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2 ATTORNEYS AT LAW
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FILED
MAY 20 PM 3:08
CLERK DEP.

By: **Melvin Sternberg**
Arizona State Bar No.: **001310**

Attorney for: **Petitioner**

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 **In Re the Marriage of:**

9 **ALICE M. BROWN,**

10 **Petitioner,**

11 **and**

12 **MATTHEW M. BROWN,**

13 **Respondent.**


No. DR 94-06764

ACCEPTANCE OF SERVICE

14 **STATE OF ARIZONA)**
15 **County of Maricopa) ss.**

16 **STEVEN K. LARSON, being first duly sworn upon oath,**
17 **deposes and says:**

18 **That he is the Attorney for the Respondent in the**
19 **foregoing action, that he acknowledges receipt of true copies of**
20 **the Petition for Dissolution of Marriage, Summons, Preliminary**
21 **Injunction, and Notice of Right to Convert Health Insurance, and**
22 **agrees that this action may proceed as if Respondent had been**
23 **personally served with these documents in the State of Arizona,**
24 **this 16th day of May, 1994.**

25
26 **By** 
27 **Steven K. Larson**
28 **2800 South Rural, Suite A**
Tempe, Arizona 85282

XCC
5/19/94

1
2 A. Transfer, encumber, conceal, sell, or otherwise
3 dispose of any of the joint, common or community property of
4 Petitioner and/or Respondent except in the usual course of business
5 or for the necessities of life, without the written consent of both
6 Petitioner and Respondent or the permission of the Court.

7 B. Molest, harass, disturb the peace of, or commit an
8 assault or battery on your spouse (Petitioner or Respondent) or any
9 natural or adopted child of Petitioner and/or Respondent.

10 C. Remove any natural or adopted child of Petitioner
11 and/or Respondent presently residing in Arizona from the State of
12 Arizona without the prior written consent of both Petitioner and
13 Respondent or the permission of the Court.

14 IT IS FURTHER ORDERED that this Injunction is effective
15 against both parties to this action. If you are the Petitioner,
16 the Injunction is effective upon filing the Petition for
17 Dissolution or Legal Separation. If you are the Respondent, this
18 Injunction is effective upon being served with, or accepting
19 service of, a copy of this Injunction upon you.

20 IT IS FURTHER ORDERED that this Injunction has the same
21 force and effect of an Order of the Superior Court signed by a
22 Judge and is enforceable by all remedies made available by law,
23 including Contempt of Court.

24 Issued under my hand and the seal of the Superior Court
25 of the State of Arizona, in and for the County of Maricopa, this
26 date: MAY 22 1964

27 JUDITH ALLEN
28 Clerk of the Superior Court

By [Signature]
Deputy Clerk

29 DESCRIPTION OF PETITIONER:

30 Sex: Female Race: Caucasian Date of Birth: 07-31-66
31 Height: 5' 3 1/2" Weight: 115 Eyes: Blue
32 Hair: Brown Social Security Number: 524-75-0663

33 DESCRIPTION OF RESPONDENT:

34 Sex: Male Race: Caucasian Date of Birth: 05-16-60
35 Height: 6'0" Weight: 160 Eyes: Green
36 Hair: Brown Social Security Number: Unknown

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SUBSCRIBED AND SWORN to before me this 11th day of May,
1994.

Carolyn P. Butler
Notary Public

My Commission Expires:

10-9-95



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4 By: Melvin Sternberg
Arizona State 001310

5 Attorney for: Petitioner

6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

7 IN AND FOR THE COUNTY OF MARICOPA

8 In re the Marriage of:)

9 ALICE M. BROWN,)

10 Petitioner,)

11 vs.)

12 MATTHEW M. BROWN,)

13 Respondent.)

No. DR 94-06764

WIFE'S POSITION STATEMENT

(Assigned to the Honorable
Barry C. Schneider)

14
15 COMES NOW the Petitioner, ALICE M. BROWN, hereinafter
16 referred to as "Wife", by and through her undersigned attorney, and
17 hereby submits her Position Statement in the above-referenced
18 matter.

19 CONTESTED ISSUES OF FACT

- 20 1. What constitutes an equitable division of the
21 parties' assets.
- 22 2. What constitutes an equitable division of the
23 parties' liabilities.
- 24 3. Is Husband entitled to retain as his sole and
25 separate property, his funds from prior to the marriage, or have
26 the funds been sufficiently commingled or spent so as to be non-
27 existent or non-identifiable.
- 28 4. Has Husband committed waste of community assets.

