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October 21, 2016

RE: EVIDENCE OF FORGERY AND SECURITIES FRAUD IN REDACTED RECORD OF NOTARY COLLINS TOMEI, MAY 15, 2009, SIGNATORY "LORAN LEE," PURSUANT TO CIVIL AND PENDING CRIMINAL PROCEEDINGS.

Deputy Attorney General, Shari J. Wong  
State of Hawaii  
Office of the Attorney General  
Notary Public Office Division  
425 Queen St  
Honolulu, HI 96813

Dear Dep. Attorney General Wong:

On October 20, 2016, I requested Debbie Gonzales in the Notary Dept. to obtain your approval to provide me with a non-"REDACTED" copy of the Official Journal of Third Circuit Court Notary Collins Tomei for civil and pending legal purposes. The request for this record was initially made by my partner, Sherri Kane, several months ago. The request pertains to ongoing State and federal litigations involving myself, Ms. Kane, and the theft of our real property and residence in Pahoa, HI. Suspects Paul J. Sulla, Jr. in Hilo, complicit with Mr. Tomei associated with the Territorial Savings Bank in Hilo, are under investigation for a notarized Mortgage Assignment dated May 15, 2009; and subsequent non-judicial foreclosure based on this fraudulent assignment of my mortgage and note into a sham "church" "Foreclosing Mortgagee." Mr. Sulla acted on behalf of this entity that was exclusively incorporated, administered, and certified by suspect Sulla.

Ms. Kane and I received the -"REDACTED" record October 19, 2016, and as I explained to Ms. Gonzales, the information redacted is required evidence in both civil and pending criminal proceedings. (**Exhibit 1**) The civil proceedings include: Civ. No. 05-1-0196 and 14-1-0304. One of two federal civil proceedings include Civ, No. 15-00186, and a related grand jury investigation to my knowledge is pending or ongoing at the present time pursuant to these and related matters involving both suspects, Mr. Sulla and Mr. Tomei. Mr. Sulla is also alleged to have been involved in one or more intertwined murders.

This request and formal Notice is made pursuant to HRS 801D-4(3)(4) and (6)--the Basic Bill of Rights for Victims and Witnesses, which I and Ms. Kane are. This Notice requires you and others in the Office of the Attorney General to render us: (1) cooperation and information; (2) "[P]rotection from threats or harm" which this Record evidencing the felonies of forgery, securities fraud, and real property theft corroborates; (3) "be informed by the police, victim/witness counselor, or other criminal justice personnel, of financial assistance and other social services available as a result of being a witness to or a victim of crime, including information on how to apply for the assistance and services;" and (4) "to have any stolen or other personal property expeditiously returned by law enforcement agencies when the property is no longer needed as evidence," as in the instant case.

### **Material Facts Pursuant to this Request and Notice:**

(1) On May 15, 2009, Mr. Collins Tomei notarized an obvious forgery of Seller/Mortgagor's signature, that of Mr. Cecil Loran Lee, for Assignment of Mortgage, as shown in **Exhibit 1** and **Exhibit 2**. A "Comparison Chart" of Lee's signatures evidencing the obvious forgery is provided in **Exhibit 3**.

(2) On May 15, 2009, more "robosigning" of Mr. Lee's signatures were committed by forgery suspect Sulla. Mr. Sulla used Mr. Lee's photocopied signatures to incorporate the Mortgage Assignee using an "altered" set of Articles of Incorporation. Sulla thus manufactured the "Foreclosing Mortgagee"—a sham "religious trust" named THE OFFICE OF OVERSEER, A CORPORATE SOLE AND ITS SUCCESSOR, OVER AND FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, (hereafter, "GOB").

(3) On September 8, 2009, Mr. Sulla recorded said forged and fraudulent Assignment of Mortgage with the State of Hawaii Bureau of Conveyances (Doc. No. 2009-136885); done without my knowledge, approval, or signature; and without attaching the original Note.

