

**From:** Leonard Horowitz [<mailto:len15@mac.com>]

**Sent:** Tuesday, January 05, 2010 5:28 PM

**To:** Paul Sulla; John S. Carroll

**Cc:** Jackie Lindenbach

**Subject:** Fwd: Maise Bank Receipts

Dear Mr. Sulla,

Here are your requested documents showing two \$64,000.00 payments to Mr. Maise by Court Order in service to Mr. Lee's debt to Mr. Maise, plus another check for \$24,204.13 to Mr. Maise for the same reason. These payments were for principle. The correct interest payments were also made as previously detailed.

This totals:

$\$128,000.00 + \$24,204.13 = \$152,204.13$

So, as I have repeatedly stated, approximately \$150,000.00 was paid by The Royal Bloodline of David on behalf of Mr. LEE, based on the garnishment orders concerning this contested mortgage instrument.

I am still awaiting word from you requested in my last e-mail in order to advance settlement discussions with Mr. Hester based on this proof and notice of remaining contested debt of \$200,000.00.

Thank you for your diligence in this matter.

Leonard Horowitz

**Date:** January 5, 2010 6:04:54 PM PST

**To:** [len15@mac.com](mailto:len15@mac.com)

**Subject:** Maise Bank Receipts

**EXHIBIT A**

THE ROYAL BLOODLINE OF DAVID  
PO BOX 1439  
NEWPORT WA 99156

Date 2/27/09  
Account Number  
Enclosures

Page 1  
1867024281  
5

OUR VISA DEBIT CARD JUST GOT MORE REWARDING! START EARNING POINTS USING YOUR VISA DEBIT CARD FOR QUALIFIED PURCHASES. REDEEM POINTS FOR CERTIFICATES, MERCHANDISE, OR TRAVEL! EARN 2,000 POINTS JUST BY SIGNING UP AT WWW.VISAEXTRAS.COM

----- ACCOUNT SUMMARY -----

1867024281      TOTALLY FREE CHK      12,041.49

----- CHECKING ACCOUNTS -----

TOTALLY FREE CHK		Number of Enclosures	5
Account Number	1867024281	Statement Dates	1/29/09 thru 3/01/09
Previous Balance	65,842.49	Days in the statement period	32
4 Deposits/Credits	130,214.00	Average Ledger	40,329.11
5 Checks/Debits	184,015.00	Average Collected	38,259.92
Service Charge	.00		
Interest Paid	.00		
Ending Balance	12,041.49		

Deposits and Additions

Date	Description	Deposits	Refe
2/02	DEPOSIT	98.00	
2/02	DEPOSIT	16,116.00	
2/03	Wire Transfer Credit	64,000.00	
	DDA/066196221		
	NATIONAL FINANCIAL SERVICES LL		
	82 DEVONSHIRE ST ZIM2		
	BOSTON MA 02109-3605		
	NATIONAL FINANCIAL SERVICES LL		
	CLS		
	82 DEVONSHIRE ST ZIM2		
	BOSTON MA 02109-3605		
2/23	DEPOSIT	50,000.00	

THE ROYAL BLOODLINE OF DAVID  
PO BOX 1439  
NEWPORT WA 99136

Date 2/27/09  
Account Number  
Enclosures

Page 2  
1867024281  
5

TOTALLY FREE CHK

1867024281 (Continued)

## Checks and Withdrawals

Date	Description	Withdrawals	Ref
2/02	Wire Transfer Fee	15.00-	
2/02	Wire Transfer Debit PHILIP B MAISE 021000021 066196221 12-118 KIPUKA ST PAHOA, HI 96778 JP MORGAN CHASE NY ONE CHASE MANHATTAN PLAZA NEW YORK, NY 10005	64,000.00-	
2/09	CHECK PYMT Wash Client 908 CHECK # 2856	6,000.00-	

