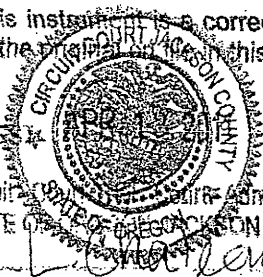


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This instrument is a correct copy  
of the original filed in this office.



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CIRCUIT COURT ADMINISTRATOR  
COURT REPORTER BY \_\_\_\_\_

ATTORNEY AT LAW  
Circuit Court Administrator  
STATE OF OREGON JACKSON COUNTY  
BY: *[Signature]*

IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY

In the Matter of the Marriage of:

**MARIA ISABEL LARGAESPADA,**

Petitioner,

v.

**MATTHEW BRUCE SORENSEN,**

Respondent.

Case No. 09-5342-D9

STIPULATED GENERAL JUDGMENT

(Dissolution of Marriage)

This matter coming before the Court on the Petition filed by Maria Isabel Largaespada (hereinafter "Petitioner-wife") on November 17, 2009, and Matthew Bruce Sorensen's (hereinafter "Respondent-husband") Response filed on December 10, 2009, and the parties having reached an agreement to the terms herein, and the Court being fully advised in the premises, IT IS ORDERED AND ADJUDGED AS FOLLOWS:

1. Petitioner-wife and Respondent-husband have irreconcilable differences which have caused the irremediable breakdown of their marriage.
2. The court has jurisdiction over Petitioner-wife and Respondent-husband.
3. Petitioner-wife and Respondent-husband were married August 31, 1996, in Indianapolis, IN.
4. Petitioner-wife is not now pregnant.
5. There are no minor children of this marriage.
6. Respondent-husband's address is [REDACTED]
7. Petitioner-wife's address is [REDACTED]

[REDACTED]

1           8.       For a period of six (6) months immediately prior to the filing of the petition for dissolution,  
2       Petitioner-wife and Respondent-husband continuously have been, and now are, residents and inhabitants  
3       of the State of Oregon.

4           9.       No domestic relations suits or petitions for support pursuant to ORS 108.110 involving this  
5       marriage of Petitioner-wife and Respondent-husband are pending in any other court in the State of Oregon  
6       or any other State.

7           10.      This marriage should be dissolved and Petitioner-wife and Respondent-husband should  
8       be granted the relief hereinafter set forth.

9           IT IS HEREBY ORDERED AND ADJUDGED that:

10          1.       The marital status of the parties is terminated the date this General Judgment is signed.  
11       The provisions of this Judgment are effective immediately.

12           1.1      Any provision in a party's Will that is now in force and effect that benefits the now  
13       former spouse shall be deemed revoked in accordance with the provisions of ORS 112.315. This  
14       revocation shall cause the Will to be interpreted as if the former spouse did not survive the testator.

15           1.2      Any provision in any trust created by or for the benefit of a party that is now in  
16       force and effect that benefits the now former spouse shall be deemed revoked, and the trust shall be  
17       interpreted as if the former spouse did not survive the decedent.

18           1.3      Any designation of the now former spouse as a beneficiary of any other benefit,  
19       including, but not limited to, retirement benefits, IRA accounts, life insurance policies, annuities, or other  
20       assets where a party is able to designate a beneficiary to receive the proceeds of that asset upon the  
21       death of that party, which was in place on or before the date of this general judgment, shall be deemed to  
22       have been revoked. The benefit shall be paid to the secondary or contingent beneficiary or, if no  
23       beneficiary is named, then to the decedent's estate. The surviving former spouse shall cooperate with the  
24       decedent's estate in assuring this directive is completed, specifically including the affirmative responsibility  
25       to disclaim, in writing, and within nine months of the date of death to assure that the surviving former  
26       spouse does not receive any benefit as a result of the decedent's failure to modify the beneficiary

1 designation of the above-described assets.

2 2. Personal Property

3 2.1 Petitioner-wife is hereby awarded and shall receive free from any claim of  
4 Respondent-husband:

5 2.1.1 Petitioner-wife is awarded the personal property in her possession. She  
6 is awarded the Subaru Forester automobile, Oregon [REDACTED] Respondent-husband shall  
7 complete any documents necessary to register and title this vehicle in wife's name, if necessary, within 30  
8 days following the entry of this Stipulated General Judgment. If there is a loan associated with this vehicle,  
9 Petitioner-wife shall use her best efforts to remove Respondent-husband's name from the loan documents  
10 for this vehicle within 90 days of the entry of this Stipulated General Judgment. Petitioner-wife shall  
11 indemnify and hold Respondent-husband harmless from any debt associated with the Subaru Forester  
12 automobile.

13 2.1.2 Petitioner-wife is awarded all of the parties' interest in the Pono Kai  
14 condominium timeshare known as Building K, apartment K-207 on Kapaa, Kauai, HI.

