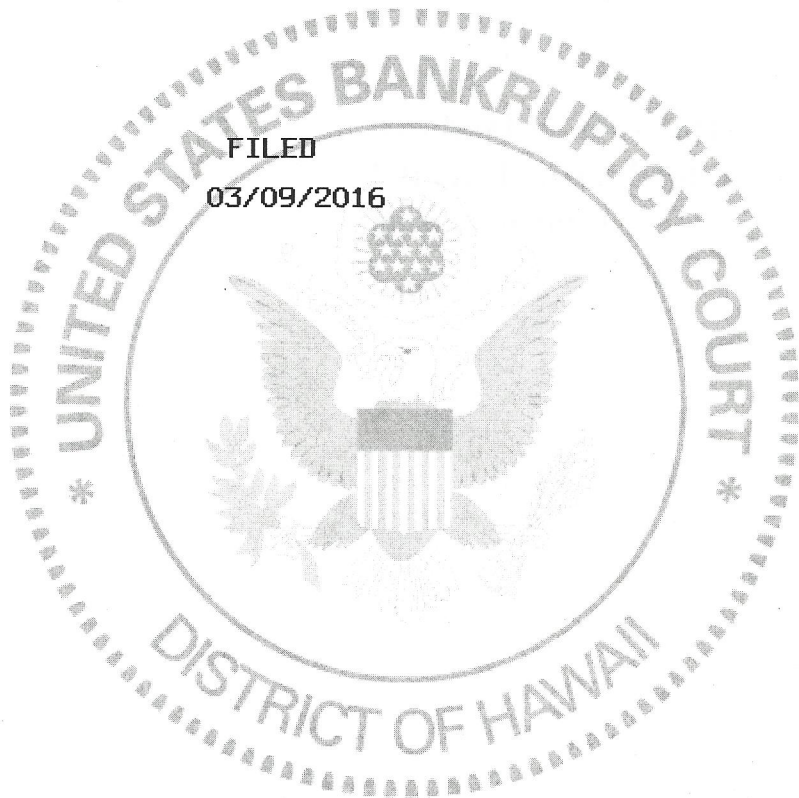


United States Bankruptcy Court
District of Hawaii

**Notice of Bankruptcy
Case Filing**

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 13 of the United States Bankruptcy Code, entered on 03/09/2016 at 3:24 PM and filed on 03/09/2016.

Leonard George Horowitz
P.O. Box 75104
Honolulu, HI 96778
808.946.6999
SSN / ITIN: xxx-xx-5563



The bankruptcy trustee is:

Howard M.S. Hu
1132 Bishop Street, Suite 301

Honolulu, HI 96813
(808) 526-3083

The case was assigned case number 16-00239 to Judge Robert J. Faris.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <http://www.hib.uscourts.gov/> or at

the Clerk's Office, 1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813, , .

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.

Michael B. Dowling
Clerk, United States
Bankruptcy Court

PlnDue

**United States Bankruptcy Court
District of Hawaii (Honolulu)
Bankruptcy Petition #: 16-00239**

Assigned to: Bankruptcy Judge Robert J.
Faris
Chapter 13
Voluntary
Asset

Date filed: 03/09/2016
341 meeting: 04/21/2016
Deadline for filing claims: 07/20/2016
Deadline for filing claims 09/06/2016
(govt.):

Debtor

Leonard George Horowitz
P.O. Box 75104
Honolulu, HI 96778
HAWAII-HI
808.946.6999
SSN / ITIN: xxx-xx-5563

represented by **Leonard George
Horowitz**
PRO SE

Trustee

Howard M.S. Hu
1132 Bishop Street, Suite 301
Honolulu, HI 96813
(808) 526-3083

U.S. Trustee

Office of the U.S. Trustee.
1132 Bishop Street, Suite 602
Honolulu, HI 96813-2830
808-522-8150

Filing Date	#	Docket Text
03/09/2016	1	Chapter 13 Petition Received. Government Proofs of Claim generally due by 9/6/2016. (LC) (Entered: 03/09/2016)

03/09/2016	● <u>2</u> (2 pgs)	Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors and Deadlines. Appointment of Trustee Howard M.S. Hu, with Section 341(a) meeting to be held on 04/21/2016 at 09:30 AM at Hilo State Office Building, 75 Aupuni Street, 1st Floor, Conf Rm C, Hilo, Hawaii. Proofs of Claim due by 07/20/2016. Deadline to File Complaint to Determine Dischargeability of Certain Debts: 06/20/2016. Confirmation hearing to be held on 05/31/2016 at 09:40 AM at Courtroom, 1132 Bishop Street, Suite 250, Honolulu, HI 96813. (Entered: 03/09/2016)
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ADVERSARY PROCEEDING COVER SHEET

(Instructions on Reverse)

ADVERSARY PROCEEDING NO.

16-90015

PLAINTIFF(S)

LEONARD GEORGE HAROWITZ and
SHERI KANE

DEFENDANT(S)

PAUL J. SULLA, JR., JASON HESTER,
ET.AL.

ATTORNEY(S) (Firm Name, Address, Telephone No.)

pro se

ATTORNEY(S) (If Known)

PAUL J. SULLA, JR.

PARTY (Check One Box Only)

- ☒ Debtor ☐ U.S. Trustee
☐ Creditor ☐ Trustee ☐ Other

PARTY (Check One Box Only)

- ☐ Debtor ☐ U.S. Trustee
☒ Creditor ☐ Trustee ☐ Other

CAUSE OF ACTION (Write a brief statement of cause of action, including all U.S. statutes involved.)

Theft (conversion) of Property title by fraudulent (wrongful) non-judicial
foreclosure; forgery, securities fraud, fraudulent concealment(s),
fraudulent transfers, trespass to chattels, unfair consumer debt
collection practices, unfair competition, deceptive trade; damages

NATURE OF SUIT

(Number up to 5 boxes with the lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

Note: Only a complaint including an objection to discharge under 11 U.S.C. § 727 will defer the clerk's entry of the debtor's discharge in bankruptcy.
 A complaint to determine the dischargeability of a debt under 11 U.S.C. § 523 does not affect the entry of a discharge with respect to other debts.

FRBP 7001(1) - Recovery of Money/Property

- ☒ 11 - Recovery of money/property - § 542 turnover of property
☐ 12 - Recovery of money/property - § 547 preference
☒ 13 - Recovery of money/property - § 548 fraudulent transfer
☐ 14 - Recovery of money/property - other

FRBP 7001(2) - Validity, Priority or Extent of Lien

- ☐ 21 - Validity, priority or extent of lien or other interest in property

FRBP 7001(3) - Approval of Sale of Property

- ☐ 31 - Approval of sale of property of estate and of a co-owner - § 363(h)

FRBP 7001(4) - Objection/Revocation of Discharge

- ☐ 41 - Objection/revocation of discharge - § 727(c), (d), (e)

FRBP 7001(5) - Revocation of Confirmation

- ☐ 51 - Revocation of confirmation

FRBP 7001(6) - Dischargeability

- ☐ 66 - Dischargeability - § 523(a)(1), (14), (14A) priority tax claims
☒ 62 - Dischargeability - § 523(a)(2), false pretenses, false representation,
actual fraud
☐ 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement,
larceny

(continued next column)

☒ Check if this case involves a substantive issue of state law☒ Check if a jury trial is demanded in complaint

FRBP 7001(6) - Dischargeability (continued)

- ☐ 61 - Dischargeability - § 523(a)(5), domestic support
☐ 68 - Dischargeability - § 523(a)(6), willful and malicious injury
☐ 63 - Dischargeability - § 523(a)(8), student loan
☒ 64 - Dischargeability - § 523(a)(15), divorce or separation obligation
 (other than domestic support)
☐ 65 - Dischargeability - other

FRBP 7001(7) - Injunctive Relief

- ☒ 71 - Injunctive relief - imposition of stay
☐ 72 - Injunctive relief - other

FRBP 7001(8) - Subordination of Claim or Interest

- ☒ 81 - Subordination of claim or interest

FRBP 7001(9) - Declaratory Judgment

- ☐ 91 - Declaratory judgment

FRBP 7001(10) - Determination of Removed Action

- ☐ 01 - Determination of removed claim or cause

Other

- ☐ SS-SIPA Case - 15 U.S.C. §§ 78aaa et seq.
☐ 02 - Other (e.g., other actions that would have been brought in state court
if unrelated to bankruptcy case)

☐ Check if this is asserted to be a class action under FRCP 23

Demand: \$ 6 million +

Other Relief Sought: punitive and statutory damages; special damages for
FIED AND NIED.

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES

NAME OF DEBTOR

LEONARD GEORGE HOROWITZ

BANKRUPTCY CASE NO.

16-00239

DISTRICT IN WHICH CASE IS PENDING

HAWAII

DIVISION OFFICE

NAME OF JUDGE

RELATED ADVERSARY PROCEEDING (IF ANY)

PLAINTIFF

LEONARD GEORGE HOROWITZ
E SHERRI KANE

DEFENDANT

PAUL J. SOLA, JR.,
JASON HESTER, et al.

ADVERSARY PROCEEDING NO.

DISTRICT IN WHICH ADVERSARY PROCEEDING IS PENDING

HAWAII

DIVISION OFFICE

NAME OF JUDGE

SIGNATURE OF ATTORNEY (OR PLAINTIFF)

PRINT NAME OF ATTORNEY (OR PLAINTIFF)

DATE

3-9-2016

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet. When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

LEONARD G. HOROWITZ, Pro se
and SHERRI KANE, Pro se
13-3775 Pahoehoe-Kalapana Road
Pahoa, HI 96778
Email: editor@medicalveritas.org
808-965-2112

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

2016 MAR -9 P 4:17

MICHAEL B. DOWLING
CLERK OF COURT

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF HAWAII

16-00239

BK
CIV. NO. 16-90015

LEONARD G. HOROWITZ, an
individual; and SHERRI KANE, an
individual

Plaintiffs,

vs.

PAUL J. SULLA, JR. an individual;
PAUL J. SULLA JR., ATTORNEY AT
LAW A LAW CORPORATION, a
corporation; THE ECLECTIC CENTER
OF UNIVERSAL FLOWING LIGHT-
PAULO ROBERTOSILVA E SOUZA,
a Hawaii corporation sole; JASON
HESTER, an individual; THE OFFICE
OF OVERSEER, A CORPORATE
SOLE AND ITS SUCCESSOR, OVER
AND FOR THE POPULAR
ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS; STEPHEN
D. WHITTAKER, an individual;
STEWART TITLE GUARANTY
COMPANY; and DOES 1 through 50,
Inclusive

Defendants

VERIFIED COMPLAINT FOR
INJUNCTIVE RELIEF,
DECLARATORY JUDGMENT, AND
DAMAGES IN CORE ADVERSARY
PROCEEDING [28 U.S.C. § 1452;
Chapter 13 of 11 USC §§ 302 and
362 of the Bankruptcy Code];
AFFIDAVIT OF LEONARD G.
HOROWITZ; APPENDIX OF
OUTSTANDING CLAIMS; EXHIBITS
"1" thru "21"; SUMMONS;
CERTIFICATE OF SERVICE.

DEMAND FOR JURY TRIAL

JUDGE: _____

HEARING DATE: _____

HEARING TIME: _____

TRIAL DATE: _____

TRIAL TIME: _____

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, DECLARATORY
JUDGMENT, AND DAMAGES IN CORE ADVERSARY PROCEEDING

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NOW COMES Pro se Plaintiffs LEONARD GEORGE HOROWITZ and SHERRI KANE (hereafter, “Plaintiffs”), bringing this core Adversary Proceeding against the captioned parties, PAUL J. SULLA, JR., et. al. (hereafter, “Defendants”) by debtor-victims(s) of organized crime, seeking protection by injunction under Chapter 13 of 11 USC §§ 302 and 362 of the Bankruptcy Code. Debtor is also a *creditor*, with unsecured and secured debts within 11 U.S.C. § 109(e) eligibility, and substantial sums deprived as pled herein.¹

I. Overview of Case

1. This case derives from Plaintiff HOROWITZ having exhausted his financial resources, and all state remedies, following eleven years of being maliciously prosecuted and damaged by Defendants’ fraudulent and willfully oppressive conspiracy to deprive the Plaintiffs of their civil rights, due process, payments due and owing, and commercial property (hereafter “Property”) all under color of law.

2. Plaintiff LEONARD G. HOROWITZ (hereafter “HOROWITZ”) purchased the “Inn” and spa Property in January 2004 for \$550,000 from seller Cecil Loran Lee (hereafter “Lee,” now *deceased*); while Plaintiff HOROWITZ was the “body corporate” of his religious ministry, The Royal Bloodline of David (hereafter “RBOD”). HOROWITZ had no knowledge at that time that Lee was a predicate felon, convicted for trafficking marijuana from the Property. Since that time, parties in privity with Lee have incessantly, willfully, oppressively, and maliciously prosecuted RBOD and HOROWITZ, causing the ministry’s insolvency and dissolution in 2012, and HOROWITZ’s bankruptcy.

¹ The pro se Plaintiffs acknowledge they are not lawyers, and pray that the honorable Bankruptcy Court will liberally construe their pleadings pursuant to *Picking v. Pennsylvania Railway*, (151 F2d.240) Third Circuit Court of Appeals. (“Where a Plaintiff pleads pro se in a suit for protection of civil rights, the court should endeavor to construe the Plaintiff’s pleading without regard to technicalities.”)

3. The Defendants *maliciously prosecuted* HOROWITZ et. al., to extort money and steal the one-of-a-kind geothermal spa Property; and deprived the Plaintiffs of their rights to due process and commercialization of the Property pursuant to the following cases: (a) 2005 Judicial Foreclosure Action (“JFA”) Civ. No. 05-1-0196 (Foreclosure Denied in 2008, yet litigation continues following *six (6) “Final Judgments”*); (b) Ejectment action #1, Civ. No. 3RC-11-1-662 (filed June 21, 2011; dismissed 2-13-12); (c) SLAPP Lawsuit Civ. No. 12-1-0417 filed July 20, 2012, and dismissed August 28, 2014; (d) Ejectment action #2, Civ. No. 3RC 14-1-466 filed April 25, 2014; dismissed August 11, 2014; (d) Quiet Title action, Civ. No. 14-1-0304, filed August 11, 2014, and ongoing by *fraud upon the court* by the named officers of the court.)

5. Following a judicial foreclosure DENIED ruling in 2008, Defendants’ conspired and acted to steal the Property using a convoluted scheme involving a series of fraudulent transfers of the *void* Mortgage and Note, and a set of sham judgment-proof parties including: JASON HESTER (hereafter “HESTER”) and THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (hereafter “GOB”). The scheme and these entities were manufactured and administered by Hawaii attorney and enterprise “King Pin,” PAUL J. SULLA, JR. (hereafter “SULLA”); who leveraged the power of sale clause in the void Mortgage to commit a wrongful non-judicial foreclosure (hereafter “NJF”) in contempt of the “first filed” JFA foreclosure DENIED final judgment(s).

6. To date, the Ibarra Court in Civ. No. 05-1-0196 has DENIED foreclosure in *six (6) “final judgments;”* writing in Conclusions of Law, “equity abhors forfeiture;” and honoring the Plaintiffs timely payments made against the Mortgage and Note, plus more

than \$600,000 in Property improvements made by HOROWIZ.² (Exhibits 1 and 2)

7. To evade paying the Plaintiffs \$200,907.98 in damage awards (Exhibit 3), and also releasing the *paid-off* and *voided-by-fraud* Mortgage, as required by law (HRS §506-8), SULLA administered a series of *fraudulent conveyances* of the Mortgage and Note between May 15-29, 2009 to deprive the Plaintiffs of their money and Property.^{2,3}

SULLA hastily formed the GOB trust by *forging and altering* its Article of Incorporation filed by wire fraud with the State of Hawaii Bureau of Conveyances on May 26 and 28, 2009 (Exhibit 11), manufacturing at the same time \$375,000 in “false debt” (i.e., debt previously paid by HOROWITZ, but neglected to be credited). SULLA abused the sham trust to shield him and the other Defendants from liability as he extorted the Plaintiffs to pay to GOB and HESTER the money that the jury and court had awarded HOROWITZ et. al. When the Plaintiffs refused to pay the extortion demand, SULLA conducted the NJF, inciting another eight years of the aforementioned malicious prosecutions.

8. Following the NJF, SULLA fraudulently conveyed title to GOB, and later, on June 9, 2011, fraudulently transferred their colored title further to HESTER; simultaneously securing SULLA’s own concealed conflicting interest in the Property as HESTER’s “Mortgagee” as HOROWITZ’s direct competitor. (Exhibits 19 thru 21) SULLA had already incorporated a competing health spa near the subject Property—the HAWAIIAN

² Plaintiffs were awarded \$907.98 to be paid by Defendants and also granted a jury award of \$200,000 that Horowitz used as a credit against the Mortgage debt, as per the tendering exemption in the Mortgage paragraph 16(B) “Foreclosure and sale,” (Exhibit 16) securing HOROWITZ’s interest. (See: *Lona v. Citibank, N.A.*, 202 Cal. App. 4th 89, 104 (Cal. Ct. App. 2011) (citing *Bank of Am. Nat. Trust & Sav. Ass’n v. Reidy*, 15 Cal. 2d 243, 248 (Cal. 1940)).

³ Lee was repeatedly determined to have committed “fraud in the sale” of the same Property to multiple buyers, concealing liens and encumbrances on the same Property, including a federal lien for marijuana trafficking, in Civ. No. 01-01-0444, Philip B. Maise v. Cecil Loran Lee; Lee v. Maise in Civ. No. 05-1-0235; and in the Plaintiff’s case against Lee, 05-1-0196. Consequently, the Warranty Deed (Exhibit 17) and Mortgage was *void ab initio*.

SANCTUARY—approximately two miles from HOROWITZ’s spa. SULLA fraudulently conveyed the Mortgage and Note into GOB using the false address of HERBERT M. and RONN RITKE (“the RITKES”), who later denied the legal existence of GOB’s business office at their residential address;⁴ and thereafter the Defendants used two false mail boxes administered by SULLA, purportedly belonging to HESTER.

9. SULLA, working to collect the “false debt,” exclusively administered his shill HESTER and sham GOB during the NJF on April 20, 2012, violating, inter alia, HRS 667-4 and 667-5 strict requirements, including failing to notice Plaintiffs of the amount needed to cure the (false default) “debt”, and amount needed to repay the costs of the NJF. At auction (recorded on video and published online) the exclusive bidder HESTER bid \$200,000, but SULLA later swore in his Mortgagee’s Affidavit that HESTER only bid \$175,000. (Exhibit 16) The entire NJF was a *theft scheme*.

10. Subsequently, “HESTER” filed two aforementioned failed ejectment actions, both instigated for further extortion by SULLA and co-counsel; and both concealing SULLA’s personal surety interest in the Property as HESTER’s concealed financier and mortgagee.⁵

⁴ See the RITKES statements made in defensive pleadings filed in federal court, in CV13 00500HGBMK.

⁵ Sulla’s mortgage to Hester secured by the subject Property was recorded in the State of Hawaii Bureau of Conveyances (BoC) Doc. No. 2011-093773, June 14, 2011 (Exhibit 21). At the same time, Sulla quit-claimed the Property to Hester in a corresponding conveyance: as shown in BoC Doc. No. 2011-093772 of June 14, 2011 (Exhibit 20). Sulla had previously assigned the Mortgage to GOB, per BoC Doc. No. 2009-136885 (Exhibit 19) on September 8, 2009, and Sulla filed the set of forged and altered Articles of Incorporation for GOB in the State of Hawaii Dept. of Commerce and Consumer Affairs on two dates 5/26 and 5/28/2009. (Exhibit 11) The forgeries and alterations were verified by expert document and handwriting examiner, Beth Chrisman, in a sworn analysis and Declaration. (Exhibit 11) Sulla acted throughout the conspiracy illegally as *unauthorized personal representative for Lee’s estate*, including when he Quitclaim deeded Lee’s rights to GOB on May 11, 2010 by BoC Doc. No. 2010-064623, following the April 20th auction. Later, District Court Judge Harry Freitas ordered SULLA, HESTER and GOB to re-file their Complaint for Quiet Title in the proper Third Circuit Court, resulting in the fraud upon the court in Quit Title case Civ. No. 14-1-0304.

11. To administer the Property theft scheme, SULLA violated RCCH Rule 26(b) surety disclosure requirement, and defrauded multiple courts by entering GOB's forged and altered Articles of Incorporation. SULLA's false filings and fraudulent concealments defrauded three judges: Elizabeth A. Strance, Ronald Ibarra, and Melvin H. Fujino. Each of these judges subsequently violated their jurisdiction by never questioning, simply accepting, and erroneously granting SULLA's shill HESTER's standing to gain Quiet Title, while depriving HOROWITZ of his standing, and right to due process to defend his and his ministry's Property.

12. In the most recent outrageous abuse, SULLA, HESTER and STEPHEN D. WHITTAKER (hereafter "WHITTAKER") parleyed RBOD's contrived default into their summary judgment victory; all before the willfully-blind judges Strance and Ibarra who deprived Plaintiffs' their right to a trial on the merits, and right to vacate RBOD's clearly-erroneous default. The gross fraud upon the court violated multiple rules and laws, including HRS § 418-9; and right to a trial, even *after*: (a) federal Judge Richard L. Puglisi *disqualified* counsel SULLA as a "necessary witness at trial" (in Civ. No. 14-1-0304 now pending appeal);⁶ and (b) Judge Strance witnessed SULLA pleading his Fifth Amendment right to conceal his illegal drug enterprise in Civ. No. 12-1-0417. (Exhibit 12)

13. Meanwhile, Civ. No. 05-1-0196 was made to fester, incessantly continue, by the court officers to subvert justice, deprive the Plaintiffs of their right to due process, and steal Property ownership, by evading final disposition on the merits in that first filed case. This is clearly-and-convincingly evidenced by the unprecedented *six (6) final judgments* in that case.⁷ This malicious prosecution, precluding final disposition, damaging on-and-on the Plaintiffs to avert res judicata preclusion of SULLA/HESTER's victory in the second

⁶ Judge Seabright remanded case Civ. No. 14-00413 to resume ongoing Quiet Title case Civ. No. 14-1-0304 before the defrauded Third Circuit Court of Hawaii, extending this malicious prosecution and contributing to this bankruptcy and filing for injunctive relief.

filed case, effectively converting the Property illegally by collateral attack steeped in fraud, is *exceptional* and unconscionable. (See Footnote #7.)

14. SIX FINAL JUDGMENTS⁷ (none of which are appealable under *Jenkins*) is *prima facie* evidence of fraud upon the court by the court and its officers. Granting HESTER Quiet Title in 0304 in contempt of the FORECLOSURE DENIED ruling(s) in 0196 evidences the villainous scheme to subvert res judicata and collateral estoppel doctrines. Granting HESTER Quiet Title and terrorizing the Plaintiffs with threatened ejectment from their home and religious Property to prosper a concealed real-party-in-interest—Mr. SULLA—who competes for the Property unfairly and deceptively on behalf of his two religious “sole corporations” commercializing in drug trafficking and foreclosure fraud evidences a criminal “condition of mind.”

15. Defendants’ aforementioned malicious prosecution(s) has prevented the Plaintiffs from commercializing the Property for eleven years, every month costing approximately \$5,000 in maintenance and security fees disabling the Plaintiffs from paying their defense lawyer, and draining assets needed to maintain their otherwise successful health and educational businesses. For these reasons, injunctive relief by stay pending trial on the merits is urgently needed to enjoin the criminal conspiracy, save the Plaintiffs’ home, and prevent their ejectment. Declaratory judgments are also requested on several disputed matters of law.

⁷ A search of Google Scholar of more than one million American legal cases failed to find even one case documenting more than three amended final judgments. This fact provides prima facie evidence of unprecedented fraud upon the court obviously tainting Chief Justice of the Third Circuit Court, Judge Ronald Ibarra’s final determination in Civ. Nos. 05-1-0196 and 14-1-0304. These facts also provide an “impression of impropriety” to purposely delay final disposition of the first-filed 0196 case to prejudice the Plaintiffs in favor of the Defendants’ Quiet Title award in 0304—the forth (4th) filed malicious prosecution—that would otherwise be precluded by res judicata doctrine had any of the 0196 final judgments denying foreclosure been actually appealable in accord with *Jenkins v. Cades Schutte Flemming & Wright*, 76 Haw. 115, 869 P. 2d 1334 (1994); or reflect Judge Ibarra’s veteran experience on the bench.

II. Jurisdiction, Demand for Jury Trial, and Venue

1. Jurisdiction is conferred on this Court pursuant to the provisions of Section 1334 of Title 28 of the United States Code as this proceeding arises as a Chapter 13 case, under Title 11; and concerns real and personal properties of “Debtor” HOROWITZ--who is also a judgment *creditor* still owed \$200,907.54 in jury and State court awards from Civ. No. 05-1-0196 currently under appeal. As mentioned above, this judgment credit was turned into a falsely alleged \$375,000.00 “debt” by the Defendants’ fraud and crime.⁸
2. This federal Bankruptcy Court has both personal and subject matter jurisdiction to hear this adversarial proceeding also under Title 28 Section 157(b)(2)(C)(E)(H)(I)(J) and (O).
3. This matter is primarily a core proceeding and, therefore, the Bankruptcy Court has jurisdiction to enter a final order pursuant to LBR 7016-1(b)(2)(C) upon demand for jury trial made hereby. However, the Plaintiffs consent to the entry of a final order by a District Court judge following a trial by jury; should this case be joined with federal case CV 15 00186 JMS-BMK, officiated by Judge J. Michael Seabright, who reviewed factors favoring an administrative stay pending final determinations in the State court cases.
4. The Honorable Judge Seabright’s analysis applies to this prayer for injunctive relief, as

⁸ The elements of fraud in Hawaii include: “(1) false representations made by the defendant (e.g., HESTER is Lee’s “nephew” who is owed more than \$300,000 by HOROWITZ); (2) with knowledge of their falsity (or without knowledge of their truth or falsity)—SULLA knew this was “false debt,” because he created it by forgery and fraud; (3) in contemplation of plaintiff’s [and court’s] reliance upon them (secured by extortion and malicious prosecution); and (4) plaintiff’s [and court’s] detrimental reliance (i.e., engaging in mediations and litigations). See *Hawaii’s Thousand Friends v. Anderson*, 70 Haw. 276, 286, 768 P.2d 1293, 1301 (1989). Fraud on the court claim requires clear and convincing evidence of : “1) [conduct] on the part of an officer of the court [e.g., SULLA]; that 2) is directed to the judicial machinery itself; 3) is intentionally false, willfully blind to the truth, or is in reckless disregard of the truth; 4) is a positive averment or a concealment when one is under a duty to disclose [SULLA’s real party in interest as HESTER’s financier and mortgagee]; and 5) deceives the court [into granting HESTER’s standing and Quiet Title to the Plaintiffs’ Property]”. *Johnson v. Bell*, 605 F.3d 333, 339 (6th Cir. 2010).

discussed in CV 15 00186 on 9/11/15; albeit the judge's ruling resulted in further damaged to the Plaintiffs for the reasons the Plaintiffs sought injunctive relief in federal court to begin with. State actors and processes were known by the Plaintiffs to have been corrupted by the aforementioned malfeasance, facts and acts of SULLA. This statement accords with Hawaii County Councilwoman, ethics champion, attorney Margaret Wille, who testified on behalf of the Plaintiffs to stay said corruption in the State proceedings in the two Ibarra Court cases. Ms. Wille, who witnessed the blatant illegality for which injunctive relief is urgently needed, wrote in Civ. No. 14-1-0304 in her "Memorandum in Support of Defendants' Motion for Stay Pending Appeal [HRCP 62(d)] . . . " as follows:

"[Plaintiffs] could go on listing matters of equity in their favor. But, really this entire scheme can be summed up by recognizing original mortgagee Lee was a swindler. Successor Mortgagee Jason Hester stands in the shoes of original mortgagee Lee and is continuing this swindle. The Circuit Court's refusal to take a hard look at the deception in this case is shameful. For these reasons, at minimum, this Circuit Court is asked to allow for a stay – rather than being the vehicle to allow the victims of this swindle from being kicked out of their home."

5. Judge Seabright, being unaware of the aforementioned complicity of State court actors in committing 42 U.S.C. § 1983 violations that are clearly-and-convincingly evidenced by the six (6) defective final judgments in Civ. No. 05-1-0196, wrote on 9/11/15: "**a § 1983 action can lie against a private party when 'he is a willful participant in joint action with the State or its agents.'**") (quoting *Dennis v. Sparks*, 449 U.S. 24, 27 (1980)).⁹

⁹ It should be noted that besides delaying case Civ. No. 05-1-0196 to prejudice the Plaintiffs, Judge Ronald Ibarra's office administered a tampered Record on Appeal, evidencing the whiting-out and exclusive altering of "The Hara File" containing evidence of Cecil Loran Lee's forgery of the quintessential closing document—the Agreement for Closing Escrow ("AFCE")—drafted by Judge Ibarra's subordinate Judge Glenn S. Hara—Horowitz's first attorney in 2004, before Hara was appointed to the bench. Judge Ibarra purposely obfuscated Judge Hara's involvement and liability in drafting the Certified True Original AFCE, called "Escrow closing instructions," by the Court, to prejudice HOROWITZ's defense against the Defendants' malicious prosecutions. This, plus compounding evidence of administrative malfeasance by a State Court officer voids the final judgments in Civ. No. 05-1-0196 and 14-1-0304; and has made it impossible for the Plaintiffs to gain justice in State proceedings.

6. In *Kimes v. Stone*, 84 F. 3d 1121 – Court of Appeals, 9th Circuit 1996 (at 1128), held that attorneys complicit with judges in bad faith actions are “not entitled to the good faith immunity, also known as qualified immunity, available to other public officials.” Quoting *Dennis*, 449 U.S. at 29, 101 S.Ct. at 187 (finding “nothing indicating that, historically, judicial immunity insulated from damages liability those private persons who corruptly conspire with the judge”);

7. Further, in deference to efficiency and economy, Judge Seabright wrote,

“The *Colorado River* doctrine is “carefully limited,” and “courts may refrain from deciding an action . . . only in ‘exceptional cases,’ and [where] ‘the clearest of justifications’ support dismissal.” *R.R. Street & Co. v. Transport Ins. Co.*, 656 F.3d 966, 978 (9th Cir. 2011).

6. The opposite circumstances present in this case, wherein any reasonable person would conclude six (6) defective final judgments by a veteran State Chief Justice is “exceptional.” Something is seriously amiss when court officers—“private persons . . . conspire with state officials to violate constitutional rights.” In *Wyatt v. Cole*, [504 U.S. 158](#), 112 S.Ct. 1827, 118 L.Ed.2d 504 (1992), the Supreme Court concluded that private actors are not entitled to the absolute immunity granted to some government officials, such as prosecutors and judges, *id.* at 164-65, 112 S.Ct. at 1831-32, and that such attorneys “are not entitled to the good faith immunity, also known as qualified immunity, available to other public officials.” Quoting *Kimes* referencing *Wyatt* at 168-69, 112 S.Ct. at 1834. In this instant case, attorneys SULLA and WHITTACKER are liable in accordance with *Kimes* and *Dennis* for conspiring with the court to subvert res judicata doctrine and violate 42 U.S.C. § 1983, as further detailed below.

7. The Plaintiffs’ meritorious claims cannot be justifiably dismissed without federal due process; especially considering *Colorado River*’s “eight facts that a district court should consider in determining whether to stay . . .” in this case of State court

improprieties necessitating a Chapter 13 bankruptcy (after praying for such protection in CV 15 00186 and being deprived). Whether or not “proceedings can adequately protect the rights of the federal litigants;” and “whether the state court proceedings will resolve all issues before the federal court,” are questions clearly answered *non placet* in this “exceptional” case of growing social interest.

8. Moreover, citing *Knaefler v. Mack*, 680 F.2d 671, 675 (9th Cir. 1982), Judge Seabright noted that ‘bills to quiet title’ are in personam actions (not in rem actions) under Hawaii law for purposes of applying this jurisdictional principle. 680 F.2d at 676. That is, the State court does not have ‘exclusive jurisdiction.’”¹⁰

9. Judge Seabright also quoted *R.R. Street*, 656 F.3d at 981, “A district court may not stay or dismiss the federal proceeding if the state proceeding cannot adequately protect the rights of the federal litigants. For example, if there is a possibility that the parties will not be able to raise their claims in the state proceeding, a stay or dismissal is inappropriate.” The facts now before this Bankruptcy Court demonstrate most convincingly that the Plaintiffs have been *prejudicially precluded* from raising their claims for relief in multiple State proceedings. Thus, federal adjudication is compulsory.

11. Judge Seabright closed his 9/11/15 ruling citing SULLA’s *Rooker-Feldman* argument for precluding the Plaintiffs’ federal action(s). SULLA’s argument fell short

¹⁰ Judge Seabright also considered “*Inconvenience of the Federal Forum*” for all parties, but neglected the fact that: (1) both Plaintiffs are California domiciled citizens compelled to protect their Hawaii Property investments as an “after acquired residence” favoring federal diversity jurisdiction; (2) both Plaintiffs work as broadcast journalists almost exclusively in Honolulu from Kane’s studio, compelled by the absence of reliable high speed Internet services at the subject Property; and (3) the prejudice damaging the Plaintiffs over the past eleven years has been outrageous, because each time the Plaintiffs need to go to court in Kona, they must either fly from Honolulu, rent a car and hotel room, or drive six hours to and from court to return to the Property for a short time before returning to work in Honolulu.

of the Rooker-Feldman fraud exception, however. In *Exxon Mobil* (544 U.S. at 291), the 'inextricably intertwined' state-federal court proceedings argument was overruled. The Court clarified that not all actions dealing with the "same or related question" resolved in state court are barred in federal court. *Id* at 292. Instead, a district court must retain a case that presents an "independent claim" even if, along the way, the claimant challenges or denies some conclusion reached by the state court. *Id* at 293 (quoting *GASH Assoc. v. Rosemont*. 995 F .2d 726, 728 (7th Cir. 1993) In Plaintiffs' instant case, the conclusions reached by the State court are all null and voided by fraud and crime. Furthermore, the excuse of "tolling" and statutes of limitations precluding adjudication on the merits is a red herring. Many, if not all of the claims, are compounding or ongoing, with damages accruing, and are not "time barred."

12. "It is certainly repugnant to justice to allow a fraudster to walk into federal court with admittedly unclean hands and then brashly pronounce the court's impotence to remedy the situation. Others may argue Rooker-Feldman is similar enough to preclusion doctrines, such as res judicata, that the incorporation of a fraud exception is a logical evolution,"¹¹ especially in this exceptional case wherein the same State court issued two conflicting sets of "final judgments;" and delays the first filed case following five amended final judgments to preclude res judicata and enable the second-filed collateral-attackers to prejudice the Plaintiffs, steal their Property, and administer their ejectment.

13. In other words, compounding the Defendants' malicious prosecution aided-and-abetted by State actors willfully blind to the shocking records in 0196 and 0304,

¹¹ (See Buehler, supra note 5, at 376 in "Lower federal courts disagree on the doctrine's." Quoted from: Baker, Steven N. "The Fraud Exception to the Rooker-Feldman Doctrine- How It Almost Wasn't (and Probably Shouldn't Be.") *The Federal Courts Law Review*. Vol. 5. No. 2, 2011.

SULLA's non-judicial foreclosure shall HESTER was granted quiet title through a contemptuous collateral attack in and against the same "judicial machinery" that denied foreclosure in the first filed case; even then depriving the Plaintiffs of their \$200,000 jury award and Constitutional rights, now extending eleven years of fraud and crime damaging the victims on the same Property, all through the same set of related transactions, involving the same parties or their privities, pioneering a criminal exception to res judicata.

14. Although there may be "adequate mechanisms for challenging victorious villains in state court," not every case, especially ones involving fraud upon the court by the court and its officers, affords such protection. This instant case is a study in such organized crime. In this instant set of cases that have caused HOROWITZ's bankruptcy, the Ibarra Court has denied dozens of opportunities to correct the "wrong perpetrated not just on the state-court loser, but on the state court itself." (quoting *Baker*, pg. 143.)

15. Relatedly, "The Fourth Circuit was entirely correct that there can be an exception to res judicata based upon fraud, deception, accident, or mistake. The United States Supreme Court has stated for at least ninety years that only 'in the absence of fraud or collusion' does a judgment from a court with jurisdiction operate as res judicata." (quoting *Baker*, pg. 146, quoting *Riehle v. Margolies*, 279 U.S. 218, 225 (1929)). Alternatively, a court complicit in fraud and collusion does exactly what Judge Ibarra did in this case--preclude res judicata justice to produce a lengthy series of void "final judgments" damaging and bankrupting whistleblowers.

16. Venue lies in this District per Section 1391(b) of Title 28 of the United States Code.

III. THE PARTIES AND PERSONA

1. Plaintiff **LEONARD G. HOROWITZ**, an individual, is a judgment creditor from the Final Judgment in Civ. No. 05-1-0196; and a debtor as filed in schedules D and E/F of Chapter 13, Title 11 USC, capable of resuming his half-century of timely bill paying and formerly good credit history, as soon as the Defendants' malicious prosecutions and theft schemes are lifted from his life. HOROWITZ purchased and paid in full for the Property, that is virtually his entire estate, as the guarantor on the Note and "body corporate" of his Washington State non-profit ecclesiastical corporation sole, **THE ROYAL BLOODLINE OF DAVID** (hereafter "RBOD")—a religious health educational ministry formed in 2001, and dissolved in 2012 due to financial damages caused by Defendants' fraud, crime, and malicious prosecutions further detailed below.

2. Plaintiff **SHERRI KANE** is the domestic partner and business partner of HOROWITZ. KANE is co-plaintiff in this adversarial action, but is not filing for bankruptcy as is HOROWITZ. KANE is one of HOROWITZ's creditors owed approximately \$221,000 from contract work for HOROWITZ's now dissolved Idaho corporations: Tetrahedron, LLC, Healthy World Distributing, LLC and Healing Celebrations, LLC. Prior to its dissolution (caused by SULLA's malicious prosecutions), RBOD transferred all rights and interests in the Property to the Plaintiffs by Quitclaim Deed dated July 11, 2012, filed with the Hawaii Bureau of Conveyances as Doc. No. A-4570676. RBOD was subsequently dissolved on September 19, 2012.¹² Half ownership in the Property is vested in KANE to repay said contract credit.

¹² Idaho CV-2011–01409 involved Ms. Kane and the subject Property that was awarded exclusively to Horowitz (and not RBOD) following a "hostile takeover" by agents complicit with Defendant SULLA in commercially-disparaging the Plaintiffs and publishing religious libel; including **ALMA C. OTT**, defaulted in the stayed federal case CV 15 00186 JMS-BMK.

3. Defendant **PAUL J. SULLA, JR., (“SULLA”)** is a Hawaii resident, lawyer, self-appointed personal representative (“without will”), estate planner, constructive trust maker, “debt collector,” Property auctioneer, exclusive fiduciary and trustee of the estate of the deceased Seller-Mortgagee of the subject Property, Cecil Loran Lee; drug manufacturing enterprise “king pin,” and current mortgagee secured by the Property by way of “false debt” (or “dischargeable debt”); *positioned to own the Property* pursuant to SULLA’s financing of the purported title holder (SULLA’s shill) JASON HESTER.

This latter fact is evidenced by, inter alia, SULLA’s registered mortgage “loan” to HESTER dated 6-9-11, shown in Exhibit 21. However, more evidence proves SULLA began abusing and financing HESTER in June, 2009, immediately before property seller Lee’s death.

More recently, SULLA was *disqualified* from representing HESTER in State Civ. No. 14-1-0304/Federal Civ. No. 14-00413 JMS-RLP on 1-5-15, as a “necessary witness at trial,” after pleading “that disqualification of Mr. Sulla would create substantial hardship for Plaintiff [HESTER] because Plaintiff would be unable to afford new counsel . . .”; yet SULLA appears to have bribed costly co-counsel **STEPHEN D. WHITTAKER** “on HESTER’s behalf” to replace SULLA only eleven days after SULLA’s disqualification (on 1-16-15). Thereafter, WHITTAKER concealed SULLA’s: (a) conflicting interests; (b) financing of HESTER; (c) financing of WHITTAKER; and (d) conspiracy to cause the State court actors, especially Chief Justice of the Third Circuit Court of Hawaii, **RONALD IBARRA**, to deprive the Plaintiffs of their right to adjudication on the merits by precluding due process to grant SULLA, through HESTER and WHITTAKER, quiet title to the Plaintiffs’ Property by summary disposition foreboding criminal conversion and ejectment.

4. **JASON HESTER**, an Arizona or California domiciled individual with a felony record for drug trafficking in Arizona, was made by SULLA the “Substitute Plaintiff” in Civ.

No. 05-1-0196 to conceal SULLA's conflicting interests. HESTER is SULLA's "shill," as proven by discovery documents. SULLA installed HESTER as GOB's Overseer, falsely claiming HESTER was Lee's "nephew." (Exhibit 14) HESTER later aided-and-abetted SULLA's commission of the wrongful foreclosure on April 20, 2010. HESTER was filmed bidding \$200,000 for the Property, but later, SULLA swore that HESTER bid only \$175,000. (See Exhibit 16; "Mortgagee's Affidavit" signed exclusively by SULLA.)

5. THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS (hereafter, "GOB") is SULLA's hastily-formed judgment-proof trust—a shell corporation—used to generate \$375,000 in "false debt" and certify its purported "creditor"—the shill "Overseer" for GOB—HESTER. To remain "arms length away" from his crime, SULLA filed forged and altered Articles of Incorporation with the State to manufacture this sham trust to hold the fraudulently transferred Mortgage and Note(s), evade and defraud (judgment creditor) HOROWITZ, manufacture HOROWITZ's default on the Mortgage and debt to "HESTER," and conceal and protect SULLA's conflicting interests. On June 14, 2011, Defendant SULLA caused GOB to transfer all of its illegally acquired interest in the Plaintiffs' Property to HESTER, and at the same time SULLA secured his interest in the Property as evidenced by his \$50,000 mortgage "loan" to HESTER registered with the Haw. Bureau of Conveyances as Doc. No. 2011-093773; 6-14-11. (Exhibits 20 and 21)

6. CECIL LORAN LEE (deceased as of June 27, 2009), was the Seller and original Mortgagee of the Property. He was convicted of high-volume marijuana trafficking from the Property, and died penniless while maliciously prosecuting HOROWITZ et. al., to bring foreclosure in Civ. No. 05-1-0196. Defendant SULLA appeared for the dying Lee

in that case on May 21, 2009, on “contingency;” appealing the \$200,000 jury award owed HOROWITZ. Soon after, *without a will*, nor any authorization by any Court necessary to act legally as a “personal representative” for Lee’s estate, SULLA acquired Lee’s interest in the Property by incorporating GOB by fraud, installing HESTER as “Overseer” of the sham trust, and fraudulently conveying Lee’s void Mortgage and Note into said trust (evading the debt Lee owed HOROWITZ, and converting Lee’s debt into “false debt” purportedly owed by HOROWITZ to Lee). SULLA then used that “false debt” (including the \$200,000 jury award still under appeal) to claim HOROWITZ’s default on the Mortgage. SULLA forged Lee’s signatures on altered Articles of Incorporation filings to commit a wrongful non-judicial foreclosure (“NJF”) to steal the Property in contempt of the foreclosure DENIED “Final Judgment(s)” in Civ. No. 05-1-0196.

7. THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO

ROBERTO SILVA E SOUZA is non-profit sole corporation and front for SULLA’s illegal manufacturing of the Schedule 1 narcotic hallucinogen, dimethyltryptamine “DMT,” addressed at 46-4070 Kahana Drive, Honokaa, HI 96727. This is the hub of SULLA’s racketeering enterprise, also commercializing in real estate fraud.

8. **HAWAIIAN SANCTUARY INC.**, 13-3194 Pahoia-Kalapana Road, Pahoia, HI 96778 (PO Box 1222, Pahoia, HI 96778-1222), is an educational, agricultural, alternative health care spa and non-profit corporation, directly competing commercially with the Plaintiff’s similar establishment. The HAWAIIAN SANCTUARY was incorporated by SULLA on December 11, 2008, corresponding with SULLA’s first correspondence with the parties involved in Civ. No. 05-1-0196. SULLA established this competing enterprise approximately two miles from the subject Property.

9. **PHILIP MAISE** was the first Lee-defrauded buyer of the Property, and became the Intervenor in Civ. No. 05-1-0196 to recover his damages. The Nakamura Court awarded Maise approximately \$205,000.00 in two related cases after ruling that Lee had altered many court records. Plaintiff's monthly mortgage payments of \$2333.33 to Lee were garnished by Judge Nakamura, and HOROWITZ was ordered to pay Maise instead. It should be noted that all of Horowitz's payments to Lee and Maise were repeatedly neglected by SULLA and HESTER.

10 **STEWART TITLE GUARANTY COMPANY**. Plaintiff HOROWITZ's Property title insurance carrier under Policy Serial No. O-9993-2024518, in the amount of \$550,000, secured on January 23, 2004, by and through the ISLAND TITLE COMPANY escrow office in Hilo, HI, This "Policy" excludes coverage for "Defects, liens, encumbrance, adverse claims or other matters: . . . not known to the Company, not recorded in the public records at the Date of Policy, . . ." But on June 5, 2015, escrow officials declined to approve legal aide or compensation for damages despite having been informed of their liability under the contract. Discovery documents prove STEWART agents *fraudulently concealed* Maise's encumbrance on the Property and issued the Policy to make money. They neglected to inform HOROWITZ that he was buying a Property involved in litigation pursuant to a federal lien and Maise's encumbrance, when \$85,000 of HOROWITZ's escrow money went to Lee to pay off said federal lien (loan) but not Maise's encumbrance. Company officials committed a breach of contract and bad faith tort denying coverage and compensation, claiming that HOROWITZ caused the loss of Property title.

IV. FACTUAL ALLEGATIONS

1. The Plaintiffs purchased the subject Property on 1-15-04—a parcel of land (and improvements thereon) located at 13-3775 Pahoia-Kalapana Road, Pahoia, County of Hawaii, 96778—TMK (3) 1-3-001:049 and 043—for the amount of \$550,000. Plaintiff HOROWITZ was a personal investor, consumer, and co-signer on the Note. He, as “body corporate” for RBOD religious ministry, put \$200,000 down, and allowed Seller Lee to take \$85,000 out of escrow early to pay off a lien secured by the Property originating (unbeknownst to Horowitz) from Lee’s conviction for marijuana trafficking from the Property. HOROWITZ/RBOD paid 60 monthly payments of \$2,333.33 timely on the Note, not realizing the Mortgage and Notes were voided by fraud in regard to the sale; and not knowing Lee had entangled HOROWITZ into an “unconscionable bargain” that would eventually bankrupt him. (Exhibits 2, 3 and 16, 17)

2. Seller Lee conveyed the Property to RBOD and Defendant Horowitz by way of a Warranty Deed (Exhibit 17) that falsely stated the Property was “free of encumbrances and liens.” The promissory Note and Mortgage, signed 1-15-04 was for \$350,000, and was due in January of 2009. From February 2004 through February 2009, over sixty (60) months, monthly interest payments of \$2333.33 totaling \$139,999.80 believed owed to Plaintiff Lee were timely made. During most of this period the payments were instead required to be paid to Intervenor Maise by reason of a Court order in lieu of Maise having won \$205,214.21 in damage awards against Lee from a 2001 attempted fraudulent sale of this same property to Maise.¹³

¹³ Horowitz was ordered to pay Maise on the basis of two judgments, one August 4, 2005, the other September 30, 2004, totaling \$31,776.44 (Civ. No. 05-1-0235) plus \$173,437.77 (Civ. No. 01-1-0444) totaling \$205,214.21, Intervenor Maise obtained two garnishment orders from Judge Nakamura of the Circuit Court of the Third Circuit (Hilo Division) on the basis of Lee having defrauded Maise in the sale of this same Property, and same way Lee defrauded Horowitz, concealing a drug-related federal forfeiture action pending

3. The record of all payments made by HOROWITZ to Lee and Maise totals \$588,111.94 (including a \$100,000 payment credit that HOROWITZ claims was owed by reason of Lee's breach of contract that prohibited HOROWITZ from administering that amount in accordance with the written Mortgage/Note stipulation; but *not including* the \$200,000 vacated jury award still under appeal. In addition, the sum neglects approximately \$275,000 in legal fees and costs accumulating over eleven years from related cases; approximately \$5,000 more per month in Property maintenance and security costs; and more than \$600,000 in improvements Plaintiffs made to the Property). Exhibit 1 summarizes these payments made to Lee and Maise on the Mortgage.

4. After HOROWITZ et. al., prevailed in the judicial foreclosure action (JFA) Judge Ibarra ordered HOROWITZ to make a balloon payment, that HOROWITZ made for the sum of \$154,204.13 in February, 2009. (Exhibits 2 and 3).^{14, 15}

against the Property. In an unpublished opinion, the Appellate Court affirmed the lower court award(s) to Maise in the appeals taken, 2008 WL 1922976, No. 28012.

¹⁴ A copy of the Court's Finding of Fact and Conclusions of Law dated April 2, 2008, as well as the Final Judgment dated July 22, 2008, and the Amended Final Judgment dated February 23, 2009, and the Second Amended Final Judgment dated December 11, 2009, Third Amended Final Judgment dated September 12, 2013, and Fourth Amended Final Judgment dated June 19, 2015, are attached as **Exhibits 2, 3, 4, 5, 6 and 7**. A copy of Plaintiff's proposed Fifth Amended Final Judgment submitted by licensed counsel, Margaret Wille, is attached as **Exhibit 8**. A copy of the appellate court's Order Denying the 0196 appeal is attached as **Exhibit 9**. A copy of the Court Order by Judge Greg Nakamura in *Maise v. Lee*, Civ. No. 01-01-0444 is attached as **Exhibit 10**, proving Lee had a pattern of "fabricating evidence or has caused evidence to be fabricated." (See: pg. 11 of Order.)

¹⁵ The initial Plaintiff in Civ. No. 05-1-0196 was Cecil Loran Lee. In May of 2009, a month prior to Lee's death, and ten (10) months after the Final Judgment was filed disposing of Lee's claims, Plaintiff Lee, aided by Defendant attorney Sulla, created the GOB "church," which legal maneuver set up a wall of protection from Judgment creditor Horowitz and other judgment creditors. The Articles of Incorporation for the GOB, filed and certified by Sulla with the State of Hawaii in two parts, on two dates, May 26, 2009, and May 28, 2009, contained one or more forged signatures of assignor Lee, on pages 6 and 8, therein, and certain photocopied alterations. A copy of the forged document entered by Sulla into Civ. No. 05-1-0196 on July 16, 2009, in Motion for Substitution of Plaintiff, is attached as **Exhibit "14"**. This forgery was confirmed by forensic document examiner Beth Chrisman who described GOB's Articles of Incorporation "as not authentic." A copy of Forensic Document Examiner's Report is attached

5. Seller-mortgagee Lee's pattern of fraud in this case included false representations that: (1) the Property was a legally operating "Inn" and "Bed and Breakfast;" (2) sold with no encumbrances fraudulently concealing Maise's encumbrance; (2) falsely representing the Property as a "grandfathered" legally-operating commercial health facility; (3) falsely

as **Exhibit "11"**. And ten (10) days prior to the filing of the (forged) Articles of Incorporation creating the GOB, Defendant Sulla transferred Lee's interest in the Property Mortgage and Notes from Lee as individual, to Lee as GOB's "Overseer," and subsequently to Jason Hester as individual at the same time attorney Sulla issued Hester a \$50,000.00 "loan" secured by Plaintiff's Property, effectively slandering title and causing Plaintiff's damages, through this complex "money laundering" scheme.

