

71020-6

71020-6

No. 710206

**COURT OF APPEALS  
DIVISION I OF THE STATE OF WASHINGTON**

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**WALTER PAGE**

**Appellant,**

**v.**

**RAYMOND HOVICK and JACQUELINE HOVICK,**

**Respondents'**

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**APPELLANT'S BRIEF**

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## TABLE OF CONTENTS

	Page
<b>INTRODUCTION</b>	i
<b>ASSIGNMENTS OF ERROR</b>	I.
<b>ISSUES PERTAINING TO ASSIGNMENTS OF ERROR</b>	1.
<b>1. Court Does Not Have Jurisdiction</b>	1.
<b>2. Judge Churchill Cannot Preside as a Jurist</b>	17.
<b>3. Court, Opposing Counsel Have Mischaracterized a Settlement Agreement, - as a Divorce By Trial</b>	20.
<b>4. Respondent has Admitted in Superior Court He Does Not Possess a Legal Deed.</b>	25.
<b>5. Purported Stipulation</b>	28.
<b>STATEMENT OF THE CASE</b>	32.
<b>SUMMARY OF ARGUMENT</b>	34.
<b>ARGUMENT</b>	37
<b>CONCLUSION</b>	43
<b>CERTIFICATE OF SERVICE</b>	
<b>TABLE OF AUTHORITIES</b>	
<b>APPENDICES:</b>	
<b>Appendix A: Island County Superior Court Docket, Case # 97-3-00436-3 Settled By Parties and / or Agreed Judgment</b>	
<b>Appendix B: Exhibit H-1, Case # 97-3-00436-3</b>	

**Appendix C: The Business of Churchill & Associates,  
George & Vickie Churchill**

**Appendix D: Island County Assessor, Property Search of  
George & Vickie Churchill**

**Appendix E: Verbatim, Motion for Reconsideration, Motion for Recusal**

**Appendix F: Corporations of George & Vickie Churchill**

**Appendix G: Quit Claim Deeds - Powers of Attorney,  
George & Vickie Churchill**

**Appendix H: Verbatim of Anneliese Johnson, Attorney for Hovick's  
April 23, 2010. Pg. 21**

## INTRODUCTION

On November 5, 1999, Walter and Debra Page entered to Island County Superior Court a Settled Agreement to divide their assets and real property. The real property located on Whidbey Island are the subject of this lawsuit. It was agreed and documented that the subject property was to be held as Tenants in Common, until such time as a division or a sale was agreed between the two parties subject to the Dissolution Agreement. It was therefore mutually agreed and documented that (CP 164-173, Section 3.13) "Both parties shall execute whatever documents are necessary to carry out the transfers and distributions order herein." Ms. Page unilaterally sold the Common Property on September 22, 2000, to the Respondents of this lawsuit, Raymond and Jacqueline Hovick. The Respondents are now suing Walter Page, Appellant, for quiet title to the two subject properties of this lawsuit.

Because the court does not have the jurisdiction of the Settlement Agreement including the two subject properties, the court is barred from awarding quiet title, contrary to a ratified Settlement Agreement.

Now comes Walter Page demanding a Mistrial of the Superior Courts issuance of Summary Judgment and quiet title over the two subject properties, of which the Superior Court does not have jurisdiction of. An Agreement between the parties and approved by the court, cannot be later modified.

## **I. ASSIGNMENTS OF ERROR FOR MISTRIAL**

- (1.) Court does not have jurisdiction in this matter.
- (2.) Judge Vickie Churchill cannot preside as jurist in this lawsuit for the obvious reason she is violating Canon 1, Canon 1.1, Canon 1.2, Canon 2.11, RCW 4.12.040, .050.
- (3.) Court, Opposing Counsel, and Court of Appeals has mischaracterized the Settled Agreement (Island County Superior Court 09-2-00492-1) of Walter and Debra Page as a Divorce by Trial, whereas it is well documented that the “Agreed Settlement” of the two parties exists. Separate and distinct entities. The court does not have the freedom to ‘change’ an Agreement between the parties.
- (4.) Respondent has admitted in Court that he does not possess a valid and legal deed, RCW 64.04.010, .020.
- (5.) Purported Stipulation: Opposing counsel have admitted to court a purported ambiguous stipulation that is unexecuted, undated, not of record, with Attorney’s that are not of representation, voided and forged.

## II. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

### (1.) Court Does Not Have Jurisdiction In This Matter

The court does not have jurisdiction over the properties at bar in the question in *Hovick v. Page*, whereas the Superior Court did not assume jurisdiction over the same properties in *Page v. Page*, documented and recorded, *an "Agreed Property Settlement."* (Appendix A.) The court recorded docket reads as follows:

**Court Docket Case # 97-3-00436-3, PAGE v. PAGE, 'Dissolution with Children:' Resolution: "SETTLED BY PARTIES AND OR AGREED JUDGMENT" (APPENDIX A)**

The Superior Court in *Hovick v. Page* fails to have the privilege to address a Quiet Title action - for prior lack of jurisdiction over the subject properties in the Agreed Settlement of *Page v. Page*.

RCW 26.09.080, Disposition of Property and Liabilities, - Factors.  
"In a proceeding for dissolution of marriage....by the court....lacked jurisdiction to dispose of the property, the court shall...considering all relevant factors including;

- (1.) The nature and extent of the community property;
- (2.) The nature and extent of the separate property
- (3.) The duration of the marriage.
- (4) The economic circumstances of each spouse...the family home or the right to live therein....with whom the children reside the majority of the time.

The properties in this agreement are owned in entirety (Decreed) by Walter Page and Debra Page as Tenants in Common. This was the mutual

understanding and wishes of the two parties and documented and ratified in the Agreed Property Settlement, entered 11/05/199, Island County Superior Court # 97-3-00436-3. (APPENDIX A)

MARRIAGE OF MUDGETT, 41 Wn. App 337; “A court may not create a contract for the parties which they did not make themselves. It may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties.”

This court (nor the Superior Court) are not at liberty to change the Agreed (and decreed) Property Settlement.

See KINNE v. KINNE, 82 Wn.2d 360, (1973) “Alimony decreed by the court can be modified on subsequent application of a party to the divorce, whereas property settlement provisions cannot RCW 26.08.110. It is the rule in this jurisdiction...however, the disposition of property made either by a divorce decree or by agreement between the parties and approved by the court cannot be so modified. Thompson v. Thompson 82 Wn.2d 352, Messersmith v. Messersmith, 68 Wn.2d 735,

See *IN REMARRIAGE OF MUDGETT, SUPRA.* 41 Wn. App 337, 704 P.2d 169 (1985)

“In MUDGETT, the trial court had entered a decree of dissolution, incorporating a property settlement agreement which awarded the marital residence to the wife “[s]ubject to a non-interest bearing lien in favor of the husband to be paid when the residence is sold” MUDGETT at 338. There was no provision setting a date by which the residence had to be sold. Three years later Mr. Mudgett brought an action for partition of the property and declaratory relief. In affirming a dismissal of the action, the Court of Appeals held that a declaratory judgment was not available to question an ambiguous decree, such as the one at issue, and that Mr. Mudgett was collaterally estopped from questioning the decree’s provisions.”

Ms. Page, Fidelity National, and the Hovicks counsel have distorted an Agreed Settlement to disguise this mutual agreement to the courts as a

divorce by trial. This is a false distortion of the facts and furthermore a distortion of the truth by opposing counsel. Lying to the court equals Fraud. Ms. Page also fraudulently purported to transfer the common property unilaterally, without the execution of Walter Page, in direct conflict of the Agreed Judgment.

As in *Firth v. Hefu Lu*, 146 Wn.2d 608 En Banc. 2002, “A grantor of property can convey no greater title or interest than the grantor has in the property.” [3] “By its plain language RCW 64.04.010 applies only to the following agreements: (1) actual conveyances of title or interests in real property; and (2) agreements that create or evidence an encumbrance of real property. If an agreement falls into either of these categories, it is enforceable only if executed in the form of a deed.” My emphasis.

*Firth v. Hefu Lu* further states; “Summary Judgment is proper only when pleadings, depositions, admissions, and affidavits show there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. The applicability of the statute of frauds to this transaction is a question of law.”

Ms. Page, Fidelity National, and Mr. Hovick fraudulently misrepresented that Page v. Page was a divorce by trial, even due to the facts that it is Recorded, documented, executed and ratified that Page v. Page is an Agreed Settlement of the parties. (APPENDIX A) This fact cannot be denied.

The Hovick’s (Plaintiffs) are merely ‘Straw men’ in this case at bar. The true Plaintiffs are Fidelity National Title Group as demonstrated by the

“Billing Instructions” provided by opposing counsel, Inslee Best. (CP 78 - 105.) Inslee Best clearly shows their Client as Fidelity National Title Group, including the billing address of Fidelity National.

The Hovick’s (Fidelity National) cannot approach the court begging for a quiet title from Walter Page, when they failed to secure a conveyance from Walter Page upon their purchase, but rather disregarded the Property Settlement Agreement of the Parties of the dissolution. Their recorded conveyance clearly spells out in plain language “Both parties shall (absolute) execute whatever documents are necessary to carry out the transfers and distributions order herein.” (CP 164-173@ Section 3.13) Section 3.13, C. are the most important paramount words in the Decree, as to the Agreed Settlement. The Hovick’s argument clearly lies with Fidelity National for Fidelity National’s failure to secure both signatures or a quit claim, not Respondent Walter Page who was never requested to join conveyance of Hovick’s deed or quit claim to Debra Page. (CP 76 -77, CP 74 - 75)

RCW 64.04.030, Warrantee Deed, Form and Effect: “Warrantee deeds for the conveyance of land.....‘The grantor...for and in consideration....Every deed in substance in the above form, when duly executed,....(1.) That at the time of the making and delivery of such deed he or she was *lawfully* seized of a *indefeasible estate* in fee simple, (3) that he or she warrantees to the grantee...the quiet and peaceable possession of such premises, and will defend the title thereto against all persons who may lawfully claim the same. My emphasis.

Mr. Hovick's complaint is not with Walter Page for the reason Walter did not warrant Hovick's deed. Walter did not warrant Hovick "the quiet and peaceable possession..." and Walter is not liable to defend Mr. Hovick's purported deed. Mr. Hovick is merely "digging where there are no potatoes." The Island County Superior Court does not have jurisdiction over the subject properties, therefore Mr. Hovick's request is fruitless and without merit. Island County Superior Court's only inherent duty is; "Interpretation of the reviewing court must be based upon the intent of the parties as reflected in the language of the decree." KINNE v. KINNE 82 Wn.2d 360. Section 3.13 (Decree) "Both parties shall execute..." (CP 164-173 @ Section 3-13) This was the executed and initialed and final intent of the parties. This fact cannot be denied.

As demonstrated, (CP 76-77) Walter Page has a recorded Full Deed of Reconveyance on 8/08/2000, 30 days prior to the Hovick's purchase. A simple search of the recorded Titles/ownership of the subject properties would have been revealed in this most relevant fact. Did Mr. Hovick not request a Title Search prior to his purchase? A title search of the properties would be obvious proof that Walter and Debra Page were issued a Full Deed of Reconveyance 30 days prior to his purchase. (CP 76-77) A Title Search would have revealed that the Lake of The Woods properties were titled in the

names of four individuals, as Tenants in Common. (CP 69-70.) This fact cannot be arbitrarily changed or overlooked in view of RCW 64.04.010. A view of Mr. Hovick's executed deed will clearly show Walter Page's signature line / conveyance, is clearly lacking on the Hovick's deed, (CP 74-75) including the fact there is no conveyance of the Lake of The Woods property, indirect violation of RCW 64.04.010, .020. The concealed sale of Walter Page's properties was executed with malice. Mr. Hovick cannot sue Walter Page for something Mr. Hovick, Ms. Page, or Fidelity National failed to commence themselves. Laissez Faire

In MARRIAGE OF MUDGETT, 41 Wn. App.337 (1985) "Where there is a unilateral mistake, courts will not invoke their equitable powers to aid a party who was the sole cause of his misfortune."

Before this court, are two (wrong) parties, notwithstanding, - the court does not have jurisdiction of the properties included in the Property Settlement Agreement. Mr. Hovick should be suing his title Company for a clear title which he inspired to purchase, or the title company (Fidelity National) should be suing Ms. Page for transferring an unmarketable title without compliance of statute RCW 64.04.010, .020. The possibilities of a legal conveyance are very well defined RCW 64.04.010,.020, however the Hovick's cannot plead to Walter Page for Quiet Title ten (10) years after his purchase and (3) three years beyond the statute of limitations, RCW 7.28.050,

for Mr. Hovick's failure to examine the nature of subject property, of which he had ample opportunity at the time of his purchase or prior to his purchase.

As in MUDGETT, 41 Wn.2d 337, "...courts will not invoke their equitable powers to aid a party who was the sole cause of his misfortune."

The courts do not have the prerogative to change an Agreed Property Settlement - after adjudication and ratification. RCW 64.04.010, .020. RCW 26.09.070.