## --- CHECKS IN NUMBER ORDER ---

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
2/10	2855	64,000.00	2/09	2856	-See above-	2/27	2857	50,000.00

\* Denotes missing check numbers

## Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/29	65,842.49	2/09	76,041.49	2/27	12,041.49
2/02	18,041.49	2/10	12,041.49		
2/03	82,041.49	2/23	62,041.49		

23,



Bank of Hawaii

CASHIER'S CHECK

ISSUED BY Paho

PAY TO THE ORDER OF PHILIP MAISE\*\*\*\*\*

February 27, 2009

\$26,204.13

The Royal Bloodline of David  
Payment on garnishment  
order 2/24/09

RENEE WENKAM  
AUTHORIZED SIGNATURE

5903945 121301028 0090000160

Proc Date: 03/23/2009 Account #: 90000160 Amount: \$26,204.13

*Reserve \$800 for cashier's check*

*To: 949-715-3956*

25.

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

November 6, 2009

Leonard G. Horowitz, Overseer  
The Royal Blood Line of David  
c/o John Carroll, Esq.  
345 Queen Street, Suite 607  
Honolulu, HI 96813

RE: Horowitz et al. to Lee  
\$350,000 dated January 15, 2004

Dear Attorney Carroll:

Please be advised that this office represents Jason Hestor, Overseer of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii Corporate Sole, whose business address is 13-811 Malama Street, Pahoa, Hawaii 96778 (hereinafter "REVITALIZE") with regard to two certain Promissory Notes in the amount of: (a) \$350,000 dated January 15, 2004 and due and payable on January 15, 2009; and (b) \$25,000 dated January 15, 2004, due and payable on January 15, 2009.

Cecil Loran Lee assigned all his right, title and interest to the above-described promissory notes and the mortgage securing it to REVITALIZE on May 15, 2009. Jason Hestor, as Incumbent Overseer, has been substituted as Plaintiff in the outstanding foreclosure matter currently pending in the Third Circuit Court, State of Hawaii.

**Exhibit B**

As attorney for Leonard G. Horowitz and THE ROYAL BLOODLINE OF DAVID, notice is hereby given that the outstanding promissory note in the amount of \$350,000 given by Leonard Horowitz individually and as overseer of the Royal Bloodline of David on or about January 15, 2004, has terminated as of January 15, 2009. Demand is accordingly made for full payment of all principal sums currently due and owing.

The failure of Leonard G. Horowitz and/or THE ROYAL BLOODLINE OF DAVID to immediately pay the sums owing shall result in the foreclosure proceedings under the Power of Sale right contained under said mortgage securing the promissory note and recorded in the Bureau of Conveyances, State of Hawaii as document number 2004-014441, on or about January 23, 2004, and covering the property consisting of approximately 20 acres and being shown as TMK (3) 1-3-001:049 & 043 respectively continuing until a decree of Foreclosure is obtained.

Thank you for your anticipated cooperation.

Sincerely,

Paul J. Sulla

PJS/gle

**From:** Paul Sulla <psulla@aloha.net>  
**Subject:** RE: Lee Payoff 1/26  
**Date:** December 28, 2009 11:43:46 PM HST  
**To:** 'Leonard Horowitz' <len15@mac.com>  
**Cc:** 'Paul Sulla' <psulla@aloha.net>

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Mr. Horowitz:

I have confirmed that John Carroll is withdrawing as your counsel. Your e-mail has too large an audience for settlement discussions. These matters should be confided to those with an interest in our matter.

I have seen the excel sheet in the past and it confirms that Maise has been paid the interest payments on Lee's mortgage. His own declaration terminating all his collection actions and judgments against Lee make clear that he has been paid in full and releases his liens. Maise is out of the picture. He has received well over 48 mortgage payments of interest on the mortgage more like 56 payments of \$2333.33 representing the monthly interest only payments under the mortgage .