At the time Sulla conveyed Lee's interests to GOB, Lee was insolvent and dying of pancreatic cancer *without leaving a will*. Sulla, seeing an opportunity to convert Lee's judgment debt into "false debt" purportedly owed by Horowitz, simply appointed himself "personal representative" of Lee's estate, and schemed the transfer of Lee's estate over to his shill Hester as the Overseer of GOB. This administration also served to avoid paying taxes on any profits that might be ill-gained in the event the foreclosure was successful and property re-sold. In 0196, the Court allowed substitution of Lee by Hester, *without a hearing* for substitution as ordinarily required by HRCP 25 (1). This can be known from the Court Record. A copy of the Articles of Incorporation containing one or more forged signatures is attached as **Exhibit 1 in Beth Chrisman's Declaration (Exhibit 11)**. It is noteworthy that although attorney Sulla submitted evidence of Lee's five siblings, only one son was listed in the probate documents submitted to Court by Sulla, (in probate case 3LP09-1-0166; **Exhibit 15**) and there is no documentation that any of Lee's siblings received notice of Sulla's administration of the probate estate. Moreover, Attorney Sulla initially referred to Hester as Lee's "nephew" until the Plaintiff controverted that falsehood. (See Sulla Declaration in **Exhibit 14**, pg. 5, first line, "[s]igned as true and correct under the penalties of law. . .") Later, Defendant misrepresented Hester as Lee's "grand-nephew," having repeated this in Sulla's sworn testimony in related case Civ. No. 12-1-0417. This allegation, Sulla testified, derives from supposedly speaking with Hester's "mother's grandmother" who was unlikely to have been alive at the time of that purported conversation. (See Partial Transcript in **Exhibit 12**, page 12, line 10) Clearly, Hester's interests were contrived, and Sulla's abuse of shill Hester to eject the Plaintiffs from their Property did not comport with HRCP Rules 19(a) and 25(a), and RCCH Rule 26(b), since: (1) Defendant Sulla was a concealed surety and real party of interest complicit with Hester in these proceedings; Hester's mortgagee and financier, and indispensable party; and (2) Lee's claims had been extinguished before the time Sulla substituted Hester for Lee. Further evidencing fraud upon the court by Defendants, **Exhibit 13** contains an Affidavit of Christopher Baker, a private investigator, who determined from an extensive review of public records that no blood kinship exists between Lee and Hester, but both were arrested in Arizona on marijuana charges. According, Hester never had any legal standing to gain anything, including court judgments against RBOD and/or the Plaintiffs.

promising to help HOROWITZ with construction and improvements at the Property, then turning around and complaining to the County's planning department so that it would enjoin the construction and renovations that Lee began and agreed to help, including on the pools and outbuildings; (4) falsely promising to treat HOROWITZ and guests "amiably" which Lee did not do; and (5) initially claiming an abutting County road remnant was part of the deal. (Later, Lee changed his mind and threatened to "squat" on that County land barring HOROWITZ's access to the coveted steam vent spa, unless he was paid another pile of money, and on the basis of which Defendants finally agreed to pay an additional unsecured (dischargeable) \$25,000 Note.

6. After the Civ. No. 05-1-0196 jury verdict and Final Judgment in Plaintiffs' favor, denying Seller Mortgagee Lee's foreclosure, and awarding damages to HOROWITZ et. al., in the amount of \$200,907.98, Plaintiffs thought this nightmare was over; especially after Lee died on 6-27-09.¹⁶ But then, up popped Attorney SULLA with his conflicting interests and substitute sham Plaintiff HESTER.

7. Part time Hawaii District Court Judge, and the Past President and current member of the Senior Counsel Division of the Hawaii State Bar Association, Peter Stone, wrote this about SULLA in HOROWITZ's defense filing, opposing SULLA's wrongful NJF and first attempt at HOROWITZ et. al.'s ejectment:

"Throughout this prolonged title dispute, there remains one constant. Paul J. Sulla, Jr. was the attorney for Lee when he filed the motion to vacate the \$200,000 jury award at end of the Judicial Foreclosure Action; he still is the attorney for Jason Hester as the Overseer of the [Gospel of Believer's, "GOB"] in the pending appeal [and in Civ. No. 05-1-0196 despite being disqualified in Civ. No. 14-1-0304]; he recorded the Assignment of Mortgage from Lee to Lee as Overseer of [GOB]; he conducted the non-judicial

¹⁶ In fact, Sulla substituted Hester for Lee using the altered/forged Articles of Incorporation, **Exhibit 14**; and then some six months after Plaintiff Lee's death Sulla represented at a hearing in the probate of the Estate of Cecil Loren Lee that "Cecil Lee doesn't own [anything] anymore; due to foreclosure; and no judgment can be enforced and Mr. Lee is certainly out of it." [Court Minutes of 12-11-09 in Probate case 3LP09-1-000166] **Exhibit 15**.

foreclosure for Jason Hester as the Overseer of [GOB]; he drafted and recorded the two Quitclaim Deeds, first to Jason Hester as Overseer to [GOB] and finally to Jason Hester, individual, the Plaintiff herein. Although Plaintiff initially filed this action pro se, now that Royal has challenged the Court's subject matter jurisdiction based on the title dispute, Mr. Sulla has again entered his appearance as counsel for Jason Hester." (in "DEFENDANT'S MOTION TO DISMISS COMPLAINT FILED JUNE 21, 2011 FOR LACK OF SUBJECT MATTER JURISDICTION." December 16, 2012; pg. 9; Civ. No. 3RC-11-1-662; for the Dubin Law Firm.)

8. On July 15, 2009, following Lee's death, SULLA filed a Motion for Substitution of Lee by GOB, with HESTER as "Overseer" in the first filed case, Civ. 05-1-0196. (Exhibit 14) Therein, attorney SULLA misrepresented HESTER as Lee's "nephew".¹⁷ Had SULLA instead represented HESTER as a homeless drifter, who Lee may or may not have been acquainted with, but who was not a close friend nor relative (at least not a close relative) who had no relationship with the Property, and whereas no probate estate had been opened and there was no documentation that notice was accomplished to any of Lee's siblings or son in Arizona where Lee died, and that attorney SULLA had a security interest in the Property, and further that the GOB's Articles of Incorporation had been altered, and Lee's signature forged at least once, probably twice, on the Mortgagee's "General Certification" page(s), the Court might have properly questioned HESTER's standing. But this never occurred. (Exhibits 13 and 14.) In fact, the State judges Ibarra and Strance acted willfully blind to these material matters of fact, *even after given Judicial Notice by the Defendants*, and substantial opposition pleadings by licensed counsel.

9. Upon investigation, Plaintiffs' provided the courts with evidence that *HESTER was not Lee's nephew*. In July of 2009, at the time SULLA filed his Application for Substitution of

¹⁷ Sulla's Declaration attached to the Application for Substitution, in relevant part stated "Prior to Mr. Lee's death, on or about May, 8, 2009 he created a corporate sole pursuant to Hawaii Revised Statutes (sic), Chapter 419, entitled "*The Office of Overseer, a Corporate Sole and its Successor Over and For the Popular Assembly of Revitalize, a Gospel of Believers*, naming himself as the incumbent Overseer and **his nephew** Jason Hester of Pahoa, Hawaii as successor Overseer by the Articles of Incorporation." (Emphasis in bold added.) Mr. Sulla later changed his characterization to "Grandnephew"—an allegation controverted by the Comprehensive Report and Affidavit of private investigator Christopher Baker, shown in Exhibit 14.

Plaintiff, neither SULLA nor HESTER was a court-appointed personal representative, and certainly not Lee's heir.^{14 thru 15} It was not until February of 2012, more than three years following Lee's death, and almost two years after the April 2010 NJF auction, that attorney SULLA filed with the Strance Court a probate application (3LP09-1-0166) for HESTER to be appointed the personal administrator for The Estate of Cecil Loran Lee. At that time HESTER was instead represented as Lee's "Grandnephew," allegedly based on information attorney Sulla said he obtained from "talk[ing] to his mother's grandmother."

10. Mandatory Judicial Notice was provided to the Ibarra Court containing expert determinations by Beth Chrisman that SULLA was defrauding the court using altered and forged documents.¹⁴ (Exhibit 11) The Court neglected this material fact with scienter, and acted in SULLA's favor, willfully blind to these Articles of Incorporation for GOB being voidable and void by reason of having been: (1) filed untimely (*after* the date Lee transferred his interest in the Property to this not-yet-legally-existing GOB corporation); (2) materially altered; and (3) manufactured using at least one forgery of Lee's signature. (Exhibits 11, 14 and 16)

11. Multiple *fraudulent transfers* of the subject Mortgage, Notes, and title to GOB was also evidenced in court, obviously committed to evade multiple judgment creditors from three cases;^{12, 13} plus evade Horowitz's notices for the Plaintiff to Release the Mortgage following Horowitz's final payment on the Note (made February 27, 2009). SULLA violated HRS § 651C (fraudulent transfer law) and HRS § 480-2 (deceptive consumer debt collection) by certifying with the DCCA that Lee transferred his interest in the Property (Mortgage and Promissory Note) by Assignments to GOB on May 15, 2009. (Exhibit 16) A week later, on May 21, 2009, Mr. SULLA filed his Notice of

Appeal in the first-filed judicial foreclosure action (Civ. No. 05-01-0196), objecting to the Plaintiff's jury award of \$200,000.¹⁸

12. Each fraudulent conveyance committed by SULLA as GOB's trustee, exclusive fiduciary, and purported debt collector, abused the false address of HERBERT M. and RONN RITKE ("the RITKES"), who later denied the legal existence of GOB's business office at their residential address. Thereafter, SULLA used two false mail boxes, and declined several attempts by process servers to serve HESTER.

13. SULLA exclusively directed the administration of HESTER and GOB during the NJF on April 20, 2012. He violated HRS 667-4 and 667-5 strict requirements in the process, failed to notice Plaintiffs of the amount needed to cure the debt, and amount needed to repay the costs of the NJF; acted without required authorization by a probate court on behalf of deceased Lee's insolvent estate, and bribed co-counsel WHITTAKER to conceal SULLA's financing of HESTER and personal conflicting interests as surety and concealed real party in interest, since SULLA was HESTER's mortgagee, in a contract illegally secured by Plaintiffs' Property. (Exhibit 21)

14. The evidence of multiple *perjuries* by SULLA and his co-counsel WHITTAKER in

¹⁸ On June 19, 2009, only days before Lee's death on June 27, 2009, Attorney Sulla filed a HRCP Rule 60(b) "Motion to Modify Order" in a series of attempts to vacate the jury award. Sulla effectively argued that when the Court granted Plaintiff Lee's HRCP Rule 50 Motion for Judgment as a Matter of Law, the \$200,000 jury award to Plaintiffs should have been vacated. This was *erroneous since that Motion was made long after the jury trial*. Nonetheless, Judge Ibarra accepted this rule-breaking opposition to the jury award, and vacated the award. Sulla also successfully claimed that the Court retained jurisdiction of the case under HRCP Rule 60(a) to correct a clerical error, despite the case having been appealed, claiming the case had not been "docketed." On July 16, 2009, Horowitz et. al. filed their Opposition to Plaintiff-Appellees Motion to Modify the Judgment to vacate the Jury Award. They argued again that there was no error made by the Court, pointing out that "The Motion to amend the Order of the Court and the findings of the Jury have already been denied. Not only have they been denied but they have been denied multiple times." Yet on July 29, 2009, Judge Ibarra granted Plaintiff Lee/Hester's Rule 60(b) motion in favor of SULLA's filing, and the Plaintiff's further outrageous railroading and damaging prejudice.

“honest services fraud” is clear-and-convincing by definitions in HRS §710-1060, 18 U.S.C. § 1343 (pursuant to co-counsels’ case hinging on forged and altered Articles of Incorporation for GOB wired to the Hawaii DCCA on two dates, May 26 and 28, 2009), and elements in HRS §710-1060, wherein officers of the court (i.e., “public servants”) conspired to conceal from the judicial branch of government material evidence,¹⁹ including: (1) SULLA’s mortgage “loan” to HESTER dated June 9, 2011; (2) Lee’s insolvency and inability to pay previous lawyers when SULLA appeared in 2009 to litigate on behalf of purportedly Lee and HESTER; (3) HESTER’s inability to pay for even one lawyer, let alone two high priced lawyers in two different cases, including WHITTAKER in 0304 and SULLA in 0196; (4) HESTER’s inability to pay taxes that HESTER never paid (aside from SULLA making one \$5,000 payment falsely credited to HESTER—a fraud that helped WHITTAKER justify to the Court its granting summary judgment in favor of HESTER); and (5) WHITTAKER showing up in court at the summary judgment hearing with a HESTER impersonator—an imposter with a sham “family” to feed, each of whom hid from HOROWITZ’s camera as the scam was recorded. (Discovery photographs will evidence this fact.)

15. In fact, compounding HESTER’s lack of standing, and consequently the courts’ lacking jurisdiction in 0196 and 0304, *HESTER has never filed an affidavit*, not even a declaration—meaning the Court granted HESTER standing and Quiet Title without any facts before it, or jurisdiction to deprive the Plaintiffs. (*Trinsey v Pagliaro*, D.C.Pa. 1964, 229 F.Supp. 647. “Statements of counsel in brief or in argument are not facts before the court and are therefore insufficient for a motion to dismiss or for summary judgment.) Furthermore, HESTER has never testified or appeared in Court according to Third Circuit Court videotapes in 0304, despite WHITTAKER denying this allegation. In either case,

¹⁹ 18 U.S.C. § 1341 criminalizes the use of the postal services in carrying out a "scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises."

overwhelming evidence says HESTER is a judgment proof shill in Attorney SULLA's convoluted scheme to defraud the court and Defendants out of their Property.²⁰

V. Conclusion

1. Injunctive relief is urgently needed in this case to enjoin the organized crimes damaging the Plaintiffs irreparably; pursuant to SULLA/HESTER's converted Property title, fraudulent concealments, and illegal debt collection scheme. Such damage to the Plaintiffs must cease now, after eleven years, by discharge of any purported debt, especially false debt, charged against the Plaintiffs.

2. The aforementioned facts and attached Exhibits 1-21 document the Defendants' pattern of illegal debt collection practices featuring misrepresentations, omissions, and fraud, including several fraudulent conveyances and defrauded courts, perjury, forgery, bribery, extortion, wire fraud, mail fraud, and criminal contempt of court to commit theft of real and personal properties in favor of an illegal drug manufacturing and trafficking enterprise wherein HESTER, in privity with Lee, SULLA, WHITTAKER, the RITKES, GOB and the other Defendants, knowingly engaged in a pattern of "conduct amounting to wanton, oppressive, malicious, or reckless behavior" with intent to deceive and prosper at the expense of the Plaintiffs rights to due process and their properties. (*Quedding v. Arisumi Bros., Inc.*, 66 Haw. 335, 340, 661 P.2d 706, 710 (1983))

²⁰ Again, this assertion is supported by Exhibit 21—SULLA's \$50,000.00 mortgage "loan" secured by the subject Property; recorded in the Hawaii Bureau of Conveyances, Doc. No. 2011-093773; paired with SULLA's conveyance of the Property by Quitclaim Deed to HESTER on that same date of June 14, 2011, as shown in Doc. No. 2011-093772. Thus, concealed surety SULLA is positioned to own the Property if HESTER prevails in the State case 0304, and injunctive relief is not afforded by bankruptcy proceedings.

3. The Plaintiffs were damaged for their good faith reliance on due process administered by malfeasant court officers. The Plaintiffs are being irreparably harmed, pray for, and deserve injunctive relief, rescission of “HESTER’s” claim to title, and compensation for their financial damages and severe long-term mental/emotional distress.²¹

VI. CLAIMS AND REMEDIES

1. Aside from a stay of State proceedings as injunctive relief, per FRBP Rule 7001,²² this Adversarial Proceeding: (1) is filed to recover money invested by the Plaintiffs in the subject Property; (2) return clear Property title to the Plaintiffs as rightful owners; and (3) release the Property and Plaintiffs from injustices causing financial damages and deprivation of rights and ability to commercialize or sell the Property.

2. This Property is also HOROWITZ’s exclusive residence, so the Plaintiffs pray for the following remedies to be administered by this honorable Bankruptcy Court:

²¹ Early in Civ. No. 14-1-0304, the Defendants removed the case to the federal court (i.e., Civil No. 14-00413 JMS-RLP), with subsequent pleadings resulting in attorney SULLA being disqualified, with federal Judge Puglisi remarking on the various roles SULLA played in the series of transactions resulting in the Plaintiff’s financial damages and now HOROWITZ bankruptcy filing.

²² **Rule 7001. Scope of Rules of Part VII, states in relevant part:**

An adversary proceeding “is a proceeding **(1)** to recover money or property, . . . **(2)** to determine the validity, priority, or extent of . . . interest in property, . . . **(3)** to obtain approval pursuant to § [363\(h\)](#) for the sale of both the interest of the estate and of a co-owner in property, . . . **(6)** to determine the dischargeability of a [debt](#), **(7)** to obtain an injunction or other equitable relief, **(8)** to subordinate any allowed [claim](#) or interest, . . . **(9)** to obtain a declaratory [judgment](#) relating to any of the foregoing, or **(10)** to determine a claim or cause of action removed pursuant to 28 U.S.C. § [1452](#). (As amended Mar. 30, 1987, eff. Aug. 1, **1987**; Apr. 30, 1991, eff. Aug. 1, **1991**; Apr. 29, 1999, eff. Dec. 1, **1999**.)

A) To determine the dischargeability of the purported debt(s) allegedly owed to Defendant HESTER by the Plaintiffs, beginning with the \$200,000.00 contested jury award;

B) To enjoin any further judicial and non-judicial foreclosure actions, and/or false debt collection practices;

C) To subordinate any allowed claim or interest adjudged due or owing to the Defendants by the Plaintiff's, to the claims or interests adjudged due or owing to the Plaintiffs by the Defendants.

D) To obtain a declaratory judgment on the questions of disputed law raised in Appendix II (hereto attached); and

E) To determine the remaining claims or causes of action removed from the State court in Civ. No. 14-1-01-0304, also ***pending in administratively stayed federal case CV 15 00186 JMS-BMK***, including reconsideration of the claim for Deprivation of Rights Under Color of Law pursuant to 42 U.S.C. § 1983, and Judge Seebright's 9/11/15 ruling; in addition to a 42 U.S.C. § 1985 claim against WHITTAKER going to court under disguise as HESTER's attorney, and bringing to court a HESTER imposter, when WHITTAKER actually represented SULLA's interests, and was paid by SULLA to administer a conspiracy to steal the Plaintiffs' Property, deprive the Plaintiffs of due process, and preclude recovery of damages by the Plaintiffs. The following thirteen (13) claims and their elements are pled with particularity in Plaintiff's stayed Complaint in *Horowitz and Kane v. Sulla, Jr. et.al.* in CV 15 00186 JMS-BMK, thus are simply summarized in Appendix I attached hereto.

THE COURT'S POWER TO GRANT RELIEF

WHEREFORE, the Plaintiffs request that this Court enter judgment against Defendants providing the following relief:

(1) Permanently enjoin the Defendants from violating the Plaintiffs' civil rights, real property rights, personal property rights, and interstate trade rights;

(2) Enter declaratory judgment that the Defendants' NJF was unlawful, and grant rescission of title in favor of the Plaintiffs;

(3) Award compensatory damages for lost economic advantage caused by forced closure of the Property to tourism and interstate trade from June 15, 2005 to the present;

(4) Reimburse Plaintiffs for the funds they paid to maintain the Property in its 2006 state, when the bulk of improvements had been completed;

(5) Reimburse Plaintiffs for the funds they paid to secure the Property against vandalism 24/7/365 since January 15, 2004;

(6) Reimburse Plaintiffs for the money they paid to Lee and Maise to purchase the "Bed & Breakfast" that could not be used as such;

(7) Reimburse funds paid to improve the Property since January 15, 2004;

(8) Award compensatory damages for lost economic advantage caused by forced diversions from career and work product output damaging mainland businesses and lost prospective business advantage from time required to be taken off of work by the Plaintiffs to respond to the Defendants' torts and crimes from June 15, 2005 to the present;

(9) Enter judgment and punitive damages in statutory or reasonable amount, exclusive of costs and interest, that Plaintiffs are found to be entitled;

(10) Enter judgment and statutory damages against the Defendants in favor of the Plaintiffs for each civil statutory law found to have been violated;

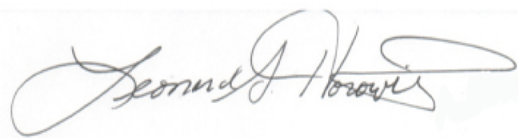
(11) Award the Plaintiffs monetary damages for NIED and/or IIED, or pain and suffering for wanton, oppressive or malicious conduct, implying harmful or indifferent spirit, or willful misconduct raising presumption of conscious indifference, by the clear and convincing evidence presented. *Dairy Road Partners v. Island Ins. Co.* , 992 P. 2d 93 (Haw. 2000)

(12) Award the Plaintiffs interest, costs and reasonable attorneys fees pursuant to 42 USC 1988, case law in matters of assumpsit, and/or HRS § 667-33(c).

(13) Award the Plaintiffs such additional relief as the Court may deem just, proper, or necessary to redress injury to Plaintiffs; and/or place Plaintiffs in the position that they would have been in had there been no violation of their rights.
Plaintiffs hereby request a trial by jury on all issues raised in this complaint.

We, the Plaintiffs, declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

DATED: March ___, 2016



LEONARD G. HOROWITZ, pro se

SHERRI KANE, pro se

LEONARD G. HOROWITZ, Pro se
and SHERRI KANE, Pro se
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808-965-2112

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF HAWAII**

LEONARD G. HOROWITZ, an
individual; and SHERRI KANE, an
individual

Plaintiffs,

vs.

PAUL J. SULLA, JR. an individual;
PAUL J. SULLA JR., ATTORNEY AT
LAW A LAW CORPORATION, a
corporation; THE ECLECTIC CENTER
OF UNIVERSAL FLOWING LIGHT-
PAULO ROBERTOSILVA E SOUZA,
a Hawaii corporation sole; JASON
HESTER, an individual; THE OFFICE
OF OVERSEER, A CORPORATE
SOLE AND ITS SUCCESSOR, OVER
AND FOR THE POPULAR
ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS; STEPHEN
D. WHITTAKER, an individual; and
DOES 1 through 50, Inclusive
Defendants

CIV. NO. _____
(Chapter 13)

**AFFIDAVIT OF
LEONARD G. HOROWITZ
PURSUANT TO BANKRUPTCY
FILING OF VERIFIED COMPLAINT
FOR INJUNCTIVE RELIEF,
DECLARATORY JUDGMENT, AND
DAMAGES IN CORE ADVERSARY
PROCEEDING**

**AFFIDAVIT OF LEONARD G. HOROWITZ PURSUANT TO BANKRUPTCY
FILING OF VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF,
DECLARATORY JUDGMENT, AND DAMAGES
IN CORE ADVERSARY PROCEEDING**

STATE OF HAWAII)
COUNTY OF HAWAII) SS:
United States of America)

I LEONARD G. HOROWITZ, being first duly sworn, on oath deposes and says:

1. That I am the affiant herein. This Affidavit is true and correct to the best of my knowledge and belief.
2. I am a citizen of the United States, previously domiciled in California prior to the events described herein, and now a resident of Hawaii.
3. Individually I am a co-Plaintiff in the above referenced case.
4. I also represent the ecclesiastical entity, THE ROYAL BLOODLINE OF DAVID (“RBOD”), a Corporation Sole, as its only member, which entity was incorporated in the State of Washington on October 31, 2001 and was dissolved on September 17, 2012.
5. SHERRI KANE and I are the successors in interest to RBOD’s interest in the subject property TMK: 3/1-3-001-049/043, located at 13-3775 Pahoa-Kalapana Road in Pahoa Hawaii 96778 pursuant to the conveyance of RBOD in a quitclaim deed dated July 11, 2012, recorded in the Bureau of Conveyances on July 11, 2012.
6. All of the facts stated in the accompanying **VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND DAMAGES IN CORE ADVERSARY PROCEEDING** are true and correct to the best of my knowledge and belief.
7. I attest under pains and penalties of perjury that the statements in this Affidavit as well as the Statements in the accompanying **VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND DAMAGES IN CORE ADVERSARY PROCEEDING** contain true and correct statements to the best of my knowledge and belief.
8. I further attest under pains and penalties of perjury that the Exhibits 1-16 referenced in the accompanying **VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF, DECLARATORY**

JUDGMENT, AND DAMAGES IN CORE ADVERSARY PROCEEDING are true and correct copies of the originals, to the best of my knowledge and belief.

Further affiant sayeth not. Dated: March ___, 2016

Leonard G. Horowitz

On this 29th day of February, 2016, before me, the undersigned notary public, personally appeared LEONARD G. HOROWITZ, who proved to me on the basis of satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document, who swore or affirmed to me that the contents of the document(s) is/are truthful and accurate to the best of his knowledge and belief.

Subscribed and sworn to before me this
___ day of March, 2016

_____ (SEAL)

Notary Public in and for Hawaii

My commission expires: _____.

Notary Signature

AFFIX SEAL HERE

Total number of pages: _____.

**APPENDIX I: SUMMARY OF OUTSTANDING CLAIMS
INCLUDING THOSE SUPPLEMENTING THE ADMINISTRATIVELY STAYED
FEDERAL CASE, CV 15 00186 JMS-BMK**

Note: several of the following are claims or causes of action originally removed from the State court in Civ. No. 14-1-01-0304, and/or also pending in administratively-stayed federal case CV 15 00186 JMS-BMK, including pleading for Injunctive Relief, and new claims for breach of contract and bad faith tort charged against Stewart Title Company by the Plaintiffs in this Private Adversarial Bankruptcy Proceeding, are summarized as follows, and alleged in greater detail in the aforementioned federal case Complaint:

CLAIM I:

Deprivation of equal rights under color of law by SULLA, HESTER, and WHITTAKER (with IBARRA added), in violation of 42 U.S.C. § 1981(a)(b)(c). Tort occurred by fraudulent concealments and fraud upon the court in Civ. No. 14-1-0304 during hearing on February 13, 2015, by March 25, 2015, ruling to strike Plaintiffs' claims (i.e., counterclaims), and preclude Plaintiffs standing in violation of HRS § 418-9 and Washington State laws 24.12.010 and 24.12.020.

CLAIM II:

False and misleading representations in debt collection, and unfair practices, by SULLA, WHITTAKER and HESTER, pursuant to VIOLATION OF 15 U.S.C. §§ 1692(e)(2)(A)(4)(6)(A)(7)(8)(9)(10)(14) and 1692f(1). Consistent with 1692(b)(1), the "court shall consider . . . the frequency and persistence of noncompliance by the debt collector, the nature of such noncompliance, and the extent to which such noncompliance was intentional" on December 30, 2015 when fraudulent concealments and the aforementioned violations by Defendants resulted in Final Judgment of Quiet Title in

favor of SULLA's shill HESTER, but for bribed attorney WHITTAKER's complicity in the conspiracy to defraud the court and steal the Property.

CLAIM III:

Unfair and deceptive trade by SULLA, WHITTAKER and HESTER. Defendant SULLA committed unfair methods of competition against the Plaintiffs, especially damaging to consumer/Plaintiff HOROWITZ, satisfying the three required elements of a 480-13(b)(1) claim, pursuant to *Davis v. Wholesale Motors, Inc.*, 86 Haw. 405, 417 (Ct. App. 1997)(citing *Ai*, 61 Haw. At 617, and *Cieri v. Leticia Query Realty, Inc.*, 80 Haw. 54, 61-62 (1995)).

Defendant SULLA committed unfair and deceptive acts that were/are unlawful, in violation of § 480-2, in the conduct of competing interests in health tourism, and/or in the consumer health products trade, and related natural health and ecological agricultural services on the Big Island of Hawaii.

Defendant SULLA acted in violation of § 480-8(a), as a director, officer, partner, or trustee in three firms, partnerships, trusts, associations, or corporations (or any combination thereof) engaged in whole or in part in health commerce, health tourism, health products, and health services in East Hawaii, namely: (1) THE ECLECTIC CENTER OF UNIVERSAL FLOWING LIGHT-PAULO ROBERTOSILVA E SOUZA; (2) HAWAIIAN SANCTUARY, INC; and (3) THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS; with the latter two associated entities *neighboring, and/or directly competing commercially* with Plaintiffs'

health businesses, and health services initially rendered on the subject Property, and for which HOROWITZ purchased the Property.

Defendant SULLA's aforementioned actions—defrauding, maliciously prosecuting, and defaming the Plaintiffs and their businesses to gain a competitive edge, deprived the Plaintiffs of their legal rights, businesses, money, and properties, and caused direct and proximate damages to the Plaintiffs;

CLAIM IV:

Legal malpractice by SULLA and WHITTAKER, pursuant to *Kahala Royal Corporation v. Goodsill, Anderson, Quinn & Stifel, et. al.* Supreme Court of Hawaii, Appeal No. 26669 & 26670 , Jan. 11, 2007].

Plaintiffs claim attorneys SULLA and WHITTAKER (hereafter “SW”) committed multiple malpractices and repeatedly breached standards of care and rules of professional conduct while acting fraudulently and criminally as detailed above.

The four elements of legal malpractice in Hawaii apply to this case as follows:

- 1) SW had a *duty* to follow State and federal laws, and ethical rules of professional conduct;
- 2) SW *breached* his duty (as detailed above);
- 3) Plaintiffs suffered *injuries* as a result; and
- 4) SW's breach of duty was the *cause* of Plaintiffs' damages, in that:
 - (a) SW's malicious prosecutions and stated torts and crimes deprived Plaintiffs of their time, money, title to their Property, commerce, work output, prospective business advantage, and caused severe emotion distress; and

(b) Plaintiffs, acting reasonably, would not have engaged in continuous litigations were it not for SW's malpractices and extortionate abuse of the courts. (*Leyson v. Steuermann*. 705 P.2d 37, 1985.

SW's legal malpractice is barred from the "absolute litigation privilege" due to fraud and crime. (*Kahala Royal Corporation v. Goodsill, Anderson, Quinn & Stifel, et. al.* Supreme Court of Hawaii, Appeal No. 26669 & 26670, Jan. 11, 2007);

CLAIM V:

Claim to set aside fraudulent transfer of property title by SULLA, WHITTAKER and HESTER, pursuant to HRCF Rule 18(b); and HRS §651C Uniform Fraudulent Transfer Act.

Defendant SULLA violated HRS § 651C by fraudulently transferring HOROWITZ/Royal's Mortgage and Promissory Note(s) to a sham incorporation to generate \$375,000.00 of false debt that SULLA and HESTER demanded HOROWITZ pay; and when HOROWITZ refused, SULLA circumvented judicial processes ongoing at that time in two courts to conduct a non-judicial foreclosure (on the void Mortgage), and subsequently converted Plaintiffs' free and clear title to HESTER through another series of illegal deed transfers.

As a direct and proximate result of SULLA's fraudulent transfers, Plaintiffs have sustained injuries and damages as aforementioned;

CLAIM VI:

Conversion of real property (title) by SULLA, WHITTAKER, and HESTER, pursuant to *FREDDY NOBRIGA ENTERPRISES v. STATE, DHHL*, 295 P. 3d 993 – Haw: Intermediate Court of Appeals 2013.

Conversion encompasses the following acts: "(1) A taking from the owner without his consent; (2) an unwarranted assumption of ownership; (3) an illegal use or abuse of the chattel; and (4) a wrongful detention after demand." *Tsuru v. Bayer*, 25 Haw. 693, 696 (1920).

The facts and evidence presented herein establish a *prima facie* case that said Defendants committed all four elements by: (1) taking from owner HOROWITZ/Royal the Mortgage, Notes, and Warranty Deed without HOROWITZ's knowledge or consent, and altering and transferring the contract and Notes into a sham "church" to give HESTER (really SULLA) (2) "an unwarranted assumption of ownership" by slandered title; (3) subsequently used the convert the Property further, by the Property's use as security on a \$50,000.00 Mortgage "loan" issued by SULLA to HESTER on June 9, 2011; resulting in (4) the wrongful detaining of the Property's usage and free and clear ownership, damaging the Plaintiffs;

CLAIM VII:

Trespass to chattels by SULLA, WHITTAKER and HESTER, pursuant to Restatement (Second) of Torts § 256. Plaintiffs aforementioned acts satisfy the basic elements of a claim of trespass to chattels: 1) the lack of Plaintiff's consent to the trespass, 2) interference or intermeddling with possessory interest, and 3) the intentionality of the defendants' actions. Actual damage is not necessarily a required element of a trespass to chattels claim, but is extreme in this case. (Restatement (Second) of Torts § 256);

CLAIM VIII:

Defamation and/or commercial disparagement by SULLA, HESTER and The RITKES, pursuant to HRS § 663-1 (2015) and Lanham Act, 15 U.S.C. § 1125(a) 43(a)(1)(B). The elements of a cause of action for libel and defamation under Hawaii law are: (1) a false

and defamatory statement concerning another—as when SULLA published on the Internet that the Plaintiffs are “squatters” and “trespassers” on their own Property and The RITKES defamed HOROWITZ-RBD in the community and in discovery documents; (2) The aforementioned Defendants spoke or published these unprivileged, false, and outrageous statements in the community or on the Internet; (3) Defendants’ fault in publishing these falsehoods amounted to more than negligence, since the men knew what they were saying and publishing was false, malicious, and defamatory, and that their acts would result in commercial defamation and trade disparagement, to gain them unfair commercial advantage, and illegally restrain Plaintiff’s interstate trade and health products businesses, benefitting their competing businesses and complicit third parties’ related enterprises in Hawaii and on the mainland, and

(4) Defendants’ defamations are actionable, irrespective of the fact that their fraudulent statements in publications caused special harm to the Plaintiffs. *Gold v. Harrison*, 88 Hawaii 94, 100, 962 P.2d 353, 359 (1998);

CLAIM IX:

Intentional infliction of emotional distress by SULLA, WHITTAKER, HESTER, The RITKES (with the addition of IBARRA) pursuant to Haw. Rev. Stat. § 663-1 (2015);

CLAIM X:

Wrongful foreclosure by SULLA and HESTER, pursuant to Haw. Rev. Stat. §§ 663-1 and 657-1(4)]; Rule 10b-5, Rules and Regulations of the Exchange Act, 17 C.F.R. § 240.10b-5 (1990). *Nakamoto v. Hartley*, 758 F. Supp. 1357 (D. Haw. 1991). The

elements of wrongful foreclosure²³ include: (1): “the trustee or mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust; (2) the party attacking the sale was prejudiced or harmed; and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering.” *Lona v. Citibank, N.A.*, 202 Cal. App. 4th 89, 104 (Cal. Ct. App. 2011) (citing *Bank of Am. Nat. Trust & Sav. Ass'n v. Reidy*, 15 Cal. 2d 243, 248 (Cal. 1940)));

CLAIM XI :

Civil RICO by all Defendants, pursuant to 18 U.S.C. § 1964. (Four year statute of limitation.) Plaintiffs are prepared to prove the Defendants violated all the elements of a **RICO** claim based upon 18 U.S.C. § 1962(c) (1994), including: "(1) conduct (2) of an enterprise (3) through a pattern (4) of racketeering activity." *Sedima, S.P.R.L. v. Imrex Co.*, 473 U.S. 479, 496, 105 S.Ct. 3275, 87 L.Ed.2d 346 (1985).

The aforementioned facts and Defendants acts evidence a pattern of Defendant SULLA’s “racketeering activity,” as defined in 18 U.S.C. § 1961(1)(A) and (B), including: (1) extortion of HOROWITZ to pay “unlawful debt” and/or engage in malicious prosecution commencing with SULLA’s filing Civ. No. 14-1-0304 on 8-11-14; (2) bribery of co-counsel Whittaker that occurred approximately two weeks after the

²³ Plaintiffs claim Wrongful Foreclosure under Haw. Rev. Stat. § 663-1 and Rule 10b-5 of the Rules and Regulations of the Exchange Act, 17 C.F.R. § 240.10b-5 (1990), that carries a six-year statute of limitation provided in H.R.S. § 657-1(4) governs actions brought pursuant to Rule 10b-5. (*Cunha v. Ward Foods, Inc.*, 501 F.Supp. 830, 837 (D.Haw.1980)); and whereas this time began to toll on September 12, 2013, with the Ibarra Court’s issuance of the Third Amended Final Judgment in said judicial foreclosure case. (See also: *Nakamoto v. Hartley*, 758 F. Supp. 1357 (D. Haw. 1991))

federal court's disqualification of SULLA as a necessary witness at trial on 1-5-15; (3) dealing in the controlled substance DMT confirmed by negative averment in Civ. No. 12-1-0417 on 1-4-13; (4) mail fraud (ongoing); (5) wire fraud confirmed by expert Chrisman by 6-15-15; (6) interference with Plaintiffs' commerce by filing 0304 on 8-11-14 ; (7) laundering of monetary instruments (i.e., Plaintiffs' Mortgage and Notes into GOB); (8) engaging Plaintiffs and HESTER in monetary transactions in property (and property titles) derived from specified unlawful activity on 6-14-11; (9) felonious manufacture and concealment of the controlled substance DMT confirmed on 1-4-13; (10) forgery confirmed on 6-15-15; and (11) obstruction of justice by fraudulent concealment of conflicting surety interests upon filing 0304 on 8-11-14.

As a direct and proximate result of Defendants' racketeering activity, Plaintiffs have sustained injuries and damages as aforementioned;

CLAIM XII:

Fraud and/or misrepresentation by SULLA, WHITTAKER, HESTER, and The RITKES, pursuant to HRS § 485-25(a)(3). The elements of fraud in Hawaii include: "(1) false representations made by the defendant; (2) with knowledge of their falsity (or without knowledge of their truth or falsity); (3) in contemplation of plaintiff's reliance upon them; and (4) plaintiff's detrimental reliance. See *Hawaii's Thousand Friends v, Anderson*, 70 Haw. 276, 286, 768 P.2d 1293, 1301 (1989).

Pursuant to Defendants' violations of HRS § 485-25(a)(3), SULLA, WHITTAKER, HESTER and The RITKES engaged in a series of acts, practices, and

course of business that operated as a fraud upon the State, the courts, and the Plaintiffs, to effect real Property theft, as the above Defendants falsely represented that: a) HOROWITZ/Royal had defaulted on the Mortgage; b) HESTER was Lee's "nephew;" c) HESTER's "church" and "business office" was at RITKE's house; d) the GOB "church" was legitimately owed \$375,000.00 by HOROWITZ/Royal; e) SULLA's Assignments of the Notes and Mortgage (i.e., securities) were valid; f) SULLA's Notice of, and conduct of, Mortgagee's Power of Sale by auction was valid under HRS § 667-5 thru 667-10 ; g) HESTER bought the Property legally at the NJF auction; h) SULLA was legally authorized by his attorney's license to conduct the auction; i) SULLA was legally authorized by his attorney's license to collect "unlawful debt;" j) HESTER became the legal "owner" of the Property after the NJF; k) Lee was not bankrupt or insolvent when he, purportedly, contracted with SULLA to represent Lee; and l) Lee acted in good faith when he Assigned the Mortgage and Notes, purportedly for religious reasons, to evade five judgment creditors, and leave the Property and massive litigation expenses and distress to 33 year-old HESTER, purportedly, because he is a "good person" and "deserves a good start."

Some or all of the above false representations the Defendants made with knowledge of their falsity (or without knowledge of their truth or falsity); Defendants made these false representations in contemplation that the State, the courts, and Plaintiffs would rely upon them; and the Plaintiffs were forced to rely upon the aforementioned

misrepresentations, compelled by Defendants' legal filing of them with the State and/or the courts to the Plaintiffs' detriment.

Accordingly, Defendants' acts have exceeded the bar to establish a § 485-25(a)(3) violation; and as a result of the aforementioned pattern of fraud and/or misrepresentation, Plaintiffs were damaged financially and pray for treble damages regularly awarded for fraud pled with particularity;

CLAIM XIII

Slander of title by SULLA and HESTER Slander of title to TMK (3) 1-3-001: 049 & 043, pursuant to *ISOBE v. SAKATANI* 808 LLC, Haw. ICA, No. 28939, May 31, 2012.) The elements of the Slander of Title claim include: (1) ownership of, or interest in, the property by the plaintiff, in this case HOROWITZ/Royal, by Warranty Deed from Lee; (2) falsity of the words published by SULLA (purportedly "HESTER") claiming HOROWITZ defaulted on the Mortgage; and/or that GOB's NJF was legally performed under HRS § 667-5 thru 667-10; (3) malice of these Defendants in publishing their false statements to effect extortion and/or real Property theft; (4) publication to some person other than the owner [i.e., HOROWITZ/Royal and KANE], including the State and the courts; (5) publication in disparagement of plaintiff's Property or the title to it, as SULLA recorded with the State as it now appears in the tax records; and (6) special damages proximately resulting from such publication; as has occurred to the Plaintiffs with financial damages exceeding \$6 million and causing irreparable harm. (*ISOBE v. SAKATANI* 808 LLC, Haw. ICA, No. 28939, May 31, 2012.)

The Defendants slandering of the Plaintiffs' free and clear Property title tort, caused Plaintiffs to suffer irreparable harm, and severe long-term emotional and mental distress, and compromised their physical health, for which injunctive relief is requested.

CLAIM XIV

Bad Faith Tort—*Best Place, Inc. v. Penn America Ins. Co.*, 920 P. 2d 334 –
Haw: Supreme Court 1996—STEWART TITLE GUARANTY CO.

“[T]he tort of **bad faith** is not a tortious breach of contract, but rather a separate and distinct wrong ‘which results from the breach of a duty imposed as a consequence of the relationship established by contract.’” *Id. Best Place, Inc. @ 345*, quoting *Anderson v. Continental Ins. Co.*, 85 Wis.2d 675, 271 N.W.2d 368, 374 (1978). HOROWITZ relied on STEWART agents and Island Title Co. investigators to research, determine, and assure free and clear title came with the Property purchase. STEWART’s agent at Island Title, Brenda Iaone and others, were warned by their previous client Philip Maise, that the Property was encumbered by litigation and free and clear title was threatened. STEWART agents neglected this intelligence publicly published in court records in *Maise v. Lee*, Civ. No. 3CC01-1-000444, Doc. Nos. 67 thru 70, and misinformed HOROWITZ stating “there are no problems with the title.” STEWART agents apparently neglected noticing HOROWITZ about this encumbrance in order to make a sale; and STEWART’S bad faith tort and negligence, caused HOROWITZ et. al a decade of damages and severe emotional distress. The full amount of policy coverage (i.e., \$550,000) is requested. The Plaintiffs also ask for punitive damages of \$250,000 for negligent infliction of emotional distress (NIED) commensurate with *Naeem v. McKesson Drug Co.*, 444 F.3d 593 (7th Cir. 2006) due to the severe long term pain and suffering STEWART agents caused.

CLAIM XV

Breach of Contract—*Best Place, Inc. v. Penn America Ins. Co.*, 920 P. 2d 334 –
Haw: Supreme Court 1996—STEWART TITLE GUARANTY CO.

“[T]he tort of **bad faith** is not a tortious breach of contract, but rather a separate and distinct wrong . . .” *Id. Best Place, Inc. @ 345*, quoting *Anderson v. Continental Ins. Co.*, 85 Wis.2d 675, 271 N.W.2d 368, 374 (1978). HOROWITZ requested STEWART lawyers help defend the Property title under contest in Civ. No. 14-1-0304, and the Claims Counsel, Timothy P. Atchison, declined by letter dated June 5, 2015. STEWARTS’ breach of contract enabled SULLA, WHITTAKER and HESTER to secure Judge IBARRA’s Final Judgment granting HESTER Quiet Title, foreboding the Plaintiffs’ ejectment, contributing to severe emotional distress, and lost work product output.

APPENDIX II:

QUESTIONS OF LAW FOR DECLARATORY JUDGMENT

THE PLAINTIFFS PRAY for declaratory judgment pursuant to the following questions of disputed law raised in this adversarial proceeding:

1) Was HOROWITZ deprived of his right of standing to plead in courts in the State of Hawaii as the sole member and Overseer of the RBOD corporation sole that was engaged in winding-up within a two-year period following dissolution on September 17, 2012; before the Defendants' filing of the Quiet Title case Civ. No. 14-1-0304 in August 11, 2014, pursuant to HRS § 419-8, that permits such standing and court representation by the Plaintiff, as does Washington State laws 24.12.010 and 24.12.020; bearing on the (erroneous) default of the Plaintiff's RBOD ministry, and deprivation of HOROWITZ's right to due process and adjudication on the merits, and subsequent summary judgment and ejectment rulings by the State court, depriving the Plaintiffs' Property rights; especially questionable since the Plaintiffs are also the exclusive successors in interest for RBOD's properties, having legally Quitclaim Deeded RBOD's interests to HOROWITZ and KANE prior to RBOD's dissolution. (Exhibit 18)

2) Did HESTER have standing to plead for Quiet Title and the Plaintiffs' ejectment? Plaintiffs argue he did not, by reason of a colored title derived from a series of fraudulent transfers of the subject Mortgage and Notes.

3) Did the State court have jurisdiction to grant HESTER Quiet Title by summary disposition, given the unresolved standing issues and material facts in dispute?

4) Did the State court erroneously grant HESTER Quiet Title in lieu of HESTER's failure to testify, failure to file any affidavits, or even submit a declaration?

5) Was SULLA's conduct of the non-judicial foreclosure by which title was conveyed to GOB, and then later to HESTER, in compliance with HRS 667-5?

6) Was SULLA's conduct of the non-judicial foreclosure ethical, notwithstanding the final judgments that had already *denied* foreclosure in Civ. No. 05-1-0196, with exclusively the jury award being contested in that case?

7) Was any claim of deficiency or default of the Mortgage to have been brought before Judge IBARRA who was adjudicating 0196, now pending appeal and final disposition in that court and first filed case?

8) Were the Plaintiff's denied due process?

9) Is ejectment warranted by the facts and summary disposition in 0304?

10) Was 0304 legitimately ruled a "separate case" from 0196, given the same parties or their privities, the same series of transactions, and the same Property in contest, pursuant to res judicata and collateral estoppel doctrine(s);

11) Was Attorney WHITTAKER's commission by co-counsel SULLA ethical?

12) Pursuant to the elements of *bribery* under HRS §710-1040, and definition of "public servant" under HRS §710-1000(15), wherein Hawaii lawyers are inferred as "officers of the court" and not excluded from liability as an officer of the judicial branch of government (*Dennis v. Sparks.*, Op. cit.), was WHITTAKER's concealed commission by SULLA, to conceal SULLA's real party of interest, a Class B felony?

13) Was the original Mortgage debt voided by the fraud relating to the sale of the Property by Lee? (Exhibit 2); and if so,

14) Was RBOD-HOROWITZ's payment in full in February, 2009, as instructed by the courts (Exhibits 2) erroneous? And if so, should this money be refunded or credited to HOROWITZ?

-- end --

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**PAYMENTS MADE ON \$550,000.00 PURCHASE BY THE BUYERS,
LEONARD G. HOROWITZ AND THE ROYAL BLOODLINE OF DAVID,
TO THE SELLER, CECIL LORAN LEE (AND GARNISHER, PHILLIP
MAISE), JANUARY 15, 2004, THROUGH FEBRUARY 27, 2009.**

EVIDENCE OF PAYMENT	PAYMENT DATE	BUYER DEBIT (\$)	BUYER CREDIT (\$)
Combined Closing Statement	1-15-04	550,000	200,000.00
Cancelled Checks # 2025	2-20-04		2333.33
# 2135	3-08-04		2333.33
# 2148	4-10-04		2333.33
# 2518	5-29-04		2333.33
# 2527	7-10-04		2333.33
# 2543	8-01-04		2333.33
# 2556	9-03-04		2333.33
# 2148	4-10-04		2333.33
# 2518	5-29-04		2333.33
# 2527	7-10-04		2333.33
# 2543	8-01-04		2333.33
Garnishment Confusion delays 4 payments to Jan. 13, 05 (see below)			
# 2596	1-13-05 (four months payment issued)		9333.32
# 2603	2-07-05		2333.33
# 2621	4-07-05		2333.33
# 2623	5-03-05		2333.33
# 2632	5-30-05 (June payment)		2333.33
# 2637	7-01-05		2333.33
# 2547	8-05-05		2333.33
# Dif. Accnt.	9-06-05		2333.33
# 2654	10-12-05		2333.33
# 2658	11-02-05		2333.33
# 2667	12-05-05		2333.33
# 2670	01-03-06		2333.33
# 2685	02-15-06		2333.33
# 2691	03-10-06		2333.33
# 2699	04-20-06		2333.33
# 2711	05-03-06		2333.33
# 2720	05-29-06 (August payment)		2333.33
# 2721	07-27-06		2333.33
# 2725	08-15-06		2333.33
# 2741	09-27-06		2333.33
# 2749	11-04-06 (October payment)		2333.33
# 2755	11-21-06		2333.33
# 2767	01-04-07		2333.33
# 2901	02-02-07		2333.33
Lee's Bankruptcy Filing Puts All Payments on Hold			
# 2928	06-29-07 (Five mos. payments Mar. - July)		11,666.65
# 2947	11-03-07		9333.33
# 2885	02-07-08		6999.99
# 2806	04-10-08		2333.33
# 2796	10-20-08		13,999.99
# 5903945	02-27-09		26,204.13
# Wire transfer	02-02-09		64,000.00
# 2855	02-03-09		64,000.00
TOTAL PAYMENTS TO PLAINTIFF ON NOTE.....			\$487,203.96
CREDIT \$100,000.00 IN CONTRACTED EARLY PAYMENT PROHIBITED.....			\$587,203.96
CREDIT \$907.96 IN JUDGMENT CREDIT FROM CIV. NO. 05-1-0196.....			\$588,111.94

....

FILED

cc:
John Carroll, Esq.
Dan O'Phelan, Esq.
Mr. Philip Maise

2008 APR -2 PM 12: 03

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
JITTAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

CECIL LORAN LEE	)	CIVIL NO. 05-1-196
	)	(Foreclosure)
Plaintiff and)	
Counterclaim-	)	FINDINGS OF FACT,
Defendant,	)	CONCLUSIONS OF LAW, AND
	)	ORDER DENYING DECREE OF
vs.	)	FORECLOSURE AGAINST ALL
	)	DEFENDANTS
LEONARD GEORGE HOROWITZ,)	
JACQUELINE LINDENBACH HOROWITZ	)	<u>Trial Dates:</u>
AND THE ROYAL BLOODLINE OF DAVID,)	
JOHN DOES 1-10, JANE DOES 1-10, DOE	)	February 12-14, 2008
PARTNERSHIPS 1-10, DOE	)	February 20-21, 2008
CORPORATIONS 1-10, DOE ENTITIES,)	
DOE GOVERNMENTAL UNITS,)	
	)	JUDGE RONALD IBARRA
Defendants and)	
Counterclaimants.)	