See BYRNE v. ACKERLUND, 108 Wn.2d, 445, "The court may not add to the terms of the agreement or impose obligations that did not previously exist." MUDGETT, at 341; SEE ALSO SCHOENWALD v. DIAMOND PACKING CO. 192 Wash. 409, 419-20 73 P.2d 748 (1937). "Nor can a court make a contract for the parties based upon general considerations of abstract justice." WAGNER V. WAGNER, 95 Wn.2d 94, (1980)  
See SEARS v. RUSDEN 39 WN.2d 412 @ [2] "As to community property not disposed of by an interlocutory order of divorce, the parties become tenants in common."

The Respondents, and their wordsmiths, have chosen another terminology (and court intervention) for "their" lack of conveyance. 'Quiet Title.' (Mr. Hovick's first request was for a Quitclaim, now, he is requesting a Quiet Title from Walter Page.) The Hovick's lawsuit is fraudulent, frivolous and without merit!

This lawsuit fails to be a Quiet Title action, for the reason Walter Page's name is plainly on the original deed, and Walter Page is the recorded owner by deed (CP 71-73) (CP 69-70) (CP 76-77) and has never relinquished

his ownership to the two properties, RCW 64.04.010. Furthermore, (CP 69-70) demonstrates the property 'Lake of the Woods' is previously held as Tenants in Common prior to Hovick's purported purchase. Mr. Hovick's failure to read his recorded conveyance and court ordered Property Settlement Agreement, is of his own failure. The courts cannot issue a Quiet Title when the Agreed Property Settlement (that was issued, acknowledged and ratified by the Superior Court) describes that "Both parties shall execute..." therefore, the courts have already spoken and ratified this matter. (CP 164-173) (Mr. Hovick is barred for Quiet Title by Collateral Estoppel.) Both parties DID NOT execute Mr. Hovick's deeds. (CP 74-75) Mr. Hovick's relief cannot be administered in the form of a Quiet Title whereas the Superior Court has ruled in the year of 1999, the complete opposite, and Mr. Hovick's deed is clearly lacking Walter Page's transfer or execution. (CP 74-75) Mr. Hovick / Fidelity National need to look in their own pockets or elsewhere for relief of their blunders, not Walter Page who has done *Nothing in the Wrong* - but answer their complaint and frustrations, concerning *their* disobedience of the Laws of Washington State. *The Plaintiff's lawsuit "is frivolous"* to sue for Quiet Title or Quitclaim *they* were clearly directed and decreed in the recorded conveyance *they* executed, and failed to heed or accomplish! (CP 74-75) NOT Walter Page! (This would be elementary law, - especially for

“The Largest Title Company in the World!”) The trial court cannot issue a Quiet Title ruling in a previous adjudicated matter (Page v. Page) of a Settled Property Agreement when the trial court did not assume jurisdiction over the properties in Page v. Page, therefore cannot assume jurisdiction of the same subject matter, - in Hovick v. Page for Quiet Title. Collateral Estoppel.

“Property Agreements are non-modifiable.”

In KINNE V. KINNE, 82 Wn.2d, 360, (1973) “While alimony provisions of a divorce decree are subject to subsequent modifications upon a proper showing, property dispositions of a divorce decree are non-modifiable.”

In BYRNE v. ACKERLUND, 108 Wn.2d 445, “If Byrne had intended to have the power to force a sale of the property, the agreement, which was drafted by her attorneys, should have specifically provided for such.”

Ms. Page and her attorney clearly drafted, executed and Judge Churchill executed and ratified Section 3.13 © of the Decree. (CP 164-173) Ms. Page and her attorney were well aware of the provision that “Both parties shall execute...” executed their approval and acknowledged her clear and present understanding of the agreement to this fact, furthermore initialing her approval on the lower bottom right hand corner on each and every page of this Decree, unlike Walter Page. (CP 164-173) It cannot be argued that Ms. Page and her attorney were not aware of this provision. If Ms. Page or her attorney had intended Ms. Page could sell the common Homestead unilaterally without Walter’s execution, their striking of this provision would

have been far more convenient prior to judgment, however this was not the mutual agreement, therefore, the provision is present and remains. Again, if Ms. Page and her attorney did not agree that Ms. Page *could not* sell the Homestead unilaterally, she clearly had the option to Appeal the Decree prior to her sale to Mr. Hovick or listing the property for sale, however this was not the mutual agreement, therefore, no Appeal.

Collateral Estoppel; - Lack of Jurisdiction; - Mistrial:

The case at bar cannot be ruled as a Summary Judgment for the courts did not have the jurisdiction over the property in question prior to Summary Judgment, therefore the court does not have jurisdiction post judgment. If Ms. Page (or Mr. Hovick / Fidelity National) wanted the property settlement to read different, she (they) had ample opportunity to change the wording prior to her and her Attorney's execution, or had simply appealed the decree prior to her 'listing' the subject homestead properties for sale, or prior to transferring unmarketable title.

In *BYRNE v. ACKERLUND*, 108 Wn.2d, 445, "A property settlement agreement incorporated into a dissolution decree that was not appealed cannot be later modified."

Hovick cannot return to Walter Page, or the court and beg for another bite of the apple due to his ignorance of these questions, however perhaps he'll rethink his choice of Title Companies who's job it is to research these

matters. These facts are Elementary, -Law of Property 101.

As per KINNE V. KINNE, 82 WN.2D 360 En Banc, (1973) "... property dispositions of a divorce decree are un-modifiable."

REMARRIAGE OF MUDGETT, 41 Wn. App. 337, 704 P.2d 169  
Where there is a unilateral mistake, courts will not invoke their equitable powers to aid the party who was the sole cause of his misfortune."

Hovick had ample opportunity to question his title, or his title company prior to his purchase. Hovick certainly would not purchase a vehicle if two names were imprinted on the original title and only one persons execution, transferring the vehicle? If in fact he purchased this property legally, why would he return ten years later to beg for Walter to issue the execution of a quitclaim?

As per SEARS v. RUSDEN, 39, Wn.2d 412,

"The division of property made by an interlocutory order of divorce is final and conclusive upon the parties, subject only to the right of appeal." "The parties to a divorce action became tenants in common of community property not disposed of by the interlocutory order of divorce, since the court did not exercise it's jurisdiction over such property." "When the court ...ratified and approved the property settlement made by the parties, it constituted a division of the property with like effect a if made by the court pursuant to Rem. Rev. Stat. (Sup.) 988."

Refer to *Byrne v. Ackerlund*, 108 Wn.2d 445, 739 P.2d 1138, 1987.

The Court of Appeals held that 'the divorce decree did not dispose of the property with finality;' and 'remanded for the setting of a date for sale of the

property *or for an accounting as a basis for payment of the judgment.*’ The Supreme Court ruled that the decree finally disposed of the property, and reinstated the summary judgment, therefore adjudicated. The case surrounds a divorced woman sought a declaratory judgment to require the sale of property which was awarded to her husband and upon which she had a lien for a share of the sale proceeds. The decree did not set a date by which the property must be sold.

In the case at bar, the Agreed Property Settlement / Decree is very clear that “Both parties shall execute... or return to Island County Superior Court for resolution.” The mutual Agreed Settlement was explicit NOT to set a date, a year, a price or time to transfer or WHO would execute a deed from one to the other. (Ms. Page or Walter Page were very careful not to specify that the house, lake property or the vessel/licenses HAD to be sold.) However, the decree WAS explicit that ‘BOTH PARTIES’ were bound that PRIOR to transferring or selling of ANY PROPERTIES/ASSETS, that ‘Both Parties SHALL EXECUTE.

The decree clearly spelled the fiduciary duties of the responsibilities pertaining to the Tenants in Common. see, EXHIBIT H-1 of the Decree, **(APPENDIX B)**

“As to the real property located on Deer Lake Road....the respondent

(husband) shall pay the house payments to Interwest Bank until the mortgage is paid in full. If the house is sold prior to the mortgage being paid off, the husband shall continue to pay the wife \$458.00 per month until he has paid her the amount that was owing on the mortgage at the time of sale of the house closed. The respondent shall also be responsible for paying the insurance payments on said property for 18 months or until said property is sold, whichever occurs first. Payoff figures as of October 6, 1999 are reflected in Exhibit D. Interest rates.....”

The wording is crystal clear so that a layman could understand it's meaning. **“IF** the house is sold...” (Does not specify a date of sale or a pending date of sale, or who would be responsible for the listing if the parties decided to sell the properties.) “Respondent shall be responsible for paying insurance...for 18 months...whichever occurs first” Again; it doesn't take a rocket science to figure Respondent is required to make insurance payments for 18 months, **“or until**.....whichever occurs first.” Bottom line! 18 months, and then Ms. Page shall be responsible for paying insurance payments to insure property and dwelling of the common property of which she resides, and Walter would continue to make the house payments, “until the mortgage is paid in full.” This is the executed and initialed intension of the parties.

[Notation] It is an interesting fact that Ms. Page paid the house in full, unilaterally securing a Deed of Trust Note from her attorney, (CP 59-63) so that Walter Page would not be informed by the creditors of the pending sale of the Homestead. Fraud and Malice.

To establish the point of clarification of the Agreed Property Settlement, Walter and Debra Page mutually agreed to share the ownership of the Deer Lake Property as Tenants in Common, so the siblings of a twenty-five year marriage would always have a home to live, and Walter would become liable and decreed to make the mortgage payments “until the mortgage is paid in full,” and the insurance payments would be paid “for eighteen months,” UNLESS a MUTUAL need to sell the properties should arise. (A roof over my ex-wife and children’s heads.) It was the agreement of the parties that the children could always return to their home therefore “Both parties shall execute...or resolve in court.” (As the court may surmise, Ms. Page was a confirmed drug addict. Unless requested, it is not my intention to expose this confirmation to the court.) As explained by example, the Agreed Property Settlement was “structured” NOT ‘to dispose of the property with finality,’ - nor specifically a ‘Quit Claim’ from one to another. ***This is the reason - it is an “Agreed Settlement,” and not a Divorce by Trial.*** Because as indicated prior (drugs), Ms. Page was not of state of mind to enter to a trial whereas her condition of health and children’s welfare would be revealed. As demonstrated by this lawsuit, this language “Both parties shall...” is to protect the children and Walter from this very incident that has happened. One person unilaterally selling properties not intended to

sell or part. Nothing in the Decree / Agreed Property Settlement, remotely suggests that Walter Page (or the children of the marriage) could not purchase the properties from ex-wife Debra Page, - if he or Siblings, if willing to pay the highest price, or ex-wife wanted to move forward, however it is guaranteed and decreed that Ms. Page could not sell the homestead without the execution of Walter Page. Nothing in the decree remotely suggests that the wife (or siblings) could not reside in the residence as long as they shall live, (and the husband shall pay Interwest Bank...insurance...etc.) Nothing in the decree remotely suggests that a new recorded title be drawn to the common properties, (including the vessel/licenses) - and that the ownership will be held in the name of Debra Page, (an insurance company will not insure a house to Walter, - if Ms. Page holds the title.) Nothing in the decree (or the Law) suggests that Debra could sell the homestead unilaterally WITHOUT court intervention, however what is written and mutually agreed, “Both parties shall execute...or resolve in court” This mutual agreement is executed, ratified and decreed!

See BYRNE v. ACKERLUND, 108 Wn.2d 445, “The court may not add to the terms of the agreement or impose obligations that did not exist.” MUDGETT, at 341.”

As in BYRNE v. ACKERLUND, it is noted that two parties may agree not to sell the homestead of the children as per a “Fire Sale” to appease

the courts.

“Indeed, divorcing parties may perceive mutual advantages in a lien/title form of disposition. Where for example, the parties’ principle wealth consists of equity in a home, this arraignment may be the only practical means of dividing that wealth without forcing the sale of the property. Since a home often possesses value beyond pure economic value to its owners, the parties to a dissolution may both wish to avoid a forced sale and accordingly compensate the party who does not obtain title.”

In the subject properties at bar, does the court assume Walter Page would relinquish the most valuable asset and homestead of the community and the future of my children, - to a confirmed drug addict, without court intervention? - Without equal distribution of the community assets? Notwithstanding, - encumbering my vessel and licenses to the whims of an drug addict looking toward the next “Fix?” The only Stop Gap to prevent this is that “Both parties shall execute...” Are the courts no longer accountable for their documented record, to falsely misread a **simplistic statement** such as “SETTLED BY PARTIES AND/OR AGREED JUDGMENT (Appendix A) in favor of the largest Title Company in the World who’s single most important job is to research conveyances? It is as plain as day to see that it is Fidelity Nationals fault for not adhering to the judicial decree. I am sorry, ...but the Court has the WRONG parties before it. The trial court did not assume jurisdiction over Page v. Page’s community properties, therefore the trial court cannot assume jurisdiction over the same common properties in

Hovick v. Page. Page v. Page has been adjudicated whereas Both parties shall execute. Collateral Estoppel, Mistrial

**(2.) Judge Churchill cannot preside as a jurist in this lawsuit.**

Judge Vickie Churchill and her husband jointly own Churchill and Associates, Inc. Realtors & Property Management, and have been in business in Oak Harbor of Island County WA, since 1976. (APPENDIX C) Their exclusive closing Title Company of choice is Chicago Title / Fidelity National, of Oak Harbor WA, - the true plaintiffs, and financiers - in this case at bar. (APPENDIX D) Chicago Title, wholly owned and parented by Fidelity National Title Insurance Group, purchased Island Title Company/Chicago Title in the year of 2000, "creating the largest title insurance organization in the World." See Verbatim, November 4, 2013.

