortgage payments were made throughout the marriage were community income sources.

C. The Evidence Of Conversion Of the Commodore Way Property From Separate To Community Property.

The refinance obligation in 2003 was signed by both parties (RP 41-42). Its purpose was to do the major structural and main floor remodel (RP 42), which enlarged the house to its structural maximum (RP 39). Both parties signed refinancing loan documents in subsequent years (RP 85).

Finding of Fact 2.8 (2) is the basis on which the court concluded that the Commodore Way home became community property. The finding relies, in part, upon trial exhibit 49. (CP 50)

Two documents comprise trial exhibit 49. The first is a communication in the form of a letter delivered to Chicago Title Insurance Company, Escrow #1101188 referencing the property at 3757 West Commodore Way, Seattle, Washington, 98199. The letter begins:

“Gentlemen”. The letter referenced the second document of trial exhibit 49, a quit claim deed.

The letter was signed by both Matt Schneider and Sylvia Bolton on July 15, 2003. It stated: “...this quit claim deed is being prepared at the request of Mathew E. Schneider and Sylvia A. Bolton, Husband and Wife.” The letter directed that both the deed of trust executed by them in favor of Viking Bank and the quit claim deed executed by him be recorded by the title company. The letter also expressly stated in grammatically incorrect form: “It is understood and my/our intention to create community property...” (Trial exhibit 49).

The second document is the signed copy of the quit claim deed of the Commodore Way property by Matthew Schneider to himself and Sylvia A. Bolton. It recites: “for and in consideration of: TO CREATE COMMUNITY PROPERTY” (trial exhibit 49).

These documents make it clear that the quit claim deed was prepared at the request of Matthew Schneider and Sylvia Bolton for the benefit of the Viking bank, not at the request of the bank.

Sylvia Bolton stated on cross examination that she and Matt Schneider collectively made a decision that the home needed upgrades and remodeling since it was going to be a family home. She also stated that Matt said that this was her property too, that they both need to take care of it and that he put her on the mortgage. (RP 83-84). Matt Schneider did not dispute this testimony.

Trial exhibit 52 contains pictures which depict the house before and after the remodeling that occurred during the marriage. The pictures include a circular fire pit and fire torches on the deck and new seating all designed by Sylvia Bolton (RP 40). The pictures include the extensive downstairs main floor remodel which was also designed by Sylvia Bolton in 2003 (RP 41).

The last page of trial exhibit 52 comprise drawings called a general arrangement plan created by Sylvia, with green lines depicting the lines before the remodeling and the red lines depicting the changes created by the remodel, all designed by Sylvia. (RP 41). Sylvia was not compensated for the design work that she did because "It was our house". (RP 41).

Matt Schneider told the lending officer that the reason they wanted the loan is that “we were remodeling the house”. He did not tell the loan officer anything else in connection with the transaction. (RP 217). So there is no evidence that he made any statement of performed any act designed to keep or preserve the house as his separate property.

II. Argument:

A. The Trial Court’s Decision To Effectuate A Just And Equitable Division of Property Can Only Be Reversed If The Court Abused Its Discretion.

Trial courts have broad discretion to determine what is just and equitable based upon the circumstances of each case (*In re Marriage of Rockwell*, 141 Wa.App 235, 170 P.3d 572 (2007), given the non-exclusive factors outlined in RCW 26.09.080. Non-exclusive because the statute provides: “In a proceeding for dissolution of the marriage...the court shall...make such disposition of the property and the liabilities of the parties...after considering all relevant factors **including but not limited to...**” (emphasis supplied). Reversal of a property division on appeal will only occur if there is a manifest abuse of discretion. *In re Marriage of Muhammad*, 153 Wa.2d 795, 108 P.3d 779 (2005).

A manifest abuse of discretion occurs if the trial judge's property division was based upon untenable grounds or for untenable reasons. *In re Marriage of Larson and Calhoun*, 178 Wa.App 133, 313 P.3d 1228 (2013). Untenable grounds are demonstrated "if the factual findings are unsupported by the record." Untenable reasons are demonstrated, if the decision is based on an "... incorrect standard or the facts do not meet the requirements of the correct standard." See *In re Marriage of Littlefield*, 133 Wa.2d 39, 46-47, 940 P.2d 1362 (1997). Mr. Schneider's appeal has not met the burden of any of these requirements.