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DENYING DECREE OF
FORECLOSURE AGAINST ALL DEFENDANTS

This matter in equity having come before the Honorable Ronald Ibarra for bench trial¹ commencing the week of February 12, 2008 pursuant to Plaintiff's Complaint for Foreclosure filed on June 15, 2005 and Defendants' Counterclaims filed July 6, 2006. Dan O'Phelan, Esq. appeared for Plaintiff, John Carroll, Esq. appeared for Defendants, and Philip B. Maise appeared as Intervenor. Present were Plaintiff Cecil Loran Lee, Defendants Leonard George Horowitz and Jacqueline Lindenbach

¹ The issue was submitted to an advisory jury with the other causes of action.

Horowitz, individually and as representatives of the Royal Bloodline of David, and Intervenor Philip Maise. No other parties appeared. Having reviewed the evidence at trial, including the Exhibits, the credibility of all witnesses, the arguments of counsel, and records and file of the case,

FINDINGS OF FACT

If any of these findings are deemed conclusions of law they shall be construed as such:

1. For value received, Defendant LEONARD GEORGE HOROWITZ as Overseer of ROYAL BLOODLINE OF DAVID, maker, made executed and delivered to CECIL LORAN LEE, two (2) certain Promissory Notes dated January 15, 2004. One Note was for the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (received into evidence as Plaintiff's Exhibit P-4 at trial), and a second promissory note was for the principal sum of Twenty-Five Thousand Dollars (\$25,000.00)(received into evidence as Plaintiff's Exhibit P-5 at trial).
2. Both Notes were secured by that certain Mortgage (received into evidence as Plaintiff's Exhibit P-3 at trial) dated January 15, 2004, executed by Defendant HOROWITZ individually and as Overseer of ROYAL BLOODLINE OF DAVID, as mortgagor, in favor of CECIL LORAN LEE as mortgagee, and on January 23, 2004, filed in the Office of Registrar of Conveyances, Bureau of Conveyances, State of Hawaii, as Document Number 2004-014441 and noted on Warranty Deed document number 2004-014440. The property, more fully described in Exhibit "A" attached to the mortgage is located at 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, TMK Numbers: (3) 1-3-001:048 and (3) 1-3-001:043.

3. By Assignment of Mortgage dated January 15, 2004 and recorded in the Bureau of Conveyances, State of Hawaii, as Document Number 2004-014441, and noted on Warranty Deed document number 2004-014440 and recorded in the Office of the Registrar on Conveyances, Bureau of Conveyances, State of Hawaii, Plaintiff has become the owner of the Mortgage. Plaintiff is also the owner of the Notes in the amounts of \$350,000.00 and \$25,000.00 upon closing of the sale herein authorized. Defendants have made the monthly payments in the amount of \$2,333.33 per month pursuant to the Notes and Mortgage. Defendants have paid a total of \$165,666.43 in interest and \$25,000.00 good faith release of payment, for a total payment of \$190,666.43. The balloon payment is due January 15, 2009.
4. Two versions of the Escrow Instructions were drafted. One version required the subject property to be insured, the other version did not require the subject property to be insured. The jury found the version not requiring the subject property to be insured to be fraudulent. As a result, the version requiring the subject property to be insured was found by the jury to be the true version of the Escrow Instructions.
5. At the time of purchase Plaintiff represented to Defendants that the property could be used as a bed and breakfast. This later turned out to be untrue.
6. Defendants engage in commercial use of the property for their ministerial purposes and as a consequence, their insurance on the property was terminated. Defendants were advised by Bank of Hawaii Insurance on March 31, 2004 that the dwelling fire policy would be cancelled on April 23, 2004

(received into evidence as Plaintiff's Exhibit P-7). A Notice of Policy Termination or Cancellation was sent to Defendants from Island Insurance Companies on March 19, 2004 (received into evidence as Plaintiff's Exhibit P-9). Defendants failed to obtain insurance or maintain insurance on the property since the date of April 23, 2004 and during trial provided no proof that the property was insured.

7. Defendants cannot obtain insurance on the property because it is located in a lava zone.
8. Defendants constructed a pool and other structures on the property and modified the existing structures. Defendants failed to obtain Plaintiff's written consent for the new construction and modification of the existing structure in violation of the terms and conditions of the mortgage.
9. Defendants' modifications improved the subject property by painting, landscaping, and updates to the structure.

CONCLUSIONS OF LAW

If any of these conclusions of law are deemed findings of fact they shall be construed as such:

1. This Court has jurisdiction over the parties and the subject matter of this case, including the mortgaged property, and venue is proper in this circuit.
2. Plaintiff's Mortgage and Notes, dated January 15, 2004, executed by Defendants Horowitz and Royal Bloodline of David, as mortgagor and filed in the office of the Registrar of Conveyances, Bureau of Conveyances, State of Hawaii as document number(s) 2004-014440 and 2004-014441 is a valid first lien upon the property located at 13-3775 Kalapana Highway, Pahoa, Hawaii 96778 is a

superior interest prior to the interest of all other parties in the mortgaged property and subordinate only to a lien for unpaid taxes.

3. Foreclosure is an equitable proceeding; therefore the principals of equity apply. Beneficial Hawaii, Inc. v. Kida, 96 Haw. 289, 312 30 P.3d 895, 918 (Haw. 2001).
4. Equity jurisprudence is not bound by strict rules of law, and a court of equity can mold its decree to do justice. Id.
5. Equity abhors forfeiture. Converse v. James, 89 Haw. 461, 473, 974 P.2d 1051, 1063 (Haw. App. 1997). Another maxim of equity is that "he who comes into equity must come with clean hands." 7's Enterprises Inc. v. Del Rosario, 111 Haw. 484, 489, 143 P.3d 23, 28 (Haw. 2006).
6. Although Defendants violated the terms and conditions of the mortgage by failing to maintain property insurance, and making improvements/modifications to the property without prior consent of Plaintiff; there is enough equity on behalf of Defendants to find foreclosure in this instant unjust.
7. Considering the equities involved with the timely payment, property improvements, balloon payment near due, and misleading statements by Plaintiff, foreclosure in this instant case would be unjust.

IT IS HEREBY ORDERED, Plaintiff's Decree of Foreclosure Against All Defendants is DENIED.

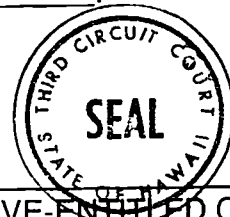
IT IS FURTHER ORDERED that the appropriate equitable remedy in this matter is that Defendants Leonard George Horowitz and Jacqueline Lindenbach Horowitz, individually and as representatives of the Royal Bloodline of David shall obtain insurance within thirty (30) days of this Order. In the event Defendants do not obtain insurance,

Plaintiff shall obtain a rate quote on insurance and provide Defendants with the company's name and Defendants shall pay for the insurance within thirty (30) days.

IT IS FURTHER ORDERED that further appropriate equitable remedy is that the balloon payment be accelerated to September 1, 2008 in the event that insurance is available for purchase and Defendants do not purchase said insurance.

DATED: Kealahou, Hawaii

4/1/08



JUDGE OF THE ABOVE-ENTITLED COURT

FILED

cc:
John Carroll, Esq.
Dan O'Phelan, Esq.
Mr. Cecil Loran Lee
Mr. Philip Maise

2008 JUL 22 PM 12: 05

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE	)	CIVIL NO. 05-1-196
	)	(Foreclosure)
Plaintiff and)	
Counterclaim-	)	FINAL JUDGMENT
Defendant,)	
	)	Trial: Week of February 12, 2008
vs.)	
)	
LEONARD GEORGE HOROWITZ,	)	JUDGE RONALD IBARRA
JACQUELINE LINDENBACH HOROWITZ)	
AND THE ROYAL BLOODLINE OF DAVID,)	
JOHN DOES 1-10, JANE DOES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE)	
CORPORATIONS 1-10, DOE ENTITIES,)	
DOE GOVERNMENTAL UNITS,)	
)	
Defendants and)	
Counterclaimants.)	

FINAL JUDGMENT

Pursuant to the Revised Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure Against All Defendants dated April 2, 2008; the Order Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007, (Order filed March 18, 2008); the Order Denying Motion to Alter or Amend Judgment filed May 8, 2008; the Order Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and the Royal Bloodline of David's

Exhibit 3.

1

I hereby certify that this is a full, true and correct
copy of the original of this filing in this office.

Clerk, Third Circuit Court, State of Hawaii

Exhibits pg. 8

Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007 (Order filed March 18, 2008); and the Order Awarding Attorney's Fees and Costs, filed March 25, 2008; and the Court having considered the jury verdict herein; and further pursuant to Rule 58 of the Hawaii Rules of Civil Procedure,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that final judgment is hereby entered as follows:

1. As to the Complaint for Foreclosure filed June 15, 2005, pursuant to the Findings of Fact and Conclusions of Law entered on April 2, 2008, judgment is entered in favor of Plaintiff CECIL LORAN LEE (hereinafter "Plaintiff LEE") and against Defendants and Counterclaimants LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID (hereinafter "Defendants HOROWITZ"). The remedy of foreclosure is denied but equitable relief has been granted.

2. As to paragraph 12 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the jury's verdict, judgment is entered in favor of Plaintiff LEE and against Defendants HOROWITZ in the amount of FOUR HUNDRED DOLLARS and NO/100 (\$400.00) as and for compensation for the loss of his trailer.

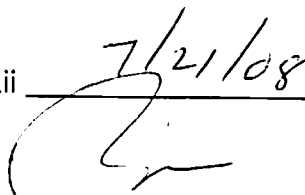

3. Pursuant to the jury's verdict, judgment for monetary damages is entered in favor of Defendants HOROWITZ in the amount of TWO HUNDRED THOUSAND DOLLARS and NO/100 (\$200,000.00) and against Plaintiff LEE.

4. As to the allegation of fraud, paragraph 13 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the jury's verdict, judgment is entered in favor of Defendants HOROWITZ against Plaintiff LEE as the jury found the fraudulently altered Agreement for Closing was not the legal cause of Plaintiff LEE's losses.

5. Pursuant to the Order Awarding Attorneys' Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of NINE HUNDRED SEVEN DOLLARS and 98/100 (\$907.98) for attorneys fees and costs in favor of Defendants HOROWITZ and against Plaintiff LEE.

This final judgment disposes of all of the claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties. All other claims are dismissed.

DATED: Kealahou, Hawaii

7/21/08


JUDGE OF THE ABOVE-ENTITLED COURT

RECEIVED

FILED

FEB 25 2009

2009 FEB 23 PM 2:03

cc:
John Carroll, Esq.
Mr. Cecil Loran Lee
Mr. Philip Maise

C. GANDALIRA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE

Plaintiff and
Counterclaim-
Defendant,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE
CORPORATIONS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants and
Counterclaimants.

CIVIL NO. 05-1-196
(Foreclosure)

AMENDED FINAL JUDGMENT

Trial: Week of February 12, 2008

JUDGE RONALD IBARRA

I hereby certify that this is a full, true and correct
copy of the original on file in this office.

Wanda
Clerk, Third Circuit Court, State of Hawaii

AMENDED FINAL JUDGMENT

Pursuant to the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on Issue of Defendant's July 6th 2006 Counterclaim for Fraud and Misrepresentation, filed on October 15, 2008; the Revised Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure Against All Defendants dated April 2, 2008; the Order Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007, (Order filed March 18, 2008); the Order Denying Motion to Alter or Amend Judgment filed May 8, 2008; the Order

Granting Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and the Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint, filed on November 9, 2007, filed December 20, 2007 (Order filed March 18, 2008); and the Order Awarding Attorney's Fees and Costs, filed March 25, 2008; and the Court having considered the jury verdict herein; and further pursuant to Rule 58 of the Hawaii Rules of Civil Procedure,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that final judgment is hereby entered as follows:

1. As to the Complaint for Foreclosure filed June 15, 2005, pursuant to the Findings of Fact and Conclusions of Law entered on April 2, 2008, judgment is entered in favor of Plaintiff CECIL LORAN LEE (hereinafter "Plaintiff LEE") and against Defendants and Counterclaimants LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ AND THE ROYAL BLOODLINE OF DAVID (hereinafter "Defendants HOROWITZ"). The remedy of foreclosure is denied but equitable relief has been granted.

2. As to paragraph 12 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the jury's verdict, judgment is entered in favor of Plaintiff LEE and against Defendants HOROWITZ in the amount of FOUR HUNDRED DOLLARS and NO/100 (\$400.00) as and for compensation for the loss of his trailer.

3. Pursuant to the jury's verdict, judgment for monetary damages is entered in favor of Defendants HOROWITZ in the amount of TWO HUNDRED THOUSAND DOLLARS and NO/100 (\$200,000.00) and against Plaintiff LEE.

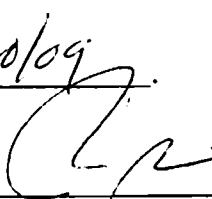
4. As to the allegation of fraud, paragraph 13 of the Complaint for Foreclosure filed June 15, 2005, pursuant to the Order Granting Plaintiff's Motion for Judgment as a Matter

of Law or Alternatively New Trial on Issue of Defendant's July 6th 2006 Counterclaim for Fraud and Misrepresentation, filed on October 15, 2008, judgment is entered in favor of Plaintiff LEE against Defendants HOROWITZ.

5. Pursuant to the Order Awarding Attorneys' Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of NINE HUNDRED SEVEN DOLLARS and 98/100 (\$907.98) for attorneys fees and costs in favor of Defendants HOROWITZ and against Plaintiff LEE.

This final judgment disposes of all of the claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties. All other claims are dismissed.

DATED: Kealahou, Hawaii

2/20/09

JUDGE OF THE ABOVE-ENTITLED COURT



FILED

cc: P. Sulla, Esq.

J. Carroll, Esq.

P. Maiser, Esq.

2009 DEC 11 PM 4:19

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

L. MOCK CHEW, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER, AS SUCCESSOR
OVERSEER OF THE OFFICE
OVERSEER, A CORPORATE SOLE AND
ITS SUCCESSOR OVER AND FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS,

Plaintiff and Counterclaim Defendant,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants and Counterclaimants,

and

PHILIP MAISE,

Intervenor.

Civil No. 05-1-196

SECOND AMENDED FINAL
JUDGMENT

JUDGE RONALD IBARRA

SECOND AMENDED FINAL JUDGMENT

This matter came before the Honorable Ronald Ibarra pursuant to Order
Dismissing Appeal for Lack of Appellate Jurisdiction, filed by the Intermediate Court of
Appeals on October 6, 2009.¹

I hereby certify that this is a full, true and correct
copy of the original on file in this office.

G. Mock Chew

Clerk, Third Circuit Court, State of Hawaii

¹ Cecil Loran Lee, Plaintiff/Counterclaim-Defendant/Appellant, v. Leonard George Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David, Defendants/Counterclaim-Plaintiffs/Appellees, and John Does 1-10, Jane Does 1-10, Doe Partnerships 1-10, Doe Corporations 1-10, Doe Entities, Doe Governmental Units, Defendants; Appeal from the Circuit Court of the Third Circuit (Civ. No. 05-1-196) No. 29841

REC

DEC 15 2009

The court reviewed the complete record and file of the case.² A jury trial commenced on February 12, 2008. Pursuant to the jury's findings this court issued Findings of Fact, Conclusions of Law, and Order Denying Decree of Foreclosure Against All Defendants, filed on April 2, 2008, and entered Final Judgment on July 22, 2008. On October 15, 2008, this court entered an Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that final judgment on the Complaint for Foreclosure filed June 15, 2005³ is hereby entered as follows:

As to the claim for foreclosure, judgment is entered in favor of Defendants and against Plaintiff, but equitable relief has been granted. Foreclosure was requested on the basis that Defendants failed to provide property insurance, not because of default on the promissory notes and mortgage.

As to the claim for deficiency judgment, judgment is entered in favor of Defendants and against Plaintiff.

As to the two claims for waste, judgment is entered in favor of Defendants and against Plaintiff.

As to the claim for trespass to chattels based on destruction of Plaintiff/Counterclaim Defendant Lee's trailer, judgment is entered in favor of Plaintiff and against Defendants, and damages of \$400.00 is awarded.

² The Order for Substitution of Plaintiff filed August 31, 2009 substituted Jason Hester, as Successor Overseer of the Office of Overseer, A Corporate Sole and Its Successors Over and For the Popular Assembly of Revitalize, a Gospel of Believers for the previously-named plaintiff, Cecil Loran Lee.

³ Although Plaintiff filed an Amended Complaint for Foreclosure on November 9, 2007, it was struck because of improper service by the Order Granting Defendants Leonard Horowitz, Jacqueline Lindenbach Horowitz, and The Royal Bloodline of David's Motion to Strike Plaintiff's Amended Complaint Filed on November 9, 2007, Filed 12/20/07, filed on March 18, 2008. This left Plaintiff's original Complaint for Foreclosure, filed June 15, 2005, standing as his claims for relief.

As to the two claims for conspiracy, judgment is entered in favor of Defendants and against Plaintiff.

As to the claim for fraud against Intervenor Maise and Defendant Leonard George Horowitz based on trespass to chattels and/or deprivation of mortgage payments, judgment is entered in favor of Intervenor Maise and Defendant Leonard George Horowitz and against Plaintiff.

As to the claim for fraud against Defendants Horowitz and The Royal Bloodline of David for changing the DROA (deposit receipt offer and acceptance), judgment is entered in favor of Plaintiff and against Defendants.⁴

As to the claim for breach of contract for failure to keep property insurance, judgment is entered in favor of Plaintiff and against Defendants. Equitable relief was ordered by requiring Defendants to carry insurance.

IT IS FURTHER ORDERED that the following relief be had from the Defendants' Counterclaims, filed July 6, 2006:

As to the claim for abuse of process and malicious prosecution, judgment is entered in favor of Plaintiff and against Defendants.

Pursuant to the jury's verdict of February 21, 2008, the count for misrepresentation and fraud, judgment was entered in favor of Defendants and against Plaintiff, but this relief was VACATED by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008.⁵

⁴ Although the jury verdict of February 21, 2008 found that the DROA was fraudulently altered, they also found that this alteration was not the legal cause of Plaintiff's losses, so no damages were awarded to Plaintiff Lee.

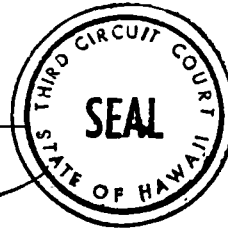
⁵ The \$200,000 jury award in favor of Defendants and against Plaintiff Lee for fraud was vacated by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue

Pursuant to the Order Awarding Attorneys' Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight cents (\$907.98) for attorney fees and costs in favor of Defendants and against Plaintiff.

This final judgment disposes of all claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties to be addressed.

DATED: Kealahou, Hawai'i;

12/10/09



The Honorable Ronald Ibarra

of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation filed October 15, 2008. It was erroneously reinstated by this court's Amended Final Judgment filed February 23, 2009. It is clarified that there is no award for \$200,000 for the claim of fraud as this court found that it was not plead with particularity and struck the claim for fraud on October 15, 2008, thereby eliminating the jury's finding, which was that Plaintiff Lee committed fraud or misrepresentation with the sale of the property, and this fraud was the cause of Defendants' damages and therefore the jury awarded special damages of \$200,000.

Exhibits pg. 17

FILED

cc: Paul Sulla, Esq.
John Carroll, Esq.
Leonard George Horowitz

2013 SEP 12 PM 1:45

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

HENRIETTA CHONG, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER, OVERSEER THE
OFFICE OF OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS
SUCCESSORS, OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS,

Plaintiff,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,

Counterclaimants,

vs.

JASON HESTER, OVERSEER THE
OFFICE OF OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS
SUCCESSORS, OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS,

Counterclaim Defendant.

Civil No. 05-1-196K

THIRD AMENDED FINAL
JUDGMENT

Jury Trial: beginning on February 12,
2008

JUDGE RONALD IBARRA

I hereby certify that this is a full, true and correct
copy of the original on file in this office.


Clerk, Third Circuit Court, State of Hawaii

THIRD AMENDED FINAL JUDGMENT

1 Exhibit 6.

Exhibits pg. 18

This matter comes before the above-referenced Court pursuant to Order Dismissing Appeal for Lack of Appellate Jurisdiction (Order), filed by the Intermediate Court of Appeals (ICA) on January 23, 2013¹. The ICA in its January 23, 2013 Order, decided that the Second Amended Final Judgment "does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCP Rule 54(b), or the holding in Jenkins," because final judgment had not been entered on Defendants and Counterclaimants' counterclaim for fraud and misrepresentation. Having fully reviewed the record and files herein, and for good cause shown, including that this Court, in its October 15, 2008 Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on issue of Defendants' July 6, 2006 Counterclaim for Fraud and Misrepresentation decided, "judgment in favor of Plaintiff and Counterclaim Defendant shall be entered on the issue of Defendants' Counterclaim for Fraud and Misrepresentation as Defendants and Counterclaimants' failed to plead fraud or misrepresentation as to the sale of the property with particularity,"

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

The Second Amended Final Judgment is amended to include:

As to Defendants/Counterclaimants' Counterclaims filed July 6, 2006, Claim A, Misrepresentation and Fraud: Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of

¹ No. 30293, Jason Hester, Overseer the Office of Overseer, A Corporate Sole and His Successors, over/for the Popular Assembly of Revitalize, a Gospel of Believers, Plaintiff/Counterclaim Defendant-Appellee v. Leonard George Horowitz and Jacqueline Lindenbach Horowitz, Defendants/Defendants in Intervention-Appellants, and The Royal Bloodline of David, Defendant/Defendant in Intervention/Counterclaimants-Appellants, and Philip B. Maise, Plaintiff in Intervention/Cross-Claim Defendant, Appeal from the Circuit Court of the Third Circuit (Civil No. 05-1-196).

Believers and against Defendants/Counterclaimants Leonard George Horowitz,
Jacqueline Lindenbach Horowitz and The Royal Bloodline Of David.

DATED: Kealahou, Hawai'i; SEP 11 2013

/s/ Ronald Ibarra (seal)
The Honorable Ronald Ibarra

FILED

cc: Paul Sulla, Esq.
John Carroll, Esq.
Leonard George Horowitz

2015 JUN 19 AM 10: 17

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII
L. KITAHARA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

JASON HESTER, OVERSEER THE
OFFICE OF OVERSEER, A CORPORATE
SOLE AND HIS SUCCESSORS,
OVER/FOR THE POPULAR ASSEMBLY
OF REVITALIZE, A GOSPEL OF
BELIEVERS,

Plaintiff,

vs.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ¹,
AND THE ROYAL BLOODLINE OF DAVID,
JOHN DOES 1-10, JANE DOES 1-10, DOE
PARTNERSHIPS 1-10, DOE ENTITIES,
DOE GOVERNMENTAL UNITS,

Defendants,

and

PHILIP MAISE

Intervenor.

LEONARD GEORGE HOROWITZ,
JACQUELINE LINDENBACH HOROWITZ,
AND THE ROYAL BLOODLINE OF DAVID,

Counterclaimants,

vs.

JASON HESTER, OVERSEER THE
OFFICE OF OVERSEER, A CORPORATE

Civil No. 05-1-196

FOURTH AMENDED FINAL
JUDGMENT

Jury Trial: February 12-14, 2008
February 20-21, 2008

JUDGE RONALD IBARRA

¹ Jacqueline Lindenbach Horowitz, although noted in the caption, there are no claims alleged against her in the Complaint, she first appears as a claimant in Defendants Counterclaims filed July 6, 2006.

Exhibit 7.

1

I hereby certify that this is a full, true and correct
copy of the original on file in this office.

Exhibits pg. 21

Clerk, Third Circuit Court, State of Hawaii

SOLE AND HIS SUCCESSORS,)
 OVER/FOR THE POPULAR ASSEMBLY)
 OF REVITALIZE, A GOSPEL OF)
 BELIEVERS,)
)
 Counterclaim Defendant.)
 _____)

FOURTH AMENDED FINAL JUDGMENT

This matter comes before the above-referenced Court pursuant to the Order Granting Motion to Dismiss Appeal for Lack of Appellate Jurisdiction, E-filed into CAAP-13-0003796 on January 29, 2014 by the Intermediate Court of Appeals ("ICA"). The ICA in its January 29, 2014 Order, decided the Third Amended Final Judgment does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCP Rule 58, or the holding in Jenkins v. Cades Schutte Fleming & Wright, Hawai'i 115, 119, 869 P.2d 1334, 1338 (1994).

On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the Order Awarding Attorney's Fees and Costs filed March 25, 2008; the Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants, filed April 2, 2008; the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008; The Second Amended Final Judgment filed December 11, 2009; and The Third Amended Final Judgment filed September 12, 2013;

This Court Having fully reviewed the record and files herein, and for good cause shown;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That Final Judgment on the Complaint for foreclosure filed June 15, 2005 is hereby entered pursuant to HRCP Rule 58 as follows:

a. As to the waste claims for unlicensed business activities and additions to the home or construction of buildings on the property, judgement is entered in favor of Defendants Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

b. As to the claim for breach of contract/covenant for failure to keep property insurance, judgment is entered in favor of the Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, and The Royal Bloodline of David.

c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendant Leonard Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

d. As to the claim for trespass to chattels based on destruction of Plaintiff [Lee's] trailer, judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard

George Horowitz, and The Royal Bloodline of David, and Judgment for damages of \$400.00 is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendant Leonard Horowitz and the Royal Bloodline of David.

e. As to the claim for fraud and misrepresentation against Defendant Leonard Horowitz and the Royal Bloodline of David for changing the DROA (deposit receipt offer and acceptance), judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants, Leonard George Horowitz, and The Royal Bloodline of David.

f. As to the claim for foreclosure, judgment is entered in favor of Defendants, Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hester Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers, but equitable relief was granted requiring Defendants to carry insurance.²

II. IT IS FURTHERED ORDERED that Final Judgment on the Defendants' Counterclaims filed July 6, 2006 is hereby entered pursuant to HRCP Rule 58 as follows:

² Foreclosure was requested on the basis that Defendants committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not because of default on the promissory note and mortgage. The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust. Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner.

a. As to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, Counterclaims filed July 6, 2006, Claim A, for Misrepresentation and Fraud: Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David as Defendants/Counterclaimants. The Jury's award to the Defendants in the amount of \$200,000 is VACATED³.

b. As to the Defendants Counterclaim filed July 6, 2006, Claim B, for Abuse of Process and Malicious Prosecution, Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David.

III. IT IS FURTHERED ORDERED that Final Judgment is hereby entered pursuant to HRCF Rule 58 as follows;

a. Pursuant to the Order Awarding Attorney's Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight cents (\$907.98) for attorney fees and costs in favor of Defendants,

³ Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the issue of Defendants' July 6, 2006 Counterclaim for fraud and Misrepresentation filed October 15, 2008 and the Third Amended Final Judgment filed September 12, 2013, as a result, the \$200,000.00 award to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David was VACATED.

Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

This final judgment disposes of all claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties to be addressed in this action.

DATED: Kealahou, Hawai'i; _____

JUN 19 2015

/s/ Ronald Ibarra (seal)
The Honorable Ronald Ibarra

STATE OF HAWAII CIRCUIT COURT OF THE THIRD CIRCUIT	NOTICE OF ENTRY OF JUDGMENT/ORDER	CASE NUMBER Civil No. 05-1-196
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> TO: Leonard George Horowitz 13-3775 Kalapana Highway Pahoa, HI 96778 </div> <div style="width: 30%;"> Paul J. Sulla, Jr. Esq. P.O.Box 5258 Hilo, HI 96720 </div> <div style="width: 30%;"> John S. Carroll, Esq. 810 Richards St. Ste. 810 Honolulu, HI 96813 </div> </div>		POLICE REPORT NUMBER (IF APPLICABLE)
PLAINTIFF JASON HESTER, OVERSEER THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS	vs.	DEFENDANT LEONARD GEORGE HOROWITZ, JACQUELINE LINDENBACH HOROWITZ , AND THE ROYAL BLOODLINE OF DAVID
<p><input checked="" type="checkbox"/> In accordance with the Hawai'i Rules of Civil Procedure, Rule 77(d), please note that the following judgment / order has been entered in this case:</p> <p><input type="checkbox"/> In accordance with the Hawai'i Rules of Penal Procedure, Rule 49(c), please note that the following judgment / order has been entered in this case:</p> <p>FOURTH AMENDED FINAL JUDGMENT</p>		
BY ORDER OF THE COURT:		
DATE 6/19/15	CLERK 	<div style="writing-mode: vertical-rl; transform: rotate(180deg);"> L. KITAOKA, CLERK THIRD CIRCUIT COURT STATE OF HAWAII </div> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; font-size: 1.2em;">FILED</div> <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> 2015 JUN 19 AM 10:17 </div> </div>



In accordance with the Americans with Disabilities Act and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office at PHONE NO. 961-7440, FAX 961-7416, or TTY 961-7525 at least ten (10) working days prior to your hearing or appointment date.

Reprographics (03/07) RevaComm 508 Certified

Margaret Wille #8522

Attorney at Law

65-1316 Lihipali Road

Kamuela, Hawaii 96743

Tel: 808-854-6931

margaretwille@mac.com

Attorney for: Defendants/Counterclaimants

**IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
KONA DIVISION, STATE OF HAWAII**

JASON HESTER, AS INDIVIDUAL
AND AS SUCCESSOR OVERSEER
THE OFFICE OF OVERSEER AND
HIS SUCCESSOR, OVER/FOR THE
POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF
BELIEVERS,

Plaintiff/Counterclaim-Defendant

v.

LEONARD G. HOROWITZ,
JACQUELINE LINDENBACH
HOROWITZ, THE ROYAL
BLOODLINE OF DAVID,

Defendants/Counterclaim-Plaintiffs
and

PHILIP MAISE, Intervenor
Plaintiff in Intervention/Cross-claim
Defendant

And

JOHN DOES, 1-10, JANE DOES 1-
10, DOE ENTITIES 1-10, DOE
PARTNERSHIPS 1-10, DOE
GOVERNMENTAL UNITS 1-10

Defendants

CIV. NO. 05-1-0196

(Foreclosure; Counterclaim Fraud and/or
Misrepresentation)

NOTICE OF SUBMISSION:
(Proposed Fifth Amended Final
Judgment)

EXHIBITS A – D;
CERTIFICATE OF SERVICE

Jury Trial: February 12-14, 2008
February 20-21, 2008

JUDGE: The Hon. Ronald Ibarra

L. KITAOKA, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

2016 FEB -5 PM 1:42

FILED

Exhibit 8.

Exhibits pg. 28

NOTICE OF SUBMISSION

TO: Paul J. Sulla, Jr.
106 Kamehameha Ave Suite 2A
Hilo, Hawaii 96720
Attorney for Plaintiff Jason Hester

YOU ARE HEREBY NOTIFIED that the proposed Fifth Amended Final Judgment is submitted here as Exhibit "A" for approval and signing by the presiding Third Circuit Judge.

Pursuant to the terms of Hawaii Rule of Civil Procedure Rule 58 "Entry of Judgments" and Rule 23 of the Rules of the Circuit Court of the State of Hawaii (RCCH), this proposed Fifth Amended Final Judgment has been agreed to as to form by the drafting Attorney Margaret Wille, attorney for Defendants, and by Attorney Paul J. Sulla Jr., attorney for Plaintiff.

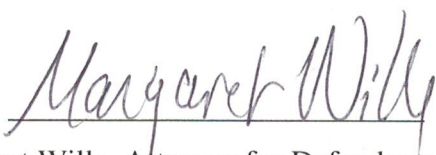
In light of the ruling of the Intermediate Court of Appeals in its Order dated January 20, 2016, CAAP 15-0000658, and Hawaii Rule of Civil Procedure Rule 58 "Entry of Judgments" and Rule 23 of the Rules of the Circuit Court of the State of Hawaii (RCCH), the undersigned attorney prepared the attached proposed Fifth Amended Final Judgment as Exhibit "A", along with a ramseyered version of the same document as Exhibit "B", showing the revisions made from the Fourth Amended Final Judgment so as to comply with the dictate of the ICA, and served the same on opposing Counsel Sulla by hand on January 25, 2016.

Pursuant to RCCH Rule 23, Attorney for Defendants Margaret Wille requested that opposing Counsel Sulla promptly approve this proposed Fifth Amended Final Judgment as to the form of the judgment, or, within 5 days from January 25, 2016, the date of service, object to the form of the proposed Fifth Final Judgment. Pursuant to RCCH Rule 23, failure to timely object constitutes approval as to form of the drafting party's proposed judgment.

It is now more than 10 days from the date of service of the proposed Fifth Amended Final Judgment, and opposing counsel has not objected to the attached proposed Fifth Amended Final Judgment. Hence, pursuant to RCCH Rule 23, given failure to object within the five day period, opposing counsel has now waived the opportunity to object and has agreed to the form of this proposed Fifth Amended Final Judgment.

On behalf of Defendants, Attorney Margaret Wille therefore is now submitting, as Exhibit "A", this agreed upon Fifth Amended Final Judgment for prompt approval and signing by the presiding Third Circuit Judge. Also included are the following 1) as Exhibit "B", a ramseyered version of the proposed Fifth Amended Final Judgment showing the differences between the Fourth and proposed Fifth Amended Final Judgments, 2) as Exhibit "C", a copy of the ICA's January 20, 2016 Order, and 3) as Exhibit "D", a copy of the Fourth Amended Final Judgment.

DATED: Waimea, Hawaii, 96743 February 5, 2016


Margaret Wille, Attorney for Defendants

Attorney at Law
65-1316 Lihipali Road
Kamuela, Hawaii 96743
Tel: 808-854-6931
margaretwille@mac.com

Attorney for: Defendants/Counterclaimants

**IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
KONA DIVISION, STATE OF HAWAII**

JASON HESTER, AS
INDIVIDUAL AND AS
SUCCESSOR OVERSEER THE
OFFICE OF OVERSEER AND
HIS SUCCESSOR, OVER/FOR
THE POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF
BELIEVERS,

Plaintiff/Counterclaim-Defendant

V.

LEONARD G. HOROWITZ,
JACQUELINE LINDENBACH
HOROWITZ, THE ROYAL
BLOODLINE OF DAVID,
Defendants/Counterclaim-Plaintiffs

and

PHILIP MAISE¹, Intervenor
Plaintiff in Intervention/Cross-
claim Defendant

and

JOHN DOES, 1-10, JANE DOES
1-10, DOE ENTITIES 1-10, DOE
PARTNERSHIPS 1-10, DOE
GOVERNMENTAL UNITS 1-10
Defendants

CIV. NO. 05-1-0196

(Foreclosure; Counterclaim Fraud
and/or Misrepresentation)

(proposed)

FIFTH AMENDED FINAL
JUDGMENT

Jury Trial: February 12-14, 2008
February 20-21, 2008

JUDGE: The Hon. Ronald Ibarra

FIFTH AMENDED FINAL JUDGMENT

¹ Philip Maise, withdrew from this case on March 3, 2009 (Docket #323)

This matter comes before the above-referenced Court pursuant to the January 20, 2016 Intermediate Court of Appeals' ("ICA") "Order Dismissing Appeal for Lack of Appellate Jurisdiction". In its January 20, 2018 Order in CAAP 15-1-0000658, the ICA decided the Fourth Amended Final Judgment does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCF Rule 58, or the holding in Jenkins v. Cades Schutte Fleming & Wright, Hawai'i 115, 119, 869 P.2d 1334, 1338 (1994).

On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the Order Awarding Attorney's Fees and Costs filed March 25, 2008; the Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants, filed April 2, 2008; the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008; The Second Amended Final Judgment filed December 11, 2009; The Third Amended Final Judgment filed September 12, 2013; and the Fourth Amended Final Judgment filed June 19, 2015.

This Court Having fully reviewed the record and files herein, and for good cause shown;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That Final Judgment on the Complaint for foreclosure filed June 15, 2005

is hereby entered pursuant to HRCF Rule 58 as follows:

a. As to the waste claims for unlicensed business activities and additions to the home or construction of buildings on the property, judgement is entered in favor of Defendants Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

b. As to the claim for breach of contract covenant for failure to keep property insurance, judgment is entered in favor of the Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, and The Royal Bloodline of David.

c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendant Leonard Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

d. As to the claim for trespass to chattels based on destruction of Plaintiff [Lee's] trailer, judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of

Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, and The Royal Bloodline of David, and Judgment for damages of \$400.00 is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendant Leonard Horowitz and the Royal Bloodline of David.

e. As to the claim for fraud and misrepresentation against Defendant Leonard Horowitz and the Royal Bloodline of David for changing the DROA (deposit receipt offer and acceptance), judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants, Leonard George Horowitz, and The Royal Bloodline of David.

f. As to the claim for foreclosure, judgment is entered in favor of Defendants, Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hestor Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers, but equitable relief was granted requiring Defendants to carry insurance.²

II. IT IS FURTHERED ORDERED that Final Judgment on the Defendants'

Counterclaims filed July 6, 2006 is hereby entered pursuant to HRCF Rule 58 as follows:

² Foreclosure was requested on the basis that Defendants committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not because of default on the promissory note and mortgage. The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust. Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner.

a. As to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, Counterclaims filed July 6, 2006, Claim A, for Misrepresentation and Fraud: Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David as Defendants/Counterclaimants. The Jury's award to the Defendants in the amount of \$200,000 is VACATED³

b. As to the Defendants Counterclaim filed July 6, 2006, Claim B, for Abuse of Process and Malicious Prosecution, Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David.

III. IT IS FURTHERED ORDERED that Final Judgment is hereby entered pursuant to HRCF Rule 58 as follows;

a. Pursuant to the Order Awarding Attorney's Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight

³ Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiffs Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

cents (\$907.98) for attorney fees and costs in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

IV. IT IS FURTHER ORDERED that all claims, including all counterclaims and cross-claims, raised by any of the parties, which are not specifically identified and adjudged in this Judgment are dismissed. There are no remaining claims or parties to be addressed in this action.

DATED: Kealahou, Hawai'i; _____ 2016

/s/ Ronald Ibarra (seal)
The Honorable Ronald Ibarra

Margaret Wille #8522

Attorney at Law

65-1316 Lihipali Road

Kamuela, Hawaii 96743

Tel: 808-854-6931

margaretwille@mac.com

Attorney for: Defendants/Counterclaimants

**IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
KONA DIVISION, STATE OF HAWAII**

JASON HESTER, AS	)	CIV. NO. 05-1-0196
INDIVIDUAL AND AS	)	(Foreclosure; Counterclaim Fraud
SUCCESSOR OVERSEER THE	)	and/or Misrepresentation)
OFFICE OF OVERSEER AND)	
HIS SUCCESSOR, OVER/FOR	)	(proposed)
THE POPULAR ASSEMBLY OF	)	FIFTH AMENDED FINAL
REVITALIZE, A GOSPEL OF	)	JUDGMENT
BELIEVERS,)	
Plaintiff/Counterclaim-Defendant)	
v.	)	Jury Trial: February 12-14, 2008
LEONARD G. HOROWITZ,	)	February 20-21, 2008
JACQUELINE LINDENBACH)	
HOROWITZ, ¹ THE ROYAL)	
BLOODLINE OF DAVID,	)	JUDGE: The Hon. Ronald Ibarra
Defendants/Counterclaim-Plaintiffs)	
and)	
PHILIP MAISE ² , Intervenor)	
Plaintiff in Intervention/Cross-)	
claim Defendant)	
and)	
JOHN DOES, 1-10, JANE DOES)	
1-10, DOE ENTITIES 1-10, DOE)	
PARTNERSHIPS 1-10, DOE)	
GOVERNMENTAL UNITS 1-10)	
Defendants)	

FIFTH AMENDED FINAL JUDGMENT

¹ ~~Jacqueline Linderbach Horowitz, although noted in the caption, there are no claims alleged against her in the Complaint, she first appears as a claimant in Defendants Counterclaims filed July 6, 2006.~~

² Intervenor Philip Maise withdrew from this case on March 3, 2009 (Docket #323)

This matter comes before the above-referenced Court pursuant to the January 20, 2016 Intermediate Court of Appeals' ("ICA") "Order Dismissing Appeal for Lack of Appellate Jurisdiction". In its January 20, 2016 Order in CAAP 15-1-0000658, the ICA decided the Fourth Order Granting Motion to Dismiss Appeal for Lack of Appellate Jurisdiction, E-filed into CAAP-13-0003796 on January 29, 2014 by the Intermediate Court of Appeals (ICA). Amended Final Judgment does not satisfy the requirements for an appealable judgment under HRS § 641-1(a), HRCF Rule 58, or the holding in Jenkins v. Cades Schutte Fleming & Wright, Hawai'i 115, 119, 869 P.2d 1334, 1338 (1994).

On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the Order Awarding Attorney's Fees and Costs filed March 25, 2008; the Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants, filed April 2, 2008; the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation, filed October 15, 2008; The Second Amended Final Judgment filed December 11, 2009; ~~and~~ The Third Amended Final Judgment filed September 12, 2013; and the Fourth Amended Final Judgment filed June 19, 2015.

This Court Having fully reviewed the record and files herein, and for good cause shown;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. That Final Judgment on the Complaint for foreclosure filed June 15, 2005

is hereby entered pursuant to HRCF Rule 58 as follows:

a. As to the waste claims for unlicensed business activities and additions to the home or construction of buildings on the property, judgment is entered in favor of Defendants Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

b. As to the claim for breach of contract covenant for failure to keep property insurance, judgment is entered in favor of the Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, and The Royal Bloodline of David.

c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendant Leonard Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

d. As to the claim for trespass to chattels based on destruction of Plaintiff [Lee's] trailer, judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of

Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, and The Royal Bloodline of David, and Judgment for damages of \$400.00 is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendant Leonard Horowitz and the Royal Bloodline of David.

e. As to the claim for fraud and misrepresentation against Defendant Leonard Horowitz and the Royal Bloodline of David for changing the DROA (deposit receipt offer and acceptance), judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants, Leonard George Horowitz, and The Royal Bloodline of David.

f. As to the claim for foreclosure, judgment is entered in favor of Defendants, Leonard George Horowitz, and The Royal Bloodline of David and against Plaintiff, Jason Hestor Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers, but equitable relief was granted requiring Defendants to carry insurance.³

II. IT IS FURTHERED ORDERED that Final Judgment on the Defendants'

Counterclaims filed July 6, 2006 is hereby entered pursuant to HRCF Rule 58 as follows:

³ Foreclosure was requested on the basis that Defendants committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not because of default on the promissory note and mortgage. The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust. Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner.

a. As to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, Counterclaims filed July 6, 2006, Claim A, for Misrepresentation and Fraud: Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David as Defendants/Counterclaimants. The Jury's award to the Defendants in the amount of \$200,000 is VACATED⁴

b. As to the Defendants Counterclaim filed July 6, 2006, Claim B, for Abuse of Process and Malicious Prosecution, Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David.

III. IT IS FURTHER ORDERED that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows;

a. Pursuant to the Order Awarding Attorney's Fees and Costs, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight

⁴ Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiffs Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

cents (\$907.98) for attorney fees and costs in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

IV. IT IS FURTHER ORDERED that all claims, including all counterclaims and cross-claims, raised by any of the parties, which are not specifically identified and adjudged in this Judgment are dismissed. This final judgment disposes of all claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties to be addressed in this action.

DATED: Kealakekua, Hawai'i; _____ 2016

/s/ Ronald Ibarra (seal)
The Honorable Ronald Ibarra

Electronically Filed
Intermediate Court of Appeals
CAAP-15-0000658
20-JAN-2016
09:40 AM

NO. CAAP-15-0000658

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

JASON HESTER, as individual and as Successor Overseer,
The Office of the Overseer and His Successor, Over/For The
Popular Assembly of Revitalize, a Gospel of Believers,
Plaintiff/Counterclaim-Defendant/Appellee

v.

LEONARD GEORGE HOROWITZ and THE ROYAL BLOODLINE OF DAVID,
Defendants/Counterclaim-Plaintiffs/Appellants
and

JACQUELINE LINDENBACH HOROWITZ,
Defendant/Counterclaim-Plaintiff/Appellee,
and

PHILIP MAISE, Intervenor-Appellee,
and

JOHN DOES 1-10, JANE DOES 1-10, DOE PARTNERSHIPS 1-10, DOE
ENTITIES and DOE GOVERNMENTAL UNITS 1-10, Defendants-Appellees

APPEAL FROM THE CIRCUIT COURT OF THE THIRD CIRCUIT
(CR. NO. 05-1-196K)

ORDER DISMISSING APPEAL FOR LACK OF APPELLATE JURISDICTION
(By: Nakamura, Chief Judge, Fujise and Reifurth, JJ.)

Upon review of the record, it appears that we lack appellate jurisdiction over Defendants/Counterclaim-Plaintiffs/Appellants Leonard George Horowitz's (Leonard Horowitz) and the Royal Bloodline of David's (Royal Bloodline of David) appeal from the Honorable Ronald Ibarra's June 19, 2015 Fourth Amended Final Judgment (Fourth Amended Judgment) because the Fourth Amended Judgment does not satisfy the requirements for an appealable judgment under Hawaii Revised Statutes (HRS) § 641-1(a) (1993 &

Exhibit 9.

Exhibits pg. 43

emphasis).

In the instant case:

1. The Fourth Amended Judgment does not resolve all claims against all parties. While the Fourth Amended Judgment addresses many of the claims raised, it does not address all of the claims, and it does not dismiss the claims not specifically identified; and

2. The Fourth Amended Judgment also does not contains the finding necessary for certification under HRCP Rule 54(b), which is required to appeal a "judgment as to one or more but fewer than all of the claims or parties."

Instead, the Fourth Amended Judgment only resolves some of the multiple claims in this case as to some of the multiple parties.

The instant case involves the following parties:

Plaintiff/Counterclaim-Defendant Jason Hester, as Successor Overseer the Office Overseer, a corporate Sole and Its Successor Over and for the Popular Assembly to Revitalize, a Gospel of Believers (Hester);^{1/} Defendants/Counterclaim-Plaintiffs Leonard Horowitz, Jacqueline Lindenbach Horowitz (Jacqueline Horowitz), and the Royal Bloodline of David (collectively "Defendants"); and Intervenor-Appellee Philip B. Maise (Maise).

The parties alleged various claims through four separate documents: (1) Hester's June 15, 2005 "Complaint for

^{1/} On August 31, 2009, the Circuit Court substituted Hester for the original plaintiff in the action, Cecil Loran Lee (Lee), who passed away during the course of the proceedings. [JROA doc. 34 at 798]. For the sake of clarity and simplicity, we refer solely to Hester in our discussion as though he had been the plaintiff throughout the course of the proceedings.

The Fourth Amended Judgment does not adjudicate all claims against all parties in this case; nor does it find no just reason for delay in the entry of judgment as to one or more but fewer than all claims or parties pursuant to HRCP Rule 54(b), a finding that is necessary to afford this court jurisdiction if the judgment fails to adjudicate all claims against all parties in the case. The Fourth Amendment Judgment also does not contain a statement dismissing all other claims not specifically identified, in accordance with the guidance provided in the Jenkins decision on how to enter a final appealable judgment as to all claims and all parties. Instead, the Fourth Amended Judgment concludes with the statement: "This final judgment disposes of all claims, counterclaims and cross-claims raised by any and all parties in this action. There are no remaining claims or parties to be addressed in this action." However, the Hawai'i Supreme Court has held that such language is insufficient to establish an appealable judgment. In Jenkins, the supreme court held:

A statement that declares "there are no other outstanding claims" is not a judgment. If the circuit court intends that claims other than those listed in the judgment language should be dismissed, it must say so: for example, "Defendant Y's counterclaim is dismissed," or "Judgment upon Defendant Y's counterclaim is entered in favor of Plaintiff/Counter-Defendant Z," or "all other claims, counterclaims, and cross-claims are dismissed."

Jenkins, 76 Hawai'i at 119-20 n.4, 869 P.2d at 1338-39 n.4

(emphases added).

^{2/} (...continued)

We also note that the Fourth Amended Judgment in Paragraph I.b. entered judgment in favor of Hester on the claim for breach of contract/covenant for failure to keep property insurance, but that Paragraph I.b. did not reference any relief provided on that claim. We assume that the relief provided was requiring Defendants to carry insurance set forth in Paragraph I.f. The Circuit Court, however, may wish to clarify the relief provided on this claim.

FILED

✓Philip Maise,
12-118 Kipuka Street
Pahoa, Hawaii 96778
William Rosdil, Attorney for Defendant Lee

2005 APR 27 AM 10:34

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

STATE OF HAWAII

PHILIP B. MAISE,

Plaintiff,

vs.

CECIL LORAN LEE,

Defendant.

) CIVIL NO. 01-1-444

)

) ORDER DENYING CECIL LORAN LEE'S

) MOTION TO SET ASIDE DEFAULT JUDGMENT

) FILED ON DECEMBER 10, 2004

)

)

)

)

)

ORDER DENYING DEFENDANT CECIL LORAN LEE'S MOTION
TO SET ASIDE DEFAULT JUDGMENT. FILED ON DECEMBER 10, 2004

On January 6, 2005, a hearing on Defendant Cecil Loran Lee's Motion to Set Aside Default Judgment, filed on December 10, 2004 (the "Motion"), was held. Defendant Cecil Loran Lee was represented by William Rosdil. Plaintiff Philip B. Maise appeared *pro se*.

Further hearings on the Motion were held on March 3, 2005 and March 29, 2005. For those hearings, Defendant Lee was represented by Paul Hamano. Plaintiff appeared *pro se*.

Based upon the evidence presented and the argument of the parties, and the record and file in this case, the Court enters herein its findings of fact, conclusions of law and order denying the Motion.

I. Findings of Fact.

1. On October 11, 2001, Plaintiff filed the Complaint herein.
2. On October 19, 2001, a Return and Acknowledgment of Service was filed. It

I hereby certify that this is a full, true and correct
copy of the original on file in this office.

Dana

Clerk, Third Circuit Court, State of Hawaii

EXHIBIT

Exhibit 10.

Exhibits pg. 46

reflected service of the Complaint and Summons on Defendant Lee on October 17, 2001.

3. On December 24, 2001, Plaintiff obtained an Entry of Default against Defendant Lee based upon Defendant Lee's failure to timely answer the Complaint and Summons.

4. On May 6, 2002, Defendant Lee, acting *pro se*, filed Defendant Cecil Loran Lee's Motion to Set Aside Plaintiff's Request to Clerk to Enter Default of Defendants Cecil Loran Lee and Michael Boyd Filed on December 24, 2001 ("Defendant's First Motion to Set Aside Entry of Default"). In the Declaration of Cecil Loran Lee, filed in support of Defendant's First Motion to Set Aside Entry of Default, Defendant Lee alleged as follows:

2. I have undergone a liver transplant and as a result I have been unable to function normally.
3. From October 11, 2001, too [sic. "to"] just recently my health has been bad and I did not have the ability to deal with the Complaint.

5. In support of Defendant's First Motion to Set Aside Entry of Default, pursuant to a Certificate of Service, filed on June 6, 2002, Defendant Lee submitted:

- a. A letter dated December 21, 2001, purportedly from Dr. Alan H.S. Cheung to Jeffery T. Arakaki;
- b. A letter dated November 1, 2001, purportedly prepared by Dr. John McVicar;
- c. A memorandum dated June 3, 1997, purportedly prepared by Dr. Francis Yao; and
- d. A Physician's Certified Report On Eye or Hearing Examination or Disability for Tax Exemption Purposes purportedly prepared by Dr. Alan H.S. Cheung.