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WIFE'S POSITION

1. **DIVISION OF COMMUNITY ASSETS:** Wife proposes the following as an equitable division of the community assets of the parties:

Marital Residence: Wife proposes that she be awarded the marital residence located at 5134 East Keresan Street, Phoenix, Arizona, as her sole and separate property, subject to all liens and encumbrances thereon. Since there is no equity in said residence, there should be no offset to Husband.

Vehicles: Each party should retain the vehicle currently in his or her possession, subject to all liens and encumbrances thereon.

Furniture, Furnishings, Appliances, and Personalty: Each party should retain those items of furniture, furnishings, appliances, and personalty currently in his or her possession or control.

Gun Collection: Wife proposes that Husband retain the gun collection, and that Wife be given an offset for the value thereof.

Bank Accounts etc.: Each party should retain all accounts in banks, savings and loan associations, thrift associations, brokerage institutions and credit unions standing in the name of that party.

Husband's Interest in Plasterers' Union Benefit Trust: Wife proposes that she receive one-half of the community interest in Husband's retirement plan. In an effort to reduce the

1 number of qualified domestic relations orders prepared, Wife
2 proposes that her one-half interest be offset against Husband's
3 interest in her retirement plan with Fennemore Craig, P.C.
4

5 Wife's Interest in Fennemore Craig, P.C. Retirement
6 Plan: Wife proposes that Husband receive one-half of the community
7 interest in her retirement plan which has accrued in connection
8 with her employment at Fennemore Craig, P.C., less Wife's one-half
9 interest in Husband's retirement plan. Husband should receive his
10 interest therein pursuant to a qualified domestic relations order,
11 which shall be prepared and paid for by Husband.

12 2. DIVISION OF DEBTS: Wife proposes that she be
13 responsible for the balance due and owing STM Mortgage, so long as
14 she is awarded the marital residence herein. In the event Husband
15 is awarded the marital residence, Wife proposes that he be
16 responsible for this obligation. Wife further proposes that each
17 party be responsible for any and all liens against the vehicle
18 awarded to that party.

19 In addition, Wife proposes that each party should be
20 responsible for any debt or obligation incurred by that party since
21 the date of separation. The party awarded a particular asset
22 should assume all responsibility for paying any debts in connection
23 with that asset, holding the other party harmless from such a debt,
24 and from attorneys' fees and costs of any litigation in connection
25 therewith.

26 3. HUSBAND'S SOLE AND SEPARATE CLAIM: It is Wife's
27 position that the monies which were held in the community bank
28

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1 accounts, were community in nature in their entirety. The parties
2 have previously divided these accounts, giving Husband
3 approximately \$31,000 and Wife approximately \$28,000, the
4 difference being used to offset the variance in the values of the
5 vehicles, furniture/furnishings, and personal property.

6 4. HUSBAND'S WASTE OF COMMUNITY ASSETS: Wife alleges
7 that Husband has committed waste of community assets by the
8 following actions:

9 A) During the pendency of these proceedings,
10 Husband has failed and refused to obtain full-time employment.
11 Rather, Husband has worked either intermittently or not at all.
12 Historically, Husband earned approximately \$2,400 per month. Wife
13 alleges that for those months Husband has refused to work, Husband
14 has committed waste of this community asset at the rate of \$2,400
15 per month, and she should be entitled to an offset therefor.

16 B) At the time of the filing of the Petition for
17 Dissolution of Marriage, the community had an interest in a life
18 insurance policy with Allstate. Upon information and belief,
19 during the pendency of these proceedings, Husband ceased making
20 payments on said policy, allowing the cash surrender value to be
21 depleted in its entirety. Wife alleges that Husband's actions
22 constitute waste, and Wife should be entitled to an offset for the
23 value of this policy prior to Husband's dissipation of the value
24 thereof.