B. Clear Cogent And Convincing Evidence Of Matt Schneider's Expressed Intent To Render The Commodore Way Property Community in Nature.

1. Substantial Evidence Supported The Finding Of Fact That All Mortgage Payments Were Made From Community Funds.

The mortgage payments made during the marriage were made through Mr. Schneider's business revenue as automatic withdrawals from his bank account. His business revenue was created solely by his labor (RP 167 and 218). As a matter of law, the products of a spouse's "labor industry and intelligence" during a marriage are community assets. (see *Kolmorgan v. Schaller*, 51 Wa 2d 94 at 99, 316 P.2d 111 (1957). Earnings

during marriage are themselves assets of the community. See RCW 26.16.140. There was no evidence of separate income. Thus there was sufficient evidence to support the finding that all mortgage payments were made from community funds. Even if there was not, the error would be harmless. The source of mortgage payments begs the legal question of whether the Commodore Way property was converted from separate to community property.

2. The Separate Property Presumption Was Successfully Rebutted: The Standard To Be Applied.

In re Estate of Borghi, 167 Wa 2d 480, 219 P.3d 932 (2009) does not hold that the execution of a quit claim deed is insufficient to create the presumption that a gift to the community was intended. In *Borghi* supra a third party placed title in the names of both parties, for reasons not disclosed by the record (*Borghi* supra at 492), property that had been acquired by the wife before marriage. Our State Supreme Court merely held as follows: “we hold that the property acquired by Jeanette Borghi prior to her marriage ... was presumptively her separate property. No contrary presumption arose from the fact that a deed was later issued in the names of both spouses, and to the extent Hurd and Olivares endorse a joint **title gift presumption, we disapprove these cases**” (emphasis

supplied) *Borghi* supra at 491. In other words, the fact that title was held in both names does not result in a presumption that a gift was intended.

However, in explaining what sort of evidence would be clear, cogent, and convincing evidence to overcome the separate property presumption, the Court stated: “With respect to real property, a spouse may execute a quit claim deed transferring property to the community, join in a valid community property agreement, or otherwise in writing evidence his or her intent, citing *Volz* 113 Wa at 383, 194 P. 409, *Verbeek*, 2 Wa.App at 158, 467 P.2d 178”. *In re Estate of Borghi* supra, at 489 (2009).

Thus, the question is whether there is language in the document that places title in both names (to wit, the quit claim deed) that expresses the intent of the spouse who executed the document. Here, there was clear, cogent and convincing evidence that Matt Schneider intended to, and in fact did, convert the Commodore Way property to community property.

3. Substantial Evidence Supports The Finding That Matt Schneider Converted The Commodore Way Home To Community Property.

To be upheld on appeal findings must be based upon substantial evidence. Substantial evidence has been defined as follows: “‘Substantial evidence’ is evidence in sufficient quantum to persuade a fair-minded person of the truth of the declared premise. *Nichols Hills Bank v. McCool*, 104 Wash.2d 78, 82, 701 P.2d 1114 (1985).” *Fred Hutchinson Cancer Research v. Holman*, 107 Wa.2d 693 at 712, 732 P.2d 974 (1987). The court goes on to say that “Our Court of Appeals has concluded that the standard by which disputed evidence is deemed ‘substantial’ is ‘any reasonable view [that] substantiates [the trial court’s] findings, even though there may be other reasonable interpretations.’ *Ebling v. Gove’s Cove, Inc.*, 34 Wash.App. 495, 501, 663 P.2d 132 (1983).” *Fred Hutchinson supra* at 713

Finding #2.8 relies upon the language contained in the one page letter signed by both parties directing the escrow company to record the quit claim deed and the quit claim deed itself. That letter and the quit claim deed comprise trial exhibit 49.