6. On July 1, 2002, the Court entered an Order Granting Defendant Cecil Loran Lee's Motion to Set Aside Plaintiff's Request to Clerk To Enter Default of Defendants Cecil Loran Lee

and Michael Boyd, filed on July 1, 2002, setting aside the Entry of Default as to Defendant Lee.

7. On October 14, 2002, Steven D. Strauss ("Strauss") entered an appearance on behalf of Defendant Lee as attorney of record.

8. On February 3, 2003, a Withdrawal and Substitution of Counsel was entered under which Strauss withdrew and Nathan R. Brenner ("Brenner") appeared on behalf of Defendant Lee as the attorney of record.

9. On October 10, 2003, the Hawai'i Supreme Court, pursuant to an Order Denying Without Prejudice the September 11, 2003 Petition for the Immediate Suspension of Respondent Brenner From the Practice of Law Pursuant to RSCH Rule 2.12A, and Transferring Respondent Brenner to Inactive Status Pursuant to RSCH Rule 2.19(c), ordered that Brenner be transferred to inactive status as an attorney.

10. On December 26, 2003, Defendant Lee, apparently acting *pro se*, filed Defendant's Opposition to Plaintiff's Motion for Summary Judgment. At that time, Defendant Lee indicated that his address was:

13-3775 Kalapana Highway
Pahoa, Hawaii 96778

11. On January 8, 2004, a hearing was held on Plaintiff's Motion for Summary Judgment. Defendant Lee appeared *pro se*. At that time, the case was set for trial to begin on February 12, 2004, at 9:00 a.m.

12. On January 8, 2004, Defendant Lee presented a document to the documents clerks' office at the Third Circuit Court, State of Hawai'i (the "January 8, 2004 Notice of Change of Address"). The document purported to inform the "Clerk of the Court", that his address was

changed from:

13-3775 Kalapana Hwy
Pahoa, Hi

to:

P.O. Box 2122
Pahoa, Hi 96778

13. The January 8, 2004 Notice of Change of Address was not filed as a pleading and was not docketed by the Third Circuit Court, State of Hawai'i documents clerks.

14. On January 12, 2004, an Amended Order Setting Jury-Waived Trial Date and Pre-Trial Deadlines was filed. The order set the trial for February 12, 2004. A copy of the order was mailed to Defendant Lee at:

13-3775 Kalapana Highway
Pahoa, Hawaii 96778

15. Defendant Lee purports to have had a conference on February 9, 2004, "with the Court" advising the Court and Plaintiff that he required medical treatment out of state. There is no record of such a conference.

16. On February 12, 2004, the trial commenced. Plaintiff appeared at the trial. Neither Defendant Lee nor an attorney representing him appeared.

17. On March 9, 2004, a Notice of Hearing Regarding Whether or Not the Court Should *Sua Sponte* Grant Summary Judgment in Favor of Defendant Cecil Loran Lee and Against Plaintiff Philip B. Maise (the "Notice of Hearing Regarding Possible Summary Judgment") was filed. The hearing on the Notice of Hearing Regarding Possible Summary Judgment was scheduled for April 1, 2004. A copy of the Notice of Hearing Regarding Possible Summary

Judgment was mailed to Defendant Lee at:

13-3775 Kalapana Highway
Pahoa, Hawaii 96778

The copy was not returned to the Court. Defendant Lee does not claim that he did not receive it.

18. Defendant Lee represents that pursuant to a letter dated March 31, 2004 (the "March 31, 2004 Notice of Change of Address"), he notified the Clerk of the Circuit Court of a change of address from:

P.O. Box 2122
Pahoa, HI 96778

to:

P.O. Box 2661
Florence, AZ 85232

The March 31, 2004 Notice of Change of Address was not received by the Third Circuit Court.

19. On April 1, 2004, Plaintiff appeared at the hearing on the Notice of Hearing Regarding Possible Summary Judgment. Neither Defendant Lee nor an attorney representing him appeared.

20. On April 7, 2004, the Court entered an Order Declining to Sua Sponte Grant Summary Judgment in Favor of Defendant Loran Lee and Against Plaintiff Philip B. Maise and Requiring Plaintiff to Bring a Motion to Add Didier Flament as a Party. The order further gave notice of a status conference scheduled for April 22, 2004 to set the case for trial. A copy of the order was mailed to Defendant Lee at:

13-3775 Kalapana Hwy.
Pahoa, Hawaii 96778

The copy was not returned to the Court. Defendant Lee does not claim that he did not receive

the copy of the order.

21. Correspondence mailed to Defendant Lee on April 12, 2004, in Pahoa, Hawaii at:

P.O. Box 2122
Pahoa, Hawaii

would have been sent to:

22940 E Galveston St
Mesa, AZ 85212-7002

which Defendant Lee represents is his sister's address.

22. On April 22, 2004, the trial setting conference was held. Plaintiff appeared.

Neither Defendant Lee nor an attorney representing him appeared. Further proceedings in the trial was scheduled for September 27, 2004.

23. On April 26, 2004, an Amended Order Setting Jury Trial Date and Pre-Trial

Deadlines was filed. The order set the matter for further trial scheduled for September 27, 2004.

A copy of the order was mailed to Defendant Lee at:

13-3775 Kalapana Hwy.
Pahoa, Hawaii 96778

The copy of the order mailed to Defendant Lee was not returned to the Court. Defendant Lee does not claim that he did not receive it. Defendant Lee received a copy of the order.

24. On June 7, 2004, an Amended Order Setting Jury-Waived Trial Date and Pre-Trial

Deadlines was entered. The order maintained the September 27, 2004 date for the further trial.

A copy of the order was mailed to Defendant Lee at:

13-3775 Kalapana Highway
Pahoa, Hawaii 96778

It was returned to the Court.

25. On August 6, 2004, an Order Setting Settlement Conference was entered. Under the order, the parties were ordered to appear for a settlement conference on August 25, 2004. A copy of the order was mailed to Defendant Lee at:

13-3775 Kalapana Highway
Pahoa, Hawaii 96778

It was returned to the Court.

26. On August 25, 2004, Defendant Lee did not appear for the settlement conference scheduled for that date. Plaintiff appeared for the settlement conference.

27. A letter dated September 13, 2004, was sent by Defendant Lee to the Court. (Exhibit "K", attached to the Declaration of Cecil Loran Lee, attached to Defendant Cecil Lee's Motion to Set Aside Default Judgment, filed on December 10, 2004 ("Exhibit 'K'")). This letter states:

As you will note in the attached note from my doctors, due to recent liver transplant rejection episodes, I have been advised that I need to remain near the transplant center for possible emergency medical attention. This means that I must remain here on the mainland for the foreseeable future. My doctors also advise me to avoid stress and anxiety "the two most deadly killers of immunosuppressed transplant recipients."

I respectfully request that I be excused from any and all court proceedings in CIVIL NO. 01-1-444 (MAISE vs LEE) for the above stated medical reasons, and that the case be dismissed as I am now living in Arizona, am medically disabled, and unable to travel to Hawaii for the above stated reasons.

28. Attached to Exhibit "K" was a note purportedly written by someone at Sonoran Medical Practice. The note stated:

Mr. Lee should be excused from _____ duty because of his medical condition.

The word in the blank appears to read "jury", but has extraneous letters. It is probable that the

word was altered in order that it be read as "court".

29. The Court was provided by Defendant Lee medical records purportedly from Sonoran Family Practice. The Court receives these records as Court's Exhibit A.

30. In Court's Exhibit A is an entry dated September 2, 2004. The entry refers to "Loran Lee" and indicates a history which reads as follows:

States doing well, voices no problem.

Contained on the page is a handwritten entry which reads as follows:

9/17/**[illegible] excuse For Jury Duty given.

31. Contrary to Defendant Lee's assertion that someone from Sonoran Family Practice recommended that he be excused from "court" duty, the recommendation was for an excuse from "jury" duty.

32. Presumably Defendant Lee moved to Arizona in early 2004. It is not probable that Defendant Lee was summoned for jury duty in Arizona in or about September 2004.

33. The note attached to Exhibit "K" was altered by Defendant Lee in order to justify his nonappearance in court for proceedings in this matter.

34. In Court's Exhibit A is an entry dated September 21, 2004 relating to "Loran Lee".

The entry states:

Pt states fell off ladder 1 week ago, c/o bilateral shoulder pain, neck and bilateral clavicle pain. Taking OTC meds without relief. Reviewed GI consult with pt.

35. In mid-September, 2004, Defendant Lee was in sufficiently good physical condition to use a ladder.

36. The report that Defendant Lee fell off a ladder and suffered alleged physical injury is

circumstantial evidence that the excuse from jury duty reflected in the note to Exhibit "K" was for the alleged physical injury from the fall from the ladder and not Defendant Lee's liver transplant condition.

37. The Court receives into evidence the Deposition of Veronica Green, Custodian of Records for the Offices of Anthony M. Dominic, Sr., D.O. Apache Junction, Arizona, as Court's Exhibit B.

38. Based upon a review of Court's Exhibit A and Exhibit B, it does not appear that Defendant Lee was so impaired that he could not have made arrangements for an attorney to represent him in this matter during 2004.

39. On September 27, 2004, the matter was called for further trial. Plaintiff appeared. Neither Defendant Lee nor an attorney representing him appeared. Default was entered against Defendant Lee because of his failure to appear for the settlement conference and failure to appear for trial. Plaintiff testified in regard to his claimed damages.

40. Based upon the following: (a) the fact that a copy of the Amended Order Setting Jury Trial Date and Pre-Trial Deadlines, filed on April 26, 2004, was mailed to Defendant Lee and was not returned to the Court, (b) the fact that the Amended Order Setting Jury Trial Date and Pre-Trial Deadlines, filed on April 26, 2004, scheduled further trial for September 27, 2004, and (c) the fact that Defendant Lee attempted to *ex parte* dismiss his case pursuant to a letter dated September 13, 2004, the Court finds that Defendant Lee knew about the September 27, 2004 trial date and intentionally failed to appear in Court on that date.

41. On September 30, 2004, a Judgment was entered in favor of Plaintiff and against Defendant in the amount of \$173,437.77.

42. On September 30, 2004, a Notice of Entry of Judgment was filed.

43. The Court receives into evidence as Court's Exhibit C a copy of a letter dated October 20, 2004, purportedly written by John McVicar, M.D., from the University of California, Davis Transplant Center and accompanying envelope. The letter reads as follows:

This is to inform the Hawaii Circuit Court that Cecil Loran has been a patient at the UC Davis Transplant Center, as well as Good Samaritan [sic. "Samaritan"] Hospital, Phoenix Arizona in recent months, resulting in hospitalization [sic. "hospitalization"] during the months of September and October, 2004 due to liver rejections [sic. "rejection"] episodes, viral infections, and other health issues. Due to his weakened and severely compromised immune system, Mr. Lee has been advised to avoid public contact as much as possible.

The letter is written on letterhead which has a return address of Sacramento, California.

44. Defendant Lee has not provided authentic medical records indicating that he was hospitalized in September and October, 2004.

45. The envelope which is part of Court's Exhibit C contains a return address which is contained on a separate piece of paper which is affixed to the envelope. The return address reads as follows:

UC Davis Transplant Center
(916) 634-2111 or (800) 821-9912
FAX (916) 4456-2407

The envelope has the United States Post Office marking of San Diego, California.

46. The letter dated November 1, 2001, purportedly prepared by John McIvar, M.D., referred to in paragraph 5.b. above and the letter purportedly prepared by John McIvar, M.D. reflected in Court's Exhibit C were not prepared by John McIvar, M.D., nor were they prepared at his direction.

47. December 10, 2004, Defendant Cecil Loran Lee's Motion to Set Aside Default

Judgment was filed.

48. The Court finds by a preponderance of the evidence that, although Defendant Lee may have suffered from adverse medical conditions, Defendant Lee has consciously engaged in conduct to use his medical condition to escape the consequences of the civil action against him in this matter and for that purpose has fabricated evidence, or has caused evidence to be fabricated, to include: (a) the note attached to Exhibit "K", (b) the letter dated November, 2001 purportedly written by John McIvar, M.D. referred to in paragraph 5.b. above, and (c) the letter reflected in Court's Exhibit C.

II. Conclusions of Law.

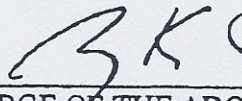
1. In a situation where a party, after being given notice of a trial date, fails to appear for trial, it is proper to enter default against the party. *Brock v. Unique Racquetball and Health Clubs, Inc.*, 786 P.2d 61 (2nd Cir. 1986); *Ringold Corp. v. Worrall*, 880 P.2d 1138 (9th Cir. 1989).

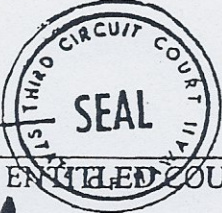
2. Defendant Lee's failure to appear at trial on September 27, 2004 was not due to excusable neglect.

III. Order.

Based upon the foregoing, it is HEREBY ORDERED that the Defendant Cecil Loran Lee's Motion to Set Aside Default Judgment, filed on December 10, 2004, is DENIED.

Dated: Hilo, Hawaii, APR 27 2005.


JUDGE OF THE ABOVE ENTITLED COURT
GREG K. NAKAMURA



Beth Chrisman
Forensic Document Examiner
13437 Ventura Blvd, Ste 213
Sherman Oaks CA 91423
Phone: 310-957-2521 Fax: 310-861-1614
E-mail: beth@handwritingexpertcalifornia.com
www.HandwritingExpertCalifornia.com

CURRICULUM VITAE

I am, Beth Chrisman, a court qualified Forensic Document Examiner. Beginning my career in 2006, I have examined over 500 document examination cases involving over 6500 documents. I trained with the International School of Forensic Document Examination and have apprenticed under a leading court-qualified Forensic Document Expert.

Forensic Examination Provided For:

Disputed documents or signatures including: wills, checks, contracts, deeds, account ledgers, medical records, and autograph authentication. Investigation and analysis including: questioned signatures, suspect documents, forgeries, identity theft, anonymous letters, alterations, obliterations, erasures, typewritten documents, altered medical records, graffiti, handwritten numbers, and computerized and handwritten documents.

Education

- Bachelor of Science Specializing in Prosthetics and Orthotics from the University of Texas Southwestern Medical Center at Dallas
- International School of Forensic Document Examination: Certified Forensic Document Examination, Graduation Date July 2008

Specific Areas of Training:

Handwriting Identification and Discrimination, Signature Comparison, Techniques for Distinguishing Forged Signatures, Disguised Handwriting, Altered Numbers, Anonymous Writing, Laboratory Procedures, Forensic Microscopy and Forensic Photography, Identifying Printing Methods, Papers and Watermarks, Factors that Affect Writing, Demonstrative Evidence Training, Demonstrative Evidence in the High-Tech World, Forgery Detection Techniques, Detection of Forged Checks, Document Image Enhancement, Graphic Basis for Handwriting Comparison, Ethics in Business and the Legal System, Mock Courtroom Trails

- American Institute of Applied Science; 101Q Questioned Documents course completed
- 3 year on-the-job apprenticeship with Bart Baggett, a court qualified document examiner and the president of the International School of Forensic Document Examination, October 2006 – October 2009.

Apprenticeship Included:

Gathering documents, setting up case files, scanning and photographing documents, assisting with on-site examinations, interacting as client liaison with attorneys and clients, accounting and billing, peer reviews, preparing court exhibits, directed and witnessed client hand written exemplars, as well as reviewed and edited official opinion letters and reports for Mr. Baggett's office. I managed 204 cases consisting of 2157 documents during this time period.

Furthermore, I began taking active individual cases that were mentored and/or peer reviewed by Bart Baggett.

- ACFEI Conference October 2009, Las Vegas, NV. (American College of Forensic Examiners International) Attended specific lectures on ink and paper counterfeiting by FBI personnel.

Exhibit 11.

Beth Chrisman
Forensic Document Examiner
13437 Ventura Blvd, Ste 213
Sherman Oaks CA 91423
Phone: 310-957-2521 Fax: 310-861-1614
E-mail: beth@handwritingexpertcalifornia.com
www.HandwritingExpertCalifornia.com

CURRICULUM VITAE Cont.

Further Qualifications:

I am the Director of the International School of Forensic Document Examination; creating curriculum, choosing textbooks, creating schedules and overseeing student apprentice qualifications for students worldwide. I teach and mentor students worldwide, including students in the United States, New Zealand, Australia, India and Slovakia. I also peer review cases for other working document examiners.

Laboratory Equipment:

Numerous magnifying devices including 30x, 20x and 10x loupes, Light Tracer light box, protractor, calipers, metric measuring devices, slope protractor and letter frequency plate, handwriting letter slant and comparison plate, typewriter measurement plate, type angle plate, digital photography equipment, zPix 26x-130x zoom digital hand-held microscope, zOrb 35x digital microscope, an illuminated stereo microscope, Compaq Presario R3000, HP PC, 2 high resolution printers, 2 digital scanners, 1 high resolution facsimile machine, and a copy machine.

Library

Numerous forensic document examination titles and other handwriting reference materials.

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www.HandwritingExpertCalifornia.com

LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

- **Identification / Elimination**

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

- **Strong Probability**

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

- **Probable**

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

- **Evidence to Suggest**

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

- **Inconclusive**

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

DECLARATION OF BETH CHRISMAN

I, BETH CHRISMAN, hereby declare as follows:

1. I am an Expert Document Examiner and court qualified expert witness in the field of questioned documents in the State of California. I am over the age of eighteen years, am of sound mind, having never been convicted of a felony or crime of moral turpitude; I am competent in all respects to make this Declaration. I have personal knowledge of the matters declared herein, and if called to testify, I could and would competently testify thereto.

2. I have studied, was trained and hold a certification in the examination, comparison, analysis and identification of handwriting, discrimination and identification of writing, altered numbers and altered documents, handwriting analysis, trait analysis, including the discipline of examining signatures. I have served as an expert within pending litigation matters and I have lectured and taught handwriting related classes. A true and correct copy of my current Curriculum Vitae ("C.V.") is attached as "Exhibit A".

3. **Request:** I was asked to analyze a certified copy of the ARTICLES OF INCORPORATION, CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES for the Corporation Sole of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS filed with the State of Hawaii Department of Commerce and Consumer Affairs. I have attached this document as EXHIBIT B, Pages 1 through 8.

4. **Basis of Opinion:** The basis for handwriting identification is that writing habits are not instinctive or hereditary but are complex processes that are developed gradually through habit and that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice and no two people write exactly the same. Thus writing habits or individual characteristics distinguish one person's handwriting from another.

1 Transferred or transposed signatures will lack any evidence of pressure of a writing
2 instrument. Additionally, due to modern technology in the form of copiers, scanners, and computer
3 software that can capture documents as well as edit documents and photos it has become quite easy
4 to transfer a signature from one document to another. However, there will always be a source
5 document and in many cases the signature will remain unchanged. The fact that there is more than
6 one signature that is exactly the same is in direct opposition to one of the basic principles in
7 handwriting identification.

8
9 A process of analysis, comparison and evaluation is conducted between the document(s).
10 Based on the conclusions of the expert, an opinion will be expressed. The opinions are derived
11 from the ASTM Standard Terminology for Expressing Conclusions for Forensic Document
12 Examiners.

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

15 a. This is an 8 page document with the first six pages having a fax footer dated May 26, 2009
16 and the last 2 pages having a fax footer of May 28, 2009.

17
18 b. Further, the first four pages are numbered as such, the fifth page has no original number
19 designation, the sixth page has the numeral 2, and the last two pages are labeled 1 and 2.

20 c. There is not one consistent page numbering system or text identification within the
21 document pages that indicates all pages are part of one document.

22 DOCUMENT PAGES:

23
24 d. Page 6 and Page 8 are both General Certification pages and contain the same text, exact
25 same signature and exact same handwritten '8' for the day. Since no one person signs their name
26 exactly the same way twice, one of these documents does not contain an authentic signature.

1 Additionally, no one person writes exactly the same way twice thus the numeral '8' is also not
2 authentic on one of the documents.

3 e. It is inconclusive if one of the documents is the source or if neither is the source document.

4 f. There is no way to know if the signature of Cecil Loran Lee was an original prior to faxing
5 or if it was a copy of a copy or the generation of the copy if a copy was used to fax the form.

6 PAGES 5 AND 6

7 g. Page 6 is a General Certification appearing to be attached to the previous page, however,
8 Page 5 of this set of documents references a Gwen Hillman and Gwen Hillman clearly is not the
9 signature on the Certification. Additionally, there is no Page number on the Certificate of Evidence
10 of Appointment that actually links it to the next page, the General Certification of a Cecil Loran
11 Lee.
12

13 h. Further, the fax footer shows that Page 5 is Page 13 of the fax, where page 4 is Faxed page
14 5 and page 6 is fax page 7; so there is inconsistency in the overall document regarding the first six
15 pages.
16

17 i. There is no way to know based on the fax copy and limited handwriting if the same person
18 wrote the '8' on pages 5 and 6. There's no real evidence these pages go together outside the order
19 they were stapled together in the Certified Copy.

20 PAGE 8.

21 j. Page 8 does have an additional numeral '2' added to the original numeral 8 to make '28.'

22 a. The Please see EXHIBIT 3 for levels of expressing opinions.

23
24 6. **Opinion:** EXHIBIT B, The ARTICLES OF INCORPORATION, CORPORATION SOLE
25 FOR ECCLESIASTICAL PURPOSES for the Corporation Sole of THE OFFICE OF THE
26 OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR
27 ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS filed with the State of Hawaii
28

1 Department of Commerce and Consumer Affairs contains page(s) that are not authentic in nature
2 but have been duplicated, transferred and altered. Further, the lack of proper page numbering and
3 consistency within the page number makes the document suspicious.

4 **7. Declaration:**

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct and that this declaration was executed on the 12th day of June, 2015,
7 in Sherman Oaks, California.
8

9 
10 BETH CHRISMAN
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28

1 ACKNOWLEDGMENT

2 A notary public or other officer completing this certificate verifies only the identity of the
3 individual who signed the document to which this certificate is attached, and not the truthfulness,
4 accuracy, or validity of that document.

5
6 State of California

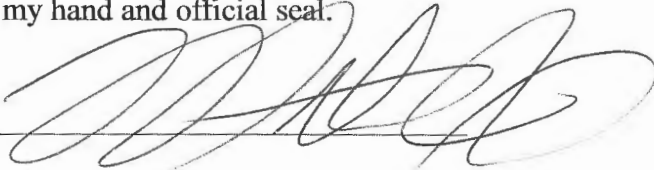
7 County of Los Angeles
8

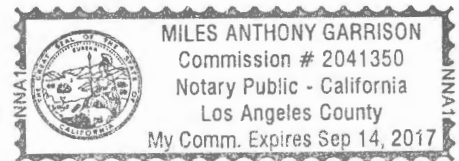
9 On June 30, 2015 before me, Miles Anthony Garrison, Notary Public personally appeared Beth Chrisman,
10 who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed
11 to the within instrument and acknowledged to me that she executed the same in her authorized
12 capacity, and that by her signature on the instrument the person, or the entity upon behalf of which
13 the person acted, executed the instrument.
14

15 I certify under PENALTY OF PERJURY under the laws of the State of California that the
16 foregoing paragraph is true and correct.
17
18

19 WITNESS my hand and official seal.

20
21 Signature







STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richard Street
PO Box 40, Honolulu, HI 96810

**ARTICLES OF INCORPORATION
CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES**
(Section 419, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned desires to form a Corporation Sole for Ecclesiastical purposes under the laws of the State of Hawaii and does certify as follows:

Article I

The name of the Corporation Sole is:

**THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS
SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF BELIEVERS**

Article II

Cecil Loran Lee of 13-811 Malama Street, Pahoa, HI 96778, duly authorized by the rules and regulations of the church **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia, hereby forms **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and is the initial holder the office of Overseer hereunder.

Article III

The principal office of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS** is 13-811 Malama Street Pahoa, HI 96778. The Island of Hawaii is the boundary of the district subject to the ecclesiastical jurisdiction of the Overseer.

Article IV

The period of duration of the corporate sole is perpetual.

05/29/200920052

Article V

The manner in which any vacancy occurring in the incumbency of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, is required by the discipline of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, to be filled, through an appointment of Jason Hester of Pahoa, Hawaii as designated successor, and if said designated successor is unable or unwilling to serve, then through an appointment by the support and blessings by a formal "Popular Assembly" of clerical staff and the general membership of **REVITALIZE, A GOSPEL OF BELIEVERS**, as to the named designated successor. The corporate sole shall have continuity of existence, notwithstanding vacancies in the incumbency thereof, and during the period of any vacancy, have the same capacity to receive and take gifts, bequests, devise or conveyance of property as though there were no vacancy.

Article VI

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS shall have all the powers set forth in HRS c. 419-3 and 414D-52 including the power to contract in the same manner and to the same extent as any man, male or female, and may sue and be sued, and may defend in all courts and places, in all matters and proceedings whatsoever, and shall have the authority to appoint attorneys in fact. It has in any venue and jurisdiction authority to borrow money, give promissory notes therefore, to deal in every way in prime notes, noble metals, planchets, commercial liens, stamps, mortgages, all manner of banking, and to secure the payment of same by mortgage or other lien upon property, real and person, enter into insurance and assurance agreements, own life insurance policies, and purchase and sell contracts and other commercial instruments. It shall have the authority to buy, sell, lease, and mortgage and in every way deal in real, personal and mixed property in the same manner as a "natural person" or covenant child of God. It may appoint legal counsel, licenses and/or unlicensed, but any professional or nonprofessional account services, legal or other counsel employed shall be utilized in a capacity never greater than subordinate co-counsel in any and all litigious matters whether private, corporate, local, national or international, in order to protect the right of the corporation sole to address all courts, hearings, assemblies, etc., as superior co-counsel.

05/29/200920052

Article VII

The presiding Overseer of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** can be removed by a 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia, duly called for that purpose, provided that a successor Overseer is selected at that meeting.

The presiding Overseer may not amend or alter this Article VII without the 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS** duly called for that purpose.

Article VIII

The presiding Overseer, after prayers and counsel from The Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, may at any time amend these Articles, change the name, the term of existence, the boundaries of the district subject to its jurisdiction, its place of office, the manner of filling vacancies, its powers, or any provision of the Articles for regulation and affairs of the corporation and may by Amendment to these Articles, make provision for any act authorized for a corporate sole under HRS c. 419. Such Amendment shall be effective upon recordation with the State of Hawaii.

Article IX

The purpose of this corporation sole is to do those things which serve to promote Celestial values, the principles of Love, Harmony, Truth and Justice, the love of our brothers and sisters as ourselves, the comfort, happiness and improvement of Man and Woman, with special emphasis upon home church studies, research and education of those rights secured by God for all mankind and of the laws and principles of God for the benefit of the Members of the Assembly and the Community at large. This corporate sole is not organized for profit.

Article X

All property held by the above named corporation sole as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS**, shall be held for the use, purpose, and benefit of **REVITLIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia.

05/29/200920052

I certify upon the penalties of perjury pursuant to Section 419 of the Hawaii Revised Statutes that I have read the above statements and that the same are true and correct.

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

05/29/200920052

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii

County of Hawaii

)
Signed and Sealed
)

FILED 05/28/2009 05:41 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

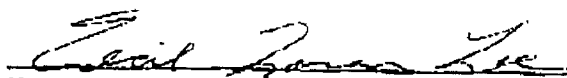
Gwen Hillman, Scribe, on the 8th day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

Cecil Loran Lee is the duly appointed, qualified OVERSEER of THE OFFICE OF OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, by virtue of Spiritually and Divinely inspired appointment and he is, and has been, sustained as such by the general membership of said "body of believers" of REVITALIZE, A GOSPEL OF BELIEVERS a Hawaiian incorporated Church assembly, in the nature of Ecclesia, and THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, in a special Popular Assembly meeting on the 8 day of the fifth month in the year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine as evidenced by an official recording of such appointment signed by Gwen Hillman, Scribe of THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS.

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has herewith set his hand and seal, on this, the 8 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Affix Seal

Here.

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

STATEMENT OF INCUMBENCY

**THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS
SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS.**

BE IT KNOWN BY THESE PRESENTS that Cecil Loran Lee of 13-811 Malama Street Pahoa, HI 96778 is the current incumbent OVERSEER for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to Cecil Loran Lee's right to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the 28 day of May in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".

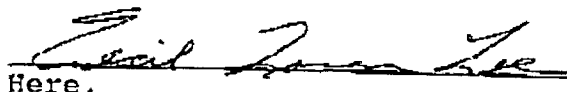
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this Statement of Incumbency hereby notifies the State of Hawaii that Cecil Loran Lee is the duly appointed incumbent OVERSEER.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Cecil Loran Lee is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia.

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 28 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Affix Seal

Here.
Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

1 IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
2 STATE OF HAWAII
3
4 PAUL J. SULLA, JR., an)
 individual, and PAUL J.)
5 SULLA, III, an)
 individual,)
6)
7 Plaintiffs,)
)
8 vs.)
)
9)
10 LEONARD G. HOROWITZ, an)
 individual; SHERRI KANE,)
11 an individual; et al.,)
)
12 Defendants,)
)
13 and)
)
14)
15 LEONARD G. HOROWITZ, an)
 individual; SHERRI KANE,)
16 an individual,)
)
17 Defendants/)
 Counterclaimants,)
18)
19 vs.)
)
20 PAUL J. SULLA, JR.;)
 PAUL J. SULLA, III;)
21 HERBERT M. RITKE, an)
 individual; et al.,)
22)
)
23 Counterclaim)
 Defendants/Third-)
24 Party Defendants.)
)

Exhibit 12. Partial Transcript of Proceedings Held on January 4, 2013 in Civ. No. 12-1-417, Pursuant PAUL J. SULLA, JR.'s Testimony Re: Ayahuasca Church Affiliation and Advocacy for JASON HESTER.

PARTIAL TRANSCRIPT OF PROCEEDINGS

before the Honorable Elizabeth Strance, Judge,
Fourth Division, presiding, on January 4, 2013.

1. GOOGLE, INC.'S MOTION TO STRIKE SEPTEMBER 7,
2012 ADDENDUM TO DEFENDANTS' SUPPLEMENTAL ANSWER
CONTAINING COUNTERCLAIM AND TO QUASH SEPTEMBER 7,
2012 SUMMONS AS TO GOOGLE, INC.

2. MOTION TO DISMISS COMPLAINT FOR FRAUD UPON THE
COURT AND FOR FAILURE TO JOIN INDISPENSABLE PARTIES

3. PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

4. MOTION TO JOIN THIRD-PARTY DEFENDANTS

5. MOTION TO ARREST PAUL SULLA, JR., AND JASON
HESTER, UNDER RULE 64(B) FOR FRAUD UPON THREE COURTS
AND MULTIPLE VIOLATIONS OF STATE AND FEDERAL
STATUTES

6. CHIEF DISCIPLINARY COUNSEL JANET HUNT'S MOTION
TO DISMISS WITH PREJUDICE OR, IN THE ALTERNATIVE,
FOR SUMMARY JUDGMENT

7. MOTION TO STRIKE APPELLANT HOROWITZ'S OPPOSITION
TO PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION AND
PROPOSED RULE 64 ARREST ORDER FOR FRAUD UPON THE
COURT

8. THIRD-PARTY DEFENDANTS GARY VICTOR DUBIN,
BENJAMIN R. BROWER, AND DUBIN LAW OFFICES'
SUBSTANTIVE JOINDER IN: 1, THIRD-PARTY DEFENDANT
COUNTY OF HAWAII, STATE OF HAWAII'S FIRST AMENDED
MOTION TO DISMISS, FILED OCTOBER 11, 2012; 2, THIRD-
PARTY DEFENDANT STEWART TITLE GUARANTY COMPANY'S
MOTION TO DISMISS OR, IN THE ALTERNATIVE, TO STRIKE,
FILED DECEMBER 3, 2012; AND 3, GOOGLE, INC.'S MOTION
TO STRIKE, FILED OCTOBER 10, 2012

REPORTED BY:

JULIE SORENSON, CSR 148
Official Court Reporter
State of Hawaii

1 APPEARANCES:

2

3

For the Plaintiffs:

PAUL J. SULLA, JR., ESQ.
Post Office Box 5258
Hilo, HI 96720

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For the Defendants
Leonard G. Horowitz
and Sherri Kane:LEONARD G. HOROWITZ
SHERRI KANE
Pro se

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For the Third-Party
Defendants Dubin Law
Offices, Gary Victor
Dubin, and Benjamin R.
Brower:FREDERICK ARENSMEYER, ESQ.
Dubin Law Offices
3100 Harbor Court
55 Merchant Street
Honolulu, HI 96813

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For Janet S. Hunt,
Chief Disciplinary
Counsel:ROBYN B. CHUN, ESQ.
Deputy Attorney General
425 Queen Street
Honolulu, HI 96813

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(Reporter's Note: For the proceedings reflected in
this partial transcript, attorneys Arensmeyer, Chun,
and Lee were not present.)

I N D E X

DEFENDANTS' WITNESS PAGE

Paul J. Sulla, Jr., Esq.

Direct Examination by Mr. Horowitz 5

DEFENDANTS' EXHIBITS IN EVIDENCE PAGE

Exhibit A 22, 24

Exhibit B 26

Exhibit C 34

Exhibits D and E 35

DEFENDANTS' EXHIBITS STRICKEN PAGE

Exhibit A 27

1 JANUARY 4, 2013 - PARTIAL TRANSCRIPT

2 (The prior proceedings were reported
3 but were not transcribed herein.)

4 --oOo--

5 THE COURT: Any additional witnesses?

6 MR. HOROWITZ: Yes. I'd like to call
7 Mr. Sulla, please.

8 THE COURT: Thank you.

9 Mr. Sulla, please take the witness stand.
10 Stand next to the witness box, raise your right
11 hand, prepare to take the oath to answer questions
12 asked of you.

13 PAUL J. SULLA, JR., ESQ.

14 called as a witness by and on behalf of the
15 Defendants/Counterclaimants, having been first duly
16 sworn to tell the truth, the whole truth, and
17 nothing but the truth, was examined and testified as
18 follows:

19 THE CLERK: Thank you. You may be seated.

20 DIRECT EXAMINATION

21 BY MR. HOROWITZ:

22 Q. Mr. Sulla, have you ever -- first of all,
23 you know of Hawaii Rules of Professional Conduct
24 that prohibits an attorney to testify and litigate
25 as an attorney-litigator or defender?

1 A. The way you phrase it, I don't know of
2 any.

3 Q. Okay. But is there a rule in a -- Hawaii
4 Rules of Civil Procedure that would prohibit you, if
5 you were required to testify in a proceeding, to
6 defend yourself or a client in the same proceeding?

7 A. Would be no rule against me representing
8 myself pro se, as there is no rule against you
9 representing yourself pro se.

10 As far as representing a client, if I was
11 going to be a material witness in the case and would
12 be called as a witness by the other side, or what-
13 ever, then I would have -- probably be grounds for
14 me to be disqualified; but there would be inquiry
15 as to what specifically I'd be testifying to and
16 whether it was material or not.

17 Q. Are you here advancing the case as an
18 advocate for your son? Is he a client?

19 A. No, my son's not a client. He's here
20 pro se, just as I am.

21 Q. You mentioned just a couple of minutes ago
22 some questions for your son about Dr. Krippner.
23 What do you know about Dr. Krippner?

24 A. Well, he's a lovely man. I met him one
25 time, I think, on the Big Island. He believes my

1 son has a good background and a good grasp of the
2 subject matter that he studied in his early years,
3 when he was a teenager, and has encouraged him to go
4 further with that.

5 Q. Mr. Sulla, do you run a church or have
6 anything to do with a Church of Ayahuasca?

7 A. Nothing with ayahuasca, no, not by that
8 name.

9 Q. Do you have anything to do with a church?

10 A. I have to do with several churches. I
11 have -- all through my career I've been involved
12 with churches. One church was the Church of
13 Samari- -- Samaritan of Many Affections, called
14 SOMA, back in the days when I was in Cambridge,
15 Massachusetts. I've assisted many --

16 Q. Anything locally?

17 A. -- I'm an ecclesiastical expert, I
18 believe, in law, because I've studied a lot about
19 ecclesiastical law relative to First Amendment
20 rights and privileges.

21 Q. Do you have a local church on the
22 Big Island?

23 A. There is a local church on the Big Island
24 that I am affiliated with, yes. There's actually a
25 few. I go to the church in Church Row also, in

1 Waimea. But there is one in eye-oh (phonetic
2 spelling) -- there is one that I am involved in,
3 yeah.

4 Q. And you just said "eye-ah." Is that
5 "ayahuasca"?

6 A. No. I said "I am."

7 Q. Oh. In --

8 A. I am aware of and I am involved with --

9 Q. What's your position in the church?

10 A. I think it would be -- I do have a
11 position called "protector" in the church.

12 Q. And do you perform rituals at that church
13 with ayahuasca?

14 MR. SULLA: Your Honor, at this time I'd
15 like to assert my rights to not have to answer this
16 question under my rights under the First Amendment,
17 of the freedom of religion, because I believe that
18 this is going far afield from -- and he's trying to
19 cast aspersions on that and my beliefs.

20 THE COURT: Are any of your claims for
21 defamation involving statements that have been made
22 regarding your affiliation with churches?

23 MS. KANE: Yes.

24 MR. SULLA: Only that, I guess, he has
25 been -- alleged that I created a church for my

1 client that was fraudulent, and I would answer to
2 that issue. But there's been no other allegations
3 that I put in my complaint there about that, so --
4 irrelevance, again.

5 THE COURT: Sustained.

6 Move on, Mr. Horowitz.

7 Q. (By Mr. Horowitz) Do you recognize the
8 name of Michael Sakell?

9 A. Oh, yeah, I recognize that name.

10 Q. And how do you know Michael Sakell?

11 A. Michael Sakell is someone who called me
12 and said that he was approached by you and Ms. Kane
13 to write -- to sign an affidavit, an affidavit that
14 would have -- that you prepared and Ms. Kane here
15 prepared. And that he was looking for a job and he
16 really wanted to work there, and you had promised
17 him a job, that you promised him money, if he would
18 sign that affidavit. So he signed it, he said.

19 Later on he said to me -- he called me
20 up another time and said, "You know, that was all
21 false. I'm sorry I made that. I apologize."

22 I asked him to come in to sign an
23 affidavit to that effect, and I have not been able
24 to reach him since then. I have heard, however,
25 that he's made allegations to other friends that

1 you, at one time, were trying to put him up to
2 kill me.

3 So I don't know. Michael Sakell -- I
4 met him one time. I believe he was putting in my
5 ACCO -- water alkaline machine, and that was the
6 only time I really know him and met him.

7 You know, I don't know where he came up
8 with all these claims, but you seem to have put it
9 in your premier on your web site about something,
10 and, you know, basically it's all a lie. It looks
11 like it's just trying to incriminate me. And, as I
12 said, the witness, Mr. Suskell [sic], has -- since
13 then he's recanted on all of that to me personally.

14 Q. Mr. Sakell -- are you -- do you have any
15 idea whether Mr. Sakell knows your client,
16 Mr. Hester? Or do you have a client, Mr. Hester,
17 that --

18 A. Mr. Hester was designated to be a
19 successor to Cecil Lee, and he happens to be the
20 grandnephew of Cecil Lee. So I know him from that
21 regard.

22 I also know him in regards to the fact
23 that we had a nonjudicial foreclosure, because he
24 was assigned a note and a mortgage, and we proceeded
25 with a nonjudicial foreclosure of your home in April

1 of 2010, which you videotaped and then put a lot of
2 derogatory statements over them. But you have
3 plenty of evidence that he was standing next to me
4 as my client in that hearing.

5 After that I was fearful, once the
6 defamation started, of proceeding any further with
7 him; and I have been unable to do any work for him,
8 much to his upset that I can't help him, and I told
9 him I couldn't. So he wanted to exercise his
10 rights, as the owner of the property; and so I said,
11 "Go ahead and do it yourself." Cuz I didn't want
12 to get more smeared by you on these internet things
13 that were just growing all the time, and you put
14 posters around. So I was quite concerned for my
15 professional background, to even represent this
16 client, who needed representation.

17 It turned out he filed an eviction matter,
18 and, basically, the Dubin office came in to defend
19 against it. So I agreed to go in and argue with --
20 against Peter Stone at the motion to dismiss that
21 eviction. And the eviction was dismissed, as I told
22 Hester it would be. But we -- that's as much as
23 we've done so far.

24 He does want me, very much, to represent
25 him in an ejection action to get his house, before

1 the taxes take it and before it falls in for all the
2 violations it has. He's concerned about his invest-
3 ment and his rights, as the owner of the property
4 that you live in.

5 Q. Now, this Mr. Hester, you stated that he's
6 a grandnephew; is that right?

7 A. Yes.

8 Q. What evidence do you have for that?

9 A. I have lots of evidence of that. I've
10 talked to his mother's grandmother. I've talked to
11 the people in the family. I've got -- actually, I
12 think I have a statement somewhere on that effect,
13 if I ever had to -- needed to show it.

14 Mr. Hester can speak for himself. I mean,
15 I know the family quite well, from the time I've
16 worked with Cecil, to determine this.

17 Q. Can you define for the Court what
18 "grandnephew" means?

19 A. Yeah. It means that his grandmother was
20 sister to Cecil Lee. So Cecil was -- and his
21 grandmother were, yeah, brother and sister. So then
22 he's the grandnephew.

23 Q. Could you say that again, please?

24 A. His grandmother is the sister of Cecil
25 Lee.

1 Q. His grandmother is a sister of Cecil Lee.

2 A. Yes.

3 Q. And what would her name be?

4 A. I can't recall right now.

5 Q. That's interesting.

6 A. You know, it's nothing that you couldn't
7 find, if you asked the question in an appropriate
8 way, instead of making assumptions on the web. So,
9 you know, anytime you wanna really get a real clear
10 question [sic], ask real straight answers [sic]. I
11 can provide them.

12 Q. Well -- okay. So his grandmother is the
13 sister of Cecil Lee. There's no evidence that
14 you've brought to the Court, have you, that can
15 state that for sure?

16 A. Are you impeaching me?

17 Q. No, I'm asking you. I'm asking you. What
18 evidence is there? You've made a claim that this
19 nephew -- that this is a grandnephew. Is there a
20 difference between "grandnephew" and "nephew"?

21 A. Sure.

22 Q. What's the difference between "grand-
23 nephew" and "nephew"?

24 A. Well, if my father were, say -- say my
25 aunt, which would be my father's sister, and I was a

1 child of that aunt, then I would be the nephew, cuz
2 it would be one removed. But if it's grandparents
3 that were related, then it's one removed, so it's a
4 grandnephew. That's the difference. It's genera-
5 tional.

6 Q. Would a -- would Mr. Hester, if he was --
7 actually, did you state that Mr. Hester was the
8 nephew -- not the grandnephew, but the nephew -- of
9 Mr. Lee in your legal filings?

10 A. I don't know what you're referring to
11 there. Which legal filing? It's very difficult to
12 answer a question that vague.

13 Q. In your initial legal filings with regard
14 to the incorporation of the church that you formed
15 for Mr. --

16 A. You'd have to show it to me. I don't know
17 what you're talking about.

18 Q. We'll see if we can find that for you,
19 Mr. Sulla.

20 So if we were to show you a document that
21 showed that you had stated that Mr. Hester is
22 Lee's -- Mr. Lee's nephew, in the formation of the
23 church and in the transfer of the mortgage from
24 Mr. Lee to a church and then to Mr. Hester, and it
25 didn't state that this was a grandnephew, is that an

1 omission under the law? Fraudulent?

2 A. Well, you're asking me to determine if
3 something is fraudulent. I don't know if I'm
4 capable of answering that.

5 But I would say that, in my opinion, it's
6 not fraudulent, inasmuch as it made -- if it
7 occurred at all, which I don't think it did. But
8 if it did, it could have been an omission, could
9 have been error. But it's a very minor issue, and
10 it's certainly not material to the -- give you
11 grounds to be able to write on the internet and say
12 I'm a fraud and I commit crimes and all that other
13 stuff. I don't know how it's connected to the
14 matter before us here.

15 If I made a mistake and said he was a
16 nephew as opposed to grandnephew, it's very, very
17 minor, and it could be corrected. And we would have
18 corrected it, if it ever was asked properly of us.

19 Q. Well, it has to do, relevance-wise, to
20 the estate itself. As Mr. Lee was dying, he would
21 have -- under the law, he would have left it to,
22 legally, a sister or a spouse or a brother.

23 A. Well, that's not necessarily true,
24 legally, that he would do that. They are his heirs.
25 But you can choose not to leave it to your heirs.

1 And, in fact, in this case he was very specific. He
2 had a couple -- he had left it to another friend
3 first. And then he said, "Nah, I don't know about
4 that person. I think Jason's good." I said, "Who
5 is Jason?" He says, "He's my nephew."

6 So, okay. Well, I mean -- you know, I
7 didn't meet him. I didn't know who he was. But he
8 said, "That's who I want. The guy lives in Puna.
9 He needs a good start. He's a good fellow, he's
10 spiritual, and he would follow along with the church
11 that I would like him to."

12 So Lee already had his church. I didn't
13 form the church. Lee already had his church, which
14 was called Revitalize, The Gospel of Believers. I
15 believe Mr. Lee was a Mormon. But he had his
16 church, he had his nonprofit organization.

17 So his successor then was his choice, and
18 who would follow that church and who would follow
19 his purposes. He wasn't giving it to the son as a
20 bequest. It was basically in this context of over-
21 seer of the church.

22 Q. You said that he had a church beforehand
23 and he was a Mormon. When did he start that church?

24 A. I don't know exactly. I mean, we could
25 look it up. I mean, it was before he met me. He

1 had a nonprofit corporation going back eight or ten
2 years, probably as long as you're a nonprofit
3 corporation, the Bloodline of David.

4 Q. Mr. Sulla, I know that you're familiar
5 with this. This is from the State of Hawaii,
6 Department of Commerce and Consumer Affairs, and
7 it's articles of incorporation of the church. I'd
8 like to enter it as evidence.

9 A. I'd like to look at it before you talk
10 about entering anything.

11 MR. SULLA: Putting another hat on: I
12 object to this as far as relevance, and I'm not
13 gonna provide a foundation without questions
14 presented to me for it.

15 THE COURT: Sustained. Foundation.

16 MR. HOROWITZ: The foundation is with
17 regard to Mr. -- the legitimacy of Mr. Hester being
18 the overseer of a church that suddenly got a mort-
19 gage that I had made and paid from -- with Mr. Lee.

20 THE COURT: So what does this document
21 have to do with that?

22 MR. HOROWITZ: Because this document is --
23 there is a law that states that the next of kin or
24 the closest second -- like a close kin would be
25 named nephew. There's no -- from my reading of the

1 law, there's no grandnephew cited, and, frankly,
2 Mr. Sulla hasn't provided any indication that
3 Mr. Hester is a legitimate heir to the estate by
4 which --

5 THE COURT: Well, you haven't established
6 that Mr. Lee died before that transfer was made or
7 that this document has anything to do with intestacy
8 or violation of the intestacy statute. So without a
9 foundation being laid for this document's relevance,
10 the Court is going to sustain the objection.

11 Q. (By Mr. Horowitz) Mr. Sulla, you
12 mentioned that Mr. Lee was a Mormon. And, again,
13 you have advanced a church --

14 MR. HOROWITZ: Actually, your Honor, I'm
15 uncomfortable with this. I need to really have my
16 records in order, be able to advance logically a
17 case. So I wonder if I could take a ten-minute
18 recess to see if I can get my documents in order.

19 THE COURT: We're going to conclude this
20 hearing at 4 o'clock.

21 And, Mr. Sulla, are you going to be
22 calling any witnesses?

23 MR. SULLA: Yes, your Honor. I am going
24 to call a witness to lay the foundation for the web
25 page.

1 THE COURT: Okay. So how much time will
2 you need for that witness?

3 MR. SULLA: Ten or fifteen minutes.

4 I don't know if I'm gonna testify also,
5 your Honor, in terms of --

6 THE COURT: Well, you tell me how much --
7 all right. I'm gonna give you a half an hour.

8 So, Mr. Horowitz, you can use whatever
9 time you want, but you need to finish your case by
10 3:30.

11 MR. HOROWITZ: Well, your Honor, I better
12 skip this then.

13 THE COURT: Okay.

14 MR. HOROWITZ: Thank you.

15 Q. (By Mr. Horowitz) One of your allega-
16 tions, Mr. Sulla, deals with foreclosure fraud; is
17 that correct? You're claiming that defamation was
18 done about -- done to you with regard to foreclosure
19 fraud; is that right?

20 A. The allegation is that you claim that I
21 committed foreclosure fraud, you've also -- padded
22 bills forever and I've double-dealt in foreclosures.
23 This is in my profession. And you've made that
24 statement without any substantiation whatsoever and
25 without any truth.

1 Q. Well, actually, the substantiation is
2 published on the internet and it's basically in the
3 filings.

4 But let me ask you: Do you recognize this
5 document that was also in the filings? It's the
6 amended final judgment from the Ibarra court. Do
7 you recognize this?

8 A. This looks like excerpts. It's marked up.
9 You've got some markings on here --

10 Q. I do have some markings.

11 A. -- and boxes around it. I think this is
12 a -- this was the first amended final judgment of
13 the court, which was later subsequently amended.

14 Q. Is that okay to admit to the court? A
15 copy of --

16 A. This is part of, I guess, the court's
17 public record, in terms of it's a final judgment in
18 a case --

19 Q. Thank you.

20 A. -- that is --

21 Q. That's good.

22 MR. HOROWITZ: So, your Honor, I'd like to
23 admit --

24 MR. SULLA: I'm objecting to it, your
25 Honor. I don't see any relevance of that final

1 judgment having to do with the defamation --

2 MR. HOROWITZ: It's highly relevant.

3 MR. SULLA: -- of my situation.

4 THE COURT: Excuse me. One person speak
5 at a time.

6 You may respond to the objection regarding
7 relevance, Mr. Horowitz.

8 MR. HOROWITZ: Yes, your Honor. I'm
9 establishing a date. That's relevant to the date by
10 which the amended final judgment was rendered on
11 February the 25th, 2009.

12 THE COURT: So you're offering it for the
13 limited purpose of showing that there was an amended
14 final judgment filed with Judge Ibarra's court on
15 February 25, 2009?

16 MR. HOROWITZ: Yes, your Honor, and that
17 it states in there in paragraph 3 --

18 MR. SULLA: Objection, your Honor.

19 THE COURT: What basis?

20 MR. SULLA: Basically, he's testifying
21 again, your Honor.

22 THE COURT: The Court will overrule the
23 objection, allow the document to be received into
24 evidence as a public record.

25 MR. HOROWITZ: Thank you.

1 (Defendants' Exhibit, unmarked,
2 was received into evidence.)

3 Q. (By Mr. Horowitz) And paragraph 3 states
4 in here, "Persuade [sic] to the jury's verdict,
5 judgment for monetary damages is entered in favor of
6 Defendants Horowitz in the amount of 200,000 and no
7 dollars [sic] against Plaintiff Lee." Is that
8 accurate? That's what you see there?

9 A. Yes. I can explain this and go over it --

10 Q. Yes.

11 A. -- if you'd like. I mean --

12 Q. I'm just interested in the date right now,
13 Mr. Sulla.

14 A. Okay. Well, this was prior to my
15 representation of Lee.

16 Q. This was prior to your representation of
17 Lee. And that you began representing Lee on or
18 about May 21, 2009; is that accurate?