**Canon 1: A Judge shall uphold and promote the Independence, Integrity, and Impartiality of the Judiciary, and shall avoid Impropriety and the Appearance of Impropriety.**

VERBATIM REPORT OF PROCEEDINGS, (Motion for Reconsideration, Motion for Recusal) March 28, 2011. (APPENDIX E) (CP 46 - 49)

Pg. 3, Line 6, Walter Page: "The second motion is a motion to request that you recuse yourself from this case. I've been notified and found out that you are the owner of a real estate brokerage. (In Island County)

Pg. 3, Line 10, Court: "No I am not. That's a separate property of my husband's."

Pg. 3, Line 12, Walter Page: "Your livelihood is derived from the Plaintiff's

Chicago Title. And your business relies on the Plaintiff's securing a judgment in this case. Your business would probably dissolve without a title company since Chicago Title and the Plaintiffs underwrite your clients. Therefore I am requesting that you recuse yourself from this case. You have entered a judgment against the laws of Washington State."

For a Judge of the Superior Court who presides over thousands of Dissolution actions in Island County to mention that her business is 'separate property' of her husbands, is laughable. There is "no such thing" as separate property when ownership is "Husband and Wife." The "APPEARANCE OF IMPROPRIETY" cannot even pass the smell test in this instance.

'Actual improprieties include violation of law, court rules or provisions of this Code. The test for appearance of impropriety is whether the conduct would create in reasonable minds a perception that the judge violated this code or engaged in other conduct that reflects adversely on the judges honesty, impartiality, temperament, or fitness to serve as a judge.'

*Supreme Court Task Force on the Code of Judicial Conduct, Sept. 2009*

**CANNON 2.11 (2) Disqualification:**

(2)(a) "The judge knows that the judge, *the judges spouse*, ...or a person within the third party degree of relationship to either of them, or the spouse...is: a party to the proceeding, or an officer, director, general partner, ...of the party;"

It is well documented and qualified that Judge Churchill and her husband George Churchill govern (18) eighteen Corporations of Real Estate Holdings, in Oak Harbor WA. (APPENDIX F) (CP 46-49)

It is well documented and qualified that Judge Churchill and her husband George Churchill have exchanged Quit Claim Deeds, Powers of

Attorney, Properties between themselves and partners, showing Island Title/Chicago Title /Muleskinners/etc as the beneficiaries of the recorded documents in over (400) four hundred documents, and over (\$4,000,000.00) four million dollars of Real Estate assets. Muleskinners Inc. is a “Shell Corporation” designed to protect the assets owned by Vickie and George Churchill, president, chairman & secretary. (Appendix G) To proclaim before the court that ‘this is a separate property of my husbands,’ is a ‘*slap in the face*’ pertaining to the Integrity and Impartiality of the Judiciary.” Judge Churchill’s affiliation clearly establishes the appearance of impropriety.

#### **CANON 2.11 (3) DISQUALIFICATION;**

“The judge knows that he or she, individually or as a fiduciary, or the judge’s spouse...residing in the judge’s household, has an economic interest in the subject matter in controversy...”

RCW 4.12.030, GROUNDS FOR AUTHORIZING CHANGE OF VENUE:  
(4) That from any cause the judge is disqualified; which disqualification exists in either of the following cases: In an action or proceeding which he or she is a party, or in which he or she is interested; when he or she is related to either party by consanguinity or affinity, within the third degree; my emphasis

#### **CANON 2.11 (6)(d) DISQUALIFICATION;**

**‘The judge previously presided as a judge over the matter in another court.’**

Judge Churchill executed the original decree in Page v. Page on 11/05/1999. (CP 164-173). Walter Page subsequently appealed the original decree on 11/01/2000, due to fraud and his attorney’s unauthorized signature.

(a final order of this hearing was never issued.) On 8/31/2001, Judge Churchill disqualified herself (CP 110), due to a conflict of interest. ‘The judge previously presided as a judge over the matter in another court;’ Therefore, Judge Churchill recused herself in the appeal of Page v. Page, (CP 110) and cannot return to preside over the same matter in Hovick v. Page.

**(3.) Court, Opposing Counsel, and Court of Appeals has Mischaracterized the Settled Agreement, - as a Divorce by Trial**

On November 5, 2012, the Appeals Court issued a ruling stating:

“In a dissolution proceeding, the trial court “has practically unlimited power over the property, when exercised with reference to the rights of the parties and their children.””

The Court of Appeals would be wrong in their characteristic categorizing of Page v. Page as a “Trial Court.” Their fictitious categorization of Page v. Page is in complete opposite of the record. The record is very clear that there was NOT a trial court, the court DID NOT have personal jurisdiction of the community property, but rather an “Agreed Settlement,” WITH REFERENCE to the RIGHTS OF THE PARTIES AND THEIR CHILDREN.

The Court of Appeals goes on to state:

“A dissolution decree “operates not only to vest in the spouse designated the property awarded to him or her, but to divest the other spouse of all interest in the property awarded, except as the decree may otherwise designate.” (my emphasis.)

I would bring to this courts attention that THIS property settlement agreement

does not divest or vest ANY of the interests of the community properties, but rather designates and shares the responsibilities of the parties; “Both parties shall execute..” Tenants in Common UNTIL one party executes a deed - to the other! Shared Responsibility. (The law does not discriminate between Man v. Woman, - Black v. White.)

See *Sears v. Rusden*, 39 Wn.2d 412, holding that;  
“The divorce [property settlement agreement] does not vest or divest title, the title does not remain in abeyance, and it must vest in the former owners of the property as tenants in common.”  
“It [the property settlement agreement] became more than the stipulation of the parties - it became the courts disposition of the property...binding on the parties and merged in the decree.”

I would draw the attention of the Court to Section 3.13(c) of the Decree, (CP 164-173) which clearly designates the wishes and the vesting of properties to the parties and the children of the Decreed Settlement:

“Both parties shall execute whatever documents are necessary to carry out the transfers and distributions order herein. Any disputes concerning the requirements of this order shall be presented to the court for resolution.”

This paragraph was designed that one party could not sell the common properties, ie. Commercial Property, Residential Property, Recreational Property, Income Property, Commercial Fishing Vessels, Commercial Fishing Licenses, Vehicles, ANY and ALL community property prior to the dissolution, was to be common property AFTER the dissolution. This WAS the mutual wishes of the two parties of the dissolution, and executed this

agreement by Debra Page, Judge Vickie Churchill, Lawyer Jacob Cohen and Lawyer Clark Harvey. Now, - the court now comes forward and wishes to fictionalize an Agreed Property Settlement, mischaracterized into a Divorce by Trial? The courts are bound by the Record & the Laws of Washington State! The facts are documented, - and the Court cannot change the facts! MISTRIAL! Every single person that was involved with this Agreement, has agreed and executed their mutual agreement, that 'Both parties shall execute,' EXCEPT the Court of Appeals and the Superior Court, in Hovick v. Page. The court does not hold the power to change what has been adjudicated and Mutually Agreed, without the approval of the parties subject to the Agreement, (and the courts do not have the jurisdiction to change a Settled Property Agreement.)

MUDGETT, SUPRA, 41 Wn. APP 337, 704, P2.d 169, (1985) "A court may not create a contract for the parties which they did not make themselves. It may neither impose obligations which never existed, nor expunge lawful provisions agreed to and negotiated by the parties."

Fidelity National / Mr. Hovick, or Opposing Counsel does not possess the power to change an Property Agreement ratified and agreed by the court and the parties. These properties were designated to be held as Tenants in Common (automatically) between Walter and Debra Page and Walter Page was decreed to make the house and insurance payments so that his children and ex-wife would always have a home free of encumbrances, and the

properties could be used to further the children's education. There was NOT a Quitclaim drafted or entered, there was NOT a division of the properties by the trial courts, the trial court did not exercise it's jurisdiction over the parties properties, RCW 26.09.080, therefore the properties in question, - reside as Tenants in Common. See *Sears v. Rusden*. 39 WN2.d, 412, Supreme Court, September 20, 1951.

"If the property rights of the parties are not thus brought before the court in some appropriate manner, such rights are not, and cannot, be affected by the decree. Philbrick v. Andrews, 8 Wash. 7, 35 Pac 358. Where no disposition of the property rights of the parties is made by the divorce court, the separate property of the husband prior to the divorce becomes his individual property after divorce, the separate property of the wife becomes her individual property, and from the necessities of the case, their joint or community property must become common property. After the divorce there is no community, and in the nature of things there can be no community property. The divorce does not vest or divest title, the title does not remain in abeyance, and it must vest in the former owners of the property as tenants in common."  
My emphasis.

AS THE DECREE AND LAWS OF WA STATE PLAINLY  
DICTATE, (RCW 64.04.010,) TENNANTS IN COMMON - BOTH  
PARTIES SHALL EXECUTE!

"It [the property settlement agreement] became more than the stipulation of the parties - it became the court's disposition of the property - and the reciprocal rights and obligations as set forth therein were definite, binding on the parties, and merged in the decree." my emphasis

See *Byrne v. Ackerlund*, 108 Wn.2d, 445.

[2] "A property settlement agreement incorporated into a dissolution decree that was not appealed cannot be later modified." RCW 26.09.170.  
Nevertheless, the decree, or agreement merged therein, may be subject to a declaratory action to ascertain the rights and duties of the parties. A declaratory action is proper only where the language is ambiguous, or where a

party seeks to divide property not disposed of by the trial court at the time of dissolution.”

i.e. The courts are not at liberty to modify a Property Agreed Settlement, - only the parties subject to the decree can ascertain the rights and duties therein! Not Mr. Hovick, Not Fidelity National, Not the Superior Court in a Summary Judgment of Quiet Title, Not the Appeals Court! The language to this Agreement is NOT ambiguous; “Both parties shall execute..” plain, simple, absolute.

Opposing Counsel were untruthful to the Appeals Court in their previous brief, entered October 28, 2011. I will quote from their Brief:

“Appellant Walter Page (Page) and his ex-wife, Debra Page, divorced. The Island County Superior Court awarded real property located in Island County to Debra Page. Debra Page then sold the property to Respondents Raymond and Jacqueline Hovick (the Hovick’s.)”

Opposing Counsel goes further to say; “Page also concedes in his appellant brief that the divorce decree constitutes an order and judgment and that, at least when there is a trial, a court is empowered to transfer property through its orders.”

(This would be a true statement - IF there were a trial! However No trial, No empowerment!)

This opening statement cannot be further from the truth! Walter and Debra Page entered an “Agreed Property Settlement” and the Superior Court DID NOT award community property to “ANYBODY.” Rather the two parties subject to the decree, agreed NOT to intervene the court for personal

jurisdiction of the community properties, - but rather hold ALL the community properties, (even the Alaska properties) as Tenants in Common. Automatic. This fact is well documented. There was **no trial** (as falsely suggested by counsel) therefore the court is NOT empowered to transfer property through it's orders, if the court does not have personal jurisdiction from the conception. An AGREED SETTLEMENT.

It is very frustrating how many times or how many ways I have to keep repeating myself for the benefit of the courts and counsel whereas the record is proof, - **There was not a trial! The court did not have personal jurisdiction over the properties of Walter & Debra Page! RCW 26.09.080 is NOT applicable in this matter! The subject matter of the case at bar involves a Mutually Agreed Property Settlement and the courts do not have the power to divide the personal interests of the parties, - to benefit Fidelity National's foolish misconception. RCW 26.16.120. MISTRIAL!**

If the court or counsel can produce a trial, why can't they show the RECORD of this trial? -- Because there is NO TRIAL!

**(4.) Respondent has Admitted in Superior Court he Does Not Possess a Valid and Legal Deed as per RCW 64.04.010, .020.**

The Respondent has already admitted in Superior Court that he does

not possess a legal deed. (APPENDIX H)

On 4/23/2010 Case # 09-2-00492-1, Verbatim Report of Proceedings, Pg. 21, Line 16, Ms Johnson, Attorney for Respondent;

“We would be more than willing to settle this case through the preparation of a quit claim deed to be signed by Mr. Page and filed with the Island County Recorders Office. We would of course, deliver that to the title company.”

If the respondent has a ‘clear title’ why would he ‘be willing to settle this case (at all?) through the preparation of a quit claim deed be signed by Page?’” If Respondent has a clear title to his properties (which the title company guaranteed) why would he be begging the courts for a Quitclaim OR Quiet Title? If his Statutory Warrantee Deed was of any value and legal, why would he be begging for settlement of this case? Does the court not ask these same questions? Mr. Hovick feels ‘slighted’ (and very well he should,) however his remedy does not include Walter Page. Doesn’t Mr. Hovick question Fidelity National; ‘Why is Fidelity National paying the lawyers to secure *himself* a quitclaim or quiet title, when they guaranteed *himself* a clear title, from the conception??’ Why isn’t Mr. Hovick suing *his title company* for quiet title or quitclaim? “Why is Fidelity National using (Hovick’s) name and family for their mistakes?” “If in fact Fidelity National are correct in their ambitions, Why are they using my (Hovick) name at all?” Does the court not ask these same questions? If Fidelity National has nothing to hide?, why isn’t this lawsuit filed: Fidelity National Title Insurance Co. v. Page? The

courts KNOW Fidelity National HAS something to hide. Why isn't the courts asking for Fidelity National's records of the transfer/sale? Fidelity National has the most to lose, therefore are not forthright in their revealing of documentation of their fraudulent transfer and disregard of the decree.