The language contained in both documents is itself, clear cogent and convincing evidence of Matt Schneider’s intent and his implementation of converting the property from separate to community

property. The letter states: "It is understood that my/our intention is to create community property...." The clear language of the quit claim deed is: "...for and in consideration of: TO CREATE COMMUNITY PROPERTY." (Trial Exhibit 49). Thus the factual findings are supported by the record.

Matt Schneider presented no evidence to dispute that he told Sylvia Bolton, the house is yours and mine. Nor is there evidence to dispute that she designed the major structural remodel, to turn it into a family home, without compensation because she understood that it was their home, not his home (RP 39-41).

The following is the only testimony Matt Schneider presented bearing on his intent, which was not admitted as proof of the truth of the matter asserted.

"Q: Did you understand what the potential consequences were or the legal ramifications of that quit claim deed that the Court has seen?

A: Not at the time. It was the bank just said we need--

Mr. Finesilver: Objection hearsay

The Court: Sustained. Well, it goes to intent. I'll allow it for intent ...

“Not for the truth.

Mr. Karlberg: Of the matter asserted. It's so the Court can appreciate what he understood.

The Court: Overruled”. (RP 106).

A: We need you to sign these documents in order to make you this loan. We want Sylvia on there.” (RP 107).

Matt Schneider did not clarify the specific documents to which he was referring. Other than the quit claim deed, those documents were likely the note and deed of trust.

Thus, there is no testimony or other evidence that the letter which is page 1 of trial exhibit 49 was prepared by the bank. That letter does not appear on bank stationary. Its language is grammatically incorrect. The greeting “Gentlemen” is on the same line as their home address zip code rather than a separate line as with any business letters. (See appendix 1, yellow highlighted.) It literally reads: “It is understood and my/our intention to create community property” which is not a grammatically

correct sentence (trial exhibit 49). Thus, the letter does not reflect the businesslike formulation of an entity such as a bank.

The letter does express in clear language that recording the quit claim deed is at the request of both spouses, rather than the bank. One could easily conclude that page 1 of trial exhibit 49 was not prepared by the bank, but rather by the parties themselves.

The trial court mistakenly thought the letter was page 1 of the quit claim deed. (Finding #2, CP 50-51). Where a party's brief points out the error of finding of fact, failure to appeal from the finding does not preclude the appellate court from considering the error to "...consider the merits of the appeal." *In re Marriage of Brady*, 50 Wa.App 728 at 730, 750 P.2d 654 (1988). See also, *Lewis v. Estate of Lewis*, 45 Wa.App 387, 725 P.2d 644 (1986).

Furthermore, Matt Schneider's testimony that he had no intention of changing the character of the property is self-serving. The trial court as a result, properly ignored it in weighing the evidence. Burdens of proof are not met by a mere "self-serving" declaration. See, *Berol v. Berol*, 37 Wa.2d 380 at 382, 233 P.2d 1055 (1950) and *Estate of Allen*, 54 Wa.2d 616, 343 P.2d 867 (1959). This principle should apply to a spouse who tries to uphold the separate property presumption especially where he

signed documents that includes language that expresses a contrary intent. The language of both the letter and the quit claim deed could just as easily have said that the intent and consideration for putting title in both names was to obtain the remodel loan, rather than say as both documents did: the intent was to create community property.

Matt Schneider had done business with the bank for several years both personal and as to his business operation. (RP 216-218). Even if the documents were required by the bank there is no evidence that the language of the quit claim deed was any different than what Matt Schneider wanted it and the letter to say.

There was also ample testimony of him doing whatever suited his needs and that he had a conscious sense of protecting himself in a self-serving way involving financial dealings affecting his wife during the dissolution proceeding.

He asked to be compensated for monies used during the marriage from his community earnings to buy her a Mercedes car and for their design business testifying that they should be treated by the trial court as “loans” for which Sylvia should owe him in the final property division

(RP 158-159) And yet he admitted that he made those distributions for love and affection (RP 214-215). The court found that these were distributions earned by him from the business "...through Mr. Schneider's efforts during the marriage, and thus were community assets. In turn, they were loaned to increase resources which are divided herein. In essence, the community was loaning to the community." (CP 50).