From my review I see no payments by you of principal on the outstanding mortgage which has been overdue since Jan 2009 with a balloon payment of \$350,000. The earlier \$200,000 award has been vacated by the court as it should have at the time it granted Lee's motion for judgment as a matter of law on that point. I have seen the hocus pocus analysis you provided before but have yet to see evidence of one payment of principal or any interest payments since Feb 2009. At this point from all you have showed me – you still owe the entire \$350K principal plus accrued interest since Feb 2009.

If you believe a meeting is in order - call me with an agenda of what we will to discuss. If you want to arrange a face to face meeting, I need a rationale for why we should meet. I will contact my client. Thursday and Friday are obviously bad choices, so call me to discuss a meeting Tuesday or Wednesday.

Paul Sulla  
808 933 3600

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**From:** Leonard Horowitz [mailto:len15@mac.com]  
**Sent:** Monday, December 28, 2009 2:21 PM  
**To:** psulla@aloha.net  
**Cc:** Mary Martin; Mitch Fine; Philip Maise; Jackie Lindenbach; Gary Zamber  
**Subject:** Fwd: Lee Payoff 1/26

Mr. Sulla,

As I informed you, and Mr. Carroll will certify, Mr. Carroll is withdrawing as our counsel, and I seek to settle this matter of alleged outstanding debt to Mr. Hester (vis-a-vis our contested mortgage with Mr. Lee.)

Please peruse the Final Signed/Exercised Original AGREEMENT FOR CLOSING ESCROW that supersedes mortgage used by Lee to bring this foreclosure complaint against me and our ministry. Lee used this true original in his defense filing Nov. 10, 2004, by William J. Rosdil and Paul K. Hamano, in Civ. No. 04-1-0339; (See therein: Exhibit B). Mortgage paragraph 19 states that mortgage shall be superseded by this writing. This document also appears in Defendants Counterclaims Exhibits.

Attached are the following documents:

- 1) Ledger showing monthly payments made to Maise, and acknowledged by Maise, according to garnishment orders on Maise's Excel spreadsheet.
- 2) My letter of January 26, 2009, to Lee Noticing him of balloon payment made to satisfy terms of contested mortgage debt.
- 3) Initial Draft of AGREEMENT FOR CLOSING ESCROW that I prepared containing 5 (not 3) paragraphs proving: 1) Original Agreement was prepared by me on my mac (using resident Post Script mac fonts, both Times Roman and Helvetica). Contents of paragraphs 1-4 all made it into FINAL co-signed Original used by Lee in his Nov. 10, 2004, filing; it was signed by Lee and me, and witnessed by Jacqueline; it is on record as certified original at Island Title company; 2) Paragraph 1 contains most substantive language agreeing on insurance foreclosure indemnification; 3) "trailer" was purchased with subject property (as per paragraph 3); and 4) Paragraph 5 was agreed by both parties to be *deleted* from Agreement, thus does not appear in Final Signed/Exercised Original AGREEMENT FOR CLOSING ESCROW.
- 5) Crude initial analysis of AGREEMENT FOR CLOSING ESCROW altered by Lee to bring foreclosure complaint. It is obviously:
  - a. missing insurance indemnification paragraph;
  - b. produced using a second non-mac computer missing Post-Script font capability);
  - c. missing witness signature; and
  - d. not found in Island Title's certified records.

The jury and Court neglected, due to Carroll's negligence and O'Phelan's false persuasion tactics, found me responsible for the altered document without damages. This verdict is ridiculously false and libelous.

I am immediately available for a face-to-face settlement conference with you and Mr. Jason Hester, as it is in our mutual interests to remedy this matter as efficiently as possible. I am only planning to be on island till Friday.

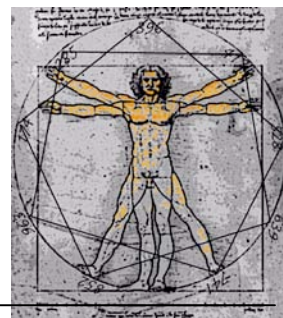
My phone number is 808-965-2112.