"A title traced through a judicial or other legal proceeding is unmarketable if it was conducted without jurisdiction or without compliance with statute. A fiduciary's deed will not convey a marketable title if he acted outside his authority or in violation of his duty." LAW OF PROPERTY, LAWYERS EDITION.

As previously described, maybe the Respondent Hovick should be asking his title company these same questions, and Not Walter Page! Wrong Parties Before the Court! If Mr. Hovick's Fiduciary's deed is of no value, why would he consider to sue Walter Page for Quiet Title - for his Fiduciary's mistake? Jurisdiction? Mistrial? If Mr. Hovick's deed was of "any value" (RCW 64.04.010, RCW 6.28.030) why can he not produce the minutes, verbatim, and final judgment of this crazy purported trial of Page v. Page. Is Counsel shamefully dishonest to the court? Lying to the Court equals Fraud to the Court. His Attorney's contest **(blatantly false)** that: Verbatim Report 4/23/2010, pg, 21, line 21, (APPENDIX H)

"However, "***honestly,***" **(again, blatantly false)** based on the order of the court initially in 1999, which, under RCW 6.28.030, effectively is a conveyance pursuant to judgment we're not actually convinced that a quit claim is necessary." my emphasis, **Counsel should be sanctioned for a bold faced "lie" to the court, falsely embellishing their cause and a complete falsehood to the court!**

If opposing counsel has a judgment or transcript / minutes of a Divorce by trial, I will shine and kiss his shoes, - on the court house steps!

If Mr. Hovick (or his Fiduciary) simply read or researched their conveyance, (Decree) Hovick v. Page would not be an issue! (Hovick/Fidelity National instigated this frivolous lawsuit??) Why would Fidelity National issue Hovick a Statutory Warrantee Deed with only one signature line of conveyance, when the Decree ( RCW 64.04.010) ordered, “Both parties shall execute...” Why would Hovick (or Fidelity) not ask the court for Quiet Title before their purchase?? Does the Court not ask these same questions???? Would the answer be, - Big Money vs. Logic?? Can the Court answer how they can bluntly change a documented “Mutually Agreed Property Settlement” - into a FICTITIOUS Divorce Trial by Court, without documentation of the same? Does the court (or opposing counsel) have No Shame that they cannot provide documentation of a ‘Trial’ in Page v. Page? Most certainly with all the powers of the court, *SOMEONE* can produce records of this (fictitious) trial? IF NOT, - MISTRIAL!

**(5.) Purported Stipulation:**

The Hovicks, counsel and (Fidelity National) have entered before the court, a voided document they proclaim is a stipulation of Walter and Debra

Page, further implying execution on August 1, 2002. (This purported stipulation would be only one of the Multitude of stipulations that were drafted in regards to Commercial Property and dismissed. (CP 50-52)) This purported stipulation, drafted heretofore, was designed to guarantee that Ms. Page did not encumber the common property to a third party, (Motorola or Pinnacle Towers ) that is the same issue between Hovick v. Page. Both parties mutually agreed to sell the commercial property, (one to the other) formally decreed (automatically) as Tenants in Common. “The wife agrees to sell and the husband agrees to purchase.” A Quit Claim Deed was to be drafted and executed and a purchase price of \$20,000.00 CASH, was to be paid by Walter, (cash? for unknown reasons.)

It is Significant to note; that a Quit Claim Deed was to be drafted and executed as outlined in the Agreed Settlement. (see item 2, II, “Debra Page shall execute and deliver a quitclaim deed in the attached form to Walter Page at the time of her receipt of these funds.”) my emphasis.

Opposing counsel further implies that Walter Page executed this document twice, however by a simple definition or legal interpretation of their of their allegations, counsels purported stipulation fails to have the required documentation of an executed document required of a CR2A Stipulation, or (“Acknowledged before some person authorized”)

RULE CR 2A: “No agreement or consent between parties or attorneys in respect to the proceedings in a cause, the purport of which is disputed, will be regarded by the court unless the same shall have been made and assented to in

open court on the record, or entered in the minutes, or unless the evidence therefore shall be in writing and subscribed by the attorneys denying the same.”

The court will Significantly also note: The purported CR2A agreement offered by the opposing counsel purports a date of August 1, 2002 and the letter dated August 7, 2002, CP 50-52, reads as follows: “Dear (prior attorney Chris Skinner), I am in receipt of (attorney) Cohen’s **Revised** Stipulation dated **August 6, 2002**....” A reasonable mind would lead to believe that the Stipulation purported to be executed on 8/01/2002, is followed by another stipulation on 8/06/2002 and is no longer valid on 8/06/2002. The letter goes on to say; “Please resend my signature and my offer to resolve/stipulation that I signed on **8/01/2001**.” CP 50-52. Again, on 8/11/2002, Walter reconfirmed invalidation of Stipulation dated 8/01/2002 and stipulation of 8/06/2002:

“Here are my last and final instructions.....

1. As of 9:00 AM, Pacific Time, Monday, August 12, 2002, the Offer and Stipulation signed by myself on 8/01/2002, is hereby withdrawn and the cashiers check....

4. I am presenting no other offers or alternatives.

You have my permission to pass this letter directly to Mr. Jake Cohen.....”

It is also interesting to note; That these purported stipulations do not have a date attached when Attorney Chris Skinner purported to have signed this document? Also interesting to note that Mr. Skinner is purported to have

signed (these) documents twice, again with no dates attached? Again, it is curious to note that; according to the record, (CP 108-110) The unequivocal acknowledgment of Attorney Chris Skinner's Notice of Intent to Withdraw representation of Walter Page on the date of July 25, 2002, and Notice of Appearance of Walter Page on September 5, 2002. (CP 107) Opposing counsel wishes the court to believe Mr. Chris Skinner was the attorney of record on 8/01/2002, 8/06/2002, 8/12/2002, and according to their purported CR 2A stipulation of November 13, 2002? How could this be? It is clear and of record that Mr. Skinner's Withdrawal was July 25, 2000? (CP 108-110) How could Mr. Skinner have 'asserted in open court on the record, entered into minutes, subscribed by the attorney's, presented this purported stipulation to the court, if in fact Mr. Skinner's documented withdrawal clearly shows July 25, 2002? (CP 108-110) Lying to the court equals Fraud. NO Dates, NO Acknowledgments, Never ratified, - EXCEPT for the Quit Claim Deed! The burden of proof lies with Hovick! This purported stipulation is a FAKE!

Opposing counsel wishes the court to believe that a voided stipulation of 8/01/2002, (CP 50-52) and another voided stipulation on 8/06/2002, (CP 50-52) a resented signature, and 'No other offers or alternatives,' non-witnessed nor notarized, unexecuted, notwithstanding a CR 2A - 'No

agreement or consent will be regarded by the court unless....shall have been made and assented to in open court on the record,....and subscribed by the attorneys....' equates to a decreed settlement, "Both parties shall execute...or return to court." Opposing counsel cannot produce the record, execution by Walter OR subscribed or executed by the attorney's of record. (Attorney's withdrew 7/25/2002) Their purported CR 2A Stipulation is a forgery, of no value, and a moot point.

BYRNE v. ACKERLUND; 108 Wn.2d 445, "A property settlement agreement incorporated into a dissolution decree that was not appealed cannot be later modified."

The property settlement agreement / dissolution decree of Page v. Page, cannot be modified.

### **STATEMANT OF THE CASE**

This entire case (Hovick v. Page) has been the cause of falsely identifying and categorizing a Decree of Dissolution / Agreed Property Settlement, - into a Divorce by Trial. The issues surrounding a Agreed Property Settlement are in complete opposite of a Divorce by trial. In the instant case at bar, Walter and Debra Page entered a Agreed Property Settlement to the court on November 5, 1999, (Appendix A) (CP 164-173) which included the division of all community property into common property. The court was NOT given jurisdiction over the division of personal property.

The home and lake property, Alaska Commercial property, vessels, licenses and all tangible property, were to be held in title in the names of Walter and Debra Page, (automatically) as Tenants in Common. (the subject lake property IS presently held as Walter Page, Debra Page, Steven Gutzmer, Penny Gutzmer, as Tenants in Common.) This fact cannot be changed without a Deed RCW 64.04.010. CP 69-70 The reason for this wording (Section 3.13 Decree) (CP 164-173) “Both parties shall execute...or resolve in court;” was that the parties agreed not to bring the distribution of ANY the community properties or assets before the jurisdiction of the court, but rather decide the welfare of the parties, children and ALL assets according to the welfare of the children and mutual agreements among themselves. I.e.

#### Agreed Settlement

On September 22, 2000, Debra Page unilaterally sold the community home and lake property to Raymond and Jacqueline Hovick, CP 53-54, CP 57-58, CP 74-75 *without* a conveyance from Walter Page and *without* court resolution, contrary and furthermore in direct conflict with the Decree. The fact that Ms. Page may have believed the effect of her agreement to be different than it actually is does not justify the court to rewrite the decree for her, Hovick, or Fidelity National Title Insurance.

Mr. Hovick now comes to the court, begging for a Quiet Title, 10

(ten) years after his (null and void) purchase. Mr. Hovick is holding a Statutory Warranted Deed, that is not worth the paper it is written upon and his argument and relief does not rely upon Walter Page, but rather his Title Company (Fidelity National) who guaranteed his purchase, or Debra Page (who Warranted Hovick's purchase) and did not have authority to transfer ANY community property without the execution of Walter Page. (This included vehicles, stocks, vessels, boats, etc.)

“A title traced through a judicial or other legal proceeding is unmarketable if it was conducted without jurisdiction or without compliance with statute.”  
*THE LAW OF PROPERTY: Lawyer's Edition*

#### **SUMMARY OF ARGUMENT**

The Superior Court entered a Summary Judgment and the Court of Appeals affirmed, that there is no question of law pertaining to the Quiet Title action brought by Hovick v. Page, by referring to the initial dissolution of Page v. Page, (erroneously) that Page v. Page was a trial / divorce by court trial. (WRONG) Their separate decisions and opinions are erroneous of the facts of a documented and ratified Agreed Property Settlement Agreement entered on 11/05/1999. (Appendix A) The court did not have Jurisdiction of Community Property in Page v. Page, (1999) and the court can not re-emerge and assume jurisdiction - post ratification. Mistrial

Comes Now, Honorable Vickie Churchill, that had previously

executed the original decreed Agreement Settlement, and previously Disqualified herself prior to the action to void the original decree for fraud, lack of authority, etc. (CP 110) however, - now has re-injected her bias opinions in the case at bar, Hovick v. Page. It is well documented that Honorable Churchill owns a Real Estate Brokerage in the same small town (Oak Harbor, WA) and herself and her husband relies on the continued business with the Respondent of this lawsuit, Chicago Title Co. and Fidelity National Title Insurance Group. (Fidelity National are funding this lawsuit incognito of their straw-man, - Raymond and Jacqueline Hovick, Respondents. The Judge cannot re-enter a legal action that she previously disqualified herself from. (Canon 1 through Canon 3.) (CP 110)

Opposing Counsel have been quick to Feed on the quarry with the honorable wolf, only adding to the deformation of Walter Page, contrary to their oath of Bar. They too, have blatantly disregarded an Property Settlement Agreement to disguise this documented settlement resolution as a Trial of Divorce, contrary to judicial and recorded fact. Respondents Brief, Oct. 28, 2011, Pg. 1, Line 1, "Appellant Walter Page and his ex-wife Debra Page, divorced." Opposing counsels brief is far less than truthful to the facts; The record is crystal clear to the fact that 'Walter Page and his ex-wife entered to court, a Mutually Agreed Property Settlement on November 5, 1999, NOT a

divorce by trial as suggested.’ Opposing counsel have taken an Oath, to tell the truth and not present misrepresentation of the facts and a falsehood to the courts. Lying to the court equates to fraud.

The Superior Court does not have jurisdiction over the property of Walter and Debra Page. (and never did.) The court’s failure to assume jurisdiction over the community property of the parties in their dissolution, dated November 5, 1999, does not entitle the courts power to re-enter at a later date and re-determine or re-interpret the rights judicated by a final decree and contrary to the ratified settlement agreement.

See SEARS v. RUSDEN, 39 WN.2d 412, (1951) “If the property rights of the parties are not thus brought before the court in some appropriate manner, such rights are not, and cannot, be affected by the decree.” PHILBRICK v. ANDREWS, 8 Wash. 7, 35 Pac 358.