15 2.1.3 Petitioner-wife is awarded the parties' certificate of deposit no. [REDACTED]  
16 with Sterling Savings Bank with an approximate value of \$1,082.

17 2.2 Respondent-husband is hereby awarded and shall receive free from any claim of  
18 Petitioner-wife:

19 2.2.1 Respondent-husband is awarded the personal property in his possession.  
20 He is awarded the Ford F-250 truck, Oregon [REDACTED] and the F-150 farm truck, Oregon license  
21 [REDACTED]. Petitioner-wife shall complete any documents necessary to register and title these vehicles in  
22 husband's name, if necessary, within 30 days following the entry of this Stipulated General Judgment. If  
23 there is a loan associated with either or both of these vehicles, Respondent-husband shall use his best  
24 efforts to remove Petitioner-wife's name from the loan documents for this vehicle within 90 days of the  
25 entry of this Stipulated General Judgment. Respondent-husband shall indemnify and hold Petitioner-wife  
26 harmless from any debt associated with the Ford F-250 truck and F-150 farm truck.

1                                    2.2.2    Respondent-husband is awarded the parties' certificate of deposit no.  
2    [REDACTED] with an approximate value of \$1000.00.

3                                    2.2.3    Respondent-husband is awarded his [REDACTED] and the  
4 remainder of the inheritance he received from his father's estate.

5                                    2.3      A party's personal papers are specifically awarded to that party. Each party shall  
6 use his or her best effort now and in the future to provide the other party with that party's personal papers  
7 and records. Those include, but are not limited to, birth certificates, passports, baptismal records, wills,  
8 military discharge papers, etc. Each party shall also cooperate with the other in providing financial  
9 documents that may be necessary from time to time.

10                                  3.      Child Custody and Child Support  
11                                    There are no minor children of the marriage.

12                                  4.      Spousal Support  
13                                    Neither party is awarded spousal support.

14                                  5.      Real Property  
15                                    The real property known as Longsword Vineyard and located 8555 Hwy. 238, Jacksonville,  
16 Oregon will be awarded to Respondent-husband, free from any claim of interest by Petitioner-wife, subject  
17 to the parties' purchase agreement, Exhibit A. Once Respondent-husband has fulfilled his obligations  
18 regarding Exhibit A, Petitioner-wife shall execute any necessary documents, including a bargain and sale  
19 deed, and release all of her interest in said real property. The parties' obligations regarding Exhibit A shall  
20 be considered by both parties to be a non-taxable separation of a marital assets and therefore, not  
21 dischargeable in bankruptcy.

22                                  6.      Debts  
23                                    A. Petitioner-wife shall indemnify and hold Respondent-husband harmless while assuming full  
24 and complete responsibility for the following obligations and debts:

25                                    1. [REDACTED] or accounts belonging to Petitioner-wife and ending in  
26 [REDACTED]

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[REDACTED]

2. [REDACTED] for an account belonging to Petitioner-wife and ending in [REDACTED]

[REDACTED]

3. [REDACTED] for an account belonging to Petitioner-wife and ending in

[REDACTED]

4. All other debt in sole name of Petitioner-wife of any kind.

B. Respondent-husband shall indemnify and hold Petitioner-wife harmless while assuming full and complete responsibility for the following obligations and debts:

1. [REDACTED] for accounts belonging to Respondent-husband and ending in [REDACTED]

[REDACTED]

[REDACTED]

2. [REDACTED] for accounts belonging to Respondent-husband and ending in

[REDACTED]

3. [REDACTED] for an account belonging to Respondent-husband and ending in

[REDACTED]

4. [REDACTED] for accounts belonging to Respondent-husband and ending in

[REDACTED]

5. [REDACTED] account belonging to Respondent-husband and ending in

[REDACTED]

6. The promissory note for \$7800 for funds borrowed from Amy Lynn Sorenson Vangeloff on 1-11-2010.

7. All other debt in sole name of Respondent-husband of any kind.

7. Retirement Accounts

Petitioner-wife shall retain and is awarded all of her interest in her [REDACTED] and all

[REDACTED]

1 other retirement accounts in her own name. Petitioner-wife shall receive all of her [REDACTED]  
2 [REDACTED] from any interest of Respondent-husband.


3 Respondent-husband is awarded and shall retain his pension earned as a result of his  
4 employment with [REDACTED] and all other retirement accounts in his own name. Respondent-  
5 husband shall receive all of his social security retirement benefits free and clear from any interest of  
6 Petitioner-wife.