(4) On-or-about June 12, 2015, forensic document and handwriting expert Beth Chrisman, certified the aforementioned Articles of Incorporation having been "altered" and robosigned. She confirmed the photocopying cut-and-paste of Lee's signature(s) therein. These signatures were alleged by Mr. Sulla to have been signed on May 8, 2009 (on pp. 4 and 6 of Articles) *and* May 28, 2009, by Lee supposedly in Hawaii on those dates. (**Exhibit 4**)

(5) On May 26, 2009 and two days later, on May 28, 2009. Mr. Sulla wired by fax these "altered" and robosigned Articles of Incorporation to the Hawaii Department of Commerce and Consumer Affairs; falsely certifying this incorporation of GOB Mortgagee/Assignee, likewise certifying Mr. Lee's photocopied signatures therein, recorded in the "REDACTED" record of Mr. Tomei, purportedly exercised on May 15, 2009 before Mr. Tomei in Hilo.

(6) On June 27, 2009, Mr. Lee died in Arizona in the care of his sister. His birth certificate reads that he had been in Arizona for "1 month," providing good cause to suspect Mr. Lee was not even in Hawaii when Mr. Sulla is alleged to have photocopied, cut-and-pasted Lee's signatures on the Articles of Incorporation evidence of fraud and theft.

Accordingly, Lee was not likely in Hawaii when the Assignment of Mortgage and Mr. Tomei's Official Notary Record was apparently falsified. Lee's signatures therein, on both documents, corroborate these allegations as they do not look like Lee's signatures at all.

The primary forgery suspect is Mr. Sulla, since Lee would not have had any good cause or reason to photocopy cut-and-paste his own signature(s) onto the Articles of Incorporation, or render robosigned signatures on the Assignment of Mortgage and Notary Tomei's Official Record as well. **(Exhibits 1 thru 4)**

(7) On March 19, 2010, Mr. Sulla falsely alleged that I had not paid my Mortgage to GOB, and he failed to credit me as the "Individual" co-signer and guarantor on the Note for the money I paid to Lee's judgment creditor by Order of the court in related case Civ. No. 01-01-0444. (In that case, Lee was disciplined for selling the Property to third party Philip Maise without disclosing the Property was under federal lien for Lee's drug trafficking, leading to Lee's subsequent conviction and incarceration in Arizona. **(Exhibit 5)**

(8) On April 20, 2010, Mr. Sulla administered a non-judicial foreclosure in violation of laws using the sham GOB "church," registered at a false address, with a strawman—Jason Hester, Overseer—serving as a "front" compounding Hester's felony conviction for drug trafficking also in Arizona. **(Exhibit 6)** Sulla's non-judicial foreclosure by a fake GOB "church" was, in effect, a money-laundering scheme for Sulla's unjust enrichment. This reasonable conclusion is further evidenced by Sulla later securing his interest under a mortgage "loan" to Hester **(Exhibit 9)**, and by Sulla being involved as an alleged "King Pin" in illegal drug manufacturing in Hawaii. This allegation and conclusion has been confirmed by DEA and FBI agents for whom I have served as an informant and victim-witness; and is alleged in the current grand jury case administered through Judge Seabright according to my knowledge, belief, and my personal copy of the complainants' affidavit.

(9) On June 14, 2011, Sulla conveyed title from GOB to Hester, and at the same time Sulla secured his own interest in the Property, as proven by the pair of simultaneous filings with the BoC (Doc. No. 2011-093772 and Doc. No. 2011-093773). **(Exhibits 7 and 8)**

(10) On April 25, 2014, Sulla filed on behalf of his concealed interest the Civ. No. 14-1-0304 complaint to Quiet Title to the Property, in purportedly Hester's name and behalf, and eject me from my Property violation of my Mortgage contract, Warranty Deed, and earlier court decision denying foreclosure in Civ. No. 05-1-0196. My contract with Seller Lee ended upon my final balloon payment on my Mortgage and Note on February 27, 2009.

(11) On December 31, 2015, after defrauding the 0304 court, and prosecuting under color of law using his strawman Hester, Sulla obtained the court's summary judgment granting "Hester" illegal and invalid title to my Property, and on March 1, 2016, Sulla et al obtained a Writ of Ejectment to eject me, Ms. Kane, and others, from the Property.

(12) On June 10, 2016, Mr. Sulla: (a) defied his disqualification ordered by federal magistrate judge Richard L. Puglisi'; (b) defied Hilo police officer Nactor who instructed Sulla not to go to the Property without the Sheriff (resulting in criminal complaint for trespass and vandalism [Cr. No. MI6033763]) and (c) forced entry with his mob onto the Property and into my residence to take possession; whereafter he was directed to leave the Property immediately by the police, arriving on the scene of the criminal trespass.