See KINNE v. KINNE, 82 Wn 2d 360, En Banc. “Alimony decreed by the court can be modified on subsequent application of a party to the divorce, whereas property settlement provisions cannot.” RCW 26.08.110

If the court did not assume jurisdiction in 1999, the court cannot ascertain jurisdiction in the year 2009! There are numerous lawsuits prohibiting this course of action. More so, the courts cannot arbitrarily change the mutually agreed property rights of common property to demand quiet title, whereas the Respondent’s purported title is of no value according to law. RCW 64.04.010 The court fails to make sense of this matter. Two Wrongs do not make a Right? Courts cannot evoke their equitable powers to

aid a party who was the sole cause of his misfortune, i.e. Hovick / Fidelity National / Ms. Page. “Laissez-faire.” = No Jurisdiction concerning subject properties, equates a Mistrial

### **ARGUMENT**

The Appeals Court (and the Superior Court) have previously ruled in Hovick v. Page, #65606-6-1, that 'in a dissolution proceeding, the trial court “has practically unlimited power over the property, when exercised with reference to the rights of the parties and their children.” This statement is adverse of the actual and recorded events of the dissolution, and the courts are bound by the record. (APPENDIX A) The courts are not allowed to interject their personal feelings or business associates into the matter before the court. The court did not have personal jurisdiction of the community property, but rather a “Agreed Settlement” (APPENDIX A) mutually agreed between the parties and subsequent properties and assets, - was entered to the court on 11/05/1999. There was NO trial and the court DID NOT assume jurisdiction of the subject properties, - rather the parties came to a mutual division of all the community properties and assets for the “Rights and Survivorship of the Children.” The Appeals Court goes forward to say; “But his arguments all rest on the mistaken belief that he retained and ownership interest in the Deer

Lake Property.” This statement is untrue and beyond comprehension. Both parties retain ownership until one party executes a deed to the other. RCW 64.04.010. WAGNER v. WAGNER, 95 Wn.2d 94 “The court may neither impose obligations which never before existed nor expunge lawful provisions agreed to and negotiated by the parties.” The decree is very explicit in this matter. For the court to assume either party did not retain ownership of common property is unconscionable. As described RCW 64.04.010, .020, “Every conveyance of real estate....shall be by deed.” The Agreed Property Settlement follows the Law. It is not a mistaken belief of Walter Page that he retained (and still does) the ownership of the property, but rather a mistaken interruption of the courts resolve of Page v. Page, - an Agreed Property Settlement. The Courts are not at liberty to change an Agreed Settlement of the parties, - into a Divorce by Trial. This fact alone, - is considered a Mistrial.

The Appeals Court goes on to say; “Consequently, “a Washington [dissolution] decree awarding property situated within the state has the operative effect of transferring title...Kowalewski, 163 Wn.2d at 548. Walter Page respectfully disagrees with this comparison. In Kowalewski, the court HAD jurisdiction of all Kowasewski’s properties (Poland & Washington) in a divorce of the parties “by trial.” The court retained personal jurisdiction

over the Kowalewski's personal and real property. This is not the case in Page v. Page. In Page v. Page, the parties came to the agreement and stipulated, "Both parties shall execute.." A complete mischaracterization of the facts by the Court, and Counsel. Mistrial

"Where the language of a dissolution decree is properly subject to interpretation, the construction of the decree and any contract incorporated therein is a question of law." (*Not summary judgment, my emphasis*) IN RE MARRIAGE OF GIMLETT, 95 Wn.2d 699, (1981) Interpretation by the reviewing court must be based upon the intent of the parties as reflected in the language of the agreement. KINNE V. KINNE, 82 Wn.2d 360, (1973) The court may not add to the terms of the agreement or impose obligations that did not previously exist. Nor can a court make a contract for the parties based upon general considerations of abstract justice. WAGNER V. WAGNER, 95 Wn.2d, 94 (1980)

In Page v. Page, the Property Settlement / Decree, was never appealed by Ms. Page It is not ambiguous and was executed by Ms. Page, Two Attorney's, Ratified and Executed by the Court on November 5, 1999. It was discovered that Ms. Page had the properties Appraised 30 days prior to initiating divorce proceedings and withheld that appraisal from Walter Page, (CP 64-68), showing that the community home was far more valuable than she testified. It was also discovered that a Deed of Trust Note was unilaterally delivered to her Attorney, (CP 59 -63). It was discovered that Ms. Page unilaterally listed the community home shortly after the dissolution for a far greater amount than testified of it's value. (CP 57 -58). Ms. Page did not request a Quit Claim Deed of the two properties from Walter Page prior

or after her sale to the Hovicks. (CP 69 - 70 CP 71-73). Ms. Page did not request an interpretation by Declaratory Judgment, even though her efforts would have been moot, of a Property Settlement Agreement. In reference to:

BYRNE V. ACKERLUND, 108 Wn.2d 445,

“ We hold that the dissolution decree was not defective and that it was to error to alter the parties contractual obligations by implying a requirement of performance within a reasonable time. Byrne’s position, if adapted, would modify the dissolution decree, and a dissolution decree is not subject to modification through a declaratory action.”

In Page v. Page, the Agreement did not specify a time or date in which the property had to sell, transfer, or execute a transfer. The Agreement did not specify a price range for listing, eligibility of financing, owner financing, or any important matters concerning a home built in the 1920’s. (this was a very old farm house that could not receive conventional financing in the 3 - 400,000.00 range, the price of listing (CP 57-58.) The only thing of “certainty” (Walter did not view or execute this worthless piece of work) was “Both parties shall execute...or return to court for resolution.” Page v. Page.

“The court may not add to the terms of the agreement or impose obligations that did not previously exist.”

MARRIAGE OF MUDGETT, 41 Wn. App. 337 (1985) @341. Also holding that “Where there is a unilateral mistake, courts will not invoke their equitable powers to aid the party who was the sole cause of his misfortune” my emphasis

“A court may not create a contract for the parties which they did not make themselves. It may neither impose obligations which were never before existed, nor expunge lawful provisions agreed to and negotiated by the

parties.” WAGNER V. WAGNER 95 Wn2.d 94 (1980)

As indicated, (CP 74-75), Ms. Page unilaterally purported to transfer deeds which she did not have the authority of the court or decreed to do so! Now comes Hovick, begging for a Quiet Title for the faults of Ms. Page, - Fidelity National / Hovick. - Lack of Jurisdiction = Mistrial

Walter Page thinks it's very noteworthy that Ms. Page asked Walter Page to execute and transfer the vehicles that were given to her via the decree, and Walter Page complied with this task. Ms. Page also had the ability to request that Walter execute a deed of the two properties, however for obvious reasons, (hidden appraisal of true value)(CP57-58) she did not. It is also noteworthy that Ms. Page will NOT execute a transfer of the community property (US Registered Commercial Fishing vessel) to Walter Page, therefore the US Registered / Documented Fishing vessel title (that was 'awarded' misnomer, to Walter) **Still Names the Masters of the Vessel** as Walter Page and Debra Page, Owners in Common. (same as the Deer Lake property in question.) The children of the marriage now manage and are actively fishing the Documented Vessel in the waters of Alaska, that is held in the names of Walter Page and Debra Page. (not 'or')

The point being made in the previous paragraph; because the parties of the dissolution mutually agreed to hold the personal jurisdiction of the

assets of the community, (in common) therefore all assets or property was to be held as Tenants in Common. Of course the parties could petition the court for partition 'resolve in court' - (which neither party has done so) however the parties are bound by the Mutual Agreement "Both parties shall execute." This act was done in the previous Commercial Property, (for value.) Because there has been no partition, Ms. Page still holds 50% of the community vessel and licenses, and Walter still holds 50% of the formally community property on Deer Lake Road, as mutually agreed. Walter could no sooner sell the vessel (or licenses) without Ms. Page joining in the conveyance or sale. (U. S. Coast Guard Regulations and Documentation are very stringent that Both Master and Owners 'Shall Execute.") These named assets (other than the vehicles,) are to be held so that the children of the marriage (and grandchildren) could enjoy the long term benefits of a 25 year marriage, which the children were instrumental in the mutual asset, work and financial rewards associated. The courts are not at liberty to change a settlement agreement drafted solely to benefit the children's future, and a mutual agreement that still holds true, ratified and documented to this day. (It's decreed!) With great sorrow and empathy of Mr. Hovick's (Fidelity National's) indiscretion, their ignorance can only be shared among themselves.

As in MARRIAGE OF MUDGETT, 41 Wn. App. 337; "A court may not create a contract for the parties which they did not make themselves. It may

neither impose obligations which never before existed, nor expunge lawful provisions agreed to and negotiated by the parties.

The mutual (and documented) agreement of the parties, (Walter and Debra) were to retain the 5 acre Homestead, Lake Property, Commercial Vessel and the Licenses for the Children, so they would never be without a Job, and never without a Home. It is not the courts duty to change these mutual wishes. "Both parties shall execute..." is not an ambiguous statement. If this statement were not the wishes of the parties, this statement would not appear in the Decree! Section 3.13 did not just *magically* appear AFTER Mr. Hovick's purchase! It is the very last and most important wish / agreement of the parties and the very last statement of the decree, located directly above Judge Churchill's execution and ratification whereas it would not be overlooked or mistaken. The previous provisions (A. & B.) of Section 3.13 have been complied with, are the courts insinuating that the most important provision C. of Section 3.13 of the decree, is a Moot Point?

MARRIAGE OF MUDGETT, 41 Wn. App.337, "Where there is a unilateral mistake, courts will not invoke their equitable powers to aid the party who was the sole cause of his misfortune."

### CONCLUSION

After a decree / Agreed Judgment has been ratified by the Superior Court the only inherit duty of the reviewing court must be based upon the intent of the parties as reflected in the language of the decree. It is not the

duty of the Superior Court to re- interrupt the words written in the agreed judgment to favor Her Title Company of choice, but rather only the words that are unambiguously scribed and executed. These are the wishes of the parties subject to the decree, and not the wishes of Her chosen Title Company. The wrong jurisdiction, the wrong parties, and wrong subject matter, are before this court. Mistrial

DATED this 10<sup>th</sup> day of March, 2014

A handwritten signature in cursive script that reads "Walter S. Page". The signature is written in black ink and is positioned above a solid horizontal line.

Walter S. Page

Pro Se  
4985 North Highway 95, #104  
Parker, AZ 85344  
(Temporary Address)

**COURT OF APPEALS OF THE STATE OF WASHINGTON  
DIVISION I**

<b>RAYMOND A. HOVICK and JAQUELINE R. HOVICK, husband and wife</b>	)	
	)	<b>NO. 71020-6-I</b>
	)	
<b>Plaintiff,</b>	)	<b>DECLARATION OF</b>
	)	
<b>Vs.</b>	)	<b>SERVICE</b>
	)	
<b>WALTER S. PAGE</b>	)	
	)	
<b>Defendant.</b>	)	

---

CERTIFICATE OF SERVICE

I hereby certify that on the 16<sup>th</sup> day of March 2014, I caused to be served true and correct copies of the foregoing documents, on the court and counsel by First Class Mail as follows:

APPELLANT'S BRIEF

to the Plaintiffs counsel and the court at the following addresses below.

The Court of Appeals  
Division I  
One Union Square  
600 University Street  
Seattle, WA 98101

Inslee, Best, Doezie & Ryder, P.S.  
Mark S. Leen  
777 – 108<sup>th</sup> Avenue N.E., Suite 1900  
PO Box 90016  
Bellevue, WA 98004

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

DATED THIS 10<sup>th</sup> day of March 2014

Walter S. Page

  
Pro Se

Walter Page  
(Temporary Address)  
4985 N. Highway 95 #104  
Parker, AZ 85344  
(907) 252-5757

## TABLE OF AUTHORITIES

<u>State Cases:</u>	<u>Page:</u>
<i>Byrne v. Ackerlund</i> , 108 Wn.2d, 445.....	7, 9, 10, 11, 15 15, 23, 32, 40,
<i>Firth v. Hefu Lu</i> , 146 Wn.2d, 608 En Banc (2002).....	3.
<i>Kinne v. Kinne</i> , e v82, Wn.2d 360 (1973).....	2, 5, 9, 11, 36, 39.
<i>Marriage of Kowalewski</i> , 163, Wn.2d 548 .....	38.
<i>Marriage of Mudgett</i> , Supra, 41 Wn. App. 337 (1985).....	2,6,7,11,22,40, 42, 43.
<i>Marriage of Gimlett</i> , 95 Wn.2d, 548 .....	39.
<i>Messersmith v. Messersmith</i> , 68 Wn.2d 735, .....	2.
<i>Philbrick v. Andrews</i> , 8 Wash 7, 35 Pac 358 .....	22, 36.
<i>Schoenwald V. Diamond Packing</i> 192 Wash 409, 419-20 73P.2d, ...7.	
<i>Sears v. Rusden</i> , 39 Wn.2d 412.....	7,11,21,23,36
<i>Thompson v. Thompson</i> , 82 Wn.2d 352.....	2.
<i>Wagner v. Wagner</i> , 95 Wn.2d 94.....	38, 39, 41.

Washington State Laws, Revised Code of Washington.

	Page.
RCW 4.12.030,.....	19.
RCW 6.28.030,.....	27.
RCW 7.28.050,.....	6.
RCW 26.08.110,.....	36.
RCW 26.09.080,.....	1, 25.
RCW 26.09.170,.....	23.
RCW 26.16.120,.....	25.
RCW 64.04.010,.....	3, 6, 8, 23, 25, 27, 33, 36, 38.
RCW 64.04.020,.....	6, 25, 38.
RCW 64.04.030,.....	4.
Rules of the Court:	
CR 2 A.....	29, 30, 31, 32.
Canon Rules:	
Canon 1.....	17.
Canon 2.11(2).....	18.
Canon 2.11(3).....	19.
Canon 2.11(6) (d).....	19.

APPENDIX A. Island County Superior Court Docket; Case # 97-3-00436-3  
SETTLED BY PARTIES AND/OR AGREED JUDGMENT

APPENDIX B. Exhibit H-1

APPENDIX C. Business of Churchill and Associates

APPENDIX D. Island County Treasure Reports; Properties of George and Vickie Churchill.