Sincerely,

Leonard G. Horowitz

Begin forwarded message:

**From:** Sherri Kane <[sherrikane@gmail.com](mailto:sherrikane@gmail.com)>  
**Date:** December 28, 2009 1:33:37 PM PST  
**To:** [len15@mac.com](mailto:len15@mac.com)  
**Subject:** Lee Payoff 1/26



13-3775 Kalapana Highway  
Pahoa, HI 96778  
USA  
Phone: 808-965-2112  
Fax: 555-555-5555  
Email: len@lava.net  
Website:

*Leonard G. Horowitz*

January 26, 2009

To: Cecil Loran Lee  
13-811 Malama Street  
Pahoa, HI 96778

cc: John Carroll, ESQ.  
345 Queen Street Suite 607  
Honolulu HI 96813

Subject: Note Payoff and Request For Release of Mortgage

References: The Royal Bloodline of David (TRBoD)  
Property: TAX MAP KEY: (3) 1-3-001:049 and 1-3-001-043  
Address: 13-3775 Kalapana Hawaii, Pahoa HI 96778

Dear Mr. Lee:

On Thursday, January 22, 2009 I attempted to open escrow at First American Title Company in Hilo on behalf of all parties interested in the aforementioned mortgage, so that all monies due payable by TRBoD would be immediately paid by wire transfer on this date as a final payoff of the mortgage. Title company officer Michelle U. Pokipala requested that you represent your interests in signing a release of mortgage showing proper payments are rendered to release the mortgage respecting outstanding judgements against you granted TRBoD and third party intervenor Philip Maise by the Third Circuit Court.

The Mortgagee, the Royal Bloodline of David, thus attempted to render a balloon payment on your behalf to Mr. Philip B. Maise as one of two judgment debtors to whom you owe money. As you know Mr. Maise obtained Court Orders that made him first lien holder on the note to satisfy his first judgment against you, requiring TRBoD, by Garnishment Order to pay Mr. Maise a total balance of \$118,464.59 (as per the attached analysis.)

In addition, Mr. Maise presented a Writ of Execution requiring that you satisfy all three of his judgments against you totaling an additional \$31,534.11 including interest to date.

The sum total of your net interest in the Note as of January 15<sup>th</sup>, 2009 is detailed as follows:

**Monies Due To You By Royal Bloodline of David On The Note:**

Principle Due 01/15/2009	\$350,000.00
Payment Due 12/15/2008	\$2,333.33
Payment Due 01/15/2009	\$2,333.33
2 Late Payment Charges	\$233.33
Sub Total	\$354,899.99

**Monies Due To You Per Your Judgment Against Royal Bloodline Of David**

Judgment in CV 05-1-0196	\$400
Interest July 22 <sup>nd</sup> , 2008 to January 15 <sup>th</sup> , 2009	\$19.37
Sub Total	\$419.37

**Total Monies Due To You by TRBoD** **\$355,319.36**

**Monies You Owe By Court Orders To Philip Maise**

Judgments in CV 05-1-0235	\$19,033.62 + \$6,750.32
Interest October 25, 2006. to January 15 <sup>th</sup> , 2009	\$4,244.76 + \$1,505.41
Sub Total	\$31,534.11

Judgment in CV 01-1-0444	\$173,437.77
Principal Reduction Due To Garnishment	(\$54,973.18)
Sub Total	\$118,464.59

**Total Monies You Owe To Philip Maise** **\$149,998.70**

**Monies You Owe Royal Bloodline of David**

Judgments in Case 05-1-0196	\$200,000 + \$907.98
Interest July 22 <sup>nd</sup> , 2008 to January 15 <sup>th</sup> , 2009	\$9,698.63 + \$44.03

**Monies You Owe To Royal Bloodline of David** **\$210,650.64**

**Total Amounts You Owe to TRBoD and Maise** **\$360,649.34**

**Your Net Interest in Note After Judgments** **-\$5,329.98**

In other words, respecting the above accounting, when TRBoD subtracts what you owe the ministry since the Court judgment on July 22, 2008, and satisfies judgments to Maise to free his lien upon our property, you will owe Maise \$5,329.98 that he

may be in a position of forgive, providing you show goodwill by signing at close of escrow the release of mortgage.