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1
2 **RESPECTFULLY SUBMITTED this 20th day of June, 1995.**

3 **STERNBERG & SINGER, LTD.**

4 By Melvin Sternberg
5 **Melvin Sternberg**
6 **80 East Columbus**
7 **Phoenix, Arizona 85012**
8 **Attorney for Petitioner**

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HUSBAND'S POSITION STATEMENT

It is Husband's position that he had \$16,735.00 that was his sole and separate property from the beginning of the marriage. \$13,000.00 of these funds were transferred to another account in both parties' names, but was not sufficiently commingled with community funds so that the identity of the separate funds were lost. The separate funds were placed in an account that included the name of the Wife as an accommodation only. It was not a gift to the community, but rather Husband desired that, in the event of his untimely death, that Wife would then have the funds immediately available to her.

Regarding the division of community property, it is evident from the list of the division of community assets that Husband has received, or has in his possession, exclusive of the liquidation of the investment and bank accounts, property having a present value of \$2610.00. Wife has, exclusive of property received from the division of investment and bank accounts, community property in the amount of \$13,750.00. Husband should receive an equalization payment from Wife in the amount of \$5,570.00.

Husband has a right to one-half ($\frac{1}{2}$) of Wife's retirement fund from her employer as of the date of dissolution, not as of the date of the last information provided by Wife, which is not current.

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By: **Melvin Sternberg** 001310
Arizona State Bar No.:

5 Attorney for: **Petitioner**

JUDITH
BY *Melvin Sternberg*
FILED
MAY -3 PM 3:19

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MARICOPA**

8 In re the Marriage of:)
9 **ALICE M. BROWN,**)
10 **Petitioner,**)
11 **and**)
12 **MATTHEW M. BROWN,**)
13 **Respondent.**)

DR94-06764
NO. _____
**NOTICE OF RIGHT TO CONVERT
HEALTH INSURANCE**
(Domestic Relations)

14
15 **PURSUANT TO A.R.S. SECTION 20-1377 AND SECTION 20-1408:**

16 **THIS IMPORTANT NOTICE is provided to the Petitioner in order**
17 **that the parties to dissolution are aware of a dependent spouse's**
18 **right to continuance of health insurance coverage under existing**
19 **group or individual policies. This Notice shall be served on the**
20 **Respondent together with the Petition for Dissolution of Marriage**
or Legal Separation, Preliminary Injunction and Summons. Coverage
provided by a conversion policy must provide benefits most similar
to the coverage in the policy, but may contain less coverage at the
option of the dependent.

21 **Children may also be covered at the option of the dependent**
spouse who has responsibility for care and support of the children.

22 **Conversion is not available to a person who is eligible for**
23 **Medicare or other similar disability benefits which together with**
24 **the conversion would constitute overinsurance. However, dependent**
children of a person eligible for Medicare may be covered by a
conversion or continuation.

25 **The dependent spouse must notify the insurance company of the**
26 **conversion or continuation of coverage and pay the monthly premium**
27 **within thirty-one (31) days of the date coverage would otherwise**
28 **terminate.**



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By: **Melvin Sternberg**
 Arizona State Bar No.: **001310**

Attorney for: **Petitioner NEW COMPLAINTS**

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

In re the Marriage of:)

ALICE M. BROWN,)

Petitioner,)

and)

MATTHEW M. BROWN,)

Respondent.)

NO. DR DR94-06764

**PETITION FOR DISSOLUTION
 OF MARRIAGE
 (Without Children)
 (Domestic Relations)**

COMES NOW the Petitioner, **ALICE M. BROWN**, hereinafter referred to as "Wife", by and through her undersigned attorney, and for the Petition for Dissolution of Marriage, alleges as follows:

1. Wife resides at 5134 East Keresan Street, Phoenix, Arizona, 85044; her date of birth is July 31, 1964; and she is currently employed as a legal secretary for Fennimore, Craig P.C.

2. Respondent, **MATTHEW M. BROWN**, hereinafter referred to as "Husband", resides at 5134 East Keresan Street, Phoenix, Arizona, 85044; his date of birth is May 16, 1960; and he is currently employed as a foreman for Smith and Green.

3. At the commencement of this action, at least one of the parties has been domiciled in Maricopa County, State of Arizona for more than ninety (90) days.

4. The parties were married on June 7, 1986 in Phoenix,

1 Arizona, and since said date have been and are now husband and
2 wife.

3 5. The marriage of the parties is irretrievably broken
4 and there is no reasonable prospect of reconciliation.

5 6. There are no minor children born common to the
6 parties. Wife is not now pregnant.