APPENDIX E. Verbatim of March 28, 2011, Motion for Reconsideration,  
Motion for Recusal.

APPENDIX F. Corporations of Real Estate, George and Vickie Churchill

APPENDIX G. Recorded Documents of Power of Attorney, Quitclaims of  
George and Vickie Churchill

APPENDIX H. Verbatim of April 23, 2010, Motion to Release Lis Pendens,  
Attorney Fees

Other Authorities:

LAW OF PROPERTY, Lawyers Edition, Pg. 34

Authors: Rodger A. Cunningham, Professor of Law  
University of Michigan School of Law

William B. Stoebuck, Professor of Law  
University of Washington School of Law

Dale A. Whitman, Professor of Law and Dean  
University of Missouri, - Columbia

Supreme Court Task Force on the Code of Judicial Conduct, (2009) Pg.18

# **APPENDIX A**

SE#: 97-3-00436-3

JUDGMENT# 01-9-00102-7

JUDGE ID: 1

TITLE: PAGE VS PAGE

LED: 10/16/1997

USE: DIC DISSOLUTION WITH CHILDREN

DV: Y

SOLUTION: STPR DATE: 11/05/1999 SETTLED BY PARTIES AND/OR AGREED JUDGMENT

COMPLETION: JODF DATE: 11/05/1999 JUDGMENT/ORDER/DECREE FILED

CASE STATUS: CMPL DATE: 11/05/1999 COMPLETED/RE-COMPLETED

CHIVED: RESTORE DATE : 11/15/2004

CONSOLIDT:

OTE1: HANCOCK RECUSED \*\*CHURCHILL RECUSED\*\* SNOHOMISH COUNTY JUDGE BOWDEN

OTE2: \*DECREE OF DISSOLUTION 10 PAGES\*\*

## ----- PARTIES -----

CONN.	LAST NAME, FIRST MI TITLE	LITIGANTS	SERVICE
PET01	PAGE, DEBRA MAY		
RSP01	PAGE, WALTER S		
ATP01	COHEN, JACOB		
BAR#	05070		
WSD01			
WTR01	HARVEY, H. CLARKE		05/19/2000
BAR#	08238		
WTR02	HARVEY, H. CLARKE		07/26/2000
BAR#	08238		
WTR03	SKINNER, CHRISTON CLARK		08/02/2002
BAR#	09515		
PSD01			

## ----- APPEARANCE DOCKET -----

SUB#	DATE	CODE/ CONN	DESCRIPTION/NAME	SECONDARY
	10/16/1997	\$FW	FEE WAIVED	
	10/16/1997	MTAF	MT & DECLR TO COMMENCE & PROSECUTE PROCEEDINGS IN FORMA PAUPERIS	
	10/16/1997	ORPRFP	ORDER TO COMMENCE & PROSECUTE PROCEEDINGS IN FORMA PAUPERIS	
		COM02	COMMISSIONER MARILEE BLACK	
	10/16/1997	PTDSS	PETITION FOR DISSOLUTION OF MARRIAGE	
	10/16/1997	SM	SUMMONS	
	10/16/1997	MTAF	MT & DECLR FOR TEMPORARY ORDER & ORD TO SHOW CAUSE	
	10/16/1997	ORTSC	ORDER TO SHOW CAUSE	10-31-1997LG
		COM02	COMMISSIONER MARILEE BLACK	
		ACTION	SHOW CAUSE	
	10/31/1997	HSTKNA	HEARING STRICKEN: IN COURT NONAPPEAR	
		JDG01	JUDGE ALAN R. HANCOCK	
		CTR01	COURT REPORTER MARGARET LEGGETT	
	04/30/1999	MTAF	MOTION & DCLR FOR EXPARTE RESTRAIN ORDER AND FOR ORDER TO SHOW CAUSE	
	04/30/1999	ORTSC	EXPARTE RESTRAINING ORD/ORD TO SHOW	05-28-1999LG

# **APPENDIX B**

**EXHIBIT H1  
LIABILITIES AWARDED TO HUSBAND**

1. Any and all liabilities incurred by the husband after the parties' date of separation about 4/1/99;
2. Any and all liabilities in connection with any asset awarded to the husband;
3. As to the real property located on Deer Lake Road in Island County, Washington. The respondent shall pay the house payments to InterWest Bank until the mortgage is paid off. If the house is sold prior to the mortgage being paid off, the husband shall continue to pay the wife \$458.00 per month until he has paid her the amount that was owing on the mortgage at the time the sale of the house closed.. Respondent shall also be responsible for paying the insurance payments on said property for 18 months or until said property is sold whichever occurs first. Payoff figures as of October 6, 1999 are reflected in Exhibit D. Interest rate on the loan is adjustable. Therefore, the exact number of future payments cannot be predicted at this time, however, at the time the house sells, the remaining payments to be paid by the husband to the wife will be determined at that time based upon the mortgage rate charged by InterWest at the time of the sale and the principal balance owed at the time of the sale taking into account all of the factors shown on the payoff sheet including late charges, reconveyance fees, and any other additional charges shown on the payoff sheet. and
4. Any community debts incurred prior to 4/1/99, including but not limited to unpaid taxes. In the event of a tax audit, respondent shall pay any additional taxes and penalties that may be owed.

EXHIBITS

\_\_\_\_\_  
WP

  
DP

VOL186P007

170

# **APPENDIX C**



\$295,000  
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- [Real Estate Sales](#)
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**George Churchill**  
PO Box 1696 : 31925 State  
Route 20  
Oak Harbor, WA 98277  
(360) 675-0715  
**Contact Us!**

---

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# **APPENDIX D**

Island County Assessor & Treasurer

[Property Search](#) [Sales Search](#)

Property Search Results > 1 - 25 of 35 for Year 2013 - 2014

[New Search](#)

Click the "Details" or "Map" link to view more information about the property or click the checkbox next to each property and click "View Selected on Map" to view the properties on a single map.

Property ID	Geographic ID	Type	Tax Area	Property Address	Owner Name	Appraised Value		
805611	S7632-00-0000B-0	Real	108 - EX North Whidbey	OAK HARBOR, WA 98277	CHURCHILL & ASSOCIATES	\$5,671	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
805589	S7632-00-00019-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL & ASSOCIATES	\$272,268	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
805610	S7632-00-0000A-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL & ASSOCIATES	\$11,872	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
437548	C600 304 865 000	Personal	100 - City of Oak Harbor	31925 SR 20 OAK HARBOR, WA 98277	CHURCHILL & ASSOCIATES, INC.	\$5,894	<input type="checkbox"/>	<a href="#">View Details</a>
638894	R32922-365-3600	Real	719 -		CHURCHILL, DAVID B	\$110,000	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
12337	R13202-464-0030	Real	100 - City of Oak Harbor	455 S OAK HARBOR RD OAK HARBOR, WA 98277	CHURCHILL, GEORGE	\$1,033,897	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
229265	S6340-02-00005-0	Real	100 - City of Oak Harbor	770 SW HARRIER CIR OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$242,015	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
804018	S7088-00-0000I-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$400,461	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
804010	S7088-00-0000A-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$401,792	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
499473	R13334-288-1220	Real	100 - City of Oak Harbor	1426 NW 7TH PL OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$645,161	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
344167	S7685-02-14053-0	Real	110 - 110	2563 RIDGEVIEW DR OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$130,438	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
200829	S6200-00-00004-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$124,655	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
804013	S7088-00-0000D-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$398,191	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
668913	S8435-00-00001-3	Real	100 - City of Oak Harbor	34 N OAK HARBOR RD OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$661,463	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
525523	R13333-498-0800	Real	112 -	2765 DAVID LN OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$261,409	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
613269	S7246-00-00008-0	Real	300 - City of Coupeville	80 BAINBRIDGE LN SW COUPEVILLE, WA 98239	CHURCHILL, GEORGE B	\$226,223	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
804011	S7088-00-0000B-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$401,745	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
200838	S6200-00-00005-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$188,867	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
499464	R13334-288-1120	Real	100 - City of Oak Harbor	1440 NW 7TH PL OAK HARBOR, WA 98277	CHURCHILL, GEORGE B	\$647,160	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
525532		Real	112 -			\$869,049	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>

	R13333-498-1140			2775 DAVID LN OAK HARBOR, WA 98277	CHURCHILL, GEORGE B / VICKIE I		
98600	R23307-191-2840	Real	112 -	4149 JONES RD OAK HARBOR, WA 98277	CHURCHILL, GEORGE B / VICKIE I	\$242,354	<a href="#">View Details</a> <a href="#">View Map</a>
41225	R13334-350-1180	Real	100 - City of Oak Harbor		CHURCHILL, GEORGE B / VICKIE I	\$167,000	<a href="#">View Details</a> <a href="#">View Map</a>
334196	S7590-00-0000B-0	Real	100 - City of Oak Harbor	51 NW COLUMBIA DR OAK HARBOR, WA 98277	CHURCHILL, GEORGE B / VICKIE I	\$81,367	<a href="#">View Details</a> <a href="#">View Map</a>
749827	S8152-02-00067-0	Real	100 - City of Oak Harbor	1561 SW 10TH AVE OAK HARBOR, WA 98277	CHURCHILL, JASON N	\$244,663	<a href="#">View Details</a> <a href="#">View Map</a>
222100	S6270-00-00040-0	Real	540 -	2217 CLEVEN PARK RD CAMANO ISLAND, WA 98282	CHURCHILL, JENNIFER L	\$271,412	<a href="#">View Details</a> <a href="#">View Map</a>

Property Search Results > 26 - 35 of 35 for Year 2013 - 2014

[New Search](#)

Click the "Details" or "Map" link to view more information about the property or click the checkbox next to each property and click "View Selected on Map" to view the properties on a single map.

• Property Address    Legal Description

Property ID	Geographic ID	Type	Tax Area	Property Address	Owner Name	Appraised Value		
542835	R33220-148-2330	Real	592 -	577 SR 532 CAMANO ISLAND, WA 98282	CHURCHILL, PATRICIA L	\$328,540	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
744715	S8085-00-0B411-0	Real	730 -	2767 CENTER ST LANGLEY, WA 98260	CHURCHILL, THOMAS P	\$132,904	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
371001	S8085-00-0B054-1	Real	730 -	, WA	CHURCHILL, THOMAS P	\$2,300	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
518871	S8085-00-0B054-0	Real	730 -	, WA	CHURCHILL, THOMAS; NICHOLS,	\$5,000	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
804019	S7088-00-00003-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, VICKIE I	\$401,792	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
385050	S8140-00-02011-0	Real	100 - City of Oak Harbor	307 NW CLIPPER DR OAK HARBOR, WA 98277	CHURCHILL, VICKIE I	\$150,350	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
499491	R13334-272-1220	Real	100 - City of Oak Harbor	1441 NW 7TH PL OAK HARBOR, WA 98277	CHURCHILL, VICKIE I	\$643,102	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
229363	S6340-02-00015-0	Real	100 - City of Oak Harbor	1050 SW HARRIER CIR OAK HARBOR, WA 98277	CHURCHILL, VICKIE I	\$395,121	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
602538	R13202-313-1900	Real	100 - City of Oak Harbor	952 SE ELY ST OAK HARBOR, WA 98277	CHURCHILL, VICKIE I	\$586,341	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>
804012	S7088-00-0000C-0	Real	100 - City of Oak Harbor	OAK HARBOR, WA 98277	CHURCHILL, VICKIE L	\$401,136	<input type="checkbox"/>	<a href="#">View Details</a> <a href="#">View Map</a>

Page: [1](#) [2](#)

# **APPENDIX E**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF ISLAND

RAYMOND A. HOVICK and JAQUELINE )	No. 09-2-00492-1
K. HOVICK, husband and wife, )	
)	COA No. 65606-6
Plaintiffs/ )	
Counter-Defendants, )	
)	
vs. )	
)	
WALTER S. PAGE, )	
)	
Defendant/ )	
Counterclaimant. )	
)	
-----x	

VERBATIM REPORT OF PROCEEDINGS

(Motion for Reconsideration, Motion for Recusal)

BE IT REMEMBERED that on Monday, March 28, 2011 at 9:30 a.m., the above-named and numbered cause came on for a Motion for Reconsideration, Motion for Recusal hearing on the Law & Motions Calendar before the HONORABLE VICKIE I. CHURCHILL, sitting as judge in the above-entitled Court, at the Island County Courthouse, in the Town of Coupeville, State of Washington.

Mark Leen, Attorney at Law, appeared on behalf of the Plaintiffs.

Walter S. Page, Pro Se, appeared in his own behalf.

1 Whereupon, the following proceedings were had:

2 THE COURT: Hovick versus Page. Hovick versus  
3 Page, Cause 09-2-00492-1.

4 Is there anyone on the phone for Hovick versus Page?

5 MR. LEEN: Mark Leen.

6 THE COURT: All right. Thank you.

7 And Mr. Page.

8 WALTER S. PAGE: Yes. Thank you, Your Honor.

9 THE COURT: Mr. Page is in Court.

10 Okay. Mr. Page, I believe it's your motion.

11 Yes.

12 WALTER S. PAGE: Yes, Your Honor. Walter Page.

13 (Indicating.)