Therefore, upon this basis you are hereby officially notified of the following:

1. The Royal Bloodline of David (TRBoD) shall comply with the Garnishment Order and satisfy the remaining balance of Maise's first judgment against you in full. This will reduce the amount owed to you by \$118,464.59.
2. TRBoD shall utilize their judgment against you to offset debt they owe you by \$210,650.64.
3. TRBoD requests your consent to pay to Maise, as he has requested on his and your behalf, \$26,204.13 (of TRBoD remaining debt to you) as payment against your debt to Maise of \$31,534.11.
4. That after such payments and credits, The Royal Bloodline of David will have satisfied your Note and judgment against them in full. Total payouts and credits \$355,319.36.

By this letter, you have been legally and lawfully informed, that TRBoD has done everything, and is doing everything, in its power to satisfy the “balloon payment” required by the note, as directed by the Court’s Garnishment Order, final judgment in CV 05-1-0196, and remedial expedience in bringing closure to financial and legal contests regarding this note and encumbered property.

You will be informed of any date set for escrow closing; and you are expected to sign the release of mortgage upon receipt of proof of payment as stated above. Should you fail, for any reason, to neglect these duties in violation of HRS §506-8 provided below, you will be held accountable for compounding interest on your debts along with attorneys fees required to comply with the following statue:

Hawaii Revised Statue Requires HRS §506-8 **Release of mortgages of real property or fixtures.** The mortgagee of real property or the record assignee of a mortgage interest shall provide to the mortgagor a release of mortgage upon full satisfaction of the mortgage and discharge of any secured debt. The instrument shall be duly acknowledged, shall sufficiently describe the mortgage that has been satisfied, and be recordable in the bureau of conveyances or office of the assistant registrar of the land court, or both, as appropriate.

Sincerely yours,

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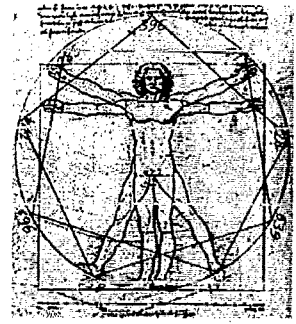
The Royal Bloodline of David  
By: Leonard G. Horowitz, Overseer

And

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Leonard G. Horowitz

# Leonard G. Horowitz



March 3rd, 2009

To: Cecil Loran Lee  
13-811 Malama Street  
Pahoa, HI 96778

**HRS 667-5 PAYOFF  
REQUEST**

13 3775 Kalapana Highway  
Pahoa, HI 96778  
USA  
Phone: 808-965-2112  
Fax: 555-555-5555  
Email: len@lava.net  
Website:

Subject: 2<sup>nd</sup> Request for Mortgage Release  
References: Hawaii County Properties TMK (3) 1-3-001:049 and :043

Dear Mr. Lee

This is your second notice that on behalf of The Royal Bloodline of David ministry, under the laws of the State of Hawaii, you are required to release our mortgage since you have been previously served by certified mail formal notice that we have satisfied the mortgage. Thus, attached is a release of mortgage statement that you are compelled by law to sign, given that all monies owed you under this mortgage agreement have been paid, as per two garnishment orders against you, to Philip Maise.

This is your second notice of payment made in full, with proof thereof, that Mr. Maise, has received two payments on your behalf in accordance with two Garnishment Orders: one issued in case CV 01-1-0444; and the second judgment against you in CV 05-1-0235.