19 A. That follows February 2009, yeah.

20 Q. That's right. So about a month later, a
21 month later --

22 A. I think it's three months.

23 Q. -- you began representing Mr. Lee. March,
24 April. Okay? And then on May the 21st, did you
25 file an appeal of that \$200,000 jury award?

1 A. I filed a motion for rehearing, a
2 motion -- a motion to alter and amend judgment in
3 the -- in Judge Ibarra's court. But because of the
4 timing, I also had to file an appeal; because if he
5 denied it, my appellate rights -- my client's
6 appellate rights would have been lost. So I did a
7 joint filing.

8 And Judge Ibarra denied the motion in some
9 form. So it went to the appellate court, and the
10 appellate court --

11 Q. Right. That's --

12 A. -- decided that -- that the --

13 Q. That's fine.

14 A. -- judgment was not appealable because it
15 was not in proper form, and sent it back --

16 Q. That's fine.

17 A. -- to Judge Ibarra --

18 Q. That's fine. It's -- that's irrelevant
19 for my needs at this time.

20 The point being that you filed your
21 appeal, according to the court record, on May
22 the 21st, 2009, and that -- I wonder if you could
23 just read this filing that you filed to create the
24 corporation to the court, what date you filed for
25 the creation of the church. Could you please just

1 read that, Mr. Sulla?

2 A. I don't believe there's something properly
3 before me, so I don't have to read anything.

4 MR. HOROWITZ: Your Honor --

5 THE COURT: I've admitted it into evidence.

6 MR. SULLA: You did admit it? Oh, I'm
7 sorry. All right.

8 A. In that case, yes, it was filed on May 28,
9 2009, and --

10 Q. (By Mr. Horowitz) May 28th. Thank you.
11 May 28, 2009 --

12 A. Well, no. That -- which one are you
13 showing me here? You're showing --

14 MR. SULLA: This was not allowed into the
15 record, your Honor. He's talking about something
16 else. This is --

17 MR. HOROWITZ: This is the same thing,
18 your Honor, the --

19 MR. SULLA: This is the corporate
20 filing --

21 THE COURT: Excuse me. One person speak
22 at a time.

23 I've admitted Judge Ibarra's May 25, 2009
24 judgment. That will be designated as Defense
25 Exhibit A. That is the only exhibit that's been

1 admitted into evidence and which you can show and
2 have the witness testify from.

3 MR. HOROWITZ: All right. I'd like to --

4 MR. SULLA: I believe the --

5 MR. HOROWITZ: I'd like to --

6 MR. SULLA: I think the date was February.

7 MR. HOROWITZ: -- admit this --

8 THE COURT: I'm sorry. February 25, 2009.

9 MR. HOROWITZ: Your Honor, this is a very
10 relevant document. I'd like to admit it as evidence.
11 This is from the State of Hawaii, Department of
12 Commerce and Consumer Affairs, saying articles of
13 incorporation on the church that Mr. Sulla created
14 on May the 28th, 2009.

15 MR. SULLA: Your Honor, I'm going to --
16 I'm not gonna object, you know, because I think
17 we -- this is a big issue that -- it's an allegation
18 of fraud here of me and what I did, and he's using
19 this paper to be that. So I'm not gonna skirt this
20 issue. I'll address this, your Honor.

21 THE COURT: Okay. So the DCCA articles of
22 incorporation, dated --

23 MR. SULLA: May 28, 2009.

24 THE COURT: -- is received as Exhibit B.

25 MR. HOROWITZ: Thank you.

1 (Defendants' Exhibit B
2 was received in evidence.)

3 MR. SULLA: And to answer -- well, I'm
4 doing that --

5 THE COURT: Excuse me.

6 MR. SULLA: -- with the purpose of being
7 able --

8 THE COURT: I'm sorry. Excuse me.
9 There's not a question right now before you.

10 Mr. Horowitz, please re-ask or ask a
11 question; and, Mr. Sulla, answer the question that's
12 asked.

13 So that we're clear, I'm going to direct,
14 Mr. Horowitz, for you to provide Exhibits A and B to
15 the clerk so that they are marked and received into
16 evidence.

17 MR. HOROWITZ: I think that this was the
18 B. That was B. And --

19 THE COURT: Exhibit B is the DCCA articles
20 of incorporation. Exhibit A is the February 25,
21 2009 judgment.

22 MR. HOROWITZ: Yeah. Did you get the
23 first one?

24 THE COURT: So we have --

25 MR. HOROWITZ: Do you have the first one?

1 THE COURT: My clerk has not been provided
2 with Exhibit A.

3 MR. HOROWITZ: Sherri, that's the amended
4 final judgment.

5 We'll get that, your Honor.

6 THE COURT: No, we're going to -- because
7 I admitted a document, and now I see Ms. Kane flip-
8 ping through a whole bunch of pages of documents.
9 It was a document that was reviewed with Mr. Sulla.
10 That's the document that was admitted.

11 MR. HOROWITZ: It's here, your Honor, I'm
12 sure.

13 THE COURT: Well, you're looking at a
14 stack of papers that you weren't in front of when
15 the exhibit was admitted.

16 The Court then strikes Exhibit A, as it
17 wasn't presented to the Court, and now there are
18 questions regarding the integrity of the admission
19 of that exhibit. So Exhibit A is stricken.

20 (Defendants Exhibit A was stricken.)

21 MS. KANE: Here. Is that it?

22 MR. HOROWITZ: This is the final judgment.

23 MS. KANE: That's what I gave you.

24 MR. HOROWITZ: At any rate, I'm gonna have
25 to move forward.

1 Q. (By Mr. Horowitz) So that -- the document
2 that you had admitted now is an incorporation of
3 May the 21st, 2009, and the . . .

4 MR. HOROWITZ: Your Honor, may I see that
5 document?

6 THE COURT: I'm handing Exhibit B to you.

7 MR. HOROWITZ: This is B. We'll get A for
8 you.

9 THE COURT: Well, Exhibit A has been
10 stricken. So if you want to have it readmitted,
11 you'll have to re-present it.

12 MR. HOROWITZ: Okay. We need to
13 re-present, Sherri.

14 MS. KANE: Here it is.

15 MR. HOROWITZ: Okay. I'd like to
16 re-present this, your Honor. This is that -- the
17 amended final judgment.

18 THE COURT: Please show Mr. Sulla.

19 MR. SULLA: There was other things
20 attached to this thing.

21 Your Honor, the only problem I have is
22 this -- all this writing, extraneous writing, that's
23 added to it, that makes it --

24 THE COURT: Let me see it.

25 MR. SULLA: -- sort of prejudicial.

1 Q. (By Mr. Horowitz) Mr. Sulla --

2 THE COURT: Excuse me.

3 Before the Court will admit the document,
4 anything that's not part of the original filing
5 needs to be described for the record so that the
6 Court -- if it receives the amended final judgment,
7 it's clear on the record what text is part of the
8 final judgment and which is not.

9 Mr. Horowitz.

10 MR. HOROWITZ: Thank you. And I'd like to
11 submit to the Court the assignment of mortgage --

12 THE COURT: Well, Mr. Horowitz, are you
13 going to try to admit Exhibit A or not?

14 MR. HOROWITZ: Oh, yes.

15 MS. KANE: Take care of A first.

16 MR. HOROWITZ: Yes, yes. Please. I --

17 THE COURT: What is -- for the record,
18 what is part of the original --

19 MR. HOROWITZ: Oh. For the record, every-
20 thing is part of the original, except what I've
21 written in the boxes here, I've highlighted in
22 yellow for the Court's approval. There's two boxes
23 where I've made explanations.

24 THE COURT: Well, the Court's not going
25 to receive the explanations, because you're not

1 testifying.

2 But the Court, subject to argument by
3 Mr. Sulla, may be willing to accept the exhibit,
4 with the understanding of what's not part of it, and
5 then that is extraneous and will not be considered
6 by the Court.

7 MR. HOROWITZ: Agreed.

8 THE COURT: Mr. Sulla?

9 MR. SULLA: Can I see the document and the
10 extraneous materials here?

11 Well, the boxes are just for highlighting.
12 There's one here that says not special doc for lease
13 fraud. I don't know what that's about.

14 Then there's another box saying alter- --
15 alter- -- outrageous alteration, undermine defense,
16 entire case and jury award based on fraud and
17 misrepresentation by pro se plaintiff, a convicted
18 felon, repeated forger, and an allegation that
19 indicts sitting Judge Glenn Hara, who constructed
20 the true original agreement for closing escrow,
21 altered by Lee, not Horowitz, according to
22 prima facie chain of record exhibited herein,
23 exhibits.

24 THE COURT: Let me see the document.

25 I haven't been provided with the entire

1 document. It looks like --

2 MR. SULLA: Oh. I'm sorry.

3 THE COURT: What the Court's going to do
4 is simply take judicial notice of the amended final
5 judgment.

6 This document will not be received into
7 evidence, as the Court finds that the comments
8 contained on the documents are prejudicial. But the
9 Court has taken judicial notice of it.

10 MR. HOROWITZ: Your Honor, I'd like to
11 place into evidence a Bureau of Conveyance document
12 called assignment of mortgage, with one box, which
13 is -- states forgery fraud, that I'd like to have
14 the Court consider striking. Other than that --

15 MR. SULLA: Can I see it? Thank you.

16 THE COURT: Striking or admitting?

17 MR. HOROWITZ: Well, everything except for
18 that box.

19 MR. SULLA: Your Honor, I'm objecting to
20 it for several reasons; foundation, and the purpose
21 for what it is being used for, plus the prejudicial
22 statements in there of fraud and other allegations
23 on that document.

24 THE COURT: The Court will deny admission
25 of the assignment. It's not a certified copy of a

1 document.

2 MR. HOROWITZ: Are you going to not allow,
3 also, the copies of the assignment of promissory
4 notes?

5 THE COURT: One moment.

6 What the Court's going to do, Mr. Horowitz,
7 is: I'm not going to allow you just to introduce
8 them, because they're not self-authenticating. But
9 inasmuch as at least one of them purports to have
10 been authored by this witness, if you can establish
11 his authorship, the Court will consider admission of
12 the document.

13 MR. HOROWITZ: Thank you, your Honor.

14 Q. (By Mr. Horowitz) Did you author this,
15 Mr. Sulla?

16 THE COURT: And please describe on the
17 record --

18 MR. HOROWITZ: Yes.

19 THE COURT: -- what document you're --

20 Q. (By Mr. Horowitz) Mr. Sulla, this has
21 Paul J. Sulla, Jr., Post Office Box 525 -- I'm
22 sorry.

23 THE REPORTER: First of all, we need to
24 slow down, and then we need to talk one at a time.

25 Q. (By Mr. Horowitz) This has your name and

1 address on it, Mr. Sulla.

2 THE COURT: What is "this"?

3 MR. HOROWITZ: It says assignment of
4 mortgage. Assignment of mortgage.

5 Q. (By Mr. Horowitz) And can you please, for
6 the Court, read when this assignment was made in
7 this first paragraph.

8 A. I think we're dealing with admissibility
9 right now. You're asking me to -- what are you
10 asking me about this, besides --

11 Q. Just read --

12 A. I'm not reading anything --

13 Q. -- read the --

14 A. -- until it's admitted into evidence. So
15 please tell me what you're showing me.

16 Q. I'm asking you to acknowledge that this is
17 your filing with the Bureau of Conveyances of the
18 assignment of mortgage, in your first paragraph.

19 A. This is an assignment of mortgage which
20 was produced by my office, cuz my name is on it and
21 I do recognize it. I do recognize the party. So
22 for that reason and why it's been admitted, I will
23 read it, I guess. Is that what you want me to do,
24 read the first paragraph?

25 THE COURT: Excuse me. Exhibit C,

1 assignment of mortgage, is received as Exhibit C.
2 And the clerk will take the document -- we'll hand
3 the document to the clerk for receipt. And this
4 is . . . a five-page document.

5 (Defendants' Exhibit C
6 was received in evidence.)

7 MR. HOROWITZ: Your Honor, may we please
8 do the same thing with these two assignment-of-
9 mortgage documents? I'm sorry. These assignment of
10 promissory -- I'm sorry. Correct that. These are
11 two assignment of promissory notes that are --

12 THE COURT: If you establish a foundation
13 that they're -- having been drafted by Mr. Sulla.

14 MR. HOROWITZ: Yes.

15 Q. (By Mr. Horowitz) Do you recognize that,
16 Mr. Sulla?

17 A. I recognize the content. I don't
18 recognize the form as much. But Cecil Lee is my
19 client, and I recognize that this assignment took
20 place.

21 Is there another one?

22 Q. Same one. Same time.

23 A. Two assignments. There's two promissory
24 notes, I recall. One was \$250,000, securing the
25 house.

1 Q. Three hundred fifty.

2 A. 350,000, securing the house. And this
3 one's twenty-five. So there's two assignments. The
4 mortgages were assigned.

5 MR. SULLA: I identified that as that,
6 your Honor. I can -- I don't know what -- as far as
7 what it states, I can --

8 THE COURT: Well, I want to have clear,
9 there is an assignment of promissory note in the
10 amount of \$350,000, which is received as Exhibit D;
11 and an assignment of promissory note in the amount
12 of \$25,000, dated May 15, 2009, which will be
13 received as Exhibit E.

14 (Defendants' Exhibits D and E
15 were received in evidence.)

16 MR. HOROWITZ: So may I continue, your
17 Honor?

18 THE COURT: Right. But your time is up in
19 about four minutes.

20 Q. (By Mr. Horowitz) Mr. Sulla, what is the
21 date on those assignments?

22 A. I don't have them.

23 THE COURT: The exhibits are being handed
24 back to Mr. Horowitz and to the witness, Mr. Sulla.

25 Q. (By Mr. Horowitz) Can you read for the

1 Court the date that's listed there for the assign-
2 ment?

3 A. This is the assignment of mortgage you're
4 talking about, right? Is that what you're asking
5 me?

6 Q. Mr. Sulla, I know that the time is short.
7 Could you just please read the --

8 A. Well, which document are you referring to?

9 Q. This assignment of mortgage. They're all
10 the same. This is dated -- what's the date? Can
11 you read that, please?

12 A. Well --

13 THE COURT: Which exhibit are you
14 referring to?

15 MR. HOROWITZ: All three.

16 Q. (By Mr. Horowitz) Well, this one, first,
17 is the assignment of mortgage.

18 THE COURT: What's the exhibit number?

19 MR. HOROWITZ: Exhibit No. C.

20 THE COURT: Okay.

21 Q. (By Mr. Horowitz) What's the date on
22 that, please?

23 A. 15th of May --

24 Q. 15th of May --

25 A. -- 2009, is the date. It was recorded on

1 September 8 --

2 Q. Just that one --

3 A. -- 2009.

4 THE COURT: Again, don't talk at the same
5 time. Our court reporter is unable to record two
6 people speaking at the same time.

7 MR. HOROWITZ: Sorry, your Honor.

8 Q. (By Mr. Horowitz) Could you please read
9 the date on the assignment of promissory note. This
10 states this assignment is dated --

11 A. This is the assignment of promissory note
12 for \$350,000 --

13 Q. Just the date, please, Mr. Sulla.

14 A. I'm identifying the document. Okay?

15 And the assignment says -- it's dated
16 May 15, 2009, in the text. There's no other dates.
17 It says the date first written above, so I assume it
18 was May 15th.

19 Q. And, Mr. Sulla, what is the date the --
20 please state where the assignment went. Could you
21 please read where these assignments -- mortgage was
22 made and assignments were made to what entity?

23 A. You're asking me about the assignment of
24 mortgage now?

25 Q. Yes, please.

1 A. You gave me back that, so I just wanted to
2 be clear. Okay.

3 This assignment of mortgage, dated May 15,
4 2009, by Loran Lee, also known as C. Loran Lee, an
5 unmarried individual, as assignor, for the benefit
6 of Cecil Loran Lee, overseer of the office of
7 overseer, a corporate sole and a successor over and
8 for the Popular Assembly of Revitalized, a Gospel of
9 Believers, whose address is 13-811 Malama Street,
10 Pahoa, hereinafter assignee.

11 Q. And that date of May 15th, by which the
12 assignment of the mortgage was made, as well as
13 these assignment of promissory notes, predated the
14 formation of that church, didn't it?

15 A. No.

16 Q. It didn't?

17 A. No.

18 Q. Well --

19 A. Where's the document that you had for the
20 date of that? I didn't see that.

21 Q. This is the -- I'm looking at --

22 A. You're saying it's predating --

23 Q. -- Exhibit B.

24 A. Let me see it.

25 Q. Exhibit B states the date of May the 28th,

1 2009 --

2 A. You're testifying now. Let me look at it.

3 The articles of incorporation, corporate
4 sole, ecclesiastical purposes. It's dated May 8,
5 2009. Signed by Loran Cecil Lee. Recording date
6 shows May 28, 2009, but there was explanations for
7 why the date's different. But the date on this --
8 this creation was May 8, 2009.

9 MR. HOROWITZ: So I'd like the Court to
10 make note that approximately --

11 MR. SULLA: Objection, your Honor. He's
12 testifying here.

13 THE COURT: Sustained.

14 Q. (By Mr. Horowitz) How many days after you
15 filed your appeal --

16 THE COURT: If you're referring to
17 exhibits, you can stand at the bench; otherwise, I
18 want you to go back to the podium.

19 MR. HOROWITZ: Your Honor, I suppose we're
20 out of time. If that means that we've lost every-
21 thing, you know -- I think I'd like to appeal for
22 some more time. But it's -- I --

23 THE COURT: You can go back to the podium,
24 instead of being at the witness box.

25 What do you have left to establish?

1 MR. HOROWITZ: Well, that this is a
2 violation -- the issue brought here is foreclosure
3 fraud. And the dates predate the formation of the
4 corporation by which the transfers were made,
5 specifically timely, contemporaneously, precisely to
6 when he filed his appeal. So according to the law,
7 this is a fraudulent transfer, which is illegal,
8 which essentially, according to law, therefore, we
9 did not defame Mr. Sulla. We reported the truth.

10 THE COURT: All right. The Court denies
11 your request for additional time.

12 Mr. Sulla --

13 MR. SULLA: Sorry. Sorry. Sorry.

14 THE COURT: -- please return the
15 exhibits --

16 MR. SULLA: Sorry. Sorry, your Honor.

17 THE COURT: So the record is reflecting
18 that Exhibit B, Exhibit C, and Exhibit D have been
19 returned to the --

20 MS. KANE: Your Honor --

21 THE COURT: -- and Exhibit E have been
22 returned to the Court.

23 Yes, Ms. Kane.

24 MS. KANE: I have further evidence to
25 bring to the Court.

1 THE COURT: Well, I gave you folks until
2 3:30. And if you decide not to split up the time,
3 then you decided not to split up the time.

4 MS. KANE: Well, I have the evidence to
5 prove that everything that he said is not defama-
6 tion, is the truth. We have newspaper articles. We
7 have everything to prove that it's not. That he's
8 actually been cited by the ODC --

9 THE COURT: In connection with the trans-
10 action that you're talking about?

11 MS. KANE: This has to do with what he's
12 saying that is libelous in his complaint. He's
13 saying that we libeled him. He's saying that every-
14 thing that we said about him is false.

15 I have, basically, the case files from the
16 Arthur Lee Ong case that he was involved with.

17 THE COURT: Are those certified copies of
18 pleadings?

19 MS. KANE: These are stamped by the court.

20 THE COURT: Are they certified copies?

21 MS. KANE: How -- I'm not sure.

22 THE COURT: Have original seals on them?

23 MS. KANE: No, because these are copies of
24 them.

25 MR. HOROWITZ: It states originals. It

1 says original, but it's --

2 THE COURT: It's a photocopy of what --

3 MR. HOROWITZ: Photocopy of the original.

4 THE COURT: That's inadmissible.

5 MS. KANE: Where's the newspaper article I
6 gave you?

7 MR. HOROWITZ: It's up here.

8 MS. KANE: Can I please have it?

9 MR. HOROWITZ: Yeah.

10 MS. KANE: I just want to present that to
11 the plaintiff.

12 And there's one more thing. This is an
13 article that was in the Star Advertiser -- I'm
14 sorry. This is an article that was in the Star
15 Advertiser, your Honor, and basically it talks about
16 the Art Ong case. And the article says the govern-
17 ment says Ong conspired with convicted tax protestor
18 Royal Lamar Hardy and Hawaii Island lawyer Paul
19 Sulla to evade paying taxes and stop filing
20 individual income --

21 THE COURT: What does that have to do
22 with --

23 MS. KANE: Because he's saying that we
24 called him a fraud. Not only -- Leonard wasn't able
25 to finish pleading his case today. And other people

1 are saying that he has committed fraudulent
2 activities. I have e-mails from people where --

3 THE COURT: I'm not going to admit e-mails
4 from other people. If somebody wants to complain
5 that Mr. Sulla's committed fraud, they come to
6 court, they raise their right hand, and they make
7 those allegations. Because you get an e-mail from
8 somebody is not fraud. So denied.

9 MS. KANE: Okay. So how about the
10 document from the ODC, which is titled "Order of
11 public censure"? And they talk about how --

12 THE COURT: Does it have to do with Mr. --

13 MS. KANE: Yes.

14 THE COURT: -- Sulla's --

15 MS. KANE: It has to do --

16 THE COURT: Excuse me.

17 MS. KANE: I'm sorry.

18 THE COURT: Does it have to do with his
19 involvement in the transfer of the subject
20 property?

21 MS. KANE: No, it has not to do with that,
22 but it has to do with what he's considered defama-
23 tion on the web site. He's saying that what we
24 said and what we listed is defamation and what we
25 actually cited from real legal documents is

1 defamation. You can't plead defamation if it's the
2 truth. And I'm an investigative journalist, and I
3 don't speak --

4 THE COURT: Well, you didn't testify to
5 who you were and what your ethical obligations are
6 to print the truth, so --

7 MS. KANE: I did to Mr. Sulla, Paul
8 Sulla --

9 THE COURT: You tried to testify when you
10 were asking questions. You have not taken the
11 witness stand.

12 Mr. Sulla, you may step down.

13 --oOo--

14 (The subsequent proceedings were reported
15 but were not transcribed herein.)

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CERTIFICATE

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

I, JULIE SORENSON, CSR 148, an Official Court Reporter for the Third Circuit Court, State of Hawaii, hereby certify that the foregoing comprises a full, true, and correct transcription of my stenographic notes taken in the above-entitled cause.

Dated this 22nd day of MARCH, 2013.



JULIE SORENSON, CSR #148

Affidavit

State of Missouri)
County of Jackson)

I Christopher Baker, do swear (affirm), under penalty of perjury, There is no evidence found while performing the work authorized by My client, or in the reports I was authorized to run, including comprehensive record checks of Mr. Jason Hester and Cecil Loran Lee, of Mr. Jason Hester and Cecil Loran Lee being blood related.



Sign

Christopher Baker

Print

Subscribed and sworn to (or affirmed) before me on this 26 day of September, 2013, by:

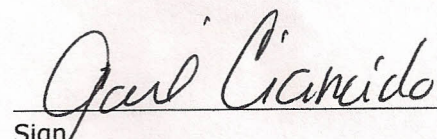
Christopher Baker

Personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

State of Missouri)

County of Jackson)

Subscribed and sworn to before me on Sept 26, 2013.



Sign

Gail Cianciolo

Print

Notary Public

My Commission Expires: 2-19-2015

Seal

GAIL CIANCIOLO
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Feb. 19, 2015
Commission # 11390879

Exhibit 13.

Important: For Legal Purposes only

Data is entered poorly, processed incorrectly and generally not free from defect. Any data supplied by this system must be independently verified.

This is NOT a CONSUMER REPORTING REPORT and does not constitute a "consumer report" under the Fair Credit Reporting Act ("FCRA"). This report may not be used to determine the eligibility for credit, insurance, employment or any other purpose regulated under the FCRA.

This system may be used only in accordance with your Subscriber Agreement, the Gramm-Leach-Bliley Act ("GLB"), the Driver's Privacy Protection Act ("DPPA") and all other applicable laws. User agrees to having knowledge of all applicable laws pertaining to the usage of data. User accepts all responsibility civilly and criminally for any use of this system.

Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

Comprehensive Report

Comprehensive Report

Reference ID: **NONE**

Subject Information

(Best Information for Subject)

Name: **JASON L HESTER** (12/01/1997 to 01/01/2013)

Date of Birth: **10/05/1976**, Born **36** years ago

SSN: **602-03-XXXX** issued in **CALIFORNIA** between **1987-1988**

Other Names Associated with Subject
JASON HESPER(01/27/2002)

Other DOBs Associated with Subject
None found

Other Possible Phones Associated with Subject:
(713) 988-3579 (CT) (LandLine) (99.9%)
(760) 200-9012 (PT) (LandLine) (99%)

Indicators

Bankruptcies: **No**
Liens: **No**
Judgments: **No**
Properties: **Yes**
Corporate Affiliations: **No**
Criminal/Traffic: **Yes**

Email Addresses Associated with Subject
None Found

Other Individuals Observed with shared SSN:
None

Potential Subject Photos (None Found)

Comprehensive Report Summary

Bankruptcies: **None found**
Possible Phones: **8 found**
Driver's License: **None found**
Address(es) found: **14 found**
Motor Vehicles Registered: **1 found**
Criminal History: **4 found**

Possible Criminal Records (4 Found)

WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject. Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.

Name: JASON LEE HESTER AKAs: JASON HESTER DOB: 10/05/1976 , Born 36 Years Ago Address: 1835 W 14TH DR, SAFFORD, AZ 85546 (GRAHAM COUNTY) Gender: M Ethnicity: WHITE Is Sex Offender: No Source Name: AZ ADMIN OFFICE OF COURTS Source State: AZ	<u>Match Indicators</u> First Name: <input checked="" type="radio"/> Exact Match Middle Name: <input checked="" type="radio"/> Middle Initial Matched (L - JASON LEE HESTER) Last Name: <input checked="" type="radio"/> Exact Match Date Of Birth: <input checked="" type="radio"/> Exact Match (10/05/1976 - 10/05/1976) Age: <input type="radio"/> Not Provided Address: <input checked="" type="radio"/> Exact Match (1835 W 14TH DR, SAFFORD, AZ 85546) Height: <input type="radio"/> Not Provided Ethnicity: <input type="radio"/> Not Provided
Crime Details - 01/22/1996 - GRAHAM, AZ	
OffenseDescription1: NO PROOF OF INSURANCE Case Number: 10035305 Crime County: GRAHAM Crime Type: TRAFFIC Category: CRIMINAL/TRAFFIC DegreeOfOffense: TRAFFIC Counts: 1	Charges Filed Date: 01/22/1996 Case Type: TRAFFIC Court: SAFFORD MUNICIPAL Disposition: PLEA GUILTY/RESP SENT IMPOSED Disposition Date: 03/04/1996

WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject.
Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.

Name: JASON LEE HESTER AKAs: JASON HESTER DOB: 10/05/1976 , Born 36 Years Ago Address: 1835 W 14TH DR, SAFFORD, AZ 85546 (GRAHAM COUNTY) Gender: M Ethnicity: WHITE Is Sex Offender: No Source Name: AZ ADMIN OFFICE OF COURTS Source State: AZ	<u>Match Indicators</u> First Name: <input checked="" type="radio"/> Exact Match Middle Name: <input checked="" type="radio"/> Middle Initial Matched (L - JASON LEE HESTER) Last Name: <input checked="" type="radio"/> Exact Match Date Of Birth: <input checked="" type="radio"/> Exact Match (10/05/1976 - 10/05/1976) Age: <input type="radio"/> Not Provided Address: <input checked="" type="radio"/> Exact Match (1835 W 14TH DR, SAFFORD, AZ 85546) Height: <input type="radio"/> Not Provided Ethnicity: <input type="radio"/> Not Provided
Crime Details - 11/05/1995 - PIMA, AZ	
OffenseDescription1: SPEED Case Number: 10315221 Crime County: PIMA Crime Type: TRAFFIC Category: CRIMINAL/TRAFFIC DegreeOfOffense: TRAFFIC Counts: 1	Charges Filed Date: 11/05/1995 Case Type: TRAFFIC Court: PIMA JUSTICE Disposition: COMPL DISMISSED BY COURT Disposition Date: 01/08/1996

WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject.
Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.

Name: JASON LEE HESTER AKAs: JASON HESTER SSN: xxxxx6558 DOB: 10/05/1976 , Born 36 Years Ago Address: PO BOX 42, NUTRIOS, AZ 85932 (APACHE COUNTY) Gender: M Ethnicity: WHITE Is Sex Offender: No Source Name: AZ ADMIN OFFICE OF COURTS Source State: AZ	<u>Match Indicators</u> First Name: <input checked="" type="radio"/> Exact Match Middle Name: <input checked="" type="radio"/> Middle Initial Matched (L - JASON LEE HESTER) Last Name: <input checked="" type="radio"/> Exact Match Date Of Birth: <input checked="" type="radio"/> Exact Match (10/05/1976 - 10/05/1976) Age: <input type="radio"/> Not Provided Address: <input checked="" type="radio"/> Exact Match (PO BOX 42, NUTRIOS, AZ 85932) Height: <input type="radio"/> Not Provided Ethnicity: <input type="radio"/> Not Provided
Crime Details - 03/09/2001 - APACHE, AZ	
OffenseDescription1: POSSESSION OF DRUG PARAPHERNALIA Case Number: 9708204	Charges Filed Date: 03/09/2001 Case Type: CRIMINAL

Crime County: APACHE Crime Type: FELONY Category: CRIMINAL/TRAFFIC DegreeOfOffense: FELONY Counts: 2	Court: ROUND VALLEY JUSTICE Disposition: COURT DISMISSAL Disposition Date: 03/09/2001
Crime Details - 03/09/2001 - APACHE, AZ	
OffenseDescription1: MARIJUANA-POSSESS/USE Case Number: 9708204 Crime County: APACHE Crime Type: MISDEMEANOR Category: CRIMINAL/TRAFFIC DegreeOfOffense: MISDEMEANOR Counts: 1	Charges Filed Date: 03/09/2001 Case Type: CRIMINAL Court: ROUND VALLEY JUSTICE Disposition: GUILTY Disposition Date: 03/09/2001

WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject.
Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.

Name: JASON LEE HESTER DOB: 10/05/1976 , Born 36 Years Ago Gender: M Is Sex Offender: No Source Name: WA ADMIN OFFICE OF COURTS(SUPERIOR COURT) Source State: WA	Match Indicators First Name: Exact Match Middle Name: Middle Initial Matched (L - JASON LEE HESTER) Last Name: Exact Match Date Of Birth: Exact Match (10/05/1976 - 10/05/1976) Age: Not Provided Address: X Not Available On Record Height: Not Provided Ethnicity: Not Provided
Crime Details - 08/09/2007 - PEND OREILLE, WA	
OffenseDescription1: CONT SUB-POSSESS NO PRESCRIPTION Case Number: PEND OREILLE071000553 County: PEND OREILLE Crime County: PEND OREILLE Status: COMPLETED/RE-COMPLETED Status Date: 12/13/2007 Crime Type: FELONY Category: CRIMINAL/TRAFFIC OffenseCode: 69.50.4013(1) DegreeOfOffense: RCW FELONY	Charges Filed Date: 08/14/2007 Case Type: RCW FELONY Court: PEND OREILLE Plea: GUILTY PLEA Disposition: GUILTY Offense Date: 08/09/2007 Disposition Date: 12/13/2007

Possible Employers (None Found)

Address Summary (14 Found)

122 FELICE CT, PALM DESERT, CA 92211-0724 (RIVERSIDE COUNTY) (09/07/2007 to 01/2013)
 PO BOX 5783, LA QUINTA, CA 92248-5783 (RIVERSIDE COUNTY) (03/2012 to 11/24/2012)
 326 W 1ST ST, SALIDA, CO 81201-1602 (CHAFFEE COUNTY) (09/2001 to 12/2007)
 PO BOX 758, PAHOA, HI 96778-0758 (HAWAII COUNTY) (12/20/2005 to 01/23/2007)
 905 D ST, SALIDA, CO 81201-2768 (CHAFFEE COUNTY) (02/17/2006 to 02/17/2006)
 PO BOX 77, FLORISSANT, CO 80816-0077 (TELLER COUNTY) (05/05/2004 to 05/05/2004)
 7391 COUNTY RD 102, GUFFEY, CO 80820-9701 (PARK COUNTY) (05/21/2003 to 05/21/2003)
 5809 HOLLY ST, HOUSTON, TX 77074-7837 (HARRIS COUNTY) (04/2003 to 04/14/2003)
 9415 BELLAIRE BLVD, HOUSTON, TX 77036-4523 (HARRIS COUNTY) (02/11/2003 to 02/11/2003)
 110 HILL ST, COLORADO SPRINGS, CO 80905-1405 (EL PASO COUNTY) (01/20/2003 to 01/20/2003)
 PO BOX 42, NUTRIOSO, AZ 85932-0042 (APACHE COUNTY) (10/22/2002 to 10/22/2002)
 409 E STANFORD AVE, GILBERT, AZ 85234-3419 (MARICOPA COUNTY) (01/27/2002 to 01/27/2002)
 74275 GOLETA AVE, PALM DESERT, CA 92260-3059 (RIVERSIDE COUNTY) (10/1997 to 06/2001)
 1835 W 14TH DR, SAFFORD, AZ 85546-4005 (GRAHAM COUNTY) (02/27/2001 to 02/27/2001)

Hester's "church" box created 5 days after Lee filed the Complaint for Foreclosure June 15, 2005.

Address Details (14 Found)

122 FELICE CT, PALM DESERT CA 92211-0724 (RIVERSIDE COUNTY) (09/07/2007 to 01/2013) [[Back to Summary](#)]
 Owners:
 ROGER DALE HESTER

LYDIA LAURA HESTER

Purchase Date: **06/09/2004**
Purchase Price: **\$410,000**
Assessed Value: **\$359,000**
Living Square Feet: **2,833**
Land Square Feet: **10,019**

PO BOX 5783, LA QUINTA CA 92248-5783 (RIVERSIDE COUNTY) (03/2012 to 11/24/2012) [[Back to Summary](#)]

326 W 1ST ST, SALIDA CO 81201-1602 (CHAFFEE COUNTY) (09/2001 to 12/2007) [[Back to Summary](#)]

1 Current Private Phone
Current Private Phone at address
(719) 539-3164(MT) - O'DELL, HUNTER

PO BOX 758, PAHOA HI 96778-0758 (HAWAII COUNTY) (12/20/2005 to 01/23/2007) [[Back to Summary](#)]

905 D ST, SALIDA CO 81201-2768 (CHAFFEE COUNTY) (02/17/2006 to 02/17/2006) [[Back to Summary](#)]

PO BOX 77, FLORISSANT CO 80816-0077 (TELLER COUNTY) (05/05/2004 to 05/05/2004) [[Back to Summary](#)]

7391 COUNTY RD 102, GUFFEY CO 80820-9701 (PARK COUNTY) (05/21/2003 to 05/21/2003) [[Back to Summary](#)]

Owners:
DANA GRIFFIN(55)
EDNAJEAN D GRIFFIN(54)
Purchase Date: **08/12/2011**
Assessed Value: **\$36,200**
Land Square Feet: **3,203,402**

5809 HOLLY ST, HOUSTON TX 77074-7837 (HARRIS COUNTY) (04/2003 to 04/14/2003) [[Back to Summary](#)]

Subdivision Name: **BRAEBURN TERRACE**
Owner:
ANTHONY F MERCURIO
Purchase Date: **12/12/2005**
Purchase Price: **\$133,000**
Assessed Value: **\$153,800**
Living Square Feet: **1,663**
Land Square Feet: **20,085**

9415 BELLAIRE BLVD, HOUSTON TX 77036-4523 (HARRIS COUNTY) (02/11/2003 to 02/11/2003) [[Back to Summary](#)]

Subdivision Name: **DUN HUANG PLAZA**
Building Name: **ROYAL SHIELD APTS**
Address contains: **20 apartments**
1 Current Commercial Phone
4 Current Private Phones
Current Private Phones at address
(713) 995-4752(CT) - DOUNG, LUU Q
(713) 772-7086(CT) - GODINEZ, CLEOTILDE
(713) 777-4546(CT) - HU, GEORGE
(713) 541-0074(CT) - HU, YU-WEN

110 HILL ST, COLORADO SPRINGS CO 80905-1405 (EL PASO COUNTY) (01/20/2003 to 01/20/2003) [[Back to Summary](#)]

Subdivision Name: **PROSPECT HEIGHTS COLORADO**
1 Current Private Phone
Current Private Phone at address
(719) 475-8118(MT) - HOFSTEDT, JANICE
Owner:
JANICE E HOFSTEDT
Purchase Date: **04/07/2010**
Purchase Price: **\$65,000**
Assessed Value: **\$5,950**
Living Square Feet: **472**
Land Square Feet: **2,200**

PO BOX 42, NUTRIOSO AZ 85932-0042 (APACHE COUNTY) (10/22/2002 to 10/22/2002) [[Back to Summary](#)]

409 E STANFORD AVE, GILBERT AZ 85234-3419 (MARICOPA COUNTY) (01/27/2002 to 01/27/2002) [[Back to Summary](#)]

Subdivision Name: **COLLEGE PARK COUNTRY ESTATES**
Owner:
SCOTT T CAIN
Purchase Date: **01/13/2004**
Purchase Price: **\$155,000**
Assessed Value: **\$13,780**
Living Square Feet: **1,771**
Land Square Feet: **14,828**

74275 GOLETA AVE, PALM DESERT CA 92260-3059 (RIVERSIDE COUNTY) (10/1997 to 06/2001) [[Back to Summary](#)]

Subdivision Name: **PALM VILLAGE GARDEN**

Owner:

MARCIE BORCHARD

Purchase Date: **02/18/2010**

Purchase Price: **\$190,000**

Assessed Value: **\$179,000**

Living Square Feet: **1,690**

Land Square Feet: **8,712**

1835 W 14TH DR, SAFFORD AZ 85546-4005 (GRAHAM COUNTY) (02/27/2001 to 02/27/2001) [[Back to Summary](#)]

Owners:

CLAYTON ROMERO

TONI D ROMERO

Purchase Date: **02/27/2012**

Assessed Value: **\$5,793**

Living Square Feet: **1,568**

Land Square Feet: **7,405**

Cities History (11 Found)

PALM DESERT, CA (RIVERSIDE COUNTY) (10/1997 to 01/2013)
LA QUINTA, CA (RIVERSIDE COUNTY) (03/2012 to 11/24/2012)
SALIDA, CO (CHAFFEE COUNTY) (09/2001 to 12/2007)
PAHOA, HI (HAWAII COUNTY) (12/20/2005 to 01/23/2007)
FLORISSANT, CO (TELLER COUNTY) (05/05/2004 to 05/05/2004)
GUFFEY, CO (PARK COUNTY) (05/21/2003 to 05/21/2003)
HOUSTON, TX (HARRIS COUNTY) (02/11/2003 to 04/14/2003)
COLORADO SPRINGS, CO (EL PASO COUNTY) (01/20/2003 to 01/20/2003)
NUTRIOSO, AZ (APACHE COUNTY) (10/22/2002 to 10/22/2002)
GILBERT, AZ (MARICOPA COUNTY) (01/27/2002 to 01/27/2002)
SAFFORD, AZ (GRAHAM COUNTY) (02/27/2001 to 02/27/2001)

Hester's "church" box created 5 days after Lee filed the Complaint for Foreclosure June 15, 2005.

Counties History (10 Found)

RIVERSIDE, CA (10/1997 to 01/2013)
CHAFFEE, CO (09/2001 to 12/2007)
HAWAII, HI (12/20/2005 to 01/23/2007)
TELLER, CO (05/05/2004 to 05/05/2004)
PARK, CO (05/21/2003 to 05/21/2003)
HARRIS, TX (02/11/2003 to 04/14/2003)
EL PASO, CO (01/20/2003 to 01/20/2003)
APACHE, AZ (10/22/2002 to 10/22/2002)
MARICOPA, AZ (01/27/2002 to 01/27/2002)
GRAHAM, AZ (02/27/2001 to 02/27/2001)

Driver's License Information (None Found)

Utilities (None Found)

Professional Affiliations (None Found)

Professional Licenses (None Found)

Bankruptcy Records (None Found)

Liens (None Found)

Judgments (None Found)

Current Property Deeds (1 Found)

Purchase Date: 04/20/2010

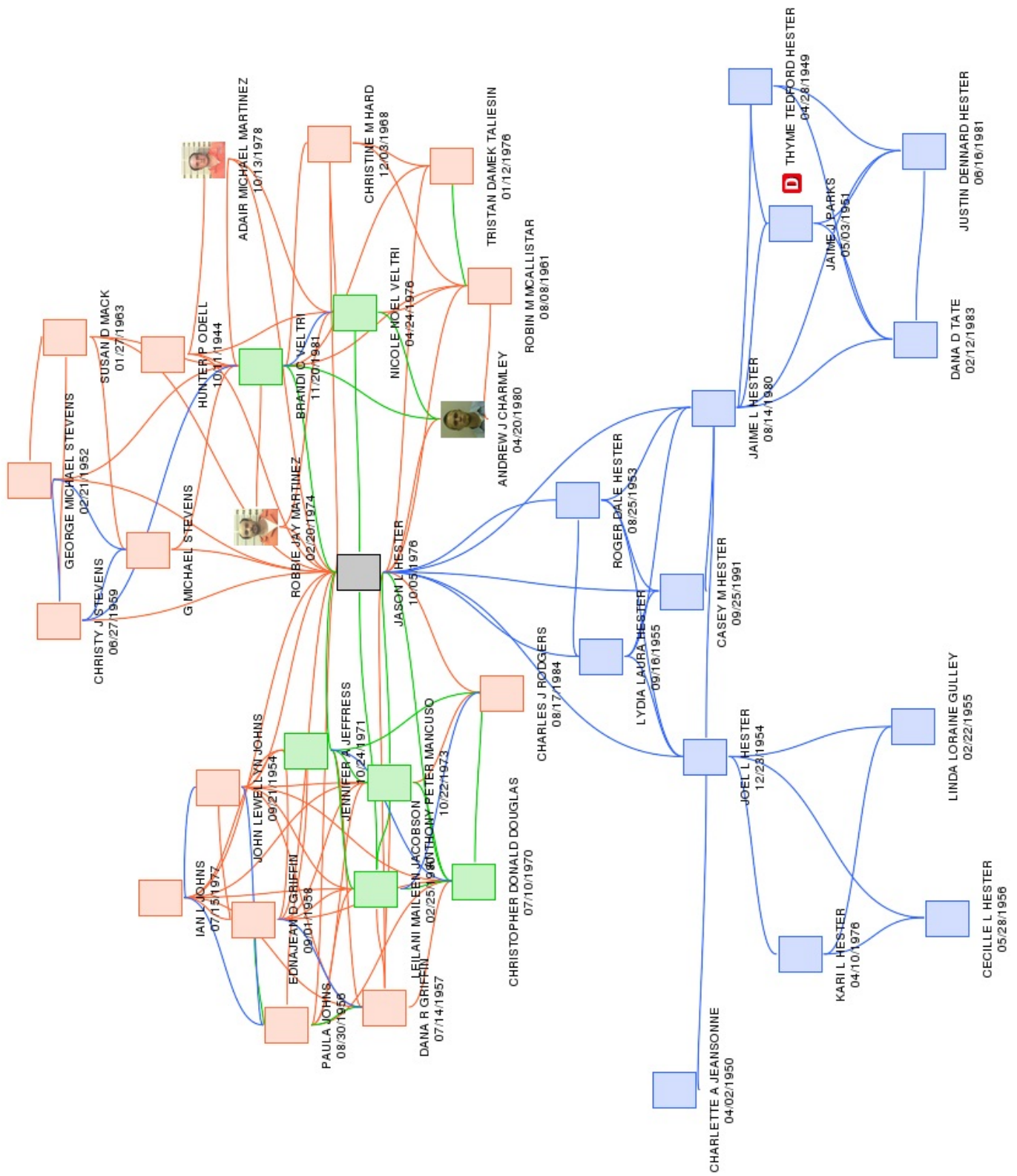
13-3775 PAHOA KALAPANA RD # 3775, PAHOA, HI 96778-7924
(HAWAII COUNTY)

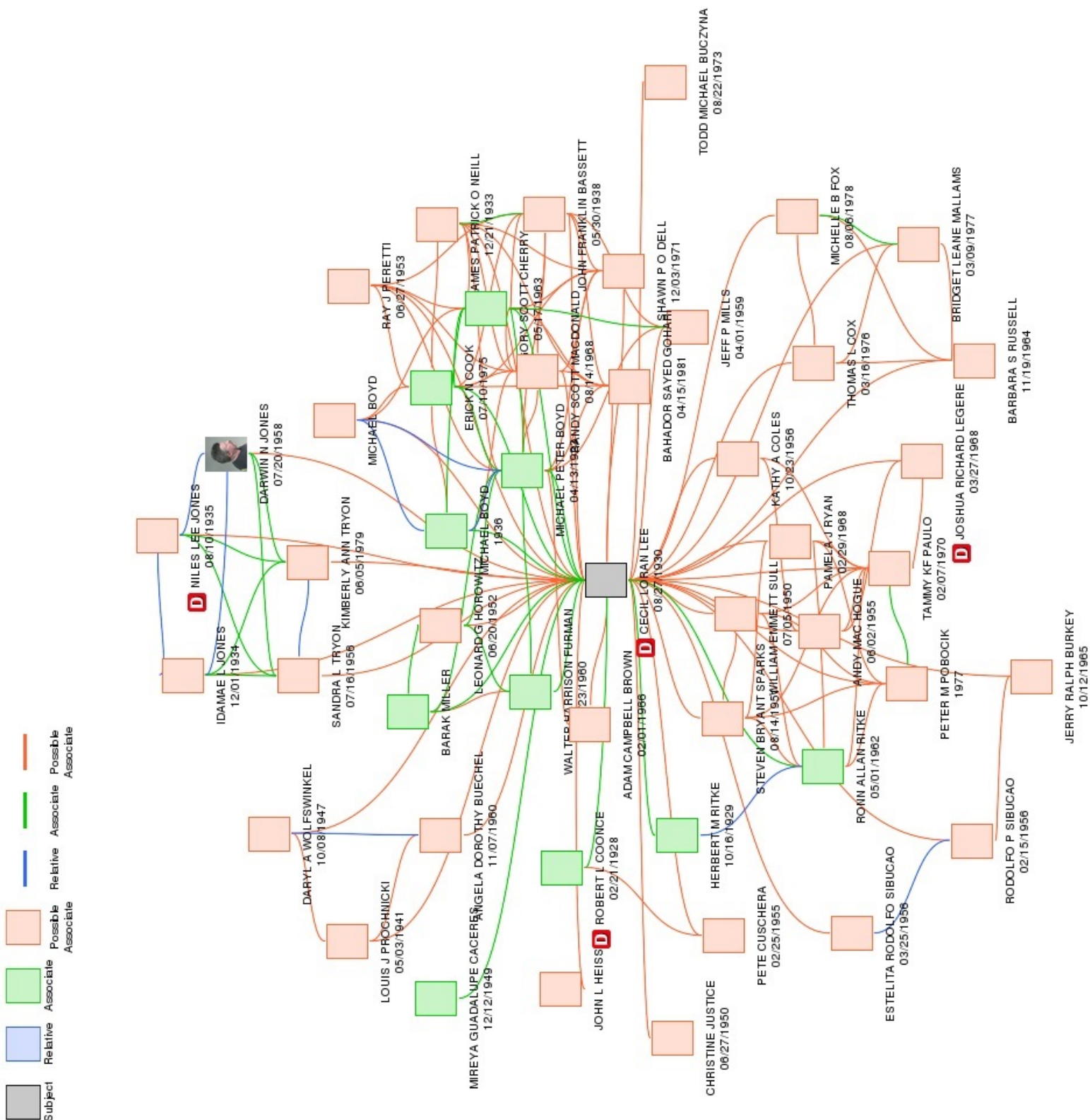
13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII

Latest Tax Roll/Assessment Information

Tax Year: **2011**

Tax Amount: **\$3,529.55**





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Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

Comprehensive Report

Comprehensive Report

Date: 04/12/2013

Reference ID: NONE

Subject Information

(Best Information for Subject)

Name: **CECIL LORAN LEE** (03/01/1985 to 01/01/2013)

Name: **LORAN CECIL LEE** (08/30/1991 to 08/30/1991)

Name: **LOREN L LEE** (06/01/1989 to 06/01/1990)

Date of Birth: **08/27/1930**, Born **82** years ago

Date of Death: **06/27/2009**, Died at **78**

Zip Code at Death: **85925**

Subject Using Deceased Individual's SSN
SAM CLARK

Date of Death: **05/1978**, Died at **51**

Subject Using Deceased Individual's SSN
SUSIE STRHARSKY

Date of Death: **12/1978**, Died at **80**

SSN: **526-36-XXXX** issued in **ARIZONA** between **1934-1951**

SSN: **526-36-XXXX** issued in **ARIZONA** between **1934-1951**

Other Individuals Observed with shared SSN:

Other Names Associated with Subject

C LORAN LEE(06/01/1991 to 06/01/2008)

Other DOBs Associated with Subject

None found

Other Possible Phones Associated with Subject:

(480) 988-3872 (MT) (LandLine) (99.9%)

(808) 965-8800 (HT) (LandLine) (99.9%)

(480) 982-4323 (MT) (24%)

(510) 865-1035 (PT) (LandLine) (16%)

Indicators

Bankruptcies: **Yes**

Liens: **No**

Judgments: **No**

Properties: **No**

Corporate Affiliations: **Yes**

Criminal/Traffic: **Yes**

Email Addresses Associated with Subject

None Found

SAM CLARK 526-36-XXXX 01/06/1927
(86)

Potential Subject Photos (None Found)

Comprehensive Report Summary

Bankruptcies: 1 found
Possible Phones: 9 found
Driver's License: None found
Address(es) found: 15 found
Motor Vehicles Registered: None found
Criminal History: 3 found

Possible Criminal Records (3 Found)

**WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject.
Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.**

Name: CECIL LORAN LEE SSN: xxxxx9418 DOB: 08/27/1930, Born 82 Years Ago Address: FLORENCE, AZ 85232 (PINAL COUNTY) Gender: M Is Sex Offender: No Source Name: AZ ADMIN OFFICE OF COURTS Source State: AZ	Match Indicators First Name: <input checked="" type="radio"/> Exact Match Middle Name: <input checked="" type="radio"/> Exact Match Last Name: <input checked="" type="radio"/> Exact Match Date Of Birth: <input checked="" type="radio"/> Exact Match (08/27/1930 - 08/27/1930) Age: <input type="radio"/> Not Provided Address: <input checked="" type="radio"/> City Matched (FLORENCE, AZ) Height: <input type="radio"/> Not Provided Ethnicity: <input type="radio"/> Not Provided
Crime Details - 11/03/2004 - PINAL, AZ	
OffenseDescription1: AGGRAVATED CRIMINAL DAMAGE-PLACE OF WORSHIP Case Number: 15996893 Crime County: PINAL Category: CRIMINAL/TRAFFIC Counts: 1	Charges Filed Date: 11/03/2004 Case Type: CRIMINAL Court: PINAL COUNTY SUPERIOR Disposition: *

**WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject.
Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.**

Name: CECIL LORAN LEE AKAs: CECIL LEE DOB: 08/27/1930, Born 82 Years Ago Address: FLORENCE, AZ 85232 (PINAL COUNTY) Gender: M Is Sex Offender: No Source Name: ARIZONA ADMIN OFFICE OF COURTS Source State: AZ	Match Indicators First Name: <input checked="" type="radio"/> Exact Match Middle Name: <input checked="" type="radio"/> Exact Match Last Name: <input checked="" type="radio"/> Exact Match Date Of Birth: <input checked="" type="radio"/> Exact Match (08/27/1930 - 08/27/1930) Age: <input type="radio"/> Not Provided Address: <input checked="" type="radio"/> City Matched (FLORENCE, AZ) Height: <input type="radio"/> Not Provided Ethnicity: <input type="radio"/> Not Provided
Crime Details - 11/03/2004 - PINAL, AZ	
OffenseDescription1: AGGRAVATED CRIMINAL DAMAGE-PLACE OF WORSHIP Case Number: S-1100-CR-200401561 Crime County: PINAL Crime Type: FELONY DegreeOfOffense: FELONY Counts: 1	Charges Filed Date: 11/03/2004 Case Type: CRIMINAL Court: PINAL COUNTY SUPERIOR

WARNING - Due to the quality of Warrant data entry - Data displayed may not pertain to your Subject.