In his listing of assets to be divided by the court he omitted two community assets over which he had exclusive use and control post separation (Trial exhibit 214). One was \$10,412.47 in rents in excess of the rental expenses collected by him and used for his personal endeavors during the separation. The court found that by failing to place them in the rental account for strict use to pay rental expenses, he violated the August 2012 temporary order entered in the marital dissolution. The trial court therefore treated the \$10,412 as a pre-distribution of assets to him. (Finding of fact 2.8(8)c, CP 52).

The other was his failure to list \$114,700 in gold sale proceeds that he deposited into his account as an asset to be divided (RP 98). The court also treated these proceeds as a pre-distribution of community assets to him. (Finding 2.8(3) CP 50). Not only did he fail to list it as an asset, he

actually asked for a credit for what he said was the cost to purchase the gold. (Trial Exhibit 214).

These examples of self-serving testimony and behavior no doubt impacted his credibility as the court weighed the evidence. Credibility is the sole province of the trial court not subject to appellate review. (*In re Marriage of Akon*, 160 Wa.App 48, 248 P.3d 94 (2011))

Thus there was substantial evidence, clear, cogent, and convincing, that his intent was to convert the Commodore Way home from separate to community property that he in fact did so and that his testimony to the contrary was entirely self-serving belied by the text of the very documents he signed.

C. The Characterization of the Commodore Way Home Does Not Control The Division Of The Property Awarded By The Trial Court.

While the trial court has the duty to properly characterize the various properties, its failure to properly do so does not justify reversal if the overall division is equitable under all the circumstances. *In re marriage of Hadley*, 88 Wa.2d 649 at 656, 565 P.2d 790 (1977). Remand is only required if, “(1) the trial court’s reasoning indicates that its division was significantly influenced by its characterization of the property, and (2)

it is not clear that had the court properly characterized the property, it would have divided it in the same way.” *In re marriage of Shannon*, 55 Wa.App 137 at 142, 777 P.2d 8 (1989).

No evidence was presented that indicates that the division reached by the trial court was significantly influenced by its characterization of the Commodore Way or any other property. For the court concluded: “There is no reason that one of the spouses should be awarded more than the other.” (CP 53).

The evidence demonstrates that the court effectuated an equal division of all value regardless of its separate or community character. The only items characterized as separate property were some art work of Matt Schneider’s owned before the marriage, and on which no valuation was placed (finding of fact 2.8 (7) CP 51) and gifts of jewelry each made to the other during the marriage. The court found the gifts to be of equal value. (CP 51). There is no appeal from these findings; therefore they are verities on appeal. Brady *supra*

D. The Refusal Of The Trial Court To Award An Equitable Lien Was Not An Abuse of Discretion.

Mr. Schneider’s brief points to no evidence on the basis of which an equitable lien could be calculated, and no evidence that he even

proposed any particular monetary amount. His trial brief made no reference to that theory (sub-no 63). Nor did his property matrix identify such a lien (trial exhibit 214). The trial court indicated an awareness of the theory, but concluded: “Furthermore, it would be speculative for the court to attempt to segregate the asset, given the addition of community efforts improving the home and community funds used to pay the mortgage since 1999”. For example, there was no evidence to determine the value of the contribution of labor to the design or other work on the house provided by Ms. Bolton during the marriage. Nor was there any evidence as to the extent to which the marital community reduced the principal of Matt Schneider’s mortgage indebtedness from the balance brought in to the marriage. Nor was there evidence of any reasonable rental value of the property unimproved by the community, which is the only relevance of *In re Marriage of Miracle*, 101 Wa.2d 137, 675 P.2d 1229. *Miracle* supra is otherwise inapposite since there were no improvements made to the property in question in that case. The issue was credit to the community for reducing the balance owed on the wife’s separate mortgage obligation during the marriage. Here, since the refinance was for the purpose of creating a family home, the new mortgage proceeds as of 2003 were a community obligation even though secured by what had been his separate

property. See *National Bank of Commerce v. Green*, 1 Wa.App 713, 463 P.2d 187 (1969).