As you were previously noticed by certified mail on February 16, 2009, (See attachment 1.), here is a break down of the monies that we owed to you, and that we paid to Maise by Court ordered garnishment:

Principle Due 01/15/2009	\$350,000.00
Payment Due 12/15/2008	\$2,333.33
Payment Due 01/15/2009	\$2,333.33
2 Late Payment Charges	\$233.33
<u>Total Due</u>	<u>\$354,899.99</u>

This amount was satisfied as follows:

1. We paid to Maise \$118,464.59 to satisfy the amount you owed to him from his judgment against you in case CV 01-1-0444. We understand Maise will provide you with a release of his judgment against you for this case.
2. We deducted from the balance \$210,231.27 for the net judgment in our favor for case CV 05-1-0196. This figure was calculated as follows:

Judgments in our favor	\$200,000 + \$907.98
Interest 7/22/2008 to 01/15/2009	\$9,698.63 + \$44.03
Judgment in your favor	(\$400)
Interest in your favor	(19.37)
<u>Net Judgment in our favor</u>	<u>\$210,231.27</u>

3. After these subtractions we still owed you \$26,204.13\*. However, Maise informed us that you also owed additional judgments to him for case CV 05-1-0235; and served us with a second garnishment order. (See attachment 2, the 2<sup>nd</sup> order.) He informed us these debts were as follows:

Judgments in CV 05-1-0235	\$19,033.62 + \$6,750.32
Interest October 25, 2006. to January 15 <sup>th</sup> , 2009	\$4,244.76 + \$1,505.41
<u>Total</u>	<u>\$31,534.11</u>

We informed you in a certified letter sent January 24, 2009, and again of February 16, 2009, that we would be making a payment to Maise for the balance due unless we heard from you with a valid reason why these monies should not be paid by 2/15/2009. We received no such notification from you, and, thus, paid your debt to Maise.

Therefore, we have paid to Maise \$26,204.13 on your behalf; all money we owed to you under the mortgage agreement, and Maise has confirmed this in writing (See attachment 3):

Total Amount Owed	\$354,899.99
Minus Debts CV 01-1-0444	(\$118,464.59)
Minus Debts CV 05-1-0196	(\$210,231.27)
Minus Pay To CV 05-1-0235	(\$26,204.13)
Remaining Balance	\$0.00

In conclusion, we have satisfied the entire amount owing to you against the Note and you are now required to provide us with your signature on the enclosed release of mortgage, in addition to a Quit Claim Deed to the subject property. Please mail these two signed documents in the enclosed self-addressed stamped envelop within 72 hours of your receipt of these documents to prevent additional levies and fees.

Sincerely yours,

The Royal Bloodline of David  
By: Leonard G. Horowitz, Overseer

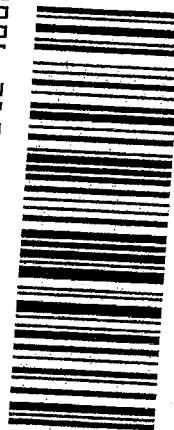
Cc: J Carroll, P. Maise, J Lindenbach

1. Howard  
13-375 Kalamazoo Hwy  
Pawoa, HI 96778

NAME Howard  
1st NOTICE 9/10/9  
2nd NOTICE 7/11/9  
RETURN 7/11/9

MAR 7

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



7006 2150 0003 2396 8415

Cecil Lorne Lee  
13-811 Kalamazoo St.  
Pawoa, HI 96778

Unclaimed



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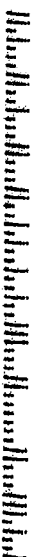