(13) On-or-about July 1, 2016, Sulla again solicited Sheriff Kauwe to eject me, Ms. Kane, and our co-residents, from our home, and the Sheriff honorably refused to do so, having much of the evidence presented here and following his sworn duty to protect citizens from injustice.

(14) On July 7, 2016, Mr. Sulla then hired Sheriff Sniffen from Maui to fly to the Big Island to eject us and fellow residents; thus committing a “joint action” that is clearly illegal given the felonies of forgeries, false filings with the State, contempt of courts, securities fraud, wire fraud, fraudulent foreclosure, and first degree theft as evidenced beyond any reasonable doubt in the attached exhibits.

(15) It should also be known that on January 4, 2013, in related State case Civ. No. 12-1-0417, during sworn testimony, Mr. Sulla pled his Fifth Amendment right not to answer questions concerning his illegal drug and real estate racketeering enterprise.

Having knowledge of Mr. Sulla’s illegal drug enterprise, and Mr. Sulla’s real estate theft schemes, I met with Hilo prosecutors, Mitch Roth and Rick Damerville on several occasions, and also noticed the AGs office in Honolulu on a number of occasions regarding these matters—all to no avail.

As you know, silence under oath is considered by law an “adverse inference.” That is, also incriminating. During the past five years, during multiple state and federal civil proceedings, Mr. Sulla has yet to answer to any of the above evidence of crimes. Nor has he been called to answer for these deeds by law enforcers, State or federal.

This is especially disturbing and of broad social interest in light of the evidence Hilo prosecutor Rick Damerville provided me, evidencing Mr. Sulla’s complicity in a number of criminal cases in which convictions were brought to Mr. Sulla’s purported “clients” and business associates. These cases include:

- *Takaba v. Comm’r*, 119 T.C. 285, 295, 2002 WL 31818000
- *United States of America v. James Scott Sparkman*, Civ. No. 05-00555 HG-KSC (Stipulated Final Judgment filed 10/20/2006)
- *United States vs. Bruce Robert Travis*, U.S. Court of Appeals, Ninth Circuit. No. 10-15518; (March 10, 2010)(2007)
- *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 DAE, “Superseding Indictment” (July 28, 2010)
- *United States v. Bernard von NotHaus* (BvNH) Case # 5:09-CR-00027

In *United States vs. Arthur Lee Ong*, Cr. No. 09-00398 LEK, “Order Denying Defendant Arthur Lee Ong’s Motion for Judgment of Acquittal”, Mr. Sulla’s complicity was directly discussed by the federal criminal court (March 6, 2012), as follows:

“The witness testimony and documentary evidence presented at trial support the conclusion of the sham nature of the trust system set up by Mr. Sulla, and the finding of Defendant’s knowledge thereof.”




Despite these facts, Sulla has repeatedly "walked." The only common sense explanation for Mr. Sulla's capacity to repeatedly escape indictments and prosecutions all these years as his complicit "clients" and business associates go to jail, including Roger Christie of the widely publicized Hilo Marijuana Ministry bust, is that Mr. Sulla operates under qualified immunity as a governmental informant. In this instant case, this immunity has damaged me and many others in Hawaii. Mr. Sulla is a manufacturing supplier of the psychotropic hallucinogenic drug "DMT"—dimethyltryptamine risking, probably damaging, citizens mental health and lives. Moreover, the subject property is located in the methamphetamine capital of the United States according to federal reports, and there is a very high probability that Mr. Sulla's inexplicable immunity derives from a covert operation involving either organized crime, covert governmental operations, or both.

The aforementioned facts and evidence provide probable cause for Mr. Sulla's indictment, and your office's required public duty to conduct an "inquiry reasonable" into this matter, with myself and Ms. Kane as protected witnesses under State and federal laws requiring our protection pursuant to HRS 801D-4(3)(4) and (6).

Finally, at your earliest convenience, please authorize Ms. Debbie Gonzales to *vacate the redaction* concealing evidence in Collins Tomei's Official Notary Record containing the purported address and identification that "Mr. Lee" used when his signature was obviously forged on that official Record. **(Exhibits 1 thru 3)**

Thank you in advance for your timely compliance with the laws of the State and federal government. Ms. Gonzales informed me that I could expect a call from you either on October 20 or 21, that has been neglected.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Leonard G. Horowitz", with a stylized flourish at the end.