Thus the value of such a lien would be pure speculation. On appeal, Matt Schneider has analyzed no evidence to support an actual amount.

Generally for a trial court to fashion a property division in a marital dissolution case based upon speculation has been held to be an abuse of discretion. This is why closing costs and capital gains taxes cannot be considered, if when they will impact and their amount is speculative. See *In re Marriage of Hay*, 80 Wa App 202 at 206, 907 P.2d 334 (1995) wherein the Court of Appeals, in discussing capital gains taxes, established this principle as a natural rationale for why closing costs as to real estate cannot be considered unless "...sale is imminent and there is evidence regarding sales costs." *In re Marriage of Hay*, supra at 206

III. Conclusion:

The trial court had ample evidence on the basis of which it found that Matt Schneider intended and in fact converted the Commodore Way home into a community property asset. He made no effort to maintain it as a separate asset and instead, he signed a letter to escrow stating that his precise intent was to create community property. He executed a quit claim

deed which cited “community property” as the consideration for the loan when it could have recited the home improvement loan as consideration.

Matt Schneider did in fact intend to convert the Commodore Way property from separate to community property, and he in fact, did so as reflected by his statements and actions in delivering to the title company the letter and quit claim deed evidenced in trial exhibit 49. Therefore the grounds for the decision were tenable since its finding is supported by the record.

The trial court’s reasons are tenable since it applied the correct standard and the facts in evidence meet the requirements of that standard, even if the finding that the Commodore Way property is community property is treated as a conclusion of law. That conclusion follows from finding of fact number 2.8(3) and the unrefuted testimony that he intended the house to be Sylvia’s as well as his when they planned the structural remodel, borrowed the money to accomplish it, and she did extensive work to design it without compensation with that understanding.

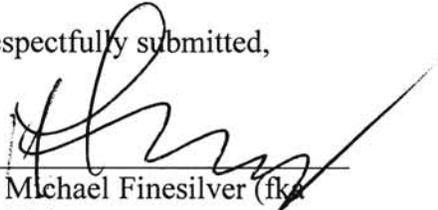
IV. Attorney Fees:

Ms. Bolton reserves the right to seek attorney fees and costs. One basis is that the appeal is frivolous. “In determining whether an appeal is frivolous... if there are no debatable issues upon which reasonable minds

might differ, and it is so totally devoid of merit that there was no reasonable possibility of reversal.” *Green River Cmty. Coll. Dist. No. 10 v. Higher Educ. Personnel Bd.*, 107 Wash.2d 427, 442–43, 730 P.2d 653 (1986) (quoting *Streater v. White*, 26 Wash.App. 430, 434–35, 613 P.2d 187 (1980)).” *Tiffany Family Trust Corp. v. City of Kent*, 155 Wa.2d 225 at 241, 119, P.3d 325 (2005)

DATED this ____ day of May, 2014.

Respectfully submitted,



H. Michael Finesilver (fka
Fields)
Attorney for Respondent
W.S.B.A. #5495

ADDENDUM

TO: CHICAGO TITLE INSURANCE COMPANY

ESCROW NO. 1101188

PROPERTY ADDRESS: 3757 WEST COMMODORE WAY
SEATTLE, WASHINGTON 98199 GENTLEMEN:

I HAND YOU HERewith A QUIT CLAIM DEED WHICH YOU ARE AUTHORIZED TO DELIVER
AND/OR RECORD SIMULTANEOUSLY WITH THE NEW DEED OF TRUST IN FAVOR OF VIKING BANK
EXECUTED BY MATHEW E. SCHNEIDER AND SYLVIA A. BOLTON.

IT IS UNDERSTOOD AND MY/OUR INTENTION TO CREATE COMMUNITY PROPERTY AND THAT
THAT TITLE BE VESTED IN

MATHEW E. SCHNEIDER AND SYLVIA A. BOLTON, HUSBAND AND WIFE

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THIS QUIT CLAIM DEED IS BEING PREPARED
AT THE REQUEST OF MATHEW E. SCHNEIDER AND SYLVIA A. BOLTON & VIKING BANK.