14 THE COURT: Thank you.

15 (Oath administered by the Court.)

16 WALTER S. PAGE: I do.

17 THE COURT: Thank you.

18 WALTER S. PAGE: Yes, Your Honor. This is a--

19 There's actually two motions to the Court.

20 THE COURT: All right.

21 WALTER S. PAGE: First motion is reconsideration  
22 of the 12 documents that were entered into the Court to be  
23 further entered to the Division 1 of the Court of Appeals.

24 THE COURT: Do you have --

25 WALTER S. PAGE: Those 12 documents were

1 documents of fraud. There were documents of forgery, and  
2 documents of contempt of the Court.

3 I was asking what you would approve those to go on to  
4 the Court of Appeals.

5 THE COURT: Mm-hmm.

6 WALTER S. PAGE: The second motion is a motion  
7 to - to request that you recuse yourself from this case.  
8 I have been notified and found out that you are the owner  
9 of a real estate brokerage.

10 THE COURT: No, I'm not. That's separate  
11 property of my husband's.

12 WALTER S. PAGE: Your livelihood is derived from  
13 - from the Plaintiffs, Chicago Title. And your business  
14 relies on the - on the Plaintiffs securing a judgment in  
15 this case. You-- Your business would probably dissolve  
16 without a title company since Chicago Title and the  
17 Plaintiffs underwrite your clients.

18 Therefore, I'm requesting that you recuse yourself  
19 from this case.

20 You have entered in a judgment against the laws of  
21 the State of Washington; that any legal judgment was a  
22 mandatory action that should have had - taken place in a  
23 divorce with children to attend a parenting seminar. And  
24 that did not happen. Therefore, I had no idea that I was  
25 thrust into a divorce to - whereas I could lose my house

1 in that divorce. You-- I had no idea I was even being  
2 divorced. But needless-- Nevertheless, you signed the  
3 decree, and the decree does state both parties shall  
4 execute.

5 The decree is the law. And you have gone around that  
6 law and you said, "Walter shall execute." The decree  
7 doesn't say Walter shall execute. It doesn't say Debra  
8 shall execute. But rather both parties will pull the  
9 trigger at the same time. And if the trigger is not  
10 pulled, then we'll go to Court.

11 I didn't write it, Your Honor. I didn't sign it. I  
12 didn't see it. You did.

13 This Court cannot change that decree. You cannot--  
14 That is the-- That is the law. And you can't change its  
15 wording. This Court cannot go around it. You cannot step  
16 over it. You cannot crawl under it.

17 I realize you and your Plaintiffs - the Plaintiffs  
18 and yourself have your marching orders from the title  
19 companies. However, you cannot step on the law. And the  
20 law says both parties shall sign, shall execute.

21 That decree is either all good or it's all bad. And  
22 you have to make that choice.

23 You have issued a summary judgment in a quiet - quiet  
24 title action without the proof of the Plaintiffs' deed.

25 That is a - a RCW 7.28.050, excuse me, 7.28.120 is:

1 A plaintiff in such an action shall set forth in his  
2 complaint the nature of his estate, title or claim to the  
3 property. And the defendant shall set up a legal,  
4 equitable defense in Plaintiff's claims and the superior  
5 title, whether legal or equitable, shall prevail.

6 You have allowed the plaintiffs to come in and didn't  
7 even have to show his title or his claim to the property.

8 Hmm. You have allowed a quiet title action to  
9 commence three years beyond the statute of limitations.

10 RCW 7.28.050, the limitation of actions for recovery  
11 of real property. That all actions brought for the  
12 recovery of any land, tenements, or hereditaments of which  
13 any person may be possessed by actual, notorious, shall be  
14 brought within seven years after possession.

15 We're going on Year No. 11 here, Your Honor.

16 Plaintiff cannot beg the mercy of this Court for bona  
17 fide purchaser. He is not a bona fide purchaser. My name  
18 was on that title. My name is on the deed and my name is  
19 on the decree. He knows that I am the owner.

20 You have issued a summary judgment in favor of the  
21 Plaintiffs who are clearly in contempt of that Court Order  
22 that you signed, "Both parties shall execute."

23 You have issued a summary judgment in favor of the  
24 Plaintiffs in direct violation of the statute law  
25 64.04.010 and .020 whereas "all transfers shall be by

1 deed."

2 The decree also states the same wording. "Both  
3 parties shall execute a deed."

4 You have refused to review or enter into the record  
5 twelve documents of fraud, contempt, and forgery that I  
6 presented to you. You have refused to review known  
7 forgery as witnessed by your own Court record And dockets  
8 of the Island Superior - Island County Superior Court.  
9 You have refused to review fraud --

10 THE COURT: Sir, what does this have to do with  
11 your Motion for Reconsideration of the Summary Judgment  
12 of - of -- Excuse me. Not of the summary judgment -- but  
13 of the twelve documents that were not presented during  
14 summary judgment that you want to show were presented  
15 during summary judgment?

16 WALTER S. PAGE: They are new evidence, Your  
17 Honor. They are new evidence of fraud.

18 THE COURT: It's not new evidence.

19 WALTER S. PAGE: I would think that this Court  
20 would have to look at fraud very closely. And so should  
21 the Court of Appeals.

22 THE COURT: It is not new evidence. You had all  
23 this evidence available to you when the Motion for Summary  
24 Judgment was brought. And under CR 56, you have to  
25 provide supporting affidavits to oppose a Motion for

1 Summary Judgment.

2 I went back. I took all three files that you have.  
3 And I looked back at when the Motion for Summary Judgment  
4 was brought and whether there was anything from you on  
5 this Motion for Summary Judgment. There was not.

6 WALTER S. PAGE: Your Honor, there was-- I had  
7 no idea you could even issue a summary judgment without  
8 showing the Plaintiffs' title.

9 THE COURT: Well, sir, CR 56 is the statute --  
10 Excuse me -- is the civil procedure for summary judgment  
11 and it sets out what you have to do to bring proof  
12 opposing the Motion for Summary Judgment. And you brought  
13 no proof. Nothing.

14 WALTER S. PAGE: I gave-- I produced you  
15 twelve documents of proof, Your Honor.

16 THE COURT: Afterwards. Afterwards.

17 WALTER S. PAGE: They are still-- They are  
18 still fraud. And they should be entered into the Courts  
19 of Appeals so that I can have a fair trial.

20 THE COURT: Okay. Thank you.

21 As far as your Motion for Recusal and all of your  
22 various allegations that I'm not following the law, I am  
23 following the law. And I am requiring that somebody that  
24 appears before my Court follow the law, as well.  
25 Including you. You are required to know the law if you're

1 representing yourself. There are no-- Nothing that says  
2 that you get a break because you're not a lawyer. It says  
3 that if you want to - to represent yourself, you have a -  
4 you have a constitutional right to do so. But you are to  
5 follow the Rules of Procedure here. And you haven't  
6 followed one of them.

7 Whenever the Motion for Summary Judgment was brought,  
8 you had - according to the statute - a number of days to  
9 respond to it and provide certified copies of whatever it  
10 is that you wanted me to - to consider. And on the day of  
11 the Motion for Summary Judgment, you just said that you  
12 were appealing. That was it. That was your proof: That  
13 you were appealing. There's nothing here.

14 As far as me in cahoots with Chicago Title, I'm not.  
15 But if you wish to believe that, I suppose you can go on  
16 believing anything you want. But--

17 WALTER S. PAGE: I don't --

18 THE COURT: Nevertheless, that is not a reason  
19 for me to recuse myself because of baseless allegations  
20 against me.

21 Sir, Mr. Leen, is there anything you wish to say?

22 MR. LEEN: Hmm. I think Your Honor has made the  
23 point.

24 I - I would like to just address on the  
25 reconsideration. We-- I did file an updated Fee

1 Declaration to account for my trip up there on - I guess  
2 it was the 14th, and then to account for the time on the  
3 phone today.

4 And, also, I - I - I would ask -- Although it's not  
5 in the Proposed Order I - I sent with that -- the-- I  
6 would request that the Court allow me to file an Updated  
7 Judgment or Judgment Summary so that can be recorded with  
8 the County recorder. And that I be able to do that  
9 without oral argument.

10 THE COURT: Yes, I will allow that. I will  
11 allow that.

12 You're entitled to go to the Court of Appeals on any  
13 motion that you - that is a final motion. The Motion for  
14 Summary Judgment certainly is that.

15 But you're not entitled to come back months later and  
16 say, "Oh, I wanted this included in the Motion for Summary  
17 Judgment," when you had, according to the procedure rules,  
18 time to do so at the time of the Motion for Summary  
19 Judgment.

20 WALTER S. PAGE: They were in the files, Your  
21 Honor. They've always been in the files.

22 THE COURT: And I've also told you that I read  
23 everything - everything - that is brought before me in a  
24 case.

25 WALTER S. PAGE: Mm-hmm.

1 THE COURT: I do not go and seek out  
2 information. As a matter of fact, The Code of Judicial  
3 Ethics prohibits me from going seeking out information.

4 WALTER S. PAGE: Are you-- Are you insinuating  
5 that this --

6 THE COURT: I'm denying --

7 WALTER S. PAGE: -- Court does not care about  
8 fraud?

9 THE COURT: I am denying your motion. I'm  
10 allowing the-- I'm denying both motions. And I'm  
11 allowing a new, updated cost bill to be provided to me.

12 WALTER S. PAGE: Are you also --

13 MR. LEEN: Your Honor --

14 WALTER S. PAGE: Are you also --

15 THE COURT: Yes, sir.

16 MR. LEEN: -- I do-- Do you have the proposed  
17 order that I submitted?

18 THE COURT: That you submitted here?

19 MR. LEEN: On the 16th?

20 THE COURT: Oh, yes. I'm sorry. You did have  
21 one that you have paid money to have presented here in  
22 your behalf.

23 MR. LEEN: Yeah. And I - I was just wondering--

24 Our request would be that you enter that and that I  
25 would just do a new, with - with a proper presentation but

1 without oral argument, a new judgment summary that  
2 incorporates the previous orders.

3 THE COURT: All right. I have an order denying  
4 Defendant's Motion for Reconsideration. And that has  
5 attorney fees and costs in the amount of \$2,154.90?

6 Is that the one that you had asked to be presented  
7 today?

8 MR. LEEN: I believe so. Let me just double  
9 check what I have here.

10 THE COURT: And I - I have an Order Denying  
11 Defendant's Motion of Recusal.

12 WALTER S. PAGE: Are you saying, Your Honor,  
13 that you can be --

14 MR. LEEN: Order Denying Recusal. And I  
15 believe-- I'm just looking right now for the-- My file  
16 is a little...

17 THE COURT: There's two orders before me here.

18 MR. LEEN: Yeah. There should be two. One is  
19 for fees in the amount of, hmm, \$2,154.90 for fees and  
20 costs. And then the Order Denying the Motion to Recuse.  
21 There are two orders. Correct, Your Honor.

22 THE COURT: Okay.

23 MR. LEEN: And then I will file the updated or  
24 judgment summary, judgment, and provide notice of the  
25 Presentation and will do so without oral argument per your

1 request, Your Honor.

2 THE COURT: All right. Thank you.

3 WALTER S. PAGE: I can see this is all about  
4 money.

5 But can I speak now, Your Honor?

6 I'd like to know --

7 THE COURT: No. No, sir. You-- You've  
8 done --

9 WALTER S. PAGE: -- if you're going to recuse  
10 yourself from this case.

11 THE COURT: I've already denied your motion.

12 WALTER S. PAGE: If not, I'm going to seek the  
13 judicial council about it.

14 THE COURT: I denied your motion. You can go  
15 anywhere you wish to.

16 WALTER S. PAGE: Okay. All right. I am going  
17 to do that.

18 THE COURT: I denied both of your motions.

19 WALTER S. PAGE: Mm-hmm.

20 THE COURT: I've signed orders denying your  
21 motions. So the motion is over.

22 WALTER S. PAGE: Okay.

23 THE COURT: Thank you.

24 WALTER S. PAGE: Thank you, Your Honor.

25 MR. LEEN: Thank you, Your Honor.

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C E R T I F I C A T E

I, Karen P. Shipley, do hereby certify that the foregoing Verbatim Report of Proceedings was taken by me to the best of my ability and completed on Monday, March 28, 2011, and thereafter transcribed by me by means of computer-aided transcription;

That I am not a relative, employee, attorney or counsel of any such party to this action or relative or employee of any such attorney or counsel, and I am not financially interested in the said action or the outcome thereof.

That I am herewith affixing my seal this 31st day of March, 2011.

---

Karen P. Shipley, CSR No. 2051

# **APPENDIX F**

## Corporations Division - Registration Data Search

MULESKINNERS, INC.

UBI Number	601101564
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	08/11/1988
Expiration Date	08/31/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	PO BOX 2622
City	OAK HARBOR
State	WA
Zip	98277

### Governing Persons

Title	Name	Address
President,Chairman	CHURCHILL , GEORGE	OAK HARBOR , WA
Secretary	CHURCHILL , VICKIE	OAK HARBOR , WA

## Corporations Division - Registration Data Search

V&G CONSTRUCTION, INC.