Leonard G. Horowitz  
808-946-6999

## INDEX TO EXHIBITS

<b>Ex: Title:</b>	<b>Page No.:</b>
1. Collins Tomei Notary Official Record “Redacted”, 5-15-09.....	1
2. Assignment of Mortgage, BoC Doc. No. 2009-136885.....	3
3. Comparison of Signatures of Cecil Loran Lee.....	8
4. Declaration of Beth Chrisman, Forensic Document Expert.....	9
5. Notice of Mortgagee’s Non-Judicial Foreclosure.....	22
6. Sulla’s “Mortgagee’s Affidavit of Foreclosure. . .”.....	25
7. Quitclaim Deed, May11, 2010, GOB to GOB.....	81
8. Quitclaim Deed, June 14, 2011, GOB to Hester.....	88
9. Mortgage “Loan” Paul Sulla to Jason Hester Secured by Property...	93

This Journal is an official record of notarial acts performed by:

Collins Tomei

Notary's Printed Name

Collins Tomei

Notary's Official Signature

86-54

Notary's Commission No.

02-20-2010

Commission Expiration Date

Book 242

Journal Book No.

10-09-2008

Date First Act Recorded

12-23-2009

Date Last Act Recorded

138

No. of Notarizations

2/19/2010

Territorial Savings

Notary's Bus. Address — Company Name

315 Makaala St #102

Street

Hilo HI 96720

State

808-935-3952

Bus. Telephone

Travelers Casualty & Surety Co.

Notary's Bond Company

Street

State

Zip

Telephone

Explanation of uncommon abbreviations and symbols used in this Journal

In the event of the Notary's death, this Journal must be delivered to:

Other useful information or instructions (e.g., Notary's home telephone number and eMail address, etc.)

EXHIBIT 1



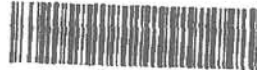


I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances.

*Nicki Ann Thompson*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii



R-307 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
SEP 08, 2009 08:02 AM  
Doc No(s) 2009-136885



/s/ NICKI ANN THOMPSON  
REGISTRAR

20 11 28

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 15<sup>th</sup> 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").

#### 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



EXHIBIT A

ITEM I:

LOT 15-D  
A Portion of Lot 15  
Grant 5005 to J. H. 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. HR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEHRIAHIULU" 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. H. 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° 39' 30" 273.69 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 2004-01-17, 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. H. 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 kind conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14/15 recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01441/15

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

**CONFIRMED SIGNATURES OF CECIL LORAN LEE**

Didier Flament

Cecil Loran Lee

Cecil Loran Lee  
CECIL LORAN LEE

Cecil Loran Lee  
CECIL LORAN LEE

Cecil Loran Lee

Cecil Loran Lee  
CECIL LORAN LEE, Plaintiff Pro Se

**3 SIMILAR SIGNATURES ON ARTICLES OF  
INCORPORATION, CERTIFIED "PHOTOCOPIED" FOR  
"ROBOSIGNED" ASSIGNMENT OF MORTGAGE.**

Cecil Loran Lee

Cecil Loran Lee

Cecil Loran Lee

**COMPLETELY DIFFERENT SIGNATURES IN COLLINS TOMEI'S  
NOTARIZED ASSIGNMENT OF MORTGAGE AND OFFICIAL RECORD**

LORAN LEE a/k/a C. LORAN LEE

Loran Lee

Loran Lee



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

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**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.

**EXHIBIT 4**

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

23 **DOCUMENT PAGES:**

- 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.  
27  
28



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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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 REVITALIZE, 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 Pahoia, 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 filing 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 8<sup>th</sup> 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

EXHIBIT B - Page 5

Exhibits Page 18


05/29/200920052

05/29/2009

**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



## 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.

05/29/200920052

### 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

05/29/200920052

PAUL J. SULLA, JR.

ATTORNEY AT LAW  
A Law Corporation

2061 Kalanianaʻole 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

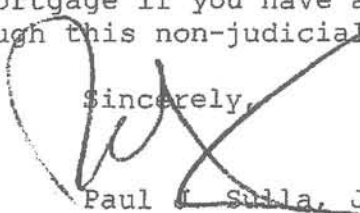
Dear Mr. Horowitz:

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

Exhibits pg. 210

**EXHIBIT 5**

Exhibits Page 22



**NOTICE OF MORTGAGEE'S NON-JUDICIAL FORECLOSURE  
UNDER POWER OF SALE**

Real situated at Kamaali, 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 Kamaali 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 21<sup>st</sup> 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

**EXHIBIT 6 continued.**

Exhibits pg. 201  
Exhibits pg. 173

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.