7 7. Wife's earning ability is tenuous, and she may be
8 without sufficient funds with which to support herself or with
9 which to pay her reasonable attorney's fees and costs incurred in
10 this matter.

11 8. Husband should be ordered to pay to Wife a
12 reasonable sum per month as and for spousal maintenance.

13 9. Husband should be ordered to pay Wife's reasonable
14 attorney's fees and costs, including expert's fees, incurred in
15 bringing this action, pursuant to A.R.S. Section 25-324, A.R.S.
16 Section 12-349, or as may otherwise be provided by law.

17 10. Wife has a claim to sole and separate property which
18 should be confirmed to her.

19 11. The parties have accumulated certain community
20 assets which should be equitably divided.

21 12. The parties have accumulated certain community
22 liabilities which should be equitably divided.

23 WHEREFORE, Wife prays that this honorable court:

24 1. Enter a Decree of Dissolution of the marriage of the
25 parties and restore each to the status of a single person.
26

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2. Order that Husband pay to Wife a reasonable sum per month as and for spousal maintenance.

3. Order that Husband be responsible for Wife's reasonable attorney's fees and costs, including expert's fees, incurred in bringing this action, pursuant to A.R.S. Section 25-324, A.R.S. Section 12-349, or as may otherwise be provided by law.

4. Order that Wife be confirmed her sole and separate assets.

5. Equitably divide the community and common assets of the parties.

6. Equitably divide the community liabilities and mutual obligations of the parties.

7. Order any such other relief as the court deems just and proper.

RESPECTFULLY SUBMITTED this 29th day of April, 1994.

STERNBERG & SINGER, LTD.

By Melvin Sternberg
Melvin Sternberg
80 East Columbus
Phoenix, Arizona 85012
Attorney for Petitioner

3
CMLA

1 STATE OF ARIZONA)
2) SS.
3 County of Maricopa)

4 ALICE M. BROWN, being first duly sworn, under oath deposes and
5 says:

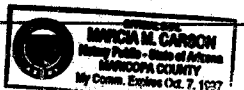
6 That she is the Petitioner named in the foregoing Petition for
7 Dissolution of Marriage; that she has read and known the contents
8 thereof and that the matters and things therein stated are true
9 except as to those matters therein stated upon information and
10 belief and as to such matters, she believes them to be true.

11 
12 ALICE M. BROWN

13 SUBSCRIBED AND SWORN to before me this 29th day of April,
14 1994, by ALICE M. BROWN.

15 
16 Marissa M. Carson
Notary Public

17 My Commission Expires:



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FILED
10-30-95
JULY 27 1986
BY [Signature]
DAILY

By: **Melvin Sternberg**
Arizona State Bar No.: **001310**

Attorney for: **Petitioner**

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

In re the Marriage of:)
ALICE M. BROWN,)
Petitioner,)
and)
MATTHEW M. BROWN,)
Respondent.)

No. DR 94-06764
**DECREE OF DISSOLUTION
OF MARRIAGE**
(Domestic Relations)

THIS MATTER having come on regularly for hearing the 28th day of June and the 26th day of July; Petitioner, ALICE M. BROWN, hereinafter referred to as "Wife", appearing in person and with counsel, Melvin Sternberg; Respondent, MATTHEW M. BROWN, hereinafter referred to as "Husband", appearing in person and with counsel, Steven K. Larson; the Court having heard the testimony of the parties and, having considered the arguments of counsel and the evidence presented; the Court having taken this matter under advisement;

THE COURT FINDS as follows:

1. The parties were domiciled within the State of Arizona in excess of ninety days prior to the filing of the Petition for Dissolution of Marriage;
2. The parties were married on June 7, 1986.

3. The marriage of the parties is irretrievably broken and there is no reasonable prospect for reconciliation.

4. The parties are aware of the marital counseling provided by the Conciliation Court, but do not believe that it would be helpful in resolving their marital difficulties.

5. There are no minor children common to the parties. Further, Wife is not now pregnant.

6. Neither party is entitled to an award of spousal maintenance, nor do the parties seek such an award.

7. Each party agrees that they shall be responsible for any and all debts and obligations incurred by the party since the date of the parties' separation, which occurred on or about March 15, 1994.