UBI Number	601662690
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	09/20/1995
Expiration Date	09/30/1998
Inactive Date	12/21/1998
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	VICKIE I CHURCHILL
Address	4149 N JONES RD
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	
City	
State	
Zip	

### Governing Persons

Title	Name	Address
Secretary,Treasurer,Director	CHURCHILL , VICKIE	PO BOX 2622 OAK HARBOR , WA 98277
President,Chairman	CHURCHILL , GEORGE	PO BOX 2622 OAK HARBOR , WA 98277

## Corporations Division - Registration Data Search

CHURCHILL & ASSOCIATES, INC.

UBI Number	600304865
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	09/13/1978
Expiration Date	09/30/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SE 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	PO BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

### Governing Persons

Title	Name	Address
President,Chairman	CHURCHILL , GEORGE	OAK HARBOR , WA
Secretary	CHADDUCK , CINDY	OAK HARBOR , WA

## Corporations Division - Registration Data Search

EAST BAY CONSTRUCTION, INC.

UBI Number	601854218
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	02/18/1998
Expiration Date	02/28/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE CHURCHILL
Address	31925 SR 20 PO BOX 1696
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	
City	
State	
Zip	

### Governing Persons

Title	Name	Address
Vice President,Chairman	CHURCHILL , GEORGE	OAK HARBOR , WA

## Corporations Division - Registration Data Search

FROSTAD POND HOMEOWNERS' ASSOCIATION

UBI Number	602825357
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	04/18/2008
Expiration Date	04/30/2009
Inactive Date	08/03/2009
Duration	Perpetual
Registered Agent Information	
Agent Name	GEORGE CHURCHILL
Address	31925 SR 20 PO BOX 1696
City	OAK HARBOR
State	WA
ZIP	98277
Special Address Information	
Address	
City	
State	
Zip	

## Corporations Division - Registration Data Search

COUPEVILLE RESERVE, LLC

UBI Number	602614319
Category	LLC
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	05/12/2006
Expiration Date	05/31/2014
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
Special Address Information	
Address	PO BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

### Governing Persons

Title	Name	Address
Member	CHURCHILL , GEORGE	OAK HARBOR , WA
Member	CHURCHILL , VICKIE	OAK HARBOR , WA
Member	WALLEA , DARREL	COUPEVILLE , WA
Member	WALLEA , CINDY	COUPEVILLE , WA

## Corporations Division - Registration Data Search

CROSBY CORNER, LLC

UBI Number	602604292
Category	LLC
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	04/13/2006
Expiration Date	04/30/2009
Inactive Date	08/03/2009
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20 PO BOX 2622
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	
City	
State	
Zip	

### Governing Persons

Title	Name	Address
Member	CHURCHILL , GEORGE	PO BOX 2622 OAK HARBOR , WA 98277
Member	CHURCHILL , VICKIE	PO BOX 2622 OAK HARBOR , WA 98277

## Corporations Division - Registration Data Search

CROSBY TRACE, LLC

UBI Number	602604295
Category	LLC
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	04/13/2006
Expiration Date	04/30/2009
Inactive Date	08/03/2009
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20 PO BOX 2622
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	
City	
State	
Zip	

### Governing Persons

Title	Name	Address
Member	CHURCHILL , GEORGE	OAK HARBOR , WA
Member	CHURCHILL , VICKIE	OAK HARBOR , WA

## Corporations Division - Registration Data Search

ON FROSTAD POND, LLC

UBI Number	602604298
Category	LLC
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	04/13/2006
Expiration Date	04/30/2009
Inactive Date	08/03/2009
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20 PO BOX 2622
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	
City	
State	
Zip	

### Governing Persons

Title	Name	Address
Manager	CHURCHILL , GEORGE	PO BOX 2622 OAK HARBOR , WA 98277
Member	CHURCHILL , VICKIE	PO BOX 2622 OAK HARBOR , WA 98277

## Corporations Division - Registration Data Search

SEA VIEW CONDOMINIUM ASSOCIATION

UBI Number	601524936
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	01/27/1994
Expiration Date	01/31/2014
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
Special Address Information	
Address	PO Box 1696
City	OAK HARBOR
State	WA
Zip	98277

### Governing Persons

Title	Name	Address
Treasurer	BISHOP, ANNE	861 SE REGATHA DR #102 OAK HARBOR, WA 98277
President	ROBERTS, NORMAN	320 SE BARRINGTON DR B101 OAK HARBOR, WA 98277

# Corporations Division - Registration Data Search

OAK HARBOR HOUSE, DIVISION NO. ONE, ASSOCIATION

[Purchase Documents for this Corporation »](#)

UBI Number	601124786
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	10/31/1988
Expiration Date	10/31/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	PO BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

**Governing Persons**

Title	Name	Address
President	SAAR, MARSHA	1041 38TH ST BELLINGHAM, WA 98229
Secretary	RALLS, BETTY	587 NW FAIRHAVEN DR OAK HARBOR, WA 98277
Vice President	CHURCHILL, GEORGE	PO BOX 2622 OAK HARBOR, WA 98277

[Purchase Documents for this Corporation »](#)

# Corporations Division - Registration Data Search

HARBOR TERRACE VILLAGE CONDOMINIUM ASSOCIATION

[Purchase Documents for this Corporation »](#)

UBI Number	602239025
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	10/04/2002
Expiration Date	10/31/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	PO BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

**Governing Persons**

Title	Name	Address
President	CHURCHILL, GEORGE	PO Box 1696 OAK HARBOR, WA 98277
Secretary	SEBENS, KENNETH	855 DUGUALLA RD OAK HARBOR, WA 98277
Vice President	MAU, GORDON	31400 W LAKE KETCHUM RD STANWOOD, WA 98292

[Purchase Documents for this Corporation »](#)

## Corporations Division - Registration Data Search

SPRING HOLLOW HOMEOWNERS ASSOCIATION

[Purchase Documents for this Corporation »](#)

UBI Number	602179275
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	02/04/2002
Expiration Date	02/28/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	P O BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

### Governing Persons

Title	Name	Address
President	CONNELL, JENNIFER	1105 NE CORDERO PL OAK HARBOR, WA 98277
Vice President	HALFACRE, JESSE	1165 NE CORDERO PL OAK HARBOR, WA 98277
Secretary	COSTNER, LIA	1166 NE CORDERO PL OAK HARBOR, WA 98277
Treasurer	BOONE, ERIC	1181 NE CORDERO PL OAK HARBOR, WA 98277

[Purchase Documents for this Corporation »](#)

# Corporations Division - Registration Data Search

MEADOWRIDGE TOWNHOMES CONDOMINIUM ASSOCIATION

[Purchase Documents for this Corporation »](#)

UBI Number	602525536
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	07/28/2005
Expiration Date	07/31/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 STATE RT 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	PO BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

## Governing Persons

Title	Name	Address
President	JOHNSON, JAMES	PO BOX 2121 OAK HARBOR, WA 98277
Vice President	SUTTON, MARYANN	944 QUARTERDECK LP #2 OAK HARBOR, WA 98277

[Purchase Documents for this Corporation »](#)

# Corporations Division - Registration Data Search

FROSTAD POND HOMEOWNERS' ASSOCIATION

[Purchase Documents for this Corporation »](#)

UBI Number	602825357
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	04/18/2008
Expiration Date	04/30/2009
Inactive Date	08/03/2009
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE CHURCHILL
Address	31925 SR 20 PO BOX 1696
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	
City	
State	
Zip	

## Corporations Division - Registration Data Search

PACIFIC CREST PROPERTY OWNERS ASSOCIATION

[Purchase Documents for this Corporation »](#)

UBI Number	602425339
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	08/31/2004
Expiration Date	08/31/2014
Inactive Date	
Duration	Perpetual
<b>Registered Agent Information</b>	
Agent Name	GEORGE B CHURCHILL
Address	31925 SR 20
City	OAK HARBOR
State	WA
ZIP	98277
<b>Special Address Information</b>	
Address	PO BOX 1696
City	OAK HARBOR
State	WA
Zip	98277

### Governing Persons

Title	Name	Address
President	CHURCHILL, GEORGE	PO BOX 1696 OAK HARBOR, WA 98277
Secretary	SEBENS, KEN	855 DUGUALLA BAY RD OAK HARBOR, WA 98277

[Purchase Documents for this Corporation »](#)

## Corporations Division - Registration Data Search

PACIFIC CREST DEVELOPMENT, INC.

[Purchase Documents for this Corporation »](#)

UBI Number	602272960
Category	REG
Profit/Nonprofit	Profit
Active/Inactive	Inactive
State Of Incorporation	WA
WA Filing Date	02/20/2003
Expiration Date	02/28/2005
Inactive Date	06/01/2005
Duration	Perpetual
Registered Agent Information	
Agent Name	GEORGE B CHURCHILL
Address	31925 STATE HWY 20 PO BOX 2622
City	OAK HARBOR
State	WA
ZIP	98277
Special Address Information	
Address	
City	
State	
Zip	

### Governing Persons

Title	Name	Address
President,Chairman	SHEPHERD , DOUG	COUPEVILLE , WA 98239
Treasurer	CHURCHILL , GEORGE	OAK HARBOR , WA 98277

# **APPENDIX G**

[Return to Search Results](#)

**You searched for:** RecDateID >= Mon Jan 01 00:00:00 PST 1883 and <= Tue Jan 07 00:00:00 PST 2014  
and exact search in GrantorID for churchill, vickie and exact search in GranteeID for churchill, george

7 items found, displaying all items.1

Description	Summary
<b>Quit Claim Deed 3341229</b>	11/30/1999 04:08:00 PM B: 803 P: 328 Grantor: <b>CHURCHILL VICKIE I</b> Grantee: <b>CHURCHILL GEORGE B</b>
<b>Power Of Attorney 3380245</b>	07/09/2001 02:21:00 PM B: 849 P: 1005 Grantor: <b>CHURCHILL VICKIE L</b> Grantee: <b>CHURCHILL GEORGE B, MILLER LAURIE NICOLE, ...</b>
<b>Quit Claim Deed 4036242</b>	11/01/2002 03:55:00 PM Grantor: <b>CHURCHILL VICKIE I</b> Grantee: <b>CHURCHILL GEORGE B</b>
<b>Quit Claim Deed 4133376</b>	05/09/2005 01:40:00 PM Grantor: <b>CHURCHILL VICKIE I</b> Grantee: <b>CHURCHILL GEORGE B</b>
<b>Power Of Attorney 4208196</b>	07/30/2007 02:23:34 PM Grantor: <b>CHURCHILL VICKIE</b> Grantee: <b>CHURCHILL GEORGE B</b>
<b>Power Of Attorney 4208194</b>	07/30/2007 02:23:34 PM Grantor: <b>CHURCHILL VICKIE</b> Grantee: <b>CHURCHILL GEORGE B</b>
<b>Power Of Attorney 4208240</b>	07/31/2007 10:29:44 AM Grantor: <b>CHURCHILL VICKIE I</b> Grantee: <b>CHURCHILL GEORGE B</b>

7 items found, displaying all items.1

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**You searched for:** RecDateID >= Mon Jan 01 00:00:00 PST 1883 and <= Tue Jan 07 00:00:00 PST 2014  
and exact search in GrantorID for churchill, george and exact search in GranteeID for churchill, vickie

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Description	Summary
<b>Warranty Deed 3009229</b>	10/09/1984 03:54:00 PM B: 530 P: 628 Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 3094326</b>	11/08/1989 03:34:00 PM B: 586 P: 1641 Grantor: <b>CHURCHILL GEORGE I</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 3124826</b>	03/13/1991 03:28:00 PM B: 607 P: 296 Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 3188562</b>	10/26/1993 03:12:00 PM B: 657 P: 1549 Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 3195653</b>	01/24/1994 02:47:00 PM B: 663 P: 2266 Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 3301617</b>	08/07/1998 03:36:00 PM B: 760 P: 2463 Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I, R13202-313-1900</b>
<b>Quit Claim Deed 4036239</b>	11/01/2002 03:55:00 PM Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 4085735</b>	12/12/2003 03:29:00 PM Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>
<b>Quit Claim Deed 4106925</b>	07/16/2004 03:42:00 PM Grantor: <b>CHURCHILL GEORGE B</b> Grantee: <b>CHURCHILL VICKIE I</b>

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# **APPENDIX H**

1           Section 8 reads-- Or Section 6. Sorry. "The  
2 Respondent agrees that he will assert no claims against  
3 the Petitioner, Debra Page, or any third parties in  
4 connection with the Respondent's sale of the Island County  
5 Deer Lake Road real property that was awarded to her in  
6 the decree. This includes any claims that may relate to  
7 the outbuildings located on the property at the time of  
8 the sale."

9           In essence, Mr. Page is taking the position to affirm  
10 that he is in contempt of Court, essentially, that he was  
11 ordered -- Not once, but twice -- to complete any  
12 documents necessary to accomplish the transfer of the  
13 property initially to Debra. And then the second time to  
14 not interfere with the ownership of the property by the  
15 Hovicks.

16           We would be more than willing to settle this case  
17 through the preparation of a quitclaim deed to be signed  
18 by Mr. Page and filed with the Island County recorder's  
19 office. We would, of course, deliver that to the title  
20 company.

21           However, honestly, based on the order of the Court  
22 initially in 1999, which, under RCW 6.28.030, effectively  
23 is a conveyance pursuant to judgment, we're not actually  
24 convinced that a quitclaim deed is necessary.

25           THE COURT: All right. Thank you.