R-759

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

MAY 11, 2010 12:00 PM

Doc No(s) 2010-064624



/s/ 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.

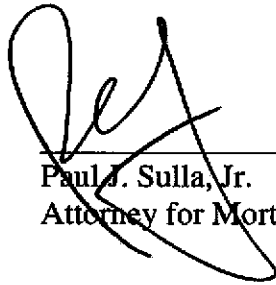
b. Cause the distribution of the excess proceeds, if any to other lienholders or person having an interest in the Property of record, if any, in order of priority, with any remainder being distributed to the borrower(s).

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.

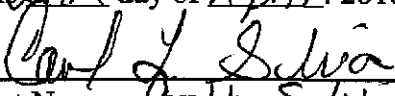
9. In consideration of the conveyance of the Property, the Mortgagee hereby waives, releases and relinquishes its right to seek or to collect any deficiency or judgment against the borrower(s) and guarantor(s) and confirms that the debt secured by the Property is released and satisfied in its entirety.

**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" 273.69 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 <sup>24, 05</sup>

FOR VALUE RECEIVED, the undersigned promises to pay to LORAN LEE, also known as C. Loran Lee, single, whose mailing address is <sup>P.O. Box 2122, 24</sup> ~~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 <sup>24, 05</sup> ~~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



HJ 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 Joane

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

## MORTGAGE

### WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES

(A) "Mortgage." This document, which is dated JANUARY 15, 2003<sup>2007, or</sup> will be <sup>the</sup> 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, 2003<sup>2007</sup> 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.

~~4~~ 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

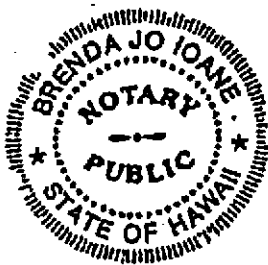
APPROVED AS TO FORM  
PETER K. KUBOTA  
ATTORNEY AT LAW

BY \_\_\_\_\_

11-7-03

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  
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. 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 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 2004-01-14, 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.

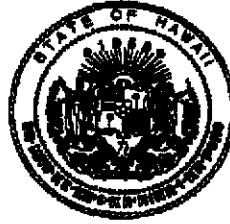
3. AS TO ITEM II:-

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 15<sup>th</sup> 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").

#### 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.

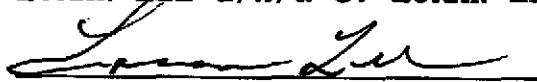
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note 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 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 Kalanianaʻole 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

**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 21<sup>st</sup> 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) <b>7008 3230 0001 7693 7484</b></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 <sup>TM</sup>	
CERTIFIED MAIL <sup>®</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
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>Postmark Here <i>3/19/10</i></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**

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 21<sup>st</sup> 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**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .61
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.71</b>

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<sup>®</sup> 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:  
Kurt Kawafuchi, Dir.  
Dept. of Taxation  
425 Queen St.  
Honolulu, HI  
96813

2. Article Number  
 (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature X ☐ Agent ☐ Addressee
- B. Received by (Printed Name) MAR 22 2010
- C. Date of Delivery
- 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

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, Paho, Hawaii.

Further, affiant sayeth naught.