8. Each party shall be responsible for his or her own attorney's fees and costs incurred in this action.

The Court determines that the marital residence, located at 5134 East Keresan Street, Phoenix, Arizona, 85044, with the legal description:

LOT 3913, AHWAUKEE FS-10, A
SUBDIVISION RECORDED IN BOOK 241 OF
MAPS, PAGE 48, RECORDS OF MARICOPA
COUNTY, ARIZONA

be awarded to the Wife with Wife to pay the obligation on the home.

Wife argues that she has lived in the home for the last several years and has paid \$14,000 toward the mortgage on the property. She further argues that she has demonstrated a steady payment record on the property and is a more reliable person.

1 The Court does not think that the reliability of the
2 party should be the deciding factor as to who receives the home.

3 Wife's counsel strenuously objects to the home being sold
4 because, pursuant to his calculations, the home will leave a
5 deficiency judgment against the parties, and there is a negative
6 equity in the home.

7 The Husband contributed \$4,136.00 of his funds prior to
8 the marriage to the home as the down payment. For the majority of
9 the years of the marriage the Husband has contributed, along with
10 the Wife, to the payments of the mortgage on the house. The mere
11 fact that the Wife will have to relocate does not dictate that the
12 Wife should receive the home. The parties do not have minor
13 children.

14 However, the difference between Husband and Wife's trial
15 testimony on the house is that Husband might intend to rent the
16 house instead of living in it but Wife needs the house as her
17 residence.

18 As the home is presently computed by the Wife, it is not
19 a positive asset. Therefore, the Court will not require the Wife
20 to sell the home and split proceeds with the Husband. The Court
21 will assign the home a value with equity of \$700.00. Testimony
22 stated the value of the home is \$85,000.00. The mortgage was
23 \$79,500.00. The Court does not find that the house would be sold
24 by a Realtor. The Court deducts \$1,200.00 for refinance points,
25 \$1,600.00 for escrow and title fee, \$2,000.00 for Wife's estimate
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1 of cost for new heat pump. The balance is \$700.00.

2 **IT IS ORDERED** that Wife pay Husband \$350.00 within thirty
3 (30) days of the Decree for equity in the home.

4 Because the question of the residence is such a close
5 issue, the Court finds that equity requires the Wife to repay the
6 Husband for a portion of the \$4,136.00 down payment.

7 **IT IS ORDERED** that Wife pay Husband \$2,069.00 within one
8 year of the Decree.

9 **THE COURT FURTHER FINDS** that the \$17,000.00 of sole and
10 separate property, that the Husband had in his bank account prior
11 to the marriage, has been commingled during the marriage and has
12 become community property.

13 The funds were prior to the marriage in Husband's bank
14 account at the First Bank of Castle Rock. A portion of his
15 separate funds, \$4,136.00 were withdrawn at the time of the
16 marriage in 1986 as a down payment on the parties' home. A
17 Certificate of Deposit (CD) in the amount of \$27,000.00 was
18 purchased in the parties' joint names in 1989 at Citibank using two
19 checks; one for \$14,000.00 from the joint account of the parties at
20 the Valley National Bank. A second CD issued on September 25, 1989
21 was for \$17,000.00. These funds came from a \$10,000.00 deposit to
22 the Citibank account. Into an account called the 068 Account, a
23 joint account, a first deposit of \$10,000.00 was made on September
24 26, 1989. On October 10, 1989, a \$5,100.00 deposit was made from
25 joint funds at Valley National Bank into the 068 Account at
26

1 Citibank. On August 14, 1991, a \$5,000.00 withdrawal was made as
2 a loan to the Wife's parents for a new house. Several months
3 later, \$6,122.00 was deposited when the parents of the Wife paid
4 back the loan with interest.

5 On February 28, 1994, the account was closed and
6 \$19,147.00 was in the account at the time. All the accounts in
7 question were joint banking accounts with joint signature cards and
8 joint right of control both through deposit and withdrawal. The
9 Valley National Bank account was used for paying bills and
10 depositing checks. Eventually the funds from the \$17,000.00 CD
11 ended up purchasing shares in stock in Flagstaff through Kemper.

12 The Court determines that the handling of the funds was
13 designed by Husband to put them with other commingles funds to buy
14 Certificates of Deposit for the benefit of the community. The
15 intention of the Husband by his action was to donate his sole and
16 separate property to his community. Cooper v. Cooper, 130 Ariz.
17 257, 635 P.2d 850 (1981).