Separate Unified Criminal Searches are highly suggested as well as independent verification of anything displayed on this system.

Name: CECIL LORAN LEE DOB: 08/27/1930 , Born 82 Years Ago Gender: M Ethnicity: WHITE Is Sex Offender: No Source Name: UT DEPT OF CORRECTIONS Source State: UT	Match Indicators First Name: Exact Match Middle Name: Exact Match Last Name: Exact Match Date Of Birth: Exact Match (08/27/1930 - 08/27/1930) Age: Not Provided Address: Not Available On Record Height: Not Provided Ethnicity: Not Provided
Crime Details - UT	
Case Number: 104200 Category: CRIMINAL/TRAFFIC	Disposition: SENTENCED

Possible Employers (None Found)

Address Summary (15 Found)

13 MALAMA PL, HILO, HI 96720-1824 (HAWAII COUNTY) (02/28/2007 to 04/10/2013)
20560 FOREST AVE APT 6, CASTRO VALLEY, CA 94546-4529 (ALAMEDA COUNTY) (01/2009 to 01/2013)
13 3775 KALAPANA HWY, PAHOA, HI 96778 (HAWAII COUNTY) (01/1994 to 11/24/2012)
PO BOX 2661, FLORENCE, AZ 85132-3050 (PINAL COUNTY) (12/2009 to 11/30/2010)
13-811 MALAMA ST, PAHOA, HI 96778-8400 (HAWAII COUNTY) (02/2006 to 12/2008)
20560 FOREST AVE SPC 6, CASTRO VALLEY, CA 94546-4529 (ALAMEDA COUNTY) (01/03/1998 to 06/2008)
915 LINCOLN AVE, ALAMEDA, CA 94501-3473 (ALAMEDA COUNTY) (02/01/1997 to 06/2007)
1630 W APACHE TRL, APACHE JUNCTION, AZ 85120-3710 (PINAL COUNTY) (10/07/2004 to 12/12/2004)
15610 TRACY ST, SAN LORENZO, CA 94580-1621 (ALAMEDA COUNTY) (12/1989 to 12/2004)
22940 E GALVESTON ST, MESA, AZ 85212-7002 (MARICOPA COUNTY) (03/01/2004 to 03/11/2004)
PO BOX 1883, PAHOA, HI 96778-1883 (HAWAII COUNTY) (12/1985 to 03/30/1999)
540 CALLAN AVE, SAN LEANDRO, CA 94577-4634 (ALAMEDA COUNTY) (11/1987 to 12/1991)
1005 W SOUTHERN AVE, MESA, AZ 85210-4905 (MARICOPA COUNTY) (06/1990)
214 S HOBSON, MESA, AZ 85204-2010 (MARICOPA COUNTY) (05/1985 to 06/1988)
22540 FOOTHILL BLVD, HAYWARD, CA 94541-4131 (ALAMEDA COUNTY) (06/1987)

Address Details (15 Found)

13 MALAMA PL, HILO HI 96720-1824 (HAWAII COUNTY) (02/28/2007 to 04/10/2013) [[Back to Summary](#)]

20560 FOREST AVE APT 6, CASTRO VALLEY CA 94546-4529 (ALAMEDA COUNTY) (01/2009 to 01/2013) [[Back to Summary](#)]

13 3775 KALAPANA HWY, PAHOA HI 96778 (HAWAII COUNTY) (01/1994 to 11/24/2012) [[Back to Summary](#)]

PO BOX 2661, FLORENCE AZ 85132-3050 (PINAL COUNTY) (12/2009 to 11/30/2010) [[Back to Summary](#)]

13-811 MALAMA ST, PAHOA HI 96778-8400 (HAWAII COUNTY) (02/2006 to 12/2008) [[Back to Summary](#)]

Owner:

HERBERT M RITKE

Purchase Date: **10/04/1985**

Purchase Price: **\$27,000**

Assessed Value: **\$282,500**

Living Square Feet: **2,787**

Land Square Feet: **87,120**

20560 FOREST AVE SPC 6, CASTRO VALLEY CA 94546-4529 (ALAMEDA COUNTY) (01/03/1998 to 06/2008) [[Back to Summary](#)]

915 LINCOLN AVE, ALAMEDA CA 94501-3473 (ALAMEDA COUNTY) (02/01/1997 to 06/2007) [[Back to Summary](#)]

Owners:

JAMES C SONG

GINNY CHEN

Purchase Date: **03/31/2008**

Purchase Price: **\$925,000**

Assessed Value: **\$780,000**

Living Square Feet: **3,029**

Land Square Feet: **3,350**

1630 W APACHE TRL, APACHE JUNCTION AZ 85120-3710 (PINAL COUNTY) (10/07/2004 to 12/12/2004) [[Back to Summary](#)]

Subdivision Name: **NEWTOWN**

Address contains: **10 units**

1 Current Commercial Phone
4 Current Private Phones

Current Commercial Phone at address

(480) 983-1738(MT) - APACHE MOUNTAIN SHADOWS TRAILER RANCH

Owners:

**JAKOB SHECHTER
MYRIAM SHECHTER**

Purchase Date: **08/1997**
Purchase Price: **\$375,000**
Assessed Value: **\$12,302**
Living Square Feet: **288**
Land Square Feet: **58,806**

15610 TRACY ST, SAN LORENZO CA 94580-1621 (ALAMEDA COUNTY) (12/1989 to 12/2004) [[Back to Summary](#)]

Subdivision Name: **SAN LORENZO**

1 Current Private Phone

Current Private Phone at address

(510) 258-0983(PT) - LIN, FENG

Owner:

ANNIE Y LIU

Purchase Date: **02/27/2006**
Purchase Price: **\$400,000**
Assessed Value: **\$280,000**
Living Square Feet: **1,358**
Land Square Feet: **3,500**

22940 E GALVESTON ST, MESA AZ 85212-7002 (MARICOPA COUNTY) (03/01/2004 to 03/11/2004) [[Back to Summary](#)]

Subdivision Name: **RANCHO APACHE**

Owner:

JONES FAMILY

Purchase Date: **04/1993**
Purchase Price: **\$29,500**
Assessed Value: **\$12,427**
Land Square Feet: **108,159**

PO BOX 1883, PAHOA HI 96778-1883 (HAWAII COUNTY) (12/1985 to 03/30/1999) [[Back to Summary](#)]

540 CALLAN AVE, SAN LEANDRO CA 94577-4634 (ALAMEDA COUNTY) (11/1987 to 12/1991) [[Back to Summary](#)]

Address contains: **54 apartments**

8 Current Private Phones

Owner:

PIERRON PROPERTIES LLC & HUDSON THOMAS H

Assessed Value: **\$1,446,002**
Living Square Feet: **43,405**
Land Square Feet: **32,500**

1005 W SOUTHERN AVE, MESA AZ 85210-4905 (MARICOPA COUNTY) (06/1990) [[Back to Summary](#)]

214 S HOBSON, MESA AZ 85204-2010 (MARICOPA COUNTY) (05/1985 to 06/1988) [[Back to Summary](#)]

Subdivision Name: **BURK**

1 Current Private Phone

Current Private Phone at address

NOT PUBLISHED - RUBIO, LEONILA

Owners:

**LEONILA RUBIO
OSCAR S RUBIO**

Purchase Date: **10/03/1995**
Purchase Price: **\$57,183**
Assessed Value: **\$3,550**
Living Square Feet: **1,254**
Land Square Feet: **6,600**

22540 FOOTHILL BLVD, HAYWARD CA 94541-4131 (ALAMEDA COUNTY) (06/1987) [[Back to Summary](#)]

Address contains: **2 units, 7 suites**

2 Current Commercial Phones

Current Commercial Phones at address

**(510) 247-1373(PT) - BALLROOM AND BEYOND DANCE CENTER
(510) 881-7665(PT) - CHALK IT UP**

Cities History (9 Found)

CASTRO VALLEY, CA (ALAMEDA COUNTY) (01/03/1998 to 01/2013)

PAHOA, HI (HAWAII COUNTY) (12/1985 to 11/24/2012)
FLORENCE, AZ (PINAL COUNTY) (12/2009 to 11/30/2010)
ALAMEDA, CA (ALAMEDA COUNTY) (02/01/1997 to 06/2007)
APACHE JUNCTION, AZ (PINAL COUNTY) (10/07/2004 to 12/12/2004)
SAN LORENZO, CA (ALAMEDA COUNTY) (12/1989 to 12/2004)
MESA, AZ (MARICOPA COUNTY) (05/1985 to 03/11/2004)
SAN LEANDRO, CA (ALAMEDA COUNTY) (11/1987 to 12/1991)
HAYWARD, CA (ALAMEDA COUNTY) (06/1987)

Counties History (4 Found)

ALAMEDA, CA (01/2013)
HAWAII, HI (12/1985 to 11/24/2012)
PINAL, AZ (10/07/2004 to 11/30/2010)
MARICOPA, AZ (05/1985 to 03/11/2004)

Driver's License Information (None Found)

Utilities (None Found)

Professional Affiliations (None Found)

Professional Licenses (None Found)

Bankruptcy Records (1 Found)

Debtor Details

Name: **CECIL LORAN LEE**
SSN: **526-36-XXXX**
Debtor Address: **13 811 MALAMA ST, PAHOA, HI 96778-8400 (Hawaii COUNTY)**

Bankruptcy Details

Chapter: **13**
Case Number: **0700175**
Filing Date: **02/23/2007**
Dismissal Date: **07/09/2007**
Closed Date: **12/19/2007**
Assets Available: **Y**
Notice Type: **DISMISSED & CLOSED**
Law Firm: **LAW OFFICE OF STUART T ING**
Attorney Name: **STUART T ING**
Attorney Address: **345 QUEEN STREET SUITE 900, HONOLULU, HI 96813 (Honolulu COUNTY)**
Attorney Phone: **(808) 778-3895**
Attorney Email: **STUARTI@LAVA.NET**
Trustee Name: **HOWARD MS HU**
Trustee Address: **1132 BISHOP STREET SUITE 301, HONOLULU, HI 96813 (Honolulu COUNTY)**
Trustee Phone: **(808) 526-3083**
Judge Name: **ROBERT J FARIS**
Court ID: **HI**
Court District: **HI - HONOLULU - MAIN**
Court Division: **1**
Court Address: **1132 BISHOP ST #250 L, HONOLULU, HI 96813 (Honolulu COUNTY)**
Court Phone: **(808) 522-8100**

Liens (None Found)

Judgments (None Found)

Current Property Deeds (None Found)

Past Property Deeds (3 Found)

Purchase Date: 11/03/2000

13-3775 PAHOA KALAPANA RD # 3775, PAHOA, HI 96778-7924

[Latest Tax Roll/Assessment Information](#)

(HAWAII COUNTY)
 13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII COUNTY)
 PAHOA, HI 96778 (HAWAII COUNTY)
 APN: 3-1-3- 1- 49
 APN Sequence Number: 001
 Subdivision Name: KAMAILI HMSTDS
 Legal Description: LOT 15-D-1 16.276 AC REM A 36140 SF
 Building Square Feet: 3,816
 Living Square Feet: 3,816
 Land Square Feet: 745,137
 Year Built: 1993

Tax Year: 2011
 Tax Amount: \$3,529.55
 Assessed Year: 2012
 Assessed Value: \$423,500
 Sale Date: 06/09/2011
 Sale Amount: \$220,000
 Document Number: 93772
 Total Value: \$423,500
 Land Value: \$15,700
 Improvement Value: \$407,800
 Bedrooms: 4
 Baths: 4

Most Current Ownership Information - 04/20/2010

Owner: JASON HESTER
 Mailing Address: 13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (Hawaii COUNTY)
 Seller: OFFICE OF OVERSEER
 Seller: PAUL J SULLA JR
 13-3775 PAHOA KALAPANA RD # 3775, PAHOA, HI 96778-7924 (HAWAII COUNTY)
 13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII COUNTY)
 Sale Date: 04/20/2010
 Sale Amount: \$220,000
 Absentee Indicator: Situs Address Taken From Sales Transaction
 - Determined Owner Occupied
 Deed Sec Cat: Resale, Residential (Modeled)
 Universal Land Use: Agricultural (Nec)
 Property Indicator: Agricultural
 Resale New Construction: Resale
 Foreclosure: REO - Nominal, Transfer Between Bank and FNMA, FHA, Etc..
 Residential Model Indicator: Property is Residential

Mortgage
 Lender: PAUL J SULLA JR AAL *OTHER INSTITUTIONAL LENDERS
 Mortgage Amount: \$50,000
 Mortgage Loan Type: Private Party Lender
 Mortgage Deed Type: Mortgage
 Mortgage Date: 06/09/2011
 Private Party Lender: Y
 Mtg Sec Cat: Private Party, Fixed, Refinance
 Refi Flag: Loan to Value is More Than 50%

Mortgage
 Lender: PAUL J SULLA JR AAL *OTHER INSTITUTIONAL LENDERS
 Mortgage Amount: \$50,000
 Mortgage Loan Type: Private Party Lender
 Mortgage Deed Type: Mortgage
 Mortgage Date: 06/09/2011
 Private Party Lender: Y
 Mtg Sec Cat: Private Party, Fixed

Mortgage
 Lender: PAUL J SULLA JR AAL *OTHER INSTITUTIONAL LENDERS
 Mortgage Amount: \$50,000
 Mortgage Loan Type: Private Party Lender
 Mortgage Deed Type: Mortgage
 Mortgage Date: 06/09/2011
 Private Party Lender: Y
 Mtg Sec Cat: Private Party, Fixed

Mortgage
 No Mortgage

Previous Ownership Information

Owner: OFFICE OF OVERSEER
 Seller: OFFICE OF OVERSEER
 13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII COUNTY)
 Owner Ownership Rights: Company/Corporation
 Business Name: OFFICE OF OVERSEER
 Sale Amount: \$175,000
 Deed Sec Cat: Interfamily Transfer, Resale, Cash Purchase
 Universal Land Use: Agricultural (NEC)
 Property Indicator: Agricultural
 Inter Family: Yes
 Resale New Construction: Resale
 Residential Model Indicator: Based On Zip Code and Value
 Property is Not Residential

Mortgage
 No Mortgage

Previous Ownership Information - 01/08/2008

Owner: RECORD OWNER
 Seller: RECORD OWNER

Mortgage
 No Mortgage

13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII COUNTY) Sale Date: 01/08/2008 Deed Sec Cat: Resale, Cash Purchase Universal Land Use: Agricultural (NEC) Property Indicator: Agricultural Resale New Construction: Resale Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	
Previous Ownership Information	
Owner: LEONARD HOROWITZ Owner: JACQUELINE L HOROWITZ Owner: DAVID OF ROYAL BLOODLINE Mailing Address: N/AVAIL Seller: CECIL L LEE 13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII COUNTY) Universal Land Use: Agricultural (NEC) Property Indicator: Agricultural Residential Model Indicator: Based On Zip Code and Value Property is Not Residential	Mortgage Information not available
Previous Ownership Information - 12/03/2004	
Owner: JASON HESTER Mailing Address: 13 PAHOA KALAPANA RD, PAHOA, HI 96778 (HAWAII COUNTY) Seller: RECORD OWNER 13-3775 PAHOA KALAPANA RD # 3775, PAHOA, HI 96778-7924 (HAWAII COUNTY) Sale Date: 12/03/2004 Sale Amount: \$2,570 Absentee Indicator: Situs From Sale (Occupied) Universal Land Use: Agricultural (Nec) Property Indicator: Agricultural Residential Model Indicator: Property is Not Residential	Mortgage Information not available
Previous Ownership Information - 12/03/2004	
Owner: POPULAR ASSEMBLY OF REVITALIZE Mailing Address: PO BOX 758, PAHOA, HI 96778-0758 (HAWAII COUNTY) Seller: RECORD OWNER 13-3775 PAHOA KALAPANA RD # 3775, PAHOA, HI 96778-7924 (HAWAII COUNTY) Business Name: POPULAR ASSEMBLY OF REVITALIZE Sale Date: 12/03/2004 Sale Amount: \$2,570 Universal Land Use: Agricultural (Nec) Property Indicator: Agricultural Residential Model Indicator: Property is Not Residential	Mortgage Information not available
Previous Ownership Information - 12/03/2004	
Owner: RECORD OWNER Seller: RECORD OWNER 13-3775 PAHOA KALAPANA RD, PAHOA, HI 96778-7924 (HAWAII COUNTY) Sale Date: 12/03/2004 Sale Amount: \$2,570 Deed Sec Cat: Resale, Cash Purchase Universal Land Use: Agricultural (NEC)	<u>Mortgage</u> No Mortgage

Important:

Data is entered poorly, processed incorrectly and generally not free from defect. Any data supplied by this system must be independently verified.

This is NOT a CONSUMER REPORTING REPORT and does not constitute a "consumer report" under the Fair Credit Reporting Act ("FCRA"). This report may not be used to determine the eligibility for credit, insurance, employment or any other purpose regulated under the FCRA.

This system may be used only in accordance with your Subscriber Agreement, the Gramm-Leach-Bliley Act ("GLB"), the Driver's Privacy Protection Act ("DPPA") and all other applicable laws. User agrees to having knowledge of all applicable laws pertaining to the usage of data. User accepts all responsibility civilly and criminally for any use of this system.

Violations of these restrictions or misuse of this system will cause your access to be terminated and will cause an immediate investigation.

Locate Report

Locate Report

Date: 04/12/2013

Reference ID: NONE

<u>Subject Information:</u> Name: JASON L HESTER Name: JASON HESPER Date of Birth: 10/05/1976 Born 36 Years Ago SSN: 602-03-XXXX , issued in CALIFORNIA in 1987-1988	Locate Report Summary Death Indicator: ALIVE Bankruptcies: None found Possible Phones: 1 found Driver's License: None found Address(es) found: 2 found Possible Criminal Records: Yes
<u>Possible Employers</u> None Found	
<u>Best Addresses to mail:</u> 122 FELICE CT, PALM DESERT, CA 92211-0724 (RIVERSIDE COUNTY) (09/07/2007 to 01/2013) PO BOX 5783, LA QUINTA, CA 92248-5783 (RIVERSIDE COUNTY) (03/2012 to 11/24/2012)	<u>Possible Email Addresses:</u> None Found
<u>Best Numbers to call for subject:</u> (760) 200-9012 (PT) Land Line (99%)	<u>Commercial Numbers found at subject's addresses:</u> None Found

Best Relatives Phone Numbers:

None Found

Best 1st Degree Relatives Phone Numbers:

JOEL L HESTER - Age: 58
(661) 424-1650 (PT) (99%)
(310) 346-6797 (PT) (83%)

LYDIA LAURA HESTER - Age: 57
(760) 200-9012 (PT) (99%)
(760) 340-1625 (PT) (99%)
(619) 340-2859 (PT) (83%)

ROGER DALE HESTER SR - Age: 59
(760) 200-9012 (PT) (99%)
(760) 340-1625 (PT) (99%)

JAIME L HESTER - Age: 32
(951) 737-5988 (PT) (100%)
(909) 737-5988 (99%)

Best 2nd Degree Relatives Phone Numbers:

JAIME J PARKS - Age: 61
(951) 737-5988 (PT) (100%)
(951) 893-1797 (PT) (99%)
(951) 268-6168 (PT) (99%)
(951) 880-8586 (PT) (99%)

LINDA LORAIN GULLEY - Age: 58
(760) 342-7138 (PT) (99%)
(760) 775-3965 (PT) (99%)

KARI L HESTER - Age: 37
(760) 567-5566 (PT) (99%)
(760) 409-6350 (PT) (83%)

CHARLETTE A JEANSONNE - Age: 63
(760) 347-6837 (PT) (99%)
(619) 347-6837 (PT) (86%)

DANA D TATE - Age: 30
(951) 737-5988 (PT) (99%)

CECILLE L HESTER - Age: 56
(928) 680-6813 (MT) (99%)

JUSTIN DENNARD HESTER - Age: 31
(951) 737-5988 (PT) (99%)
(909) 737-5988 (99%)
(951) 545-6721 (PT) (99%)
(714) 456-7890 (PT) (95%)

Best 3rd Degree Relatives Phone**Likely Associates Phone Numbers:**

BRANDI C VELTRI - Age: 31
(541) 250-1538 (PT) (98%)

JENNIFER A JEFFRESS - Age: 41
(719) 684-5717 (MT) (98%)

CHRISTOPHER DONALD DOUGLAS - Age: 42
(719) 748-0326 (MT) (99%)
(719) 258-7646 (MT) (99%)

NICOLE NOEL VELTRI - Age: 36
(719) 207-4052 (MT) (99%)
(719) 539-5985 (MT) (99%)
(719) 207-4062 (MT) (99%)
(719) 539-6944 (MT) (83%)

ANTHONY PETER MANCUSO - Age: 39
(714) 366-4335 (PT) (92%)
(714) 366-6643 (PT) (80%)

LEILANI MAILEEN JACOBSON - Age: 33
(602) 689-0077 (MT) (99%)

Possible Associates Listed Land Line Phone Numbers:

HUNTER P ODELL - Age: 68
(719) 539-3164 (MT) (100%)

DANA R GRIFFIN - Age: 55
(303) 466-5502 (MT) (100%)

Numbers:

TRICIA LYNN RAUBOLT - Age: 56
(760) 904-6115 (PT) (86%)

PHYLLIS RAE JEANSONNE - Age: 59
(760) 567-9528 (PT) (99%)

GERALDINE JEANSONNE
(760) 347-6837 (PT) (99%)
(619) 347-6837 (PT) (85%)

GERALDINE N JEANSONNE - Age: 89
(760) 861-7217 (PT) (83%)

CHARLES K SPEARMAN - Age: 35
(909) 272-8217 (PT) (99%)
(951) 735-9234 (PT) (99%)
(951) 735-8735 (PT) (99%)
(951) 813-5182 (PT) (99%)
(323) 541-6642 (PT) (85%)
(951) 496-3965 (PT) (83%)
(951) 272-8217 (PT) (81%)

DENNIS ROSS ZORN - Age: 68
(951) 681-0832 (PT) (98%)
(909) 437-1434 (PT) (84%)

HEATHER L SPEARMAN - Age: 34
(714) 879-3280 (PT) (99%)
(714) 914-1978 (PT) (99%)
(951) 499-3965 (87%)
(951) 496-3965 (PT) (83%)
(909) 223-5705 (PT) (81%)
(951) 735-9234 (PT) (81%)

VANCE E TATE - Age: 30
(951) 534-1797 (PT) (99%)
(602) 237-9512 (MT) (99%)

ROBERT L GULLEY SR - Age: 57
(760) 775-3965 (PT) (99%)

BECKY S SPEARMAN - Age: 60
(714) 731-8884 (PT) (99%)

SHERI L ELLIS - Age: 33
(760) 218-5599 (PT) (98%)
(505) 271-0251 (MT) (98%)
(505) 833-3347 (MT) (98%)

NICHOLAS D ELLIS - Age: 34
(951) 845-2301 (PT) (96%)
(909) 795-2705 (PT) (82%)

UCC Filings (None Found)

US Corporate Affiliations (1 Found)

Incorporation State: HI
REVITALIZE, A GOSPEL OF BELIEVERS (Primary)
Address: **PO BOX 758, PAHOA, HI 96778-0758 (HAWAII COUNTY)**
Filing Number: **206737 D2**
Filing Office Link Number: **1808331330**
Corporation Type: **Non-Profit**
Address Type: **Mailing**
Registration Type: **Domestic Corporation**
Verification Date: **03/06/2013**
Filing Date: **01/07/2004**
Incorporation Date: **01/07/2004**
Date First Seen: **01/17/2004**
Date Last Seen: **03/11/2013**
Received Date: **03/07/2013**
Perpetual Indicator: **Y**
Misc Details: **PURPOSE: A RELIGIOUS AND SPIRITUAL SOCIETY (CHURCH) MEETING WEEKLY IN MEMBERS HOMES.**
Filing Office Name: **SECRETARY OF STATE/CORPORATIONS DIVISION**
Filing Office Address: **1010 RICHARDS ST FL 2, HONOLULU, HI 96813-2920 (HONOLULU COUNTY)**
File Date: **03/12/2013**
Sec Status: **01**

Corporate Officers and Directors

JAMES HAINES , Title: **Other, OFFICER-D**
JASON HESTER , Title: **Other, OFFICER-D**
CECIL LORAN LEE , Title: **Other, OFFICER-P/T/D**
LORAN LEE , Title: **Registered Agent**
13-811 MALAMA ST, PAHOA, HI 96778-8400 (HAWAII COUNTY)
ROBIN RICHARDS , Title: **Other, OFFICER-V/S/D**
RONN RITKE , Title: **Other, OFFICER-D**

Corporate Amendments

Filing Date: **07/29/2009**
Reason: **Miscellaneous**
Description: **ORDER OF REINSTATEMENT;BACKSCANNED ORDER OF REINSTATEMENT**

Filing Date: **02/18/2009**
Reason: **Miscellaneous**
Description: **REINSTATEMENT;REINSTATEMENT**

Filing Date: **10/13/2008**
Reason: **Miscellaneous**
Description: **CERTIFICATE OF ADMINISTRATIVE DISSOLUTION;CERTIFICATE OF ADMINISTRATIVE DISSOLUTION**

Filing Date: **12/07/2007**
Reason: **Miscellaneous**
Description: **INVOLUNTARY DISSOLUTION;INVOLUNTARY DISSOLUTION**

Filing Date: **01/07/2004**
Reason: **Miscellaneous**
Description: **ARTICLES OF INCORPORATION;ARTICLES OF INCORPORATION**

Aircraft Records (None Found)

Pilot Licenses (None Found)

Voter Registrations (None Found)

Hunting Permits (None Found)

Weapon Permits (None Found)

Possible Relatives - Summary (None Found)

Possible Relatives - Details (None Found)

Likely Associates - Summary (10 Found)

[MICHAEL PETER BOYD](#) 04/13/1923 Age: 89
[WALTER HARRISON FURMAN II](#) 02/23/1960 Age: 53
[BARAK MILLER](#)
[RONN ALLAN RITKE](#) 05/01/1962 Age: 50
[HERBERT M RITKE](#) 10/16/1929 Age: 83
[MIREYA GUADALUPE CACERES](#) 12/12/1949 Age: 63
[ERICK N COOK](#) 07/10/1975 Age: 37
[MICHAEL BOYD](#) 1936 Age: 77
[ROBERT L COONCE](#) 02/21/1928 Age: 85 Died at (68)
[GREGORY SCOTT CHERRY II](#) 05/17/1963 Age: 49

Likely Associates - Details (10 Found)

Paul J. Sulla, Jr. (SBN 5398)
2061 Kalaniana'ole Ave.
P. O. Box 5258
Hilo, HI 96720
808-933-3600 telephone
808-933-3601 fax

Attorney for Plaintiff,
CECIL LORAN LEE

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

2009 JUL 16 PM 4:15
J. MACKAY, CLERK
THIRD CIRCUIT COURT
STATE OF HAWAII

FILED

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

Civil No.05-1-196
(Foreclosure)

**MOTION FOR SUBSTITUTION OF
PLAINTIFF; EXHIBIT "A";
DECLARATION OF COUNSEL IN
SUPPORT OF MOTION; EXHIBITS
"1"- "6"; NOTICE OF NON-
HEARING MOTION; CERTIFICATE
OF SERVICE**

MOTION FOR SUBSTITUTION OF PLAINTIFF

Now comes Paul J. Sulla, Jr., attorney for Plaintiff Cecil Loran Lee, deceased, who pursuant to Hawaii Rules of Civil Procedure, Rule 25(a) moves this honorable court for an order substituting *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* with Jason Hester as successor Overseer, as plaintiff in place of Cecil Loran Lee

in the above matter. Cecil Loran Lee died intestate on June 27, 2009. The claim of the plaintiff was not extinguished by the plaintiff's death. See the Proposed Order for Substitution of Plaintiff attached hereto as Exhibit "A".

Prior to Cecil Loran Lee's death he assigned the two Promissory Notes, which are the subject matter of this current action, to a Corporate Sole entitled *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* formed pursuant to Hawaii Revised Statutes, Chapter 419.

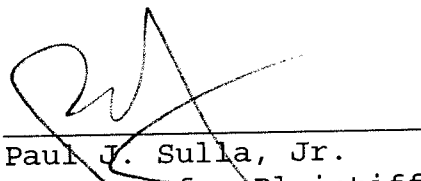
By Assignment of Mortgage dated March 15, 2009, Cecil Loran Lee individually assigned all of his right, title and interest in the Mortgage securing the Promissory Note in the amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) dated January 15, 2004, payable by the defendant Leonard George Horowitz, individually and as Overseer of the Royal Bloodline of David, a Washington non-profit corporation, to the said corporate sole.

The successor Overseer to *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* is Jason Hester of Pahoa, Hawaii, the nephew of Cecil Loran Lee.

Wherefore, the undersigned moves the court for an Order of Substitution of Plaintiff in this subject action substituting *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* with Jason Hester of Pahoa as successor Overseer, as the party plaintiff in the above-captioned matter in place of Cecil Loran Lee, individually, deceased.

Attached to this motion is the Declaration of Paul J. Sulla, Jr. attorney for the deceased Cecil Loran Lee and Exhibits 1-6.

DATED: Hilo, Hawai'i on this 14 day of July, 2009.



Paul J. Sulla, Jr.
Attorney for Plaintiff-
Counterclaim/Defendant

Paul J. Sulla, Jr. (SBN 5398)
2061 Kalaniana'ole Ave.
P. O. Box 5258
Hilo, HI 96720
808-933-3600 telephone
808-933-3601 fax

Attorney for Plaintiff,
CECIL LORAN LEE

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

Civil No.05-1-196
(Foreclosure)

**ORDER FOR SUBSTITUTION OF
PLAINTIFF**

ORDER FOR SUBSTITUTION OF PLAINTIFF

This matter came before the Honorable Judge Ronald.
After review of the pleadings records and documents in the
file the court makes the following order:

IT IS HEREBY ORDERED that *The Office of Overseer, a
Corporate Sole and its Successor Over and for the Popular
Assembly of Revitalize, a Gospel of Believers*, with Jason
Hestor as successor Overseer, is substituted as the party

plaintiff in the above-captioned matter in place of Cecil Loran Lee, individually, deceased.

Dated: Kealahou, Hawaii this ____ day of ____, 2009.

JUDGE OF THE ABOVE-ENTITLED COURT

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

Civil No.05-1-196
(Kona)

**DECLARATION OF COUNSEL IN
SUPPORT OF MOTION**

DECLARATION OF COUNSEL IN SUPPORT OF MOTION

I, Paul J. Sulla, Jr., declare and state as follows:

1. That I am an attorney licensed to practice in the State of Hawaii and am the attorney of records for the Plaintiff Cecil Loran Lee, deceased.

2. Cecil Loran Lee passes away on June 27, 2009 in the state of Arizona. A true and correct copy of the newspaper obituary of Cecil Loran Lee is attached hereto as **Exhibit "1"**.

3. Prior to Mr. Lee's death, on or about May 8, 2009, he created a corporate sole pursuant to Hawaii Revised Statutes, Chapter 419, entitled *The Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers*, naming himself

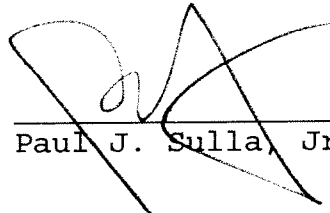
as the incumbent Overseer and his nephew, Jason Hester as successor by the Articles of Incorporation. A true and correct copy of the Articles of Incorporation are attached hereto as **Exhibit "2"**.

4. On May 15, 2009, Cecil Loran Lee assigned all his right, title and interest to the two (2) Promissory Notes and Mortgage made by the defendants, which are the subject matter of the instant action, to Cecil Loran Lee, Overseer, The *Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers*, a Hawaii corporate sole, under which Cecil Loran Lee was the original incumbent Overseer. True and correct copies of the Assignment of Promissory Note(s) are attached as **Exhibits "3" and "4"**. A true and correct copy of the Assignment of Mortgage is attached hereto as **Exhibit "5"**.

5. Upon Cecil Loran Lee's death on June 27, 2009, Jason Hester of Pahoa, Hawaii became the successor Overseer of the corporate sole, *Office of Overseer, a Corporate Sole and its Successor over and for the Popular Assembly of Revitalize, a Gospel of Believers* in place of Cecil Loran Lee. A Certificate of Incumbency has been prepared pursuant to Hawaii Revised Statutes Chapter 419.5 to be filed with the Department of Commerce and Consumer Affairs- Business Registration to replace Mr. Lee with Jason Hester as the Overseer of the said

corporate sole. A true and correct copy of the Certificate of Incumbency is attached hereto as Exhibit "6".

Signed as true and correct under the penalties of law of the State of Hawaii this 14 day of July, 2009.



Paul J. Sulla, Jr.

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July 13, 2009

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Cecil Loran Lee

2/3/2009



Cecil Loran Lee, 78, died Saturday, June 27, 2009, in Eagar. He was born Aug. 27, 1930, in Nutrioso to Ella Maxwell and Marion Lee. Loran resided in Pahoa, Hawaii.

Loran was an educator and businessman for 50 years. He was an accomplished pianist and organist. He received a doctorate of music from Brigham Young University and a doctorate from UCLA in college

administration.

Loran loved teaching and performing music. He was a certified reflexologist and wrote a book on reflexology.

Loran was a member of the Church of Jesus Christ of Latter-day Saints and enjoyed the wonderful experience of serving as an ordinance worker in the Kona Hawaii Temple. He also served missions for the church in El Salvador and San Francisco.

Loran is survived by his son, Clark Lee of Mesa; sisters Inez LaVerne (E. Kay) Slade of Eagar, Gwen (Murray) Hillman of Nutrioso and Ida Mae (Niles) Jones of Queen Creek; and four granddaughters. He was preceded in death by his parents, brothers Arthur Lee, Maxie Lee and Oran Lee and sister Iris LeSueur.

A graveside service was held Wednesday, July 1, at the Nutrioso Cemetery.

Burnham Mortuary of Eagar handled the arrangements.

To send condolences to the family, visit burnhammortuary.com.

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Reader Comments

Added: Thursday July 09, 2009 at 11:00 PM EST

delightful personality

oh, when i was 12, i had such a 'crush' on him; he was so handsome and charming...he could talk the birds out of the trees, he once talked us into swimming across the salt river canyon where his nephew



READER POLL

Do you support plans to overhaul health care in the United States?

☐ Yes. Something has to be done to make it more affordable.

☐ No. The government shouldn't get involved. It will just degrade the quality of care.

☐ Maybe. It depends on the price tag and benefits.

☐ No opinion.

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EXHIBIT

7/13/2009

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Exhibits pg. 145

1

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richard Street
PO Box 40, Honolulu, HI 96810
ARTICLES OF INCORPORATION
CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES
(Section 419, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned desires to form a Corporation Sole for Ecclesiastical purposes under the laws of the State of Hawaii and does certify as follows:

Article I

The name of the Corporation Sole is:

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS

Article II

Cecil Loran Lee of 13-811 Malama Street, Pahoa, HI 96778, duly authorized by the rules and regulations of the church **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia, hereby forms **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and is the initial holder the office of Overseer hereunder.

Article III

The principal office of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS** is 13-811 Malama Street Pahoa, HI 96778. The Island of Hawaii is the boundary of the district subject to the ecclesiastical jurisdiction of the Overseer.

Article IV

The period of duration of the corporate sole is perpetual.

I HEREBY CERTIFY that this is a true and correct copy of the official record(s) of the Business Registration Division.



James M. Roberts
DIRECTOR OF COMMERCE AND
CONSUMER AFFAIRS

Date: May 29, 2009

Article V

The manner in which any vacancy occurring in the incumbency of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, is required by the discipline of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, to be filled, through an appointment of Jason Hester of Pahoa, Hawaii as designated successor, and if said designated successor is unable or unwilling to serve, then through an appointment by the support and blessings by a formal "Popular Assembly" of clerical staff and the general membership of **REVITALIZE, A GOSPEL OF BELIEVERS**, as to the named designated successor. The corporate sole shall have continuity of existence, notwithstanding vacancies in the incumbency thereof, and during the period of any vacancy, have the same capacity to receive and take gifts, bequests, devise or conveyance of property as though there were no vacancy.

Article VI

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS shall have all the powers set forth in HRS c. 419-3 and 414D-52 including the power to contract in the same manner and to the same extent as any man, male or female, and may sue and be sued, and may defend in all courts and places, in all matters and proceedings whatsoever, and shall have the authority to appoint attorneys in fact. It has in any venue and jurisdiction authority to borrow money, give promissory notes, therefore, to deal in every way in prime notes, noble metals, planchets, commercial liens, stamps, mortgages, all manner of banking, and to secure the payment of same by mortgage or other lien upon property, real and person, enter into insurance and assurance agreements, own life insurance policies, and purchase and sell contracts and other commercial instruments. It shall have the authority to buy, sell, lease, and mortgage and in every way deal in real, personal and mixed property in the same manner as a "natural person" or covenant child of God. It may appoint legal counsel, licenses and/or unlicensed, but any professional or nonprofessional account services, legal or other counsel employed shall be utilized in a capacity never greater than subordinate co-counsel in any and all litigious matters whether private, corporate, local, national or international, in order to protect the right of the corporation sole to address all courts, hearings, assemblies, etc., as superior co-counsel.

05/29/200920052

Article VII

The presiding Overseer of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** can be removed by a 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia, duly called for that purpose, provided that a successor Overseer is selected at that meeting.

The presiding Overseer may not amend or alter this Article VII without the 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS** duly called for that purpose.

Article VIII

The presiding Overseer, after prayers and counsel from The Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, may at any time amend these Articles, change the name, the term of existence, the boundaries of the district subject to its jurisdiction, its place of office, the manner of filling vacancies, its powers, or any provision of the Articles for regulation and affairs of the corporation and may by Amendment to these Articles, make provision for any act authorized for a corporate sole under HRS c. 419. Such Amendment shall be effective upon recordation with the State of Hawaii.

Article IX

The purpose of this corporation sole is to do those things which serve to promote Celestial values, the principles of Love, Harmony, Truth and Justice, the love of our brothers and sisters as ourselves, the comfort, happiness and improvement of Man and Woman, with special emphasis upon home church studies, research and education of those rights secured by God for all mankind and of the laws and principles of God for the benefit of the Members of the Assembly and the Community at large. This corporate sole is not organized for profit.

Article X

All property held by the above named corporation sole as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS**, shall be held for the use, purpose, and benefit of **REVITLIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia.

05/29/200920052

I certify upon the penalties of perjury pursuant to Section 419 of the Hawaii Revised Statutes that I have read the above statements and that the same are true and correct.

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii)

)

Signed and Sealed

County of Hawaii)

FILED 05/28/2009 05:41 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii



Gwen Hillman, Scribe, on the 8th day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

Cecil Loran Lee is the duly appointed, qualified OVERSEER of THE OFFICE OF OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, by virtue of Spiritually and Divinely inspired appointment and he is, and has been, sustained as such by the general membership of said "body of believers" of REVITALIZE, A GOSPEL OF BELIEVERS a Hawaiian incorporated Church assembly, in the nature of Ecclesia, and THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, in a special Popular Assembly meeting on the 8 day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine as evidenced by an official recording of such appointment signed by Gwen Hillman, Scribe of THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS.

RECEIVED MAY-26-2009 11:27

FROM-

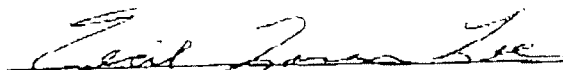
TO-DCCA BREG

PAGE 013

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 8 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.


Here.

Affix Seal

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

05/29/2009 20:05:2

STATEMENT OF INCUMBENCY

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS.

BE IT KNOWN BY THESE PRESENTS that Cecil Loran Lee of 13-811 Malama Street Pahoa, HI 96778 is the current incumbent OVERSEER for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to Cecil Loran Lee's right to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the 28 day of May in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".

In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this Statement of Incumbency hereby notifies the State of Hawaii that Cecil Loran Lee is the duly appointed incumbent OVERSEER.


THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Cecil Loran Lee is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia.

05/29/2009 20:05:2

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 28 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.



Here. Affix Seal

Cecil Loran Lee, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

BETWEEN:

LORAN LEE a/k/a C. LORAN LEE

(the "Assignor")

-and-

**THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSORS,
OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE A GOSPEL OF BELIEVERS**

(the "Assignee")

WHEREAS:

- (A) THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation (the "Debtor") is indebted to the Assignor in the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Debt"), see copies attached as Exhibit "A";
- (B) The Debt is secured by a Mortgage recorded with the Bureau of Conveyances for the State of Hawaii, Document No. 2004-014441 ("Mortgage"), concerning certain premises consisting of 17.87 acres more or less located at TMK (3) 1-3-001:049 and 043, Kalapana, County and State of Hawaii; and
- (C) The Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of the Debt;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$10.00 and other valuable consideration.
3. The Assignor hereby acknowledges, covenants and agrees that the Debt is justly and truly owing by the Debtor to the Assignor.

Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

BETWEEN:

LORAN LEE a/k/a C. LORAN LEE

(the "Assignor")

-and-

**THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSORS,
OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE A GOSPEL OF BELIEVERS**

(the "Assignee")

WHEREAS:

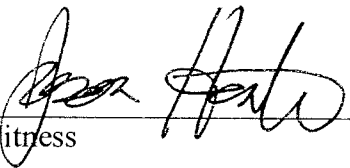
- (A) THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation (the "Debtor") is indebted to the Assignor in the sum of Twenty Five Thousand Dollars (\$25,000.00) (the "Debt"), see copies attached as Exhibit "A";
- (B) The Debt is secured by a Mortgage recorded with the Bureau of Conveyances for the State of Hawaii, Document No. 2004-014441 ("Mortgage"), concerning certain premises consisting of 17.87 acres more or less located at TMK (3) 1-3-001:049 and 043, Kalapana, County and State of Hawaii; and
- (C) The Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of the Debt;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
- 2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$10.00 and other valuable consideration.
- 3. The Assignor hereby acknowledges, covenants and agrees that the Debt is justly and truly owing by the Debtor to the Assignor.

4. The Assignor covenants and agrees with the Assignee that the Assignor shall assign to the Assignee all its or his right, title and interest in the Mortgage security in respect of the Debt assigned by this Assignment, and the same shall be deemed security granted by the Assignor to the Assignee.
5. The Assignor acknowledges and agrees that all his rights in respect of the Debt have been assigned to the Assignee but that the acceptance by the Assignee of this Assignment shall impose upon the Assignee the obligation to take any steps to effect the collection of same or to ensure that the Debt does not become statute barred by the operation of any law relating to limitation of actions, or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.



Witness



LORAN LEE A/K/A/ C. LORAN LEE



Witness

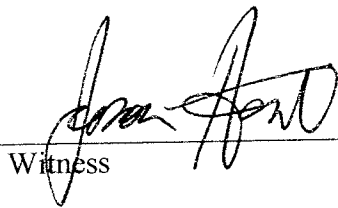


CECIL LORAN LEE, OVERSEER

**THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS
SUCCESSORS OVER/FOR THE
POPULAR ASSEMBLY OF
REVITALIZE A GOSPEL OF
BELIEVERS**

4. The Assignor covenants and agrees with the Assignee that the Assignor shall assign to the Assignee all its or his right, title and interest in the Mortgage security in respect of the Debt assigned by this Assignment, and the same shall be deemed security granted by the Assignor to the Assignee.
5. The Assignor acknowledges and agrees that all his rights in respect of the Debt have been assigned to the Assignee but that the acceptance by the Assignee of this Assignment shall impose upon the Assignee the obligation to take any steps to effect the collection of same or to ensure that the Debt does not become statute barred by the operation of any law relating to limitation of actions, or otherwise.

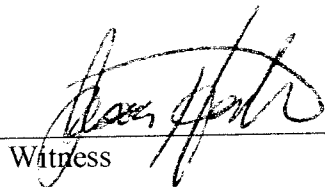
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.



Witness



LORAN LEE A/K/A/ C. LORAN LEE



Witness



CECIL LORAN LEE, OVERSEER

**THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS
SUCCESSORS OVER/FOR THE
POPULAR ASSEMBLY OF
REVITALIZE A GOSPEL OF
BELIEVERS**

After Recordation, Return by Mail (X) Pickup () To:

Paul J. Sulla, Jr.
P.O. Box 5258
Hilo, HI 96720

TMK Nos. (3) 1-3-001:049 and 043

ASSIGNMENT OF MORTGAGE

THIS **ASSIGNMENT OF MORTGAGE** (herein referenced to as the "Assignment") is made as of this 11th day of May, 2009 by **LORAN LEE, a/k/a C. LORAN LEE and/or CECIL LORAN LEE**, an unmarried individual, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereinafter referred to as the "Assignor") for the benefit of **CECIL LORAN LEE, OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Assignee").

WITNESSETH

WHEREAS, Assignor is the holder of that certain Mortgage together with the debt and Note secured hereby, in the original principal sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** given by **THE ROYAL BLOODLINE OF DAVID**, a Hawaiian non-profit corporation whose address is P.O. Box 1739, Newport, WA 99156, (hereinafter referred to as "Mortgagor").

WHEREAS, the said Mortgage is dated January 15, 2004 and recorded in the Bureau of Conveyances of the State of Hawaii, Document No. 2004-014441, and it encumbers and is a lien upon that certain real property consisting of 17.87 acres more or less located in Kalapana, in the County and State of Hawaii, described in Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning said Mortgage, together with the Note and debt therein described to Assignee; and

WHEREAS, Assignee is desirous of receiving and holding said Mortgage, together with the Note and the debt therein described, from Assignor.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgage, its successors or assigns in the same.

2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note and debt secured thereby.

3, Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Hawaii.

4. Headings. Paragraph headings contained herein are for the convenience of reference only and are not to be used in the construction or interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

LORAN LEE a/k/a C. LORAN LEE



Assignor

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On this 15 day of May, 2009, before me personally appeared LORAN LEE a/k/a C. LORAN LEE and CECIL LORAN LEE to me known (or who has proven to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing **ASSIGNMENT OF MORTGAGE**, dated May 15, 2009 and consisting of 3 pages total, who, being duly sworn, acknowledged that he executed said instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.



(Notary signature)

Collins Tomei

(Print notary name)

Notary Public

Third Judicial Circuit

State of Hawai'i

[Stamp or Seal]

My commission expires: 02-20-2010

12

EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. B. Elderts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHERIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01446

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. B. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1056.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-61444, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-61444.

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X

General Certification

I, **Jason Hestor**, the named Overseer in **The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers** the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm before my Creator.

In witness whereof, said **Jason Hestor**, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the _____ day of _____ in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.

Affix Seal Here.

Jason Hestor, the Overseer
The Office of the Overseer
a corporation sole and his successors,
over/for The Popular Assembly of REVITALIZE, A GOSPEL OF
BELIEVERS an incorporated Church assembly,
in the nature of Ecclesia

GENESIS

WHEREAS, the presiding Sovereign, in seeking harmony with God and Man; according to Scripture were it states: *"Thou shalt love God with all thy heart and all thy mind and all thy soul and with all thy body, and thou shalt love they neighbor as thyself,"* and;

WHEREAS, our founding fathers know that the creator of an entity is its GOD, and thought it repugnant that a State created corporation could serve as a Church or Religious Assembly; and thus referred to Canon Law, Ecclesiastical Law and common Law which recognize the Corporation Sole as a long established and pragmatic Religious Assembly;

WHEREAS, this instrument is not a creation of or by the State of Hawaii, or any other State in the United States of American as it is now constituted or of any other country on the world earth of Hawaii or the territory of or republic of Hawaii or the Kingdom of Hawaii;

WHEREAS, this written instrument is for the purpose of Acknowledgment of this lawful Sovereign this corporation sole, herein designated as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, which derives its powers of Creation and Existence from a divinely inspired "body of believers", under the guidance and support of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of ecclesia.

WHEREAS this Office of **OVERSEER** and "Statement of Incumbency" have been anointed and petitioned by the members of this Spiritual Assembly, to accept said position, such Office and Assembly being protected by the First Article of The Bill of Rights of the Constitution for the United States of America, which Office and Assembly is also recognized in Article One section four of the Constitution of the State of Hawaii.

WHEREAS it is declared by said The Bill of Rights for the United States Constitution and the Constitution of the State of Hawaii, and through the intent of its Framers that *"Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof..."* by the creation of an aggregate incorporated State-religious order;

WHEREAS by this "**Statement of Incumbency**" and through the aforementioned existing corporation sole, a Treaty Relationship is established by the between the State of Hawaii and all the other States in the United States and **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. The Office is recognized by all Common Law, Canon Law, Contract Law, Ecclesiastic Law, International Law, by the Law of Nations, by lawfully ratified Treaties, Commonwealth(s), Monarch(s), Emperor(s), King(s), Queen(s), President(s), Pope(s), Chief(s), Shah(s), Mir(s), Sheik(s), Chairmen, Overseer(s), Sovereigns and other designated Titular Head(s), States, states or other corporations.

THEREFORE LET IT BE KNOWN that this written **Statement of Incumbency** is provided pursuant to Hawaii Revised Statutes c.419-5 for the purpose of acknowledgment of this lawful Sovereign entity. Let it be known that the creator of **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** is NOT the State or Territory, but a "body of believers" who, by election have established this Office of **OVERSEER** of this Corporation Sole and have furthermore elected an honorable and righteous believer, to fill This Office, who will place only the laws of God before the Laws of Nature and of Nature's God, and serve them well. Let it be known that this "**Statement of Incumbency**" is an instrument solely intended for the State or Territory to acknowledge this Corporation Sole which is already created, established, and recognized by this "body of believers", it is not in any way intended to infer or confer State authority to create, nor is this "**Statement of Incumbency**" to be considered articles of incorporation.

STATEMENT OF INCUMBENCY

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS.

BE IT KNOWN BY THESE PRESENTS that Jason Hestor of P.O. Box 758, Pahoa, HI 96778 is the current incumbent OVERSEER for the corporation sole known as **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to the right of Jason Hestor to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the 28th day of June in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".