THE UNDERSIGNED ARE HEREBY ADVISED TO SEEK LEGAL COUNSEL REGARDING THE
EXECUTION AND RECORDING OF THE QUIT CLAIM DEED PRIOR TO CLOSING. CHICAGO TITLE
INSURANCE SHALL NOT BE HELD LIABLE OR RESPONSIBLE IN CONNECTION WITH THE
PREPARATION OR RECORDING OF SAID QUIT CLAIM, NOW OR HEREAFTER THE CLOSE OF
ESCROW.

DATED: 7.15.03

RECEIVED: _____, 20__.

CHICAGO TITLE INSURANCE COMPANY

BY: _____

WHEN RECORDED RETURN TO
MATHEW E. SCHNEIDER
3757 WEST COMMODORE WAY
SEATTLE, WASHINGTON 98199



CHICAGO TITLE INSURANCE COMPANY

QUIT CLAIM DEED

1101188

Dated: JULY 14, 2003

THE GRANTOR
MATHEW E. SCHNEIDER, HUSBAND OF -B1S

for and in consideration of
TO CREATE COMMUNITY PROPERTY

conveys and quit claims to
MATHEW E. SCHNEIDER AND SYLVIA A. BOLTON, HUSBAND AND WIFE

the following described real estate situated in the County of KING State of Washington,
together with all after acquired title of the grantor(s) therein:
Tax Account Number(s): 102503-9229-92

THAT PORTION OF GOVERNMENT LOT 5, SECTION 10, TOWNSHIP 25 NORTH, RANGE 3
EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF WEST LAWTON STREET AT A POINT WHICH IS NORTH
0°01'40" EAST 58.60 FEET FROM THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT;
THENCE NORTH 89°59'27" EAST ALONG SAID NORTH LINE 225.00 FEET;
THENCE NORTH 0°01'37" WEST TO THE SOUTHERLY LINE OF COMMODORE WAY, AND THE
TRUE POINT OF BEGINNING;
THENCE NORTH 81°54'37" WEST ALONG SAID SOUTHERLY LINE 58.00 FEET;
THENCE SOUTH 0°01'37" EAST 100.00 FEET;
THENCE SOUTH 81°54'37" EAST PARALLEL WITH THE SOUTHERLY LINE OF COMMODORE
WAY 58.00 FEET;
THENCE NORTH 0°01'37" WEST 100.00 FEET TO THE TRUE POINT OF BEGINNING.

MATHEW E. SCHNEIDER

STATE OF WASHINGTON
COUNTY OF KING

SS

ON THIS _____ DAY OF JULY, 2003 BEFORE ME, THE UNDERSIGNED, A
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND
SWORN, PERSONALLY APPEARED MATHEW E. SCHNEIDER KNOWN TO ME TO BE THE
INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND
ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND
VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

NOTARY SIGNATURE

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES ON _____.

COURT OF APPEALS, DIVISION ONE
OF THE STATE OF WASHINGTON

MATTHEW SCHNEIDER,)
)
Appellant,)
)
v.)
)
SYLVIA BOLTON,)
)
Respondent,)
_____)

DECLARATION OF SERVICE

2014 MAY 20 AM 11:21

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON

I, Amy Fields, state and declare as follows:

I am a legal assistant in the Law Offices of Anderson, Fields, Dermody, Pressnall & McIlwain, Inc., P.S. On the 20th day of May, 2014, I placed true and correct copies of the Response Brief with the United States Postal Service for delivery via US Mail and via Email to:

Kenneth R. Karlberg
Karlberg & Associates
909 Squalicum Way, STE 110
Bellingham, WA 98225
ken@karlberglaw.com
360.325.7777

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

DATED at Seattle, Washington, on this 19 day of May, 2014.

A handwritten signature in black ink, appearing to read 'Amy Fields', written over a horizontal line.

Amy Fields

Anderson, Fields, Dermody, Pressnall &
McIlwain, Inc., P.S.
207 E. Edgar Street
Seattle, Washington 98102
(206) 322-2060