18 Therefore, when the Wife split all funds in community
19 bank accounts in 1994, she was, in fact, splitting up community
20 property. The funds described by the Husband did not retain their
21 sole and separate character. Husband has failed to establish by
22 clear and convincing evidence that after commingling the funds, he
23 still intended his funds to be his separate property. Sommerfield
24 v. Sommerfield, 121 Ariz. 575, 592 P.2d 771 (1979).

25 The remaining property of the parties will be divided as
26
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1 follows:

2 On the personal property inventory prepared by the Wife
3 and attached to the Joint Pretrial Statement, the Husband will
4 receive the following property as delineated in the column "Awarded
5 to Husband."

- 6
- 7 1. Queen bed
 - 8 2. Off-white/stripe sofa
 - 9 3. Recliner
 - 10 4. Lamps (2)
 - 11 5. Tall oak dresser
 - 12 6. Oak headboard
 - 13 7. 19" television
 - 14 8. Pots/pans, dishes
 - 15 9. Extensive gun collection

16 THE COURT FURTHER FINDS that there has been no
17 significant evidence that the Husband's gun collection was worth
18 \$3,000.00. There has been no significant evidence presented at
19 trial that the Husband actually purchased guns during the marriage.
20 Therefore, the Husband may retain the guns of which he testified,
21 but the Court will not assign a value as a community property asset
22 to those guns. Therefore, the Court totals Husband's personal
23 property at \$475.00 based on Wife's calculation.

24 The Court will accept the evaluations of Wife of the
25 personal property based upon her testimony that the furniture was
26 checked by her with other businesses and that she considered the
27 furniture to be worth one-fourth ($\frac{1}{4}$) its original cost since it was
28 two to four years old at the time she was valuing it. Husband
offered a contrary testimony. The furniture and other items in the
Wife's possession are then valued at \$1,630.00.

1
2 The Court determines that the value of the Husband's
3 vehicle, which will be awarded to him, the 1985 King Cab is
4 \$2,550.00. This allows for a wholesale blue book value of
5 \$2,675.00 plus \$75.00 for power steering and \$650.00 for a 4x4.
6 However, because the vehicle has 153,000 miles, there will be a
7 subtraction of \$850.00.

8 The value of the Wife's Honda, which she will retain, is
9 \$4,150.00. The wholesale blue book value is \$11,550.00 and she
10 paid off \$7,400.00. The Court does not take into account the
11 damages to the vehicle because the Husband's vehicle also had
12 damage occurring to it.

13 The personal property totals are for Husband, \$3,025.00
14 for Wife, \$5,780.00.

15 At the time the Wife split the bank account monies, she
16 took \$28,150.00 leaving the Husband \$31,300.00. The difference of
17 approximately \$3,150.00 makes up for the difference in the personal
18 property retained by Husband and Wife.

19 As for retirement plans, Wife's one-half interest in
20 Husband's retirement plan with the Plasters Union Benefit Trust
21 will be offset against Husband's interest in Wife's retirement plan
22 with Fennemore Craig, P.C.

23 Pursuant to stipulated agreement of the parties as
24 evidenced in the Joint Pre-Trial Statement, Husband shall be
25 responsible for all costs involved, and shall cause to be prepared,
26 a Qualified Domestic Relations Order for submission to the Court.
27
28

1
2 IT IS ORDERED that the marriage heretofore existing
3 between the parties is dissolved and each party is returned to the
4 status of a single person.

5 IT IS FURTHER ORDERED that this Decree of Dissolution
6 shall be deemed a sufficient deed, conveyance, assignment, transfer
7 and/or bill of sale of any and all right, title, interest, claim
8 and demand of every nature covered by this Decree. It is further
9 ordered that this document may be filed and/or recorded as a valid
10 instrument.

11 DONE IN OPEN COURT: 10-23-95
12 Jonathan H. Schwartz
13 Honorable Jonathan H. Schwartz
14 Maricopa County Superior Court

15 ORIGINAL of the foregoing lodged
16 this 18th day of August, 1995,

17 and

18 COPY of the foregoing mailed this
19 18th day of August, 1995, to:

20 Steven K. Larson, Esq.
21 2800 South Rural, Suite A
22 Tempe, Arizona 85282
23 Attorney for Respondent

24 Mollie M. Larson
25
26
27
28

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