In accordance with the disciplines of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and by this Statement of Incumbency hereby notifies the State of Hawaii that Jason Hestor is the duly appointed incumbent OVERSEER.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Jason Hestor is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of **REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit corporation in the nature of Ecclesia.

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

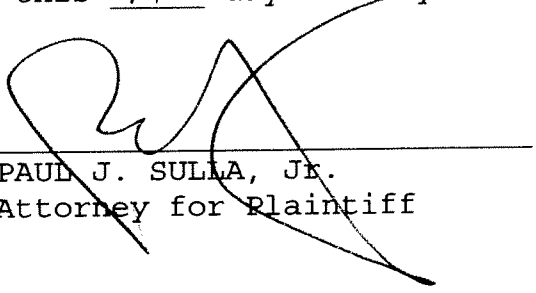
Civil No.05-1-196
(Kona)

**NOTICE OF NON-HEARING
MOTION**

NOTICE OF NON-HEARING MOTION

NOTICE IS HEREBY GIVEN that Plaintiff has filed a **MOTION TO SUBSTITUTE PLAINTIFF** with the above-entitled court. Copies of the **MOTION** have been served on all parties by mail on July 15th, 2009. Any response to said **MOTION** must be filed with the court no later than 10 days after the date of the Certificate of Service attached. If service of the Motion has been made by mail pursuant to Rule 6(e) of the Hawaii Rules of Civil Procedure, any response to said Motion must be filed with the Court no later than twelve (12) days after the date of the said Certificate of Service.

DATED: Hilo, Hawaii this 14th day of July 2009



PAUL J. SULLA, JR.
Attorney for Plaintiff

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT
STATE OF HAWAII

CECIL LORAN LEE,

Plaintiff and
Counterclaim-
defendant

vs.

LEONARD GEORGE HOROWITZ, et
al.

Defendant and
Counterclaimants.

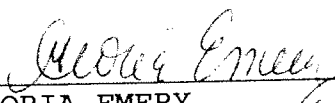
Civil No.05-1-196
(Foreclosure)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document(s):
MOTION FOR SUBSTITUTION OF DECEASED PARTY; EXHIBIT "A";
DECLARATION OF COUNSEL IN SUPPORT OF MOTION; EXHIBITS "1"-
"6"; NOTICE OF NON-HEARING MOTION were duly served upon the
following by mailing a copy of same via U.S. Postal
Service, postage prepaid at the U.S. Post Office in Hilo,
Hawaii on this 15th day of July, 2009, to:

John Carroll, Esq.
345 Queen Street, Suite 607
Honolulu, HI 96813


GLORIA EMERY

3LP09-1-000166

1 HRG 3CK4 CV

Calendar Date 12-11-2009

Phase

Description Disposition

PETITION FOR APPOINTMENT DND

Case Title: THE ESTATE OF CECIL LORAN LEE

Div.: 3CK4 CV DATE: 12-11-2009 Time: 0107P Video No.: Minutes:=====

TIME: 1:07 PM

.
STMT BY MR. SULA; SPECIAL APPEARANCE.
BY COURT - NOTES NO OTHER PARTY IN THE
COURTROOM IN THIS CASE.

.
3 CALLS MADE AT 1:11 - NO RESPONSE.

.
BY COURT - BACKGROUND REGARDING SPECIAL ADMINISTRATOR AND THAT COURT DECLINED APPOINTMENT AS SPECIAL
ADMINISTRATION IN PRIOR HEARING.

Case Title: THE ESTATE OF CECIL LORAN LEE

Div.: 3CK4 CV DATE: 12-11-2009 Time: 0107P Video No.: Minutes:=====

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ADMINISTRATION IN PRIOR HEARING.

Case Title: THE ESTATE OF CECIL LORAN LEE

Div.: 3CK4 CV DATE: 12-11-2009 Time: 0107P Video No.:

Minutes:.

Priority: 0 Audio No.:

BY SULA - STATEMENT REGARDING ASSETS KNOWN TO
HIM THAT CECIL LEE DOESN'T OWN ANYMORE; DUE TO FORECLOSURE, NO JUDGMENT CAN BE ENFORCED AND MR. LEE IS
CERTAINLY OUT OF IT.

.
**BY COURT - INASMUCH AS NO PARTY APPEARED IN
THIS CASE, COURT DENIES PETITION FOR SPECIAL ADMINISTRATOR AND COURT WILL ISSUE ORDER.

Exhibit 15.

RECORDER'S MEMO

Document Text NOT Legible For Digital Imaging



R-759

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

MAY 11, 2010 12:00 PM

Doc No(s) 2010-064624



ISI NICKI ANN THOMPSON
REGISTRAR

56 2/2 Z12

LAND COURT SYSTEM

Tw/Kr REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP () TO:

PAUL J. SULLA, JR.
P. O. Box 5258
Hilo, Hawaii 96720

AFFECTS TAX MAP KEY:

TOTAL PAGES: 56

Nos. TMK (3) 1-3-001:049 and 043

MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE

MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

PAUL J. SULLA, JR., being first duly sworn upon oath, deposes and says as follows:

1. Affiant is an attorney licensed to practice law in the State of Hawaii.
2. Affiant represents, and was at all relevant times herein authorized to act on behalf of Jason Hester, Overseer of The Office of Overseer, A Corporate Sole and Its Successor Over And For the Popular Assembly of Revitalize, A Gospel of Believers ("Mortgagee") in the matters set forth herein. Affiant makes this Affidavit based on personal knowledge and belief, and is competent to testify to the facts stated herein on the documents, papers or things kept in the course of the regularly conducted business activity of the Mortgagee of your Affiant.
3. The real property that is the subject of the private power of sale (non-judicial foreclosure) described herein is located at 13-3775 Kalapana Highway, Pahoa, County of Hawaii, TMK. No. (3) 1-3-001:049 and 043, and is more particularly described in **Exhibit "A"** attached hereto ("Property").
4. The Mortgagee is the holder of that certain Promissory Note and Mortgage dated January 15, 2004 ("Mortgage"), recorded in the Bureau of Conveyances of the State of Hawaii as Document No.2004-014441, as assigned to Jason Hester, Overseer of The Office of Overseer, A Corporate Sole and Its Successor Over And For the Popular Assembly of Revitalize, A Gospel of Believers by assignment dated May 5, 2009, recorded as aforesaid as Document No. 2009-136885. True and correct copies of the foregoing documents are attached as **Exhibits "1"** (Promissory Note), **"2"** (Mortgage) and **"3"** (Assignment of Mortgage).
5. Affiant certifies that in compliance with and pursuant to Hawaii Revised Statutes

667-5 through 667-10 and that certain Note and Mortgage, Mortgagee or its representative, or Affiant, or his representative did the following:

a. Sent a Notice of Default to the borrower(s), mortgagor(s) and guarantor(s) on March 19, 2010 by certified mail, return receipt requested. The notice of default was sent in compliance with the requirements set forth in the Mortgage. A true and correct copy of the notice and the return receipt is attached hereto as **Exhibit "4"**.

b. Served a Notice of Mortgagee's Non-Judicial Foreclosure Under Power of Sale ("Notice") in the form attached hereto and **Exhibit "5"** by certified mail, return receipt requested to the borrower(s), mortgagor(s), guarantor(s), the Department of Taxation of the State of Hawaii and all other parties who have recorded encumbrances, liens and/or other claims against the Property or who have requested notice under Hawaii Revised Statutes Section 667-6. A list of these parties is attached hereto as **Exhibit "6"**. True and correct copies of the certificates of mailing and the return receipts signed by the addressees and the returns of service acknowledged by the recipients are attached hereto as **Exhibit "7"**.

c. Sent a copy of the Notice by U.S. Mail, postage prepaid, to the borrower(s), mortgagor(s) and guarantor(s) addressed to their last known address.

d. Caused a copy of the Notice to be posted on the Property for a period of not less than twenty-one (21) days before the date of the public auction sale, as evidenced by a true and correct copy of the Affidavit of Posting attached as **Exhibit "8"**.

e. Caused the publication in the Hawaii Tribune Herald of an advertisement setting forth a summary description of the Property, the Mortgagee's intention to foreclosure pursuant to the power of sale in the Mortgage, and the date, time, place at which and the conditions under which the public auction sale was to be held. The notice was published once in

each of three successive weeks commencing on March 20, 2010, with the last publication have been not less than fourteen (14) days before the date of public auction sale, as evidenced by a true and correct copy of the Affidavit of Publication attached hereto as **Exhibit "9"**.

f. Conducted the public sale on April 20, 2010, at the date, time and place set forth in the Notice and under conditions stated therein, and Affiant, or his representative, declared the Property sold to Jason Hester, Overseer of The Office of Overseer for \$175,000.00, which was the highest bid at said sale.

6. At the time of sale, the default remained uncured.

7. In compliance with the Hawaii Revised Statutes, Chapter 667, Mortgagee will do the following:

a. Cause a conveyance of the Property by way of a Mortgagee's Quitclaim Deed to be delivered to said purchaser, or the purchaser's nominee. The closing date of the transaction is the date of recordation of the deed.

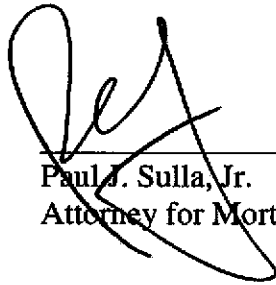
b. Cause the distribution of the excess proceeds, if any to other lienholders or person having an interest in the Property of record, if any, in order of priority, with any remainder being distributed to the borrower(s).

8. Affiant certifies that none of the borrower(s) or mortgagor(s) is in the military service, as the mortgage is not a natural person, but is a corporate sole.

9. In consideration of the conveyance of the Property, the Mortgagee hereby waives, releases and relinquishes its right to seek or to collect any deficiency or judgment against the borrower(s) and guarantor(s) and confirms that the debt secured by the Property is released and satisfied in its entirety.

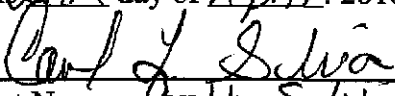
FURTHER AFFIANT SAYETH NAUGHT.

FURTHER AFFIANT SAYETH NAUGHT.

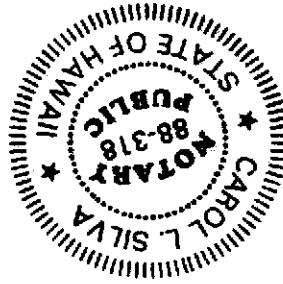


Paul J. Sulla, Jr.
Attorney for Mortgagee

Subscribed and sworn to before me
This 29th day of April, 2010.




Print Name: Carol L. Silva
Notary Public, State of Hawaii



My Commission expires 10/12/2012

Document Date: 4-29-2010 Number of Pages: 56
Notary Name: Carol L. Silva Third Judicial Circuit
Document Description:



Notary Signature Date 4-29-2010

NOTARY CERTIFICATION

EXHIBIT "A"

EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. B. Elderts
Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. HR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. HR 4(1)) to a pipe;
 2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
 3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
 5. 40° 59' 30" 275.69 feet along same to a pipe;
 6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-0141.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. B. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamali Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-6/4/04, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-6/4/04

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X

EXHIBIT "1"

PROMISSORY NOTE

\$350,000.00

1/15, 2007 ^{24, 05}

FOR VALUE RECEIVED, the undersigned promises to pay to LORAN LEE, also known as C. Loran Lee, single, whose mailing address is ^{P.O. Box 2122, 24} ~~13-3775 Kalapana Highway, Pahoa, Hawaii~~ 96778, or order, the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**, with interest thereon from the 15th day of JANUARY, 2007, until fully paid at eight percent (8%) per annum, principal and interest payable in lawful money of the United States as follows:

Interest only shall be payable monthly, commencing on the 15th day of FEBRUARY ^{24, 05} ~~JANUARY~~ and on the 15th day of each month thereafter, which amount on the original balance shall be **TWO THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$2,333.33)**, said payments to continue until the 15th day of JANUARY, 2009, at which date there shall be due a final payment to include all principal and interest then owing.

There shall be no premium charged to the Maker hereof for prepayment at any time of up to **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** of the original balance of this Promissory Note. However, if any further prepayment is made, there shall be a premium of **FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** charged to the Maker hereof.

If any installment be not paid when the same becomes due, then, or at any time during such default, the entire principal and interest owing hereon shall become due and payable at the election of the holder hereof, and notice of such election is hereby waived.

The undersigned shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within fourteen (14) days after the installment is due.

If this Note is placed in the hands of an attorney for collection, or if suit is brought hereon, the undersigned promises to pay the costs of collection, including reasonable attorneys' fees.

The makers, endorsers and guarantors hereof, each jointly and severally, waive diligence, presentment, demand of payment, notice of non-payment, protest and notice of protest.

This Promissory Note is secured by a Mortgage of even date herewith.

**THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation**

By 

LEONARD GEORGE HOROWITZ

Individually and as its Overseer

EXHIBIT "2"



R-592

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 23, 2004 08:01 AM

Doc No(s) 2004-014441

by CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 4/4 22

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP () TO: **ITC***Loran Lee*
13-3775 Kalapana Highway
*Pahoa, Hawaii 96778*ESCROW NO.: 302-00225945-BJI
Brenda IoaneTHIS DOCUMENT CONTAINS 16 PAGES

TITLE OF DOCUMENT:

MORTGAGE

PARTIES TO DOCUMENT:

LENDER:

LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

BORROWER:

THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington 99156

TAX MAP KEY (3) 1-3-001:049 and :043

PKK/ITC2003.MTG/11-6-03

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES

(A) "Mortgage." This document, which is dated JANUARY 15, 2003^{2007, or} will be ^{the} called the "Mortgage."

(B) "Borrower." **THE ROYAL BLOODLINE OF DAVID**, a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington 99156, will sometimes be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." **LORAN LEE**, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, will sometimes be called "Lender" or sometimes simply "you" or "your."

(D) "Note." The Promissory Note, signed by Borrower and dated JANUARY 15, 2003²⁰⁰⁷, will be called the "Note." Under the Note, Lender agrees to loan Borrower the principal sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**.

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

BORROWER'S MORTGAGE AND TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant a security interest in and convey the Property to you subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property and security interests in personal property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note;
- (B) Pay, with interest, any amounts that you spend under this Mortgage, to protect the value of the Property and your rights in the Property;
- (C) Keep all of my other promises and agreements under the Note or this Mortgage.

Page 2 of 16

DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (J) below:

- (A) The property is described in Exhibit A which is attached at the end of this Mortgage;
- (B) All buildings and other improvements that are located on the property described in Paragraph (A) of this section;
- (C) All rights in other property that I have as owner of the property described in Paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"
- (D) All rents or royalties from the property described in Paragraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in Paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in Paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in Paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures. Usually, fixtures are items that are physically attached to buildings, such as hot water heaters;
- (H) All of the rights and property described in Paragraphs (B) through (F) of this section that I acquire in the future;
- (I) All replacements of or additions to the property described in Paragraphs (B) through (F) and Paragraph (H) of this section;
- (J) Any voting rights I have as owner of the Property.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that; (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; (C) there are no outstanding claims or charges against the Property except for the claims and charges against the Property listed in Exhibit A attached to the end of this Mortgage; and (D) any lease included in the Property is in good standing.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which you suffer because someone other than myself has some of the rights in the

Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of those rights.

PROMISES

I promise and I agree with you as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS. I will promptly pay you or anyone you name, principal, interest and any late charges as stated in the Note.

2. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY. I will pay when they are due all taxes, assessments, and any other charges and fines that may be imposed on the Property. I will also make payments due under my lease if I am a tenant on the Property and I will pay lease rents (if any) due on the Property. I will do this by making the payments directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If I make direct payments and the Lender requests, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property.

Condominium and PUD Assessments. If the Property includes an apartment unit in a Condominium Project or in a PUD, I will promptly pay, when they are due, all assessments imposed by the owners' association or other organization that governs the Condominium Project or PUD. That association or organization will be called the "Owners' Association."

3. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP INSURANCE ON THE PROPERTY.

(A) Generally. I will obtain insurance to cover all buildings and other improvements that now are or in the future will be located on the Property as follows:

- * ☐ Fire and extended peril coverage (with inflation guard) in an amount at least equal to the full replacement costs of the insurable improvements on the Property;
- * ☐ Comprehensive public liability insurance as customarily provided for similar property in Hawaii for homeowner's insurance;

☒ Hurricane Property Insurance Policy;

☐ Flood insurance, if the Property is within the Flood zone eligible for federally subsidized flood insurance;

and other hazards for which Lender requires coverage, except as may be otherwise expressly provided in the lease if the property is a leasehold.

I understand that Lender may not make the granting of the Note contingent on my obtaining any insurance required under the terms of this Mortgage from an insurance company designated by Lender. However, to the extent permitted by law, Lender reserves the right to refuse an insurer which I choose for cause or reasonable excuse. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." If the Property is used as a "residence" (for example, it is my home), then I have the right to decide whether the proceeds will be used to repair, restore or rebuild a residence on the Property or whether the proceeds will be used to reduce the amount that I owe you under the Note. In all other cases, Lender will have the right to determine whether the proceeds are to be used to repair, restore or rebuild the Property or to reduce the amount I owe under the Note.

✓ If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note

or this Mortgage.

If Lender acquires the Property pursuant to this Mortgage, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage immediately before the Property is acquired by Lender or sold.

(B) Agreements that Apply to Condominiums and PUD's.

(i) If the Property includes an apartment unit in a Condominium Project, the Owners' Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." If the master policy insures my apartment unit as well as the common elements of the Condominium Project, so long as the master policy remains in effect and meets the requirements stated in this Paragraph: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; (b) I will not be required to include an amount for hazard insurance premiums in my monthly payment of Funds to Lender; and (c) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph, and (2) the law or the terms of the declaration, bylaws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect the terms of (a), (b) and (c) of this subparagraph (B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. If the Property includes a unit in a PUD, it is possible that proceeds will be paid to me instead of being used to repair or to restore the common areas or facilities of the PUD. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph (B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

4. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASES AND MORTGAGES AND AGREEMENTS ABOUT LEASES, CONDOMINIUMS AND PUD'S.

(A) Agreements about Maintaining the Property. I will keep the Property in good repair. I will not destroy, damage or change the Property, and I will not allow the Property to deteriorate. I will not make additions or major improvements to the Property without Lender's written consent. Lender also will have the right to inspect plans and specifications and may condition Lender's consent on my obtaining required building permit, consents of Condominium Owner's Association,

lenders, or lessors, if any, plus evidence of my adequate financing and/or bonding to pay for the improvements.

(B) Agreements About Keeping Promises in Leases and Mortgages. I will fulfill my obligations under any lease which is part of the Property. I will not change or agree to any change in any Lease which is a part of the Property. I will fulfill my obligations in any Mortgage on the Property listed on Exhibit A at the end of this Mortgage. I will not change or agree to any change in any such Mortgage.

(C) Agreements that Apply to Leases and Preventing Rejection or Termination of Leases in Bankruptcy Cases If (i) the Property includes, or is under, covered, or affected by any leases (the "Property Leases"), (ii) I, or anyone else with rights to and/or obligations under any Property Leases, including, but not limited to, lessors, lessees, sublessors, and sublessees, become a debtor in a voluntary or involuntary bankruptcy case, and (iii) an order for relief is issued pursuant to the bankruptcy laws, then I will take the actions necessary to prevent the Property Leases (a) from being rejected by me, any bankruptcy trustee or any other person pursuant to the bankruptcy laws, or (b) from being terminated in any manner. I will take such actions within five (5) days from the date of filing of the order for relief. The bankruptcy laws include, but are not limited to, Section 365 of Title 11 of the provisions of the United States Code, which is often referred to as Bankruptcy Code Section 365, as it may be amended from time to time.

I now appoint you as my attorney-in-fact to do whatever you, as Lender, believe is necessary to protect your interests in the Property and to prevent the rejection or termination of the Property Leases under the bankruptcy laws. This means that I now give you the right, in my place and name, or in your own name, to do whatever you believe is necessary to protect your interests in the Property. You have no obligation or responsibility to look out for or take care of my interests. You may, but you do not have to, take any actions to prevent the Property Leases from being rejected or terminated pursuant to the bankruptcy laws. Those actions include, but are not limited to, the following:

(i) The filing of any instruments, documents and pleadings with the court to assume and/or assign the Property Leases; and

(ii) The filing of a notice of election to remain in possession of leased real property if my lessor becomes a debtor in a bankruptcy case and rejects my lease.

Your having the right to take such actions will not prevent me, on my own, from taking any actions to protect my interests and the Property Leases.

(D) Agreements that Apply to Condominiums and PUD's. If the Property is a unit in a Condominium Project or in a PUD, I will fulfill all of my obligations under the declaration, bylaws, regulations and other documents that create or govern the Condominium Project or PUD. Also, I

will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(1) The abandonment or termination of the Condominium Project or PUD, unless, in the case of a condominium, the abandonment or termination is required by law;

(2) Any change to the declaration, bylaws or regulations of the Owners' Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project or PUD, including, for example, a change in the percentage of ownership rights, held by unit owners, in the Condominium Project or in the common areas or facilities of the PUD;

(3) A decision by the Owners' Association to terminate professional management and to begin self-management of the Condominium Project or PUD; and

(4) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the PUD. (However, this provision does not apply to the transfer by the Owners' Association of rights to use those common areas and facilities for utilities and other similar or related purposes.)

5. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY. If (a) I do not keep my promises and agreements made in this Mortgage, or (b) someone, including me, begins a legal proceeding that may affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever Lender believes is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs.
* Lender need not give me notice before taking any of these actions.

I will pay to Lender any amounts which Lender spends under this Paragraph. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, I will pay interest on the amounts spent by Lender under this Paragraph at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph, Lender does not have to do so.

6. LENDER'S RIGHT TO INSPECT THE PROPERTY. Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable

manner and at reasonable times.

7. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY. A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (a) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (b) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

Condemnation of Common Areas of PUD. If the Property includes a unit in a PUD, the promises and agreements in this Paragraph will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.

8. CONTINUATION OF LENDER'S RIGHTS. Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future.

9. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS. Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

10. OBLIGATIONS OF BORROWER. If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (a) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (b) that person is not personally obligated

to make payments or to act under the Note.

11. **CAPTIONS.** The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

12. **AGREEMENTS ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE.** Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in Paragraph (B) of the section above titled "Words Used Often In This Document and Parties and their Addresses." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in Paragraph (C) of the section above titled "Words Used Often In This Document and Parties and Their Addresses." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph.

13. **LAW THAT GOVERNS THIS MORTGAGE.** The law of the State of Hawaii will govern this Mortgage. If any term of this Mortgage or of the Note conflicts with that law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

14. **CONVEYANCE OR ASSIGNMENT.** I will not convey, assign or transfer (whether by way of Deed, Mortgage, Assignment of Lease, Agreement of Sale or other conveyance) any of my interest in the Property. Any attempt to do so will not be effective unless I first obtain the written consent of Lender. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent including without limitation by way of a conveyance, mortgage, agreement of sale, or otherwise, Lender may, at Lender's option, require immediate payment in full of all sums secured by this Mortgage. Lender shall not exercise such option if Lender is prohibited by federal law from doing so. If Lender exercises this option to accelerate, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

15. **DEFAULT.** I will be in default under this Mortgage if:

(1) I fail to make any monthly payment due under the Note or am otherwise in default under the Note.

X (2) I fail to keep any promise or agreement made in this Mortgage and do not correct

the failure within thirty (30) days after Lender gives me notice requesting correction.

(3) I convey, assign or transfer any of my interest in the Property without first obtaining Lender's written consent.

16. LENDER'S RIGHTS IF BORROWER IS IN DEFAULT.

(A) "Immediate Payment in Full". If there is a default under this Mortgage, then without prior notice to me you can demand that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. You may do this without making any further demand for payment. This demand will be called "Immediate Payment in Full".

(B) "Foreclosure and Sale". If I default under this Mortgage, you can also start a "Foreclosure and Sale" of the Property, without giving me prior notice.

A "Foreclosure and Sale" of the Property will take away, forever, all of my rights in the Property. You can do this without having to give a bond to a court. The Property can be sold in "whole" (as one property) or in "part" (as several pieces of property) at a private sale or public auction. The buyer, who may be you or another person, will acquire the Property free and clear of any of my claims to the Property. The buyer would then own the Property. If I have not moved out before then, the buyer can remove me (and other persons, including my family, allowed by me to be on the Property) from the Property. This is known as "Foreclosure and Sale".

If the Property is a leasehold, the buyer will then own the leasehold interest for the rest of the lease term, plus any extensions and renewals of the lease term.

For your benefit in case I default under this Mortgage, I now "irrevocably" (permanently until you release this Mortgage or otherwise release me in writing) appoint you as my "attorney-in-fact" (authorized representative) to do all that is necessary to transfer my rights in the Property by a Foreclosure and Sale. This includes your being able to transfer the Property to a buyer at the sale, and, without giving notice to me, your being able to make any arrangements that you desire concerning this Mortgage and that buyer to protect your rights in this Mortgage and the Property.

A law of the State of Hawaii, now known as "Section 667-5 of the Hawaii Revised Statutes," provides for a Foreclosure and Sale of property under a "Power of Sale". This "Power of Sale" will let you foreclose the Mortgage and sell the Property without having to start a lawsuit, if I should default under the Mortgage. I give you that "Power of Sale" under Section 667-5 and under any successor statute, as such law may be amended.

If you exercise your right to get a Foreclosure and Sale of the Property, you will follow the procedures that are required of you by the laws of the State of Hawaii.

The proceeds from the sale of the Property by Foreclosure and Sale will be applied to pay

for any liens on the Property which are superior to this Mortgage, all amounts I owe you under the Note and this Mortgage including "Future Advances" as well as all of your costs and expenses including "Commissioner's" (auctioneer's) fees and attorneys' fees, in bringing a Foreclosure and Sale, plus interest, as allowed by this Mortgage and law. If the proceeds are not sufficient to pay all of the amounts that I owe you, then you will have the right to get a "personal judgment" (a court order) against me for the difference, or you can get any other remedy available to you under the law and this Mortgage. If there are any "surplus" (remaining) proceeds after you pay for all of the above, then those surplus proceeds will belong to me.

~~Y X X~~ In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law, including reasonable attorneys' fees.

Lender shall also have an immediate right to a receivership without any requirement for prior notice to me or a hearing. The receiver shall serve without a bond.

In addition to having a foreclosure and sale, Lender may take any other actions allowed by law. This includes, for example, setting off (deducting) amounts that I owe Lender from any funds that Lender may owe to me. For example, if I have money on deposit in an account with Lender, Lender may take the money in that account to pay what I owe under the Note and this Mortgage.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY. As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until I am in default, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If I am in default, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph, will be used first to pay the costs of collecting rental payments and managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this

Mortgage. The costs of managing the Property may include the receiver's fees and reasonable attorneys' fees. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

18. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL. When Borrower has paid all amounts due under the Note and this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records.

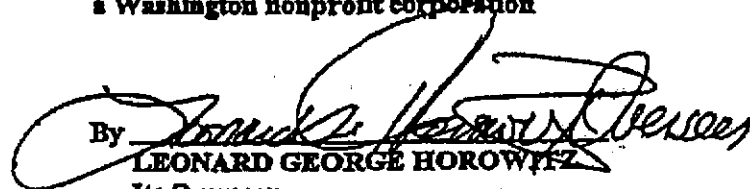
* 19. CHANGING THIS MORTGAGE. This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.

20. BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY. I understand that I can get any insurance required by this Mortgage from any insurance company licensed to sell that insurance in Hawaii, subject to Lender's right to refuse an insurer for cause or reasonable excuse.

21. FINANCING STATEMENT. This Mortgage also serves as a financing statement to perfect the Lender's security interest in the Property.

By signing this Mortgage I agree to all of the above.

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

By 
LEONARD GEORGE HOROWITZ
Its Overseer

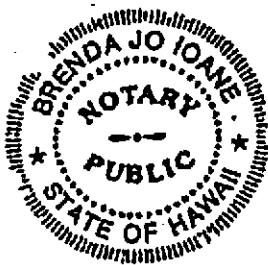
APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

BY _____
11-7-03

EXERCISED
MORTGAGE
CHANGE BY
"AGREEMENT
FOR CLOSING
ESCROW"
DENYING
FORECLOSURE.

STATE OF WASHINGTON Hawaii)
COUNTY OF Hawaii) ss.

On this 15 day of January, 2004, before me personally appeared
LEONARD GEORGE HOROWITZ, Individually and the Overseer of THE ROYAL
BLOODLINE OF DAVID, a Washington nonprofit corporation, to me known (or proved to me
on the basis of satisfactory evidence) to be the person described in and who executed the foregoing
instrument, and acknowledged to me that he executed the same as his free act and deed.



Brenda Jo Ioane
Name: Brenda Jo Ioane
Notary Public, State of Washington Hawaii
My commission expires: 11/17/04

EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. E. Elderts
Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01416 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01416

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01447.

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

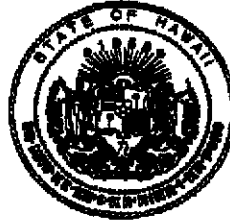
- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X

EXHIBIT "3"



R-307 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
SEP 08, 2009 08:02 AM
Doc No(s) 2009-136895



/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 Z8

After Recordation, Return by Mail (X) Pickup () To:

Paul J. Sulla, Jr.
P.O. Box 5258
Hilo, HI 96720

TMK Nos. (3) 1-3-001:049 and 043

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (herein referenced to as the "Assignment") is made as of this 15th day of May, 2009 by **LORAN LEE, a/k/a C. LORAN LEE**, an unmarried individual, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereinafter referred to as the "Assignor") for the benefit of **CECIL LORAN LEE, OVERSEER OF THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Assignee").

FRAUD

WITNESSETH

WHEREAS, Assignor is the holder of that certain Mortgage together with the debt and Note secured hereby, in the original principal sum of **Three Hundred Fifty Thousand Dollars (\$350,000.00)** given by **THE ROYAL BLOODLINE OF DAVID**, a Hawaiian non-profit corporation whose address is P.O. Box 1739, Newport, WA 99156, (hereinafter referred to as "Mortgagor").

WHEREAS, the said Mortgage is dated January 15, 2004 and recorded in the Bureau of Conveyances of the State of Hawaii, Document No. 2004-014441, and it encumbers and is a lien upon that certain real property consisting of 17.87 acres more or less located in Kalapana, in the County and State of Hawaii, described in Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises"); and,

WHEREAS, Assignor is desirous of assigning said Mortgage, together with the Note and debt therein described to Assignee; and

WHEREAS, Assignee is desirous of receiving and holding said Mortgage, together with the Note and the debt therein described, from Assignor.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold, assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interests and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgage, its successors or assigns in the same.

2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note and debt secured thereby.

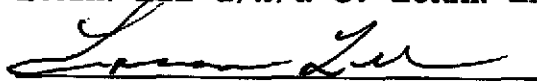
3. Governing Law. This Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Hawaii.

4. Headings. Paragraph headings contained herein are for the convenience of reference only and are not to be used in the construction or interpretation hereof.

FRAUD

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.

LORAN LEE a/k/a C. LORAN LEE



Assignor

STATE OF HAWAII)

) ss.

COUNTY OF HAWAII)

On this 15 day of May, 2009, before me personally appeared **LORAN LEE a/k/a C. LORAN LEE and ~~CECIL LORAN LEE~~** to me known (or who has proven to me on the basis of AP satisfactory evidence) to be the persons described in and who executed the foregoing **ASSIGNMENT OF MORTGAGE**, dated May 15, 2009 and consisting of 3 pages total, who, being duly sworn, acknowledged that he executed said instrument as his free act and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.



(Notary signature)

Collins Tomei

(Print notary name)

Notary Public

Third Judicial Circuit

State of Hawai'i

[Stamp or Seal]

My commission expires: 02-20-2010

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. B. Elderts

Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa-Kalapana Road (Emergency Relief Project No. HR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HIIHIIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. HR 4(1)) to a pipe;
 2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
 3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
 5. 40° 59' 30" 275.69 feet along same to a pipe;
 6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-0144

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. B. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamali Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01441 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X

EXHIBIT "4"

PAUL J. SULLA, JR.

ATTORNEY AT LAW
A Law Corporation

2061 Kalaniana'ole Ave.
PO Box 5258
Hilo, HI 96720

Telephone (808) 933-3600
Facsimile (808) 933-3601
e-mail psulla@aloha.net

*Also admitted in Massachusetts

March 19, 2010

SENT BY CERTIFIED AND REGULAR MAIL

Leonard G. Horowitz, Overseer
The Royal Blood Line of David
c/o John Carroll, Esq.
345 Queen Street, Suite 607
Honolulu, HI 96813

NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE
UNDER POWER OF SALE

RE: 13-3775 Kalapana Road., Pahoa, HI 96778
TMK (3) 1-3-001-049 & 043

Dear Mr. Horowitz:

This firm has been retained by Jason Hestor, Overseer (hereinafter "Mortgagee") who is foreclosing on that certain Mortgage dated January 15, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441 (the "Mortgage"). This is a non-judicial foreclosure pursuant to the power of sale given to Mortgagee.

You have been provided notice as you may potentially be the lienor of the above-referenced property.

A copy of this Notice of Mortgagee's Foreclosure under Power of Sale is enclosed, which includes a **continued date for the sale of April 20, 2010, at 12:00 p.m.** You are further hereby notified that pursuant to the Mortgagee's non-judicial foreclosure of the Mortgage if you have a junior lien, it will be extinguished through this non-judicial foreclosure process.

Sincerely,


Paul J. Sulla, Jr.

PJS/gle
Enclosure

**FRAUD
in Contempt
of Court
Final
Judgment
Denying
Foreclosure.**

**NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE
UNDER POWER OF SALE**

Real situated at Kamaili, District of Puna,
Island and County of Hawaii, State of Hawaii

Tax Map Key No.: (3) 1-3-001-043 & (3) 1-3-001-049

Pursuant to Sections 667-5 through 667-10 of the Hawaii Revised Statutes, as amended, and Mortgage dated January 15, 2004 and recorded on January 23, 2004 in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, notice is given that Jason Hester, Overseer of The Office Of Overseer, A Corporate Sole And Its Successor Over And For The Popular Assembly Of Revitalize, A Gospel Of Believers, whose address is PO Box 758, Pahoa, Hawaii 96778, as Mortgagee intends to foreclose the said mortgage by power of sale and will hold a public auction of property on **Tuesday, April 20, 2010 at 12:00 p.m.**, at the entrance area of Hale Kaulike (State Judiciary Building) 777 Kilauea Avenue, Hilo, Hawaii.

The Tax Map Key, street address, and description of the mortgaged property is a single family residence with other improvements shown as **TMK (3) 1-3-001:049 and 043** located at **13-3775 Kalapana Highway, Pahoa, County of Hawaii** being Lot 15-A and Lot 15-D a portion of Lot 15 grant 5005 to J.E. Elderts Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii **consisting of 1.32 acres and 16.55 acres respectively.**

Terms of the Sale are: (1) No upset price; (2) Property is sold strictly in "AS IS" and "**WHERE IS**" condition; (3) Property is sold without covenant or warranty, either express or implied, as to title, possession or encumbrances; (4) At the close of the auction Purchaser shall pay at least 10% of the highest successful bid price ("Bid") in cash, or by cashier's or certified check; provided, however, that Mortgagee may submit a credit bid up to the amount of the secured indebtedness; (5) The property shall be conveyed by Mortgagee by mortgagee's quitclaim conveyance, provided by Mortgagee, within 30 days after the auction and upon performance by Purchaser, no later than 21 days after the auction, of the following obligations: (a) In order to comply with recording the Mortgagee's Affidavit within the statutory timeframe, no later than thirty days from the date of sale, purchaser shall deliver to attorney **Paul J. Sulla at PO Box 5258, Hilo, HI 96720, (808) 933-3600**, a cashier's check for the remaining balance of the bid price, no later than the 21st day following the sale; (b) Purchaser shall pay all closing costs including, but not limited to: costs of document drafting, notary fees, consent fees, conveyance tax, recordation fees and other charges, together with any assessments which may arise under HRS §514A-90 et seq. and (c) Any real property taxes and lease rents shall be paid by

Purchaser and not be prorated; (6) The availability of title or other insurance shall not be a condition of the sale, and the Purchaser shall be responsible for obtaining a certificate of title and title insurance, if so desired; (7) The obligation for taxes, lease/ground rent, common expenses and similar charges shall be the responsibility of the purchaser; (8) the Purchaser shall not take occupancy prior to quitclaim conveyance, and responsibility of securing possession of the property as of the quitclaim conveyance shall be with the Purchaser; (9) Time is of the essence in this transaction and any delay in performance by Purchaser which prevents the closing from occurring within 30 days after the auction shall cause Mortgagee to sustain damages in amounts which will be difficult to ascertain. In the event the sale does not close because of any delay in performance by the Purchaser as herein stated, the 10% down payment may be retained by Mortgagee as liquidation damages and not as a penalty; (10) By submitting the Bid, Purchaser acknowledges reading the terms and conditions set forth in this notice and agrees to be bound thereby and sign a written acceptance of all terms herein; and (11) This sale may be postponed from time to time by public announcement made by Mortgagee or someone acting on Mortgagee's behalf.

Inquiries or a request for a copy of the acknowledgement referenced in (10) above may be obtained by contacting Paul J. Sulla, Esq., P.O. Box 5258, Hilo, HI 96720 telephone 808 933-3600; fax 808 933-3601.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Leonard G. Horowitz, Overseer THE ROYAL BLOODLINE OF DAVID c/o John Carroll 345 Queen St., Suite 607 Honolulu, HI 96813</p>		<p>B. Received by (Printed Name) <i>Betty Wata</i> C. Date of Delivery <i>3/22/10</i></p>	
<p>2. Article Number (Transfer from service label) 7008 3230 0001 7693 7484</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p>	
<p>Domestic Return Receipt</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

U.S. Postal Service TM	
CERTIFIED MAIL [®] RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ <i>1.61</i>
Certified Fee	<i>2.80</i>
Return Receipt Fee (Endorsement Required)	<i>2.30</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>5.71</i>
<p>3/19/10</p> <p>Postmark Here</p>	
<p>Sent To <i>Leonard G. Horowitz, Overseer</i> <i>THE ROYAL BLOODLINE OF DAVID</i> <i>c/o John Carroll</i> <i>345 Queen St., Suite 607</i> <i>Honolulu, HI 96813</i></p>	
<p>PS Form 3800, August 2006 See Reverse for Instructions</p>	


EXHIBIT "5"

**NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE
UNDER POWER OF SALE**

Real situated at Kamaili, District of Puna,
Island and County of Hawaii, State of Hawaii

Tax Map Key No.: (3) 1-3-001-043 & (3) 1-3-001-049

Fraudulent
Conveyance
Sham "Church"



Pursuant to Sections 667-5 through 667-10 of the Hawaii Revised Statutes, as amended, and Mortgage dated January 15, 2004 and recorded on January 23, 2004 in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, notice is given that Jason Hester, Overseer of The Office Of Overseer, A Corporate Sole And Its Successor Over And For The Popular Assembly Of Revitalize, A Gospel Of Believers, whose address is PO Box 758, Pahoa, Hawaii 96778, as Mortgagee intends to foreclose the said mortgage by power of sale and will hold a public auction of property on **Tuesday, April 20, 2010 at 12:00 p.m.**, at the entrance area of Hale Kaulike (State Judiciary Building) 777 Kilauea Avenue, Hilo, Hawaii.

The Tax Map Key, street address, and description of the mortgaged property is a single family residence with other improvements shown as **TMK (3) 1-3-001:049 and 043** located at **13-3775 Kalapana Highway, Pahoa, County of Hawaii** being Lot 15-A and Lot 15-D a portion of Lot 15 grant 5005 to J.E. Elderts Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii **consisting of 1.32 acres and 16.55 acres respectively.**

Terms of the Sale are: (1) No upset price; (2) Property is sold strictly in "AS IS" and "**WHERE IS**" condition; (3) Property is sold without covenant or warranty, either express or implied, as to title, possession or encumbrances; (4) At the close of the auction Purchaser shall pay at least 10% of the highest successful bid price ("Bid") in cash, or by cashier's or certified check; provided, however, that Mortgagee may submit a credit bid up to the amount of the secured indebtedness; (5) The property shall be conveyed by Mortgagee by mortgagee's quitclaim conveyance, provided by Mortgagee, within 30 days after the auction and upon performance by Purchaser, no later than 21 days after the auction, of the following obligations: (a) In order to comply with recording the Mortgagee's Affidavit within the statutory timeframe, no later than thirty days from the date of sale, purchaser shall deliver to attorney **Paul J. Sulla at PO Box 5258, Hilo, HI 96720, (808) 933-3600**, a cashier's check for the remaining balance of the bid price, no later than the 21st day following the sale; (b) Purchaser shall pay all closing costs including, but not limited to: costs of document drafting, notary fees, consent fees, conveyance tax, recordation fees and other charges, together with any assessments which may arise under HRS §514A-90 et seq. and (c) Any real property taxes and lease rents shall be paid by

Purchaser and not be prorated; (6) The availability of title or other insurance shall not be a condition of the sale, and the Purchaser shall be responsible for obtaining a certificate of title and title insurance, if so desired; (7) The obligation for taxes, lease/ground rent, common expenses and similar charges shall be the responsibility of the purchaser; (8) the Purchaser shall not take occupancy prior to quitclaim conveyance, and responsibility of securing possession of the property as of the quitclaim conveyance shall be with the Purchaser; (9) Time is of the essence in this transaction and any delay in performance by Purchaser which prevents the closing from occurring within 30 days after the auction shall cause Mortgagee to sustain damages in amounts which will be difficult to ascertain. In the event the sale does not close because of any delay in performance by the Purchaser as herein stated, the 10% down payment may be retained by Mortgagee as liquidation damages and not as a penalty; (10) By submitting the Bid, Purchaser acknowledges reading the terms and conditions set forth in this notice and agrees to be bound thereby and sign a written acceptance of all terms herein; and (11) This sale may be postponed from time to time by public announcement made by Mortgagee or someone acting on Mortgagee's behalf.

Inquiries or a request for a copy of the acknowledgement referenced in (10) above may be obtained by contacting Paul J. Sulla, Esq., P.O. Box 5258, Hilo, HI 96720 telephone 808 933-3600; fax 808 933-3601.

EXHIBIT "6"

**Parties who have recorded encumbrances, liens and/or
other claims against the Property**

Re: Non-Judicial Foreclosure

Property : 13-3775 Kalapana Highway, Pahoa, County of Hawaii,
TMK. No. (3) 1-3-001:049 and 043

Jason Hester, Overseer of The Office of Overseer, A Corporate Sole and Its Successor
Over And For the Popular Assembly of Revitalize, A Gospel of Believers

v.

Leonard G. Horowitz, The Royal Bloodline of David

Leonard G. Horowitz, Overseer
The Royal Bloodline of David
c/o of John Carroll, Esq.
345 Queen Street
Honolulu, HI 96813

Kurt Kawafuchi, Director
Dept. of Taxation
425 Queen Street
Honolulu, HI 96813

EXHIBIT "7"

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.61	3/19/10 Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.71	

Sent to: **Leonard G. Horowitz, Overseer**
THE ROYAL BLOODLINE OF DAVID
 c/o John Carroll
 345 Queen St., Suite 607
 Honolulu, HI 96813

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Leonard G. Horowitz, Overseer
THE ROYAL BLOODLINE OF DAVID
c/o John Carroll
345 Queen St., Suite 607
Honolulu, HI 96813

2. Article Number
 (Transfer from service label) **7008 3230 0001 7693 7484**

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name)
Betty Wata

C. Date of Delivery
3/22/10

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 3230 0001 7693 7507

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.61
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.71
3/19/10	
Postmark Here	
Sent To: Kurt Kawafuchi, Dir., Dept. Tax	
Street, Apt. No., or PO Box No. 425 Queen St.	
City, State, ZIP+4 Honolulu, HI 96813	
PS Form 3800, August 2006 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p style="text-align: center; font-size: 1.2em;">MAR 22 2010</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Kurt Kawafuchi, Dir. Dept. of Taxation 425 Queen St. Honolulu, HI 96813</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
7008 3230 0001 7693 7507	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540	

EXHIBIT "8"

AFFIDAVIT OF POSTING

State of Hawaii)
) SS.
County of Hawaii)

Edwin Tanaka, begin first duly sworn on oath, deposes and says:

On March 22, 2010, at 4:43 p m., I posted the NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE UNDER POWER OF SALE (a copy of which is attached) at the property located at 13-3775 Kalapana Highway, Pahoia, Hawaii.

Further, affiant sayeth naught.

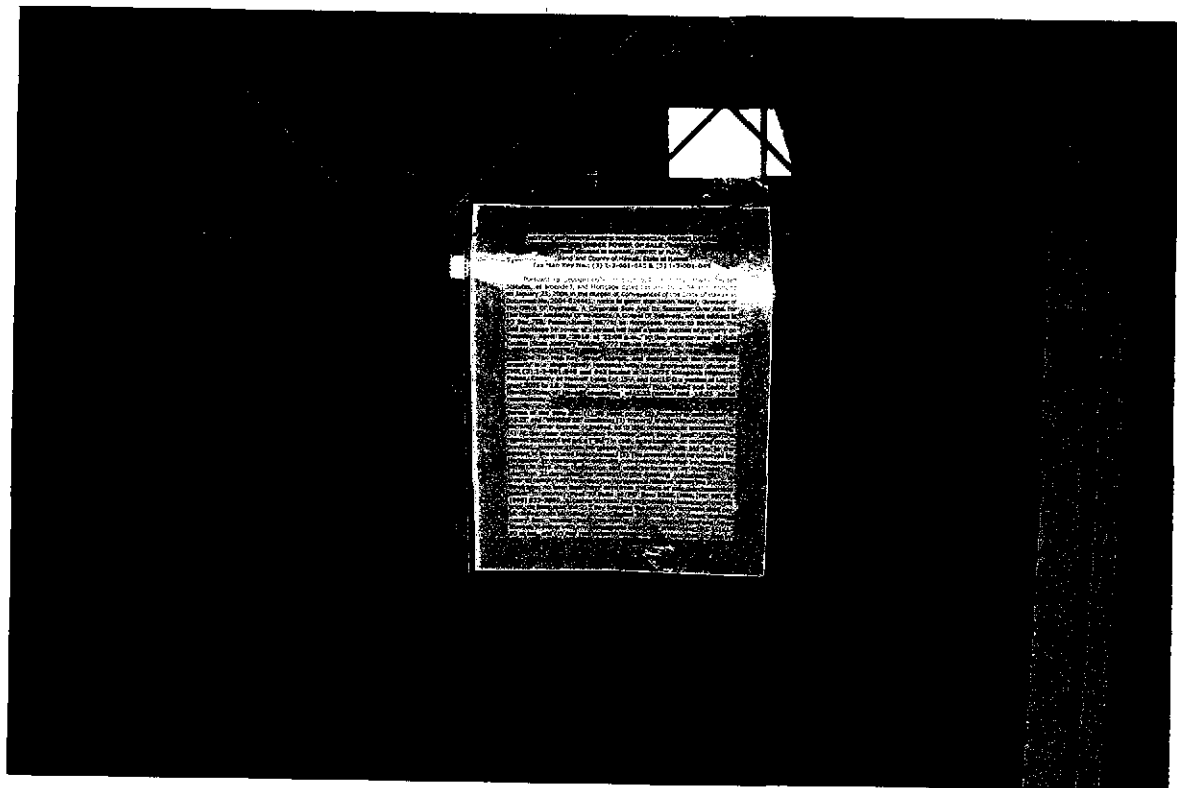
Edwin Tanaka
EDWIN TANAKA

Doc. Date: <u>03-22-10</u> # Pages: <u>3</u>	
Notary Name: <u>Lorraine C. Hubbard</u>	
<u>Third</u> Circuit	
Doc. Description:	
<u>Affidavit of Posting</u>	
<u>Lorraine C. Hubbard</u>	<u>3-23-10</u>
Notary Signature	Date

Notary Public, State of Hawaii
My commission expires: 12-07-2011

Subscribed and sworn to before me this 23rd day of March, 2010.





**NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE
UNDER POWER OF SALE**

Real situated at Kamaili, District of Puna,
Island and County of Hawaii, State of Hawaii

Tax Map Key No.: (3) 1-3-001-043 & (3) 1-3-001-049

Pursuant to Sections 667-5 through 667-10 of the Hawaii Revised Statutes, as amended, and Mortgage dated January 15, 2004 and recorded on January 23, 2004 in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, notice is given that Jason Hester, Overseer of The Office Of Overseer, A Corporate Sole And Its Successor Over And For The Popular Assembly Of Revitalize, A Gospel Of Believers, whose address is PO Box 758, Pahoa, Hawaii 96778, as Mortgagee intends to foreclose the said mortgage by power of sale and will hold a public auction of property on **Tuesday, April 20, 2010 at 12:00 p.m.**, at the entrance area of Hale Kaulike (State Judiciary Building) 777 Kilauea Avenue, Hilo, Hawaii.

The Tax Map Key, street address, and description of the mortgaged property is a single family residence with other improvements shown as **TMK (3) 1-3-001:049 and 043** located at **13-3775 Kalapana Highway, Pahoa, County of Hawaii** being Lot 15-A and Lot 15-D a portion of Lot 15 grant 5005 to J.E. Elderts Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii **consisting of 1.32 acres and 16.55 acres respectively.**

Terms of the Sale are: (1) No upset price; (2) Property is sold strictly in "AS IS" and **"WHERE IS"** condition; (3) Property is sold without covenant or warranty, either express or implied, as to title, possession or encumbrances; (4) At the close of the auction Purchaser shall pay at least 10% of the highest successful bid price ("Bid") in cash, or by cashier's or certified check; provided, however, that Mortgagee may submit a credit bid up to the amount of the secured indebtedness; (5) The property shall be conveyed by Mortgagee by mortgagee's quitclaim conveyance, provided by Mortgagee, within 30 days after the auction and upon performance by Purchaser, no later than 21 days after the auction, of the following obligations: (a) In order to comply with recording the Mortgagee's Affidavit within the statutory timeframe, no later than thirty days from the date of sale, purchaser shall deliver to attorney **Paul J. Sulla at PO Box 5258, Hilo, HI 96720, (808) 933-3600**, a cashier's check for the remaining balance of the bid price, no later than the 21st day following the sale; (b) Purchaser shall pay all closing costs including, but not limited to: costs of document drafting, notary fees, consent fees, conveyance tax, recordation fees and other charges, together with any assessments which may arise under HRS §514A-90 et seq. and (c) Any real property taxes and lease rents shall be paid by

Purchaser and not be prorated; (6) The availability of title or other insurance shall not be a condition of the sale, and the Purchaser shall be responsible for obtaining a certificate of title and title insurance, if so desired; (7) The obligation for taxes, lease/ground rent, common expenses and similar charges shall be the responsibility of the purchaser; (8) the Purchaser shall not take occupancy prior to quitclaim conveyance, and responsibility of securing possession of the property as of the quitclaim conveyance shall be with the Purchaser; (9) Time is of the essence in this transaction and any delay in performance by Purchaser which prevents the closing from occurring within 30 days after the auction shall cause Mortgagee to sustain damages in amounts which will be difficult to ascertain. In the event the sale does not close because of any delay in performance by the Purchaser as herein stated, the 10% down payment may be retained by Mortgagee as liquidation damages and not as a penalty; (10) By submitting the Bid, Purchaser acknowledges reading the terms and conditions set forth in this notice and agrees to be bound thereby and sign a written acceptance of all terms herein; and (11) This sale may be postponed from time to time by public announcement made by Mortgagee or someone acting on Mortgagee's behalf.