7  
8 8. [REDACTED] Petitioner-wife and Respondent-husband shall each retain her or his [REDACTED]  
9 [REDACTED]

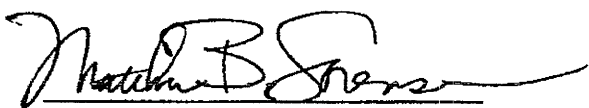
10 9. The parties shall be entitled to seek an award of attorney fees and costs against the  
11 breaching party to enforce the terms of this agreement

12 I sign this stipulated general judgment on my own volition, with full knowledge of the facts, and  
13 with full information as to my legal rights and liabilities. In some instances, the terms of this stipulated  
14 judgment represent a compromise of disputed issues. However, I believe the terms and conditions to be  
15 fair and reasonable under the circumstances. I have read the stipulated judgment and agree that it  
16 accurately reflects our agreement.

17 IT IS SO STIPULATED:

18   
19 Maria I. Largaespada, Petitioner

20 4/11/11  
21 DATE

22   
23 Matthew B. Sorensen, Respondent

24 11 April 2011  
25 DATE

26 IT IS SO ORDERED AND ADJUDGED.

Dated this 13<sup>th</sup> day of April, 2011.

RON GRENSKY  
Circuit Court Judge

**Exhibit A**  
**AGREEMENT OF PURCHASE AND SALE**

This Agreement of Purchase and Sale (the "Agreement") is made and entered into as of April 11, 2011, by and between Respondent Matthew Sorenson, ("Buyer"), and Petitioner Maria Largaespada, ("Seller").

**Recitals**

The Seller is an owner of an interest in the real property and improvements on it, commonly known as Longsword Vineyard,, Jacksonville, Jackson County, Oregon, ("the Property") and more particularly described in Exhibit B, legal description, attached.

The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer the Property. The terms of this Agreement are as follows:

1. Purchase and Sale. The Seller agrees to sell all of her interest in the Property to the Buyer, and the Buyer agrees to purchase all of her interest in the Property from the Seller upon the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be \$54,859 at 5.82% per annum.

(a) Allocation of Purchase Price. The Purchase Price of \$54,859 to be paid by the Buyer to the Seller shall be allocated as follows:

(i) Real Property -- \$54,859. This amount shall be indicated as the purchase price in the deed.

3. Payment of Purchase Price. The purchase price shall be payable as follows: Monthly payments of \$478.19 over 14 years. Monthly payments are due the 18<sup>th</sup> of each month, the first of such payments is due April 18, 2011. An additional balloon payment \$39,219 is due December 1, 2016.

4. Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to do so with the provisions here.

5. Legal and Equitable Enforcement of This Agreement.

(a) Default by the Seller. In the event the consummation of the transaction here contemplated does not occur by reason of any default by the Seller, the Buyer shall be entitled to all its reasonable attorney fees and out-of-pocket expenses incurred in

connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

(b) **Default by the Buyer.** In the event the consummation of the transaction here contemplated does not occur by reason of any default by the Buyer, the Seller shall be entitled to all its reasonable attorney fees and out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

## 6. Miscellaneous.

(a) **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) **Waivers.** No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) **Survival of Representations.** The covenants, agreements, representations, and warranties made here shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.

(d) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

(e) **Attorney Fees.** In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

(f) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it, including but not limited to, the Sale Agreement and Receipt for Earnest Money and all addenda thereto and/or modifications thereof. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly



authorized in writing or as otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(g) Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

(h) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

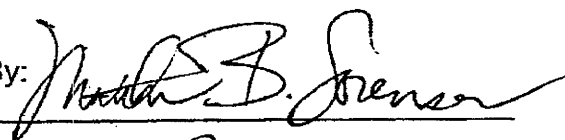
7. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

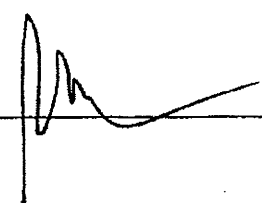
BUYER:

Matthew Sorenson

By:   
11 April 2011

SELLER:

Maria Largaespada

By:  4/11/11

Rate Period: Monthly

Nominal Annual Rate: 5.820%

Daily Rate: 0.01595%

pre BK  
payment schedule

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date Paid		Date Due	Payment	Interest	Principal	Balance
	Sale Price	4/11/2011				54,859.00
1/28/2011	1	4/18/2011	478.19	61.23	416.96	54,442.04
2/17/2011	2	5/18/2011	478.19	264.04	214.15	54,227.89
3/22/2011	3	6/18/2011	478.19	263.01	215.18	54,012.71
4/20/2011	4	7/18/2011	478.19	261.96	216.23	53,796.48
5/19/2011	5	8/18/2011	478.19	260.91	217.28	53,579.20
6/20/2011	6	9/18/2011	478.19	259.86	218.33	53,360.87
7/18/2011	7	10/18/2011	478.19	258.80	219.39	53,141.48
8/18/2011	8	11/18/2011	478.19	257.74	220.45	52,921.03
9/19/2011	9	12/18/2011	478.19	256.67	221.52	52,699.51
10/19/2011	10	1/18/2012	478.19	255.59	222.60	52,476.91
11/21/2011	11	2/18/2012	478.19	254.51	223.68	52,253.23
12/20/2011	12	3/18/2012	478.19	253.43	224.76	52,028.47
1/19/2012	13	4/18/2012	478.19	252.34	225.85	51,802.62
2/22/2012	14	5/18/2012	478.19	251.24	226.95	51,575.67
3/20/2012	15	6/18/2012	478.19	250.14	228.05	51,347.62
4/24/2012	16	7/18/2012	478.19	249.04	229.15	51,118.47
5/23/2012	17	8/18/2012	478.19	247.92	230.27	50,888.20
6/19/2012	18	9/18/2012	478.19	246.81	231.38	50,656.82
7/26/2012	19	10/18/2012	278.19	245.69	32.50	50,624.32
8/24/2012	20	11/18/2012	478.18	245.53	232.65	50,391.67
3/30/2013	21	12/18/2012	478.19	244.40	233.79	50,157.88
5/1/2013	22	1/18/2013	478.19	243.27	234.92	49,922.96
6/4/2013	23	2/18/2013	478.19	242.13	236.06	49,686.90
9/18/2013	24	3/18/2013	478.19	240.98	237.21	49,449.69
10/16/2013	25	4/18/2013	478.19	239.83	238.36	49,211.33

BK filed 8/14/13

payments started  
going to BK estate

**FORM 2**  
**ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD**

Case No: 13-63133 -FRA  
 Case Name: LARGAESPADA, MARIA ISABEL

Trustee Name: JOSEPH M. CHARTER

[REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]

1 Transaction Date	2 Check or Reference	3 Paid To / Received From	4 Description Of Transaction	Uniform Trans. Code	5 Deposits (\$)	6 Disbursements (\$)	7 Account / CD Balance (\$)
			BALANCE FORWARD				0.00
09/23/13	8	Michael Sorenson Longsword Estate [REDACTED]	Pmt on Property Division	1129-000	478.19		478.19
10/21/13	8	Longsword Winery LLC [REDACTED] 0	Pmt on Property Division	1129-000	478.19		956.38
11/19/13	8	LONGSWORD ESTATE	Pmt on Property Division	1129-000	478.19		1,434.57
12/18/13	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		1,912.76
12/26/13		UNION BANK	BANK SERVICE FEE	2600-000		15.00	1,897.76
01/17/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		2,375.95
01/27/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	2,360.95
02/03/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt of Arrearage amount due	1129-000	3,067.56		5,428.51
02/19/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		5,906.70

**FORM 2  
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD**

Case No: 13-63133 -FRA  
Case Name: LARGAESPADA, MARIA ISABEL

Trustee Name: JOSEPH M. CHARTER

1 Transaction Date	2 Check or Reference	3 Paid To / Received From	4 Description Of Transaction	Uniform Trans. Code	5 Deposits (\$)	6 Disbursements (\$)	7 Account / CD Balance (\$)
		[REDACTED]					
02/25/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	5,891.70
03/19/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		6,369.89
03/24/14	001001	INTERNATIONAL SURETIES, LTD [REDACTED]	BLANKET BOND DISBURSEMENT BOND #016027975	2300-000		4.56	6,365.33
03/25/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	6,350.33
04/22/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		6,828.52
04/25/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	6,813.52
05/21/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		7,291.71
05/27/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	7,276.71
06/23/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		7,754.90

FORM 2  
ESTATE CASH RECEIPTS AND DISBURSEMENTS RECORD

Case No: 13-63133 -FRA  
Case Name: LARGAESPADA, MARIA ISABEL

Trustee Name: JOSEPH M. CHARTER



1 Transaction Date	2 Check or Reference	3 Paid To / Received From	4 Description Of Transaction	Uniform Trans. Code	5 Deposits (\$)	6 Disbursements (\$)	7 Account / CD Balance (\$)
06/25/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	7,739.90
07/25/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	7,724.90
07/30/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	478.19		8,203.09
08/22/14	8	LONGSWORD WINERY LLC [REDACTED]	Pmt on Property Division	1129-000	473.19		8,676.28
08/25/14		UNION BANK	BANK SERVICE FEE	2600-000		15.00	8,661.28

Account ***** [REDACTED]	Balance Forward	0.00		
	13 Deposits	8,800.84		
	0 Interest Postings	0.00		
	Subtotal	\$ 8,800.84		
	0 Adjustments In	0.00		
	0 Transfers In	0.00		
	Total	\$ 8,800.84		
			1 Checks	4.56
			9 Adjustments Out	135.00
			0 Transfers Out	0.00
			Total	\$ 139.56