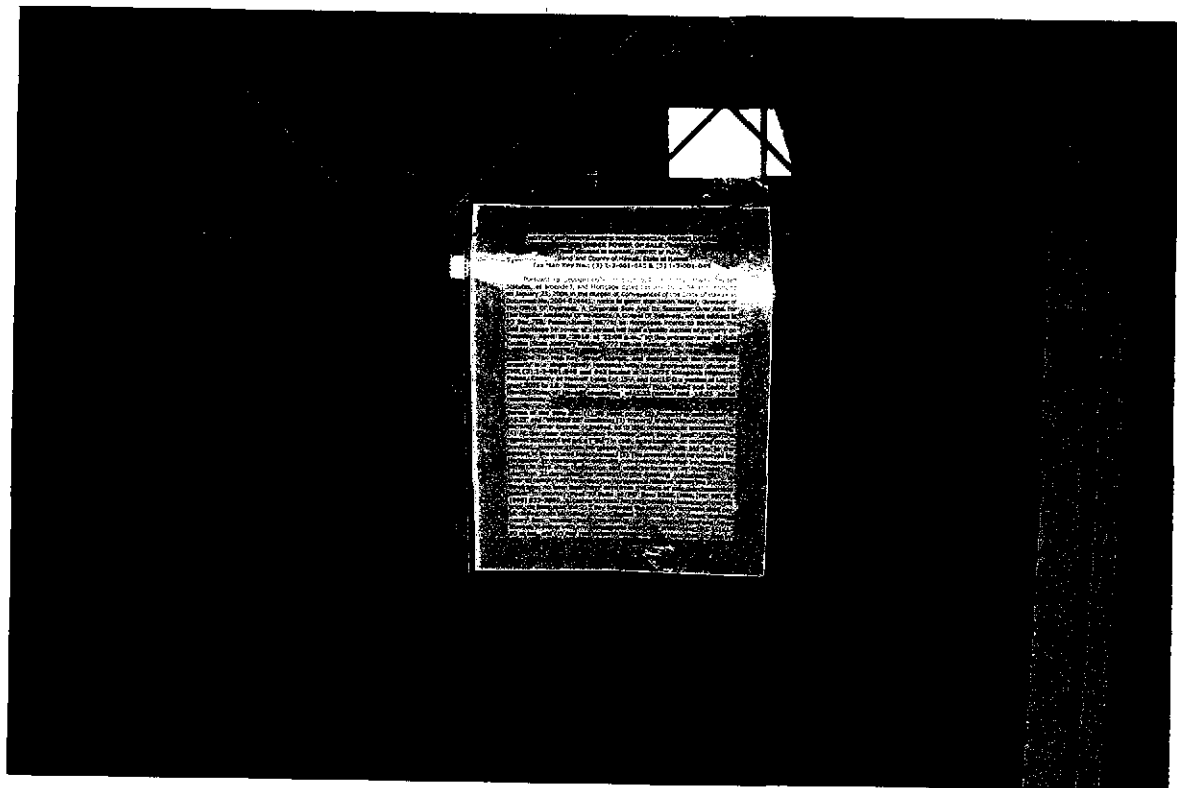
Edwin Tanaka  
EDWIN TANAKA

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 23<sup>rd</sup> 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 21<sup>st</sup> 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 Kapaeha, 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 21<sup>st</sup> 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)

30  
c

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) 2010-064623



20 1/2 Z12

/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

Exhibits pg. 2

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  
Jason Hester  
Its: Overseer

"Grantor"

STATE OF HAWAII )

COUNTY OF HAWAII )

SS.

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 2010-31-4443

Carol L. Silva 5/3/2010  
Notary Signature Date

NOTARY CERTIFICATION

Carol L. Silva  
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. 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. 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. 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" 273.69 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. 2004-01441.

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 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 2004-01-14 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

Description: Honolulu, HI Regular System-Year.DocID 2004.14441 Page: 16 of 16  
Order: 19-00000232359 Comment:

Exhibits pg. 7

Exhibits Page 87

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

Is/ 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 9<sup>th</sup> 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

EXHIBIT 8

Exhibits pg. 8

Exhibits Page 88



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  
Jason Hester  
its: Overseer

"Grantor"

STATE OF HAWAII )

COUNTY OF HAWAII )

SS:

On this 9<sup>th</sup> 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.



Gloria Emery  
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 Gloria Emery 6/9/11  
GLORIA EMERY, Notary Public Date



## 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 "HEHUHIAHULU" 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 \_\_\_\_\_, 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 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 "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 2004-6-14, 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





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 2/2 21

Land Court System

Regular System

After Recordation, Return by Mail ( X ) Pickup ( ) To:

Jason Hester  
PO Box 758  
Pahoa, HI 96778

20 pgs

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

1  
**EXHIBIT 9**

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.

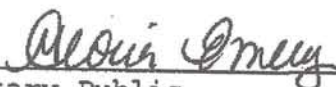
I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

By signing this Mortgage I agree to all of the above.

  
JASON HESTER

STATE OF HAWAII       )  
                                  ) SS.  
COUNTY OF Hawaii    )

On this the 9<sup>th</sup> 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. 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. 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. 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) Pahoe-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) Pahoe-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 Bloodlines of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-04, 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 "Pahoe-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 I