Inquiries or a request for a copy of the acknowledgement referenced in (10) above may be obtained by contacting Paul J. Sulla, Esq., P.O. Box 5258, Hilo, HI 96720 telephone 808 933-3600; fax 808 933-3601.

EXHIBIT "9"

AFFIDAVIT OF PUBLICATION

State of Hawaii)

) SS:

County of Hawaii)

LEILANI K. R. HIGAKI

, being first

duly sworn, deposes and says:

1. That she is the BUSINESS MANAGER of
HAWAII TRIBUNE-HERALD, a
newspaper published in the City of HILO,
State of Hawaii.

2. That the " NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE...
Tax Map Key No.: (3) 1-3-001-043 & (3) 1-3-001-049...etc.,

"

of which a clipping from the newspaper as published is attached hereto, was pub-
lished in said newspaper on the following date(s) _____

March 20, 27; April 2, 2010, (etc.).

16104r1

Leilani K R Higaki

Subscribed and sworn to before me

this 12th day of April, 2010.

Sharon H. P. Ogata

SHARON H. P. OGATA

Notary Public, Third Circuit, State of Hawaii

My commission expires October 1, 2012

Page(s): 1

**NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE
UNDER POWER OF SALE**

Real situated at Kapa'ali, District of Puna,
Island and County of Hawaii, State of Hawaii

Tax Map Key No.: (3) 1-3-001-043 & (3) 1-3-001-049

Pursuant to Sections 667-5 through 667-10 of the Hawaii Revised Statutes, as amended, and Mortgage dated January 15, 2004 and recorded on January 23, 2004 in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, notice is given that Jason Hester, Overseer of The Office Of Overseer, A Corporate Sole And Its Successor Over And For The Popular Assembly Of Revitalize, A Gospel Of Believers, whose address is PO Box 758, Pahoa, Hawaii 96778, as Mortgagee intends to foreclose the said mortgage by power of sale and will hold a public auction of property on **Tuesday, April 20, 2010 at 12:00 p.m.**, at the entrance area of Hale Kaulika (State Judiciary Building) 777 Kilauea Avenue, Hilo, Hawaii.

The Tax Map Key, street address, and description of the mortgaged property is a single family residence with other improvements shown as **TMK (3) 1-3-001-049 and 043** located at **13-3775 Kalapana Highway, Pahoa, County of Hawaii** being Lot 15-A and Lot 15-D a portion of Lot 15 grant 5005 to J.E. Elderts Kamalii Homesteads, Puna, Island and County of Hawaii, State of Hawaii **consisting of 1.32 acres and 18.55 acres respectively.**

Terms of the Sale are: (1) No upset price; (2) Property is sold strictly in **"AS IS"** and **"WHERE IS"** condition; (3) Property is sold without covenant or warranty, either express or implied, as to title, possession or encumbrances; (4) At the close of the auction Purchaser shall pay at least 10% of the highest successful bid price ("Bid") in cash, or by cashier's or certified check; provided, however, that Mortgagee may submit a credit bid up to the amount of the secured indebtedness; (5) The property shall be conveyed by Mortgagee by mortgagee's quitclaim conveyance, provided by Purchaser, no later than 30 days after the auction, and upon performance by Purchaser, to comply with recording the Mortgagee's Affidavit within the statutory timeframe, no later than thirty days from the date of sale, purchaser shall deliver to attorney **Paul J. Sulla at PO Box 5258, Hilo, HI 96720, (808) 933-3600**, a cashier's check for the remaining balance of the bid price, no later than the 21st day following the sale; (b) Purchaser shall pay all closing costs including, but not limited to: costs of document drafting, notary fees, consent fees, conveyance tax, recordation fees and other charges, together with any assessments which may arise under HRS §514A-90 et seq. and (c) Any real property taxes and lease rents shall be paid by Purchaser and not be prorated; (6) The availability of title or other insurance shall not be a condition of the sale, and the Purchaser shall be responsible for obtaining a certificate of title and title insurance, if so desired; (7) The obligation for taxes, lease/ground rent, common expenses and similar charges shall be the responsibility of the purchaser; (8) the Purchaser shall not take occupancy prior to quitclaim conveyance, and responsibility of securing possession of the property as of the quitclaim conveyance shall be with the Purchaser; (9) Time is of the essence in this transaction and any delay in performance by Purchaser which prevents the closing from occurring within 30 days after the auction shall cause Mortgagee to sustain damages in amounts which will be difficult to ascertain. In the event the sale does not close because of any delay in performance by the Purchaser as herein stated, the 10% down payment may be retained by Mortgagee as liquidation damages and not as a penalty; (10) By submitting the Bid, Purchaser acknowledges reading the terms and conditions set forth in this notice and agrees to be bound thereby and sign a written acceptance of all terms herein; and (11) This sale may be postponed from time to time by public announcement made by Mortgagee or someone acting on Mortgagee's behalf.

Inquiries or a request for a copy of the acknowledgement referenced in (10) above may be obtained by contacting Paul J. Sulla, Esq., P.O. Box 5258, Hilo, HI 96720 telephone 808 933-3600; fax 808 933-3601.

(16104r Hawaii Tribune-Herald: March 20, 27; April 2, 2010)

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nicole Ann Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-591 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 23, 2004 08:01 AM
Doc No(s) 2004-014440



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$550.00

20 3/4 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP () TO:

The Royal Bloodline of David

P.O. Box 1739

Newport, Washington 99156

ITC

ESCROW NO.: 302-00225945-BJI
Brenda Ioane

THIS DOCUMENT CONTAINS 7 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: LORAN LEE, also known as C. Loran Lee, single, whose mailing address
is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

GRANTEE: THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit
corporation, whose mailing address is P. O. Box 1739, Newport,
Washington 99156

TAX MAP KEY (3) 1-3-001:049 and :043

PKK/ITC2003.DED/11-6-03

EXHIBIT **Exhibit 17.**

Exhibits pg. 228

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington 99156, hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the Third Taxation Division, State of Hawaii, as Tax Map Key 1-3-001:049 and :043, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the encumbrances noted therein.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same unto the Grantee, and the Grantee's successors and assigns, in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assessments for real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

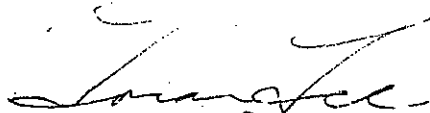
AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty or representation, express or implied, as to condition or fitness for any purpose whatsoever, the Grantee hereby agreeing, acknowledging and affirming to the Grantor that the Grantee has had full opportunity to inspect the premises and accept the same "AS IS", as provided

for in the sales contract and any and all addenda thereto. The terms of said "AS IS" provisions are incorporated herein by reference and shall survive closing.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations or partnerships, and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

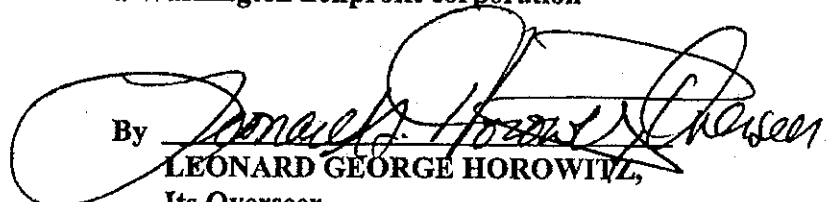
The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this 15th day of JANUARY, 2004. 4024105222 bnp


LORAN LEE A.K.A C. LORAN LEE

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

By 
LEONARD GEORGE HOROWITZ,
Its Overseer

BY _____
11-7-03

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. BR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHRIAHLULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to Loran Lee, single, by Deed dated November 3, 2000, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-189329.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to Loran Lee, by Deed dated November 23, 1999, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2000-030528.

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT A

Exhibits pg. 232

BUREAU OF CONVEYANCES
 STATE OF HAWAII
 JAN 11 2000

40017
QUITCLAIM DEED



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

July 11, 2012 1:00 PM

Doc No(s) A-45750676



1 2 / 2
B-32091676

CGG

/s/ NICKI ANN THOMPSON
REGISTRAR

Conveyance Tax: \$0.00

4
FILED FOR RECORD AT REQUEST OF Leonard G. Horowitz
WHEN RECORDED RETURN TO:
Leonard G. Horowitz
13-3775 Kalapana Highway
Pahoa, HI 96778

THE GRANTOR, THE ROYAL BLOODLINE OF DAVID, a Washington State Corporation Sole (non-profit ministry), represented by the "Body Corporate," Leonard G. Horowitz, Presiding Patriarch and Overseer for THE ROYAL BLOODLINE OF DAVID; for and in consideration of One Dollar, Love and faith, conveys and Quitclaims to the GRANTEEES, Leonard G. Horowitz and Sherri Kane, residents at 13-3775 Kalapana Highway, Pahoa, HI 96778, the following described real estate, situated at 13-3775 Kalapana Highway, Pahoa, HI 96778, in the County of Hawaii, State of Hawaii, together with all after acquired title of the Grantor(s) therein (as per): Tax Parcel Numbers: 1-3-1-43 and 1-3-1-49, Island and County of Hawaii, Area Assessed: 1.320 acres and 16.550 acres, respectively, more or less. (As per Warranty Deed filed 1-23-04, between LORAN LEE Grantor and THE ROYAL BLOODLINE OF DAVID, Grantee, Exhibit A.)

DATED: June 28, 2012
THE ROYAL BLOODLINE OF DAVID
By: Leonard G. Horowitz, Overseer

The Royal Bloodline of David
By Leonard G. Horowitz, Overseer
Grantor, THE ROYAL BLOODLINE OF DAVID
By: Leonard G. Horowitz, Overseer

DATED: June 28, 2012
Leonard G. Horowitz and Sherri Kane

Leonard G. Horowitz
Sherri Kane
Grantees, Leonard G. Horowitz and Sherri Kane

State of Hawaii }
City and County of Honolulu } ss
}

On this day personally appeared before me Leonard G. Horowitz, the body corporate and Presiding Patriarch of THE ROYAL BLOODLINE OF DAVID, a non-profit corporation sole, Grantor(s), and Sherri Kane, Co-Grantee with the person of Leonard G. Horowitz, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2012.

Joanne M.L. Chun
NOTARY PUBLIC in and for the State of Hawaii
Residing at Honolulu, Hawaii
My commission expires 05-09-2016
Joanne M.L. Chun

Doc. Date: 6-28-12 # Pages: 11
Joanne M.L. Chun First Circuit
Doc. Description: Quitclaim Deed
Tax Parcel # 1-3-1-43
1-3-1-49 Exhibits pg. 233
Joanne M.L. Chun 7-9-12
Notary Signature Date
NOTARY CERTIFICATION

11
Exhibit 18

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated _____, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. _____.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

- | | | | | |
|----|------|---------|--------|--|
| 1. | 307° | 30' | 212.10 | feet along Lot 15-B; |
| 2. | 37° | 30' | 235.90 | feet along same; |
| 3. | 114° | 43' 30" | 235.14 | feet along Grant 4330 to C. L. Wright; |
| 4. | 220° | 59' 30" | 261.10 | feet along easterly side of old (abandoned) Pahoa-Kalapana Road; |

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

- | | | | | |
|----|------|---------|-------|---|
| 5. | 220° | 15' 30" | 27.31 | feet along same to the point of beginning and containing an area of 1.32 acres, more or less. |
|----|------|---------|-------|---|

Being the land conveyed to Loran Lee, by Deed dated November 23, 1999, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2000-030528)

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nicki Ann Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-758 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
MAY 11, 2010 12:00 PM
Doc No(s) 2010-084623



20 1/2 212

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$175.00

After Recordation, Return by Mail (X) Pickup () To:

Paul J. Sulla, Jr.
P. O. Box 5250
Hilo, HI 96720

Tax Map Key (3) 1-3-001:049 & 043

TOTAL PAGES 7

QUITCLAIM DEED

THIS INDENTURE, made this 3rd day of May,
2010, by and between THE OFFICE OF OVERSEER, A CORPORATE SOLE
AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole, as foreclosing
mortgagee, whose address is 13-811 Malama Street, Pahoa, HI
96778, (hereafter referred to as the "Grantor") and THE OFFICE
OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE
POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a
Hawaiian Corporation Sole, whose address is 13-811 Malama
Street, Pahoa, HI 96778, (hereafter referred to as the
"Grantee").

W I T N E S S E T H

THAT WHEREAS, THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation by Leonard George Horowitz individually and as Overseer (hereinafter referred to as the "Borrower/Mortgagor") executed a certain Promissory Note and Mortgage dated January 15, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, / with LORAN LEE a/k/a C. LORAN LEE, as the original Mortgagee; and

WHEREAS, LORAN LEE a/k/a C. LORAN LEE assigned that certain Mortgage to THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole by ASSIGNMENT OF MORTGAGE dated May 15, 2009 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-136885 / with LORAN LEE a/k/a C. LORAN LEE, as the original OVERSEER;

WHEREAS, LORAN LEE a/k/a CECIL LORAN LEE died on June 29, 2009 and JASON HESTOR of Pahoa, HI 96778 became the succeeding incumbent OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole;

WHEREAS, the term of the Promissory Note currently held by Grantor, as foreclosing mortgagee expired on January 15, 2009; the entire remaining unpaid principal balance became due and

payable; and the Borrower/Mortgagor has defaulted on the repayment of the Promissory Note and Mortgage; and

WHEREAS, pursuant to Grantor's foreclosure rights under power of sale as provided in Sections 667-5 through 667-10, Hawaii Revised Statutes, and that aforesaid Mortgage dated January 15, 2004, and in accordance with the terms of the MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE, the Grantor herein duly held a sale by public auction on April 20, 2010 and the property hereinafter described was offered for sale, and wherein THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS was the purchaser of said property for the sum of \$175,000.00. Said auction being evidenced by MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE recorded herewith.

NOW, THEREFORE, Grantor, as foreclosing mortgagee under power of sale, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby release, remise, quitclaim, transfer and convey all of that certain real property described in Exhibit "A" attached hereto and made a part hereof, unto Grantee, as TENANT IN SEVERALTY; And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

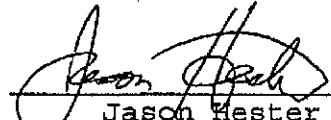
The Grantor makes no warranties or covenants with respect to this conveyance. The property is sold strictly "AS IS" and "WHERE IS" without covenant or warranty, express or implied, as to title, possession or encumbrances.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

IN WITNESS WHEREOF, the undersigned executed these presents
on the day and year first above written.

THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSOR
OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF BELIEVERS

By


Jason Hester
Its: Overseer

"Grantor"


STATE OF HAWAII)

SS.

COUNTY OF HAWAII)

On this 3 day of May, 2010, before me appeared Jason
Hester, to me personally known, who, being by me duly sworn, did
say that he is the OVERSEER of THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY
OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii Corporation Sole
and that said QUITCLAIM DEED dated May 3 2010 consisting of 7
pages was signed in the Third Circuit of Hawaii on behalf of
said corporation by authority of its OVERSEER, and he
acknowledges said instrument to be the free act and deed of said
Corporation Sole.

Doc. Date: 5/3/2010 # Pages: 7
Notary Name: Carol L. Silva Third Circuit
Doc. Description: Quitclaim Deed
Office of Overseer 7M41-3114943
Carol L. Silva 5/3/2010
Notary Signature Date
NOTARY CERTIFICATION


Notary Public, State of Hawaii
Print Name: Carol L. Silva

My commission expires: 10/12/2012

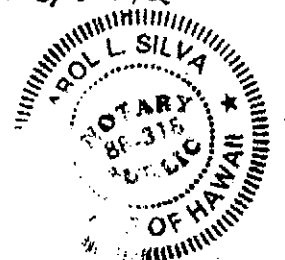


EXHIBIT A

ITEM I:

LOT 15-D

A. Portion of Lot 15

Grant 5005 to J. B. Elderts

Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 142° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-0144, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-0144.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. B. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamali Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEHEKIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 foot radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-61444 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-61444

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nicki Ann Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-883 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUN 14, 2011 11:00 AM
Doc No(s) 2011-093772



20 1/2 Z1

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$220.00

Kh
After Recordation, Return by Mail (X) Pickup () To:

Paul J. Sulla, Jr.
P. O. Box 5250
Hilo, HI 96720

Tax Map Key (3) 1-3-001:049 & 043

TOTAL PAGES 5

QUITCLAIM DEED

THIS INDENTURE, made this 9th day of June,
2011, by and between THE OFFICE OF OVERSEER, A CORPORATE SOLE
AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A
GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole, whose address
is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred
to as the "Grantor"), for and in consideration of the sum of TEN
DOLLARS (\$10.00) and other valuable consideration paid to
Grantor by JASON HESTER, an individual whose address is PO Box
758 Pahoa, HI 96778 (hereafter referred to as the "Grantee"),
the receipt of which is hereby acknowledged, does hereby

release, remise, quitclaim, transfer and convey all of that certain real property described on the tax maps of the Third Taxation Division, State of Hawaii, as **Tax Map Key (3) 1-3-001-043 & 1-2-001-049** in the interests noted above, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the encumbrances noted therein

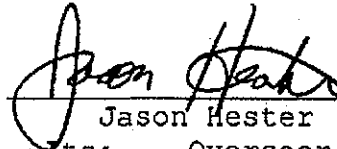
TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

IN WITNESS WHEREOF, the undersigned executed these presents
on the day and year first above written.

THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSOR
OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF BELIEVERS

By


Jason Hester
Its: Overseer

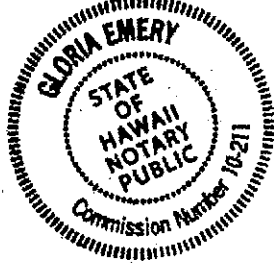
"Grantor"

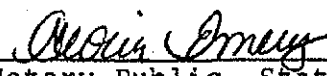
STATE OF HAWAII)

) SS.

COUNTY OF HAWAII)

On this 9th day of June, 2011, before me appeared Jason
Hester, to me personally known, who, being by me duly sworn, did
say that he is the OVERSEER of THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY
OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii Corporation Sole
and that on behalf of said corporation by authority of its
OVERSEER, he acknowledges said instrument to be the free act and
deed of said Corporation Sole.




Notary Public, State of Hawaii
Print Name: Gloria Emery

My commission expires: July 18, 2014

Doc. Date: 6/9/11 3rd Circuit
Pages: 5
Doc. Description: Quitclaim Deed

x  6/9/11
GLORIA EMERY, Notary Public Date

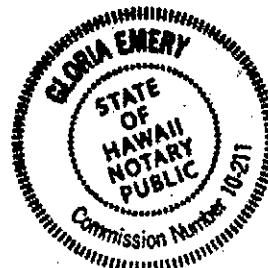


EXHIBIT A

ITEM I:

LOT 15-D

A. Portion of Lot 15

Grant 5005 to J. E. Elderts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHERIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 142° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHKIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01444

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X



R-884

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JUN 14, 2011

11:00 AM

Doc No(s) 2011-093773

/s/ NICKI ANN THOMPSON
REGISTRAR

20 21/2 21

Land Court System

Regular System

After Recordation, Return by Mail (X) Pickup () To:

Jason Hester
PO Box 758
Pahoa, HI 96778

20995

TAX MAP KEY: Hawaii (3) 1-3-001:043 & 043

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES:

(A) "Mortgage." This document, which is dated June 9th, 2011, will be called the "Mortgage."

(B) "Borrower." Jason Hester, an individual, whose address is P. O. Box 758, Pahoa, Hawaii 96778, County of Hawaii will sometimes be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." PAUL J. SULLA JR. AAL, A LAW CORPORATION, a Hawaii corporation, whose address is PO BOX 5258, Hilo, Hawaii 96720, will sometimes be called "Lender" or sometimes simply "you" or "your."

(D) "Note." The Mortgage Loan Note, signed by Borrower and dated June 9, 2011 will be called the "Note." The

Note shows that I owe Lender **FIFTY THOUSAND DOLLARS (\$50,000.00)** plus interest, which I have promised to repay according to the terms set out in the Note.

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

BORROWER'S MORTGAGE AND TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant a security interest in and convey the Property to you subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property and security interests in personal property. I am giving you these rights to protect you from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe you as stated in the Note;

(B) Pay, with interest, any amounts that you spend under this Mortgage, to protect the value of the Property and your rights in the Property;

(C) Keep all of my other promises and agreements under the Note or this Mortgage.

DESCRIPTION OF THE PROPERTY

Lender's rights apply to the following Property:

(A) The property is located at 13-3775 Pahoa-Kalapana Road, Kalapana, Hawaii TMK (3) 1-3-001-049 & (3) 1-3-001-043. The full legal description of this property is contained in Exhibit "A" which is attached at the end of this Mortgage;

(B) All buildings and other improvements that are located on the property described in Paragraph (A) of this section;

(C) All rights in other property that I have as owner of the property described in Paragraph (A) of this section. These

rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in Paragraph (A) of this section;

(J) All of the amounts that I pay to Lender under Paragraph 2 below; and

(K) Any voting rights I have as owner of the Property.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that:

- (A) I lawfully own the Property;
- (B) I have the right to mortgage, grant and convey the Property to Lender;
- (C) there are no outstanding claims or charges against the Property except for the claims and charges against the Property listed in Exhibit "A" attached to the end of this Mortgage.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which you suffer because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of those rights.

BORROWER'S PROMISES AND AGREEMENT

I promise and I agree with you as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATION.

I will promptly pay you or anyone you name principal, interest and any late charges as stated in the Note.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note in the following order and for the following purposes:

- (A) First, to pay interest then due under the Note;
- (B) Next, to pay principal then due under the Note; and
- (C) Next, to pay interest and amounts paid by Lender under paragraph 6 below.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY.

I will pay when they are due all taxes, assessments, and any other charges and fines that may be imposed on the Property. I will also make payments due under my lease if I am a tenant on the Property and I will pay lease rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property.

Condominium and PUD Assessments.

If the Property includes an apartment unit in a Condominium Project or in a PUD, I will promptly pay, when they are due, all assessments imposed by the owners' association or other organization that governs the Condominium Project or PUD. The association or organization will be called the "Owners' Association."

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY.

(A) Generally.

I will obtain hazard insurance, if possible, to cover all buildings and other improvements that now are or in the future will be located on the Property. If possible, the insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. It is possible that the insurance policy will have provisions that may limit the insurance company's obligation to pay claims if the amount of coverage is too low. Those provisions are known as "co-insurance requirements." Lender may not require me to obtain an amount of coverage, if possible that is more than the larger of the following two amounts: either (i) the amount that I owe to Lender under the Note and under this Mortgage; or (ii) the amount necessary to satisfy the co-insurance requirements.

If I can get a policy, I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due.

If I get a policy, I will pay the premiums on the insurance policies either by making payments to Lender, as described in Paragraph 2 above, or by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." If the Property is used as a "residence" (for example, it is my home), then I have the right to decide whether the proceeds will be used to repair, restore or rebuild a residence on the Property or whether the proceeds will be used to reduce the amount that I owe you under the Note. In all other cases, Lender

will have the right to determine whether the proceeds are to be used to repair, restore or rebuild the Property or to reduce the amount I owe under the Note.

If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount which I owe to Lender under the Note, that use will not delay the due date but shall change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above.

If Lender acquires the Property under Paragraph 17 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage immediately before the Property is acquired by Lender or sold.

(B) Agreements that Apply to Condominiums and PUD's.

(i) If the Property includes an apartment unit in a Condominium Project, the Owners' Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." If the master policy insures my apartment unit as well as the common elements of the Condominium Project, so long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; (b) I will not be required to include an amount for hazard insurance premiums in my monthly payment of Funds to Lender

under Paragraph 2 above; and (c) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, bylaws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect the terms of (a), (b) and (c) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. If the Property includes a unit in a PUD, it is possible that proceeds will be paid to me instead of being used to repair or to restore the common areas or facilities of the PUD. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASES AND MORTGAGES AND AGREEMENTS ABOUT LEASES, CONDOMINIUMS AND PUD'S.

(A) Agreements about Maintaining the Property.

I will keep the Property in good repair. I will not destroy damage or change the Property, and I will not allow the Property to deteriorate.

(B) Agreements About Keeping Promises in Leases and Mortgages.

I will fulfill my obligations under any lease which is part of the Property. I will not change or agree to any change in any Lease which is a part of the Property. I will fulfill my obligations in any Mortgage on the Property listed on Exhibit "A" at the end of this Mortgage. I will not change or agree to any change in any such Mortgage.

(C) Agreements that Apply to Leases and Preventing Rejection or Termination of Leases in Bankruptcy Cases.

If (i) the Property includes, or is under, covered, or affected by and leases (the "Property Leases"), (ii) I, or anyone else with rights to and/or obligations under any Property Leases, including, but not limited to, lessors, lessees, sublessors, and sublessees, become a debtor in a voluntary or involuntary bankruptcy case, and (iii) an order for relief is issued pursuant to the bankruptcy laws, then I will take the actions necessary to prevent the Property Leases (a) from being rejected by me, any bankruptcy trustee or any other person pursuant to the bankruptcy laws, or (b) from being terminated in any manner. I will take such actions within five (5) days from the date of filing of the order for relief. The bankruptcy laws include, but are not limited to, Section 365 of Title 11 of the provisions of the United States Code, which is often referred to as Bankruptcy Code Section 365, as it may be amended from time to time.

I now appoint you as my attorney-in-fact to do whatever you, as Lender, believe is necessary to protect your interests in the Property and to prevent the rejection or termination of the Property Leases under the bankruptcy laws. This means that I now give you the right, in my place and name, or in your own name, to do whatever you believe is necessary to protect your interests in the Property. You have no obligation or responsibility to look out for or take care of my interests. You may, but you do not have to, take any actions to prevent the Property Leases from being rejected or terminated pursuant to the bankruptcy laws. Those actions include, but are not limited to, the following:

(I) The filing of any instruments, documents and pleadings with the court to assume and/or assign the Property Leases; and

(II) The filing of a notice of election to remain in possession of leased real property if my lessor becomes a debtor in a bankruptcy case and rejects my lease.

Your having the right to take such actions will not prevent me, on my own, from taking any actions to protect my interests and the Property Leases.

(D) Agreements that Apply to Condominiums and PUD's.

If the Property is a unit in a Condominium Project or in a PUD, I will fulfill all of my obligations under the declaration, bylaws, regulations and other documents that create or govern the Condominium Project or PUD. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(1) The abandonment or termination of the Condominium Project or PUD, unless, in the case of a condominium, the abandonment or termination is required by law;

(2) Any change to the declaration, bylaws or regulations of the Owners' Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project or PUD, including, for example, a change in the percentage of ownership rights, held by unit owners, in the Condominium Project or in the common areas or facilities of the PUD;

(3) A decision by the Owners' Association to terminate professional management and to begin self-management of the Condominium Project or PUD; and

(4) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the PUD. (However, this provision does not apply to the transfer by the Owners' Association of rights to use those common areas and facilities for utilities and other similar or related purposes.)

6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever Lender believes is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example,

appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender need not give me notice before taking any of these actions.

I will pay to Lender any amounts which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, I will pay interest on the amounts spent by Lender under this Paragraph 6 at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

7. LENDER'S RIGHT TO INSPECT THE PROPERTY.

Lender, and others authorized by Lender may, upon reasonable notice, enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times.

8. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY.

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (a) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (b) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages,

then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

Condemnation of Common Areas of PUD.

If the Property includes a unit in a PUD, the promises and agreements in this Paragraph 8 will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.

9. CONTINUATION OF BORROWER'S OBLIGATIONS

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the payments of principal and interest due under this Note or under this Mortgage.

Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the conditions stated in paragraph 16 below have been met.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligation under the Note or under this Mortgage, even if Lender is requested to do so.

10. CONTINUATION OF LENDER'S RIGHTS.

Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future.

11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS.

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

12. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS.

Subject to the terms of paragraph 16 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements in this Mortgage.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then:

(a) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (b) that person is not personally obligated to make payments or to act under the Note.

13. CAPTIONS.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

14. AGREEMENTS ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE.

Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in Paragraph

(B) of the section above titled "Words Used Often In This Document and Parties and their Addresses." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in Paragraph (C) of the section above titled "words Used Often In This Document and Parties and Their Addresses." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14.

15. LAW THAT GOVERNS THIS MORTGAGE.

The law of the State of Hawaii will govern this Mortgage. If any term of this Mortgage or of the Note conflicts with that law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term.

This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

16. AGREEMENTS ABOUT ASSUMPTION OF THIS MORTGAGE AND ABOUT LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY WITHOUT MEETING CERTAIN CONDITIONS.

If I sell or transfer all or part of the Property or any rights in the Property, any person to whom I sell or transfer the Property may take over all of my rights and obligations under this mortgage (known as an "assumption of the Mortgage") if:

- (A) I give Lender notice of the sale or transfer;
- (B) Lender agrees that the person's credit is satisfactory and consents to the assumption, which consent shall not unreasonably be withheld;
- (C) the person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at the rate set forth in the Note; and
- (D) the person signs an assumption agreement that is acceptable to Lender and that obligates the person to

keep all of the promises and agreements made in the Note and in this Mortgage.

I understand that even if I sell or transfer the Property and each of the conditions in (A), (B), (C) and (D) of this paragraph 16 are satisfied, Lender will still hold me to all of my obligations under the Note and under this Mortgage if the person assuming does not perform.

However, if I sell or transfer the Property and the conditions in (A), (B), (C) and (D) of this paragraph 16 are not satisfied, I will still be fully obligated under the Note and under this Mortgage and Lender may require Immediate Payment In Full, as that phrase is defined in paragraph 17 below. However, Lender will not have the right to require Immediate Payment In Full as a result of any of the following:

- (i) the creation of liens or other claims against the Property that are inferior to this Mortgage and the Lender consents in writing to their creation (Lender will not withhold its consent unreasonably);
- (ii) a transfer of rights in household appliances, to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses;
- (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; or
- (iv) leasing the Property for a term of one year or less, as long as the lease does not include an option to buy.

If Lender requires Immediate Payment In Full under this paragraph 16, Lender will send me a notice, in the manner described in paragraph 14 above, which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered. If I do not make the required payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under paragraph 17 below without giving me any further notice or demand for payment. (See paragraph 17 for a definition of "foreclosure and sale.")

17. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES
AND AGREEMENTS.

If the conditions in subparagraph (D) or all of the conditions stated in subparagraphs (A), (B), and (C) of this paragraph 17 are satisfied, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment In Full."

If Lender requires Immediate Payment In Full, Lender may, at your sole option, either: (a) exercise a Power of Sale pursuant to HRS §667-5 or Part II HRS §667-21 et. seq. and/or (b) bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. This is known as "foreclosure and sale." The Lender may be a buyer of the property at any foreclosure sale. The monies received from the foreclosure sale will be applied, first to pay the costs and expenses of the sale and the court costs and attorney's fees paid by the Lender because of my default; second, to the reimbursement of the Lender for all payments made by the Lender because of the property or because of my failure to keep any promise or agreement contained in this Mortgage; and lastly, to the payment of the balance of the principal and required interest then remaining unpaid. Any monies left over after these payments will be paid to me. If the money received from the foreclosure sale is not enough to make all of these payments, then the Lender will be entitled to recover the deficiency directly from me out of my own money.

Lender may require Immediate Payment In Full under this paragraph 17 only if all of the following conditions are satisfied:

(A) I fail to keep any promise or agreement made in this Mortgage, including the promise to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and

(B) Subject to subparagraph (D) below, Lender sends to me, in the manner described in paragraph 14 above, a notice that states:

- (i) The promise or agreement that I failed to keep;
- (ii) The action that I must take to correct that failure;

(iii) A date by which I must correct the failure. That date must be at least 30 days from the date on which the notice is mailed to me, or, if it is not mailed, from the date on which it is delivered to me;

(iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require Immediate Payment In Full, and Lender or another person may acquire the Property by means of foreclosure and sale;

(C) Subject to subparagraph (D) below, if I do not correct the failure stated in the notice from Lender by the date stated in that notice.

(D) The conditions in subparagraphs (B) and (C) above are subject to the condition that if I have been more than fifteen (15) days late in my installment payments and have received notices as set forth in B above more than three (3) times, then upon the fourth (4th) time I am late, the Lender may foreclose without further notice.

18. TRANSFER OF LENDER'S INTEREST

Lender retains the right to assign Lender's interest in this Mortgage at anytime subject only to preservation of the rights of the Borrower in the Mortgage.

19. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY.

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until I am in default, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If I am in default, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may:

(A) collect the rental payments, including over due rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the

tenants that Lender has the right to collect rental payments directly from them under this Paragraph 18, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 18, will be used first to pay the costs of collecting rental payments and managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees and reasonable attorneys' fees. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

20. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL.

When Borrower has paid all amounts due under the Note and this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records.

21. CHANGING THIS MORTGAGE. This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.

22. BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY.

I understand that I can get any insurance required by this Mortgage from any insurance company licensed to sell that insurance in Hawaii, subject to Lender's right to refuse an insurer for cause or reasonable excuse.

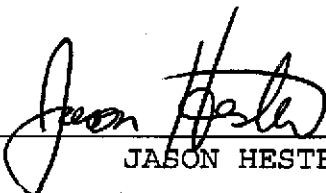
23. FINANCING STATEMENT.

This Mortgage also serves as a financing statement to perfect the Lender's security interest in the Property.

24. BORROWER'S COPY OF THE NOTE AND OF THIS MORTGAGE.

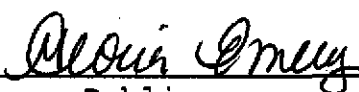
I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

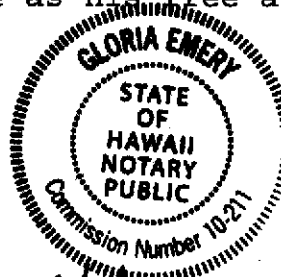
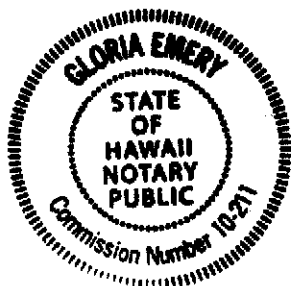
By signing this Mortgage I agree to all of the above.


JASON HESTER

STATE OF HAWAII)
) SS.
COUNTY OF Hawaii)

On this the 9th day of June, 2011, before me personally appeared JASON HESTER to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


Notary Public
My Commission Expires: July 18, 2014
GLORIA EMERY



Doc. Date: 6/9/11 3rd Circuit
Pages: 20
Doc. Description: MORTGAGE
EXHIBIT "A"
x GLORIA EMERY 6/9/11
GLORIA EMERY, Notary Public Date

EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. E. Elderts
Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEHEKIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
 2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
 3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
 5. 40° 59' 30" 275.69 feet along same to a pipe;
 6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-11, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01-11.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamali Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01444, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01444

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT A



R-883

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JUN 14, 2011 11:00 AM

Doc No(s) 2011-093772



20 1/2 Z1

/s/ NICKI ANN THOMPSON
REGISTRAR
CONVEYANCE TAX: \$220.00

Kh
After Recordation, Return by Mail (X) Pickup () To:

Paul J. Sulla, Jr.
P. O. Box 5250
Hilo, HI 96720

Tax Map Key (3) 1-3-001:049 & 043

TOTAL PAGES 5QUITCLAIM DEED

THIS INDENTURE, made this 9th day of June, 2011, by and between **THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS**, a Hawaiian Corporation Sole, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to Grantor by **JASON HESTER**, an individual whose address is PO Box 758 Pahoa, HI 96778 (hereafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, does hereby

release, remise, quitclaim, transfer and convey all of that certain real property described on the tax maps of the Third Taxation Division, State of Hawaii, as **Tax Map Key (3) 1-3-001-043 & 1-2-001-049** in the interests noted above, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the encumbrances noted therein


TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

IN WITNESS WHEREOF, the undersigned executed these presents
on the day and year first above written.

THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSOR
OVER/FOR THE POPULAR ASSEMBLY OF
REVITALIZE, A GOSPEL OF BELIEVERS

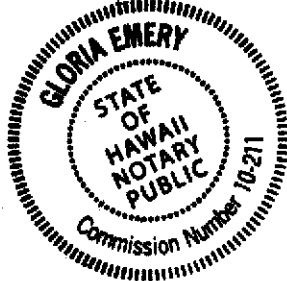
By


Jason Hester
Its: Overseer

"Grantor"

STATE OF HAWAII)
) SS.
COUNTY OF HAWAII)

On this 9th day of June, 2011, before me appeared Jason
Hester, to me personally known, who, being by me duly sworn, did
say that he is the OVERSEER of THE OFFICE OF OVERSEER, A
CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY
OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii Corporation Sole
and that on behalf of said corporation by authority of its
OVERSEER, he acknowledges said instrument to be the free act and
deed of said Corporation Sole.




Notary Public, State of Hawaii
Print Name: Gloria Emery

My commission expires: July 18, 2014

Doc. Date: 6/9/11 3rd Circuit
Pages: 5
Doc. Description: Quitclaim Deed

x  6/9/11
GLORIA EMERY, Notary Public Date

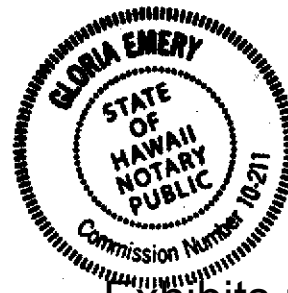


EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. E. Elderts
Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHERIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
 2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
 3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
 5. 40° 59' 30" 275.69 feet along same to a pipe;
 6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01344

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

EXHIBIT "A"

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHKIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT X

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Michael A. Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-592 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 23, 2004 08:01 AM
Doc No(s) 2004-014441



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 4/4 22

4
LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP () TO:

Loran Lee
13-3775 Kalapana Highway
Pahoa, Hawaii 96778

ESCROW NO.: 302-00225945-BJI
Brenda Ioane

THIS DOCUMENT CONTAINS 16 PAGES

TITLE OF DOCUMENT:

MORTGAGE

PARTIES TO DOCUMENT:

LENDER:

LORAN LEE, also known as **C. Loran Lee**, single, whose mailing
address is **13-3775 Kalapana Highway, Pahoa, Hawaii 96778**

BORROWER:

THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit
corporation, whose mailing address is **P. O. Box 1739, Newport,**
Washington 99156

TAX MAP KEY (3) 1-3-001:049 and :043

PKK/ITC2003.MTG/11-6-03

EXHIBIT

"B"

Exhibits pg. 273

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES

(A) "Mortgage." This document, which is dated JANUARY 15, 2003^{2017, 05} will be ^{by} called the "Mortgage."

(B) "Borrower." **THE ROYAL BLOODLINE OF DAVID**, a Washington nonprofit corporation, whose mailing address is **P. O. Box 1739, Newport, Washington 99156**, will sometimes be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender." **LORAN LEE**, also known as **C. Loran Lee**, single, whose mailing address is **13-3775 Kalapana Highway, Pahoa, Hawaii 96778**, will sometimes be called "Lender" or sometimes simply "you" or "your."

(D) "Note." The Promissory Note, signed by Borrower and dated JANUARY 15th, 2003^{2017, 05} will be called the "Note." Under the Note, Lender agrees to loan Borrower the principal sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**.

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

BORROWER'S MORTGAGE AND TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant a security interest in and convey the Property to you subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property and security interests in personal property. I am giving you these rights to protect you from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe you as stated in the Note;
- (B) Pay, with interest, any amounts that you spend under this Mortgage, to protect the value of the Property and your rights in the Property;
- (C) Keep all of my other promises and agreements under the Note or this Mortgage.

Mortgage. The costs of managing the Property may include the receiver's fees and reasonable attorneys' fees. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

18. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL. When Borrower has paid all amounts due under the Note and this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records.

19. CHANGING THIS MORTGAGE. This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.

20. BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY. I understand that I can get any insurance required by this Mortgage from any insurance company licensed to sell that insurance in Hawaii, subject to Lender's right to refuse an insurer for cause or reasonable excuse.

21. FINANCING STATEMENT. This Mortgage also serves as a financing statement to perfect the Lender's security interest in the Property.

By signing this Mortgage I agree to all of the above.

**THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation**

By 

LEONARD GEORGE HOROWITZ

Its Overseer

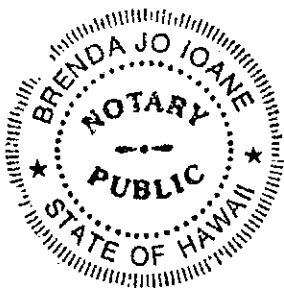
APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

BY _____

11-7-03

STATE OF WASHINGTON Hawaii)
COUNTY OF Hawaii) ss.

On this 15 day of January, 2004, before me personally appeared
LEONARD GEORGE HOROWITZ, Individually and the Overseer of **THE ROYAL
BLOODLINE OF DAVID**, a Washington nonprofit corporation, to me known (or proved to me
on the basis of satisfactory evidence) to be the person described in and who executed the foregoing
instrument, and acknowledged to me that he executed the same as his free act and deed.



Brenda Jo Ioane
Name: Brenda Jo Ioane
Notary Public, State of ~~Washington~~ Hawaii
My commission expires: 11/17/04

EXHIBIT A

ITEM I:

LOT 15-D
A Portion of Lot 15
Grant 5005 to J. E. Elderts
Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01446

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004 01/14/06, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004 01/14/06

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.
3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT A

Exhibits pg. 278

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nicole Ann Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-591 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 23, 2004 08:01 AM
Doc No(s) 2004-014440



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$550.00

20 3/4 Z2

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP () TO:

The Royal Bloodline of David

P.O. Box 1739

Newport, Washington 99156

ITC

ESCROW NO.: 302-00225945-BJI
Brenda Ioane

THIS DOCUMENT CONTAINS 7 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: LORAN LEE, also known as C. Loran Lee, single, whose mailing address
is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

GRANTEE: THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit
corporation, whose mailing address is P. O. Box 1739, Newport,
Washington 99156

TAX MAP KEY (3) 1-3-001:049 and :043

PKK/ITC2003.DED/11-6-03

EXHIBIT

"A"

Exhibits pg. 279

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington 99156, hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the Third Taxation Division, State of Hawaii, as Tax Map Key 1-3-001:049 and :043, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the encumbrances noted therein.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same unto the Grantee, and the Grantee's successors and assigns, in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assessments for real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

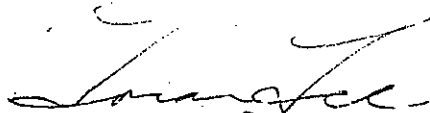
AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty or representation, express or implied, as to condition or fitness for any purpose whatsoever, the Grantee hereby agreeing, acknowledging and affirming to the Grantor that the Grantee has had full opportunity to inspect the premises and accept the same "AS IS", as provided

for in the sales contract and any and all addenda thereto. The terms of said "AS IS" provisions are incorporated herein by reference and shall survive closing.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations or partnerships, and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

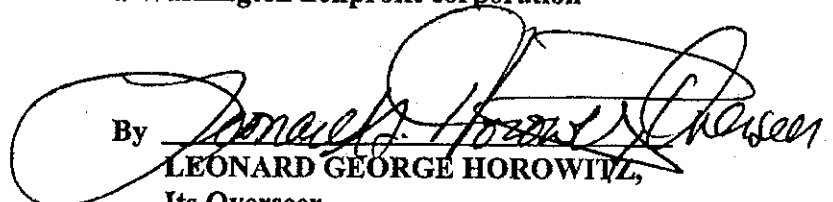
The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this 15th day of JANUARY, 2004. 4024105222 bnp


LORAN LEE A.K.A C. LORAN LEE

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

APPROVED AS TO FORM
PETER K. KUBOTA
ATTORNEY AT LAW

By 
LEONARD GEORGE HOROWITZ,
Its Overseer

BY _____
11-7-03

EXHIBIT A

ITEM I:

LOT 15-D

A Portion of Lot 15

Grant 5005 to J. E. Elderts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. BR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHRIAHLULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;
- Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to Loran Lee, single, by Deed dated November 3, 2000, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-189329.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHIAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to Loran Lee, by Deed dated November 23, 1999, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2000-030528.

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT A

PROMISSORY NOTE

\$350,000.00

1/15, 2003 ²⁰⁰⁴ _{OS}

FOR VALUE RECEIVED, the undersigned promises to pay to **LORAN LEE**, also known as **C. Loran Lee, single**, whose mailing address is **13-3775 Kalapana Highway, Pahoa, Hawaii 96778**, or order, the sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)**, with interest thereon from the 15th day of JANUARY, 2003 ²⁰⁰⁴ _{OS} until fully paid at **eight percent (8%)** per annum, principal and interest payable in lawful money of the United States as follows:

Interest only shall be payable monthly, commencing on the 15th day of JANUARY, ^{FEBRUARY} _{OS} and on the 15th day of each month thereafter, which amount on the original balance shall be **TWO THOUSAND THREE HUNDRED THIRTY-THREE AND 33/100 DOLLARS (\$2,333.33)**, said payments to continue until the 15th day of JANUARY, 2008 ²⁰⁰⁹ _{OS}, at which date there shall be due a final payment to include all principal and interest then owing.

There shall be no premium charged to the Maker hereof for prepayment at any time of up to **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** of the original balance of this Promissory Note. However, if any further prepayment is made, there shall be a premium of **FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00)** charged to the Maker hereof.

If any installment be not paid when the same becomes due, then, or at any time during such default, the entire principal and interest owing hereon shall become due and payable at the election of the holder hereof, and notice of such election is hereby waived.

The undersigned shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within fourteen (14) days after the installment is due.

If this Note is placed in the hands of an attorney for collection, or if suit is brought hereon, the undersigned promises to pay the costs of collection, including reasonable attorneys' fees.

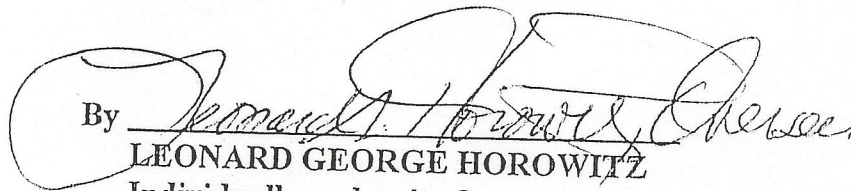
The makers, endorsers and guarantors hereof, each jointly and severally, waive diligence, presentment, demand of payment, notice of non-payment, protest and notice of protest.

No. P-4
Rec'd & Marked _____
Exhibit _____ for identification
_____ in evidence
Date _____
Clerk _____

This Promissory Note is secured by a Mortgage of even date herewith.

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

By



LEONARD GEORGE HOROWITZ

Individually and as its Overseer

Legal Addendum to the DROA
Escrow 302-00225945-BJI

—Agreement for Closing Escrow—

Be it declared, hereby, that The Royal Bloodline of David, Buyer of the escrow Property identified by Tax Map Key No.1-3-001:049 and 043, the DROA of which is currently being serviced by the Island Title Company (escrow 302-00225945-BJI), agrees to pay the Seller, Mr. C. Loren Lee (aka Loren Lee), the sum of \$25,000 as payment upon fulfilling the following terms and conditions:

- 1) Seller agrees by this agreement that the mortgage granted to the Buyer by the Seller will not be called, and the Property will not be foreclosed upon, for any reason other than failure to make payments in a timely fashion as stated in the mortgage agreement. For example: a) the construction of improvements may be made without Seller's approval without having a foreclosure of the mortgage; b) if the Buyer-Borrower fails to keep hurricane, flood, or public liability insurance on the property.
- 2) Pending payment in full of the \$25,000, Mr. Lee will interact amiably with the Buyer, administrative staff of the Property (if any), and guests on the Property (if any) at all times.
- 3) Mr. Lee shall provide a quit claim to all rights to the trailer and Hostel property (the underlying land sometimes referred to as the .89 acre parcel determined as per EXHIBIT B of the DROA, as well as improvements thereon).
- 4) All prior discussions and agreements concerning the lease of any of the Property being purchased by Buyer is void and no longer of any effect. Unless the Buyer and Seller enter into a future written agreement, Buyer has no current obligation to lease, rent, or otherwise allow the Seller to occupy any of the Property being purchased including the .89 acre parcel detailed in Exhibit B of the DROA.

The \$25,000 will be paid to the Seller upon the Seller delivering a release of the purchase money mortgage security, the \$350,000.00 note, to the Buyer. At that time, the Buyer shall have the option to pay the \$25,000 in either of the following ways:

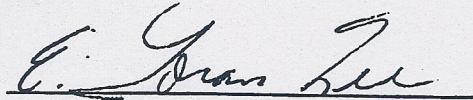
- a) payment in full at the time of delivery of the release, and
- b) by giving Buyer a unsecured promissory note for \$25,000 payable without prepayment penalty in monthly payments over five years at five percent (5%) interest per annum; with the first monthly payment due one month from the date of delivery of the release of the purchase money mortgage.

Accepted by:

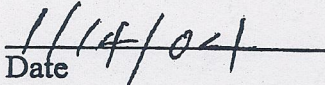
The Royal Bloodline of David

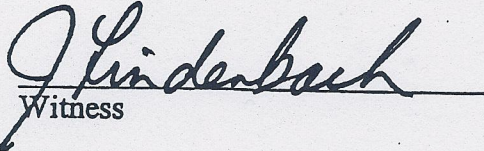

By: Leonard G. Horowitz, Overseer


Date



C. Loren Lee, Seller


Date


Witness

PROMISSORY NOTE

\$25,000.00

JANUARY, 15, 2004

FOR VALUE RECEIVED, the undersigned promises to pay to LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, or order, the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), with interest thereon from the 15th day of JANUARY, 200²⁰⁰⁴_{25,000}, until fully paid at five percent (5.0%) per annum, principal and interest payable in lawful money of the United States as follows:

On the 15th day of FEBRUARY, 200²⁰⁰⁴₀₁, and on the 15th day of each month thereafter, a payment of FOUR HUNDRED SEVENTY-ONE AND 78/100 DOLLARS (\$471.78), or more, which shall include interest on the unpaid balance, said payments to continue until the 15th day of JANUARY, 200²⁰¹⁴_{25,000}, at which date there shall be due a final payment to include all principal and interest then owing.

There shall be no premium charged to the Maker hereof for prepayment at any time of all or a portion of the principal balance of this Promissory Note.

If any installment be not paid when the same becomes due, then, or at any time during such default, the entire principal and interest owing hereon shall become due and payable at the election of the holder hereof, and notice of such election is hereby waived.

The undersigned shall pay to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within ¹⁴~~ten~~ (10) days after the installment is due. _{fourteen}

If this Note is placed in the hands of an attorney for collection, or if suit is brought hereon, the undersigned promises to pay the costs of collection, including reasonable attorneys' fees.

The makers, endorsers and guarantors hereof, each jointly and severally, waive diligence, presentment, demand of payment, notice of non-payment, protest and notice of protest.

* Upon release of mortgage
\$359,000, DATED 11/15/04, THIS
PROMISSORY NOTE WILL
BE IMMENSE.

The Royal Bloodline of David
Leonard George Horowitz
approved: [Signature]

THE ROYAL BLOODLINE OF DAVID,
a Washington nonprofit corporation

By [Signature]
LEONARD GEORGE HOROWITZ
Individually and as its Overseer

Exhibits pg. 288