96778

U.S. POSTAGE  
PAID  
PERMITTED BY  
96783  
FEB 18, 09  
AMOUNT

\$5.32  
00048543-01

5677838400 R002



*L. Horowitz*  
133775 KAHAMUA RD  
PAHOA, HI 96778

**CERTIFIED MAIL™**



7008 1830 0003 3796 8258

**RETURN RECEIPT  
REQUESTED**

To: Cecil Loran Lee  
13-811 Malama Street  
Pahoa, HI 96778

DATE 1/21/09  
1st NOTICE 26  
2nd NOTICE 26  
RETURN FEB 12

U.S. POSTAGE  
PAID  
PAHOA, HI  
96778  
JAN 26, 09  
AMOUNT  
\$5.49  
00018427-03

UNITED STATES  
POSTAL SERVICE  
0000  
96778

NIXIE

968 4C 1

77 02/23/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 96778

\*2272-00227-23-11

|||||

**From:** Paul Sulla <psulla@aloha.net>  
**Subject:** RE: Maise Bank Receipts  
**Date:** January 19, 2010 3:04:57 PM HST  
**To:** len15@mac.com  
**Cc:** johncarro001@hawaii.rr.com

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Dear Leonard:  
Cc john Carroll

See the attached e-mail to Phil Maise. I have recommended to Jason that for settlement purposes he accept the \$150,000 as principal paid down by you on the outstanding \$350,000 note paid together with all interest due on the note since January 15, 2009. This is consistent with you representations and Phil Maise's. While we have come up with a lesser amount in our calculations, if we can settle this matter based upon this amount as paid in principal for now - it gives us a firm foundation to settle the remaining balances.

Accordingly if the \$150,000 was paid in full on or about January 15, 2009 then there is left \$200,000 in principal plus accrued interest since January 2009 to January 2010 of \$20,000 (10% of \$200K) for a total of \$220,000 due on the outstanding note and mortgage. If you agree to proceed with this \$220,000 amount outstanding, conditioned upon the outstanding appeal, then we can now respond and begin to negotiate a settlement of the entire balance. Before we counter your prior \$100,000 offered settlement - please indicate if this is a figure we can agree to start with.

One more thing. There is also another \$25,000 note that was executed and delivered at the same time as the \$350,000 note and mortgage. This note only begins to accrue in January 2009. It remains unpaid. I have not brought this up before but my client also expects to resolve this outstanding obligation in our negotiation for the discharge and release of the notes and mortgage. Do you have a position on this 2nd Note that is different than the terms of the Note? Please advice on this matter as well.

Thank you for your attention to this matter.

Paul Sulla

-----Original Message-----

From: Paul Sulla [mailto:psulla@aloha.net]  
Sent: Tuesday, January 19, 2010 2:38 PM  
To: 'Philip Maise'  
Cc: 'len15@mac.com'; 'Paul Sulla'  
Subject: RE: Maise Bank Receipts

Dear Phil;

I have gone through the records and did not find any detailed accounting of the payments. At this stage I will recommend to my client to accept the reporting that you have been paid off in full. I see you claim another \$5000


<b>Exhibit D</b>
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outstanding. Given the situation I will not debate this amount further and rather will await your return to take it up with you if you chose. If we count all the funds claimed as paid by Leonard it would appear you have been paid in full on everything - but we can leave this for another day.

The main point for now is that you and Leonard have claimed that \$150K was paid to on the principal of the \$350K note along with interest through January 2009 to you. While my figures show differences I will propose we accept this as a starting point in our negotiations with Leonard so as to move on and get to the remaining issues.

Thank you for your attention to this past matter. Go back to sailing!

Paul Sulla



**From:** Paul Sulla <psulla@aloha.net>  
**Subject:** SETTLEMENT OFFER  
**Date:** January 26, 2010 5:11:23 PM HST  
**To:** 'Leonard Horowitz' <len15@mac.com>  
**Cc:** "'John S. Carroll'" <johncarro001@hawaii.rr.com>

4 Attachments, 315 KB

Dear Mr. Horowitz;

My client's offer is that he will accept \$200,000 as outstanding principal and \$26,000 as accrued interest on that amount since January 15, 2009 to February 14, 2010 (\$2000 per month @ 10% statutory interest) to release his mortgage. With all respect to your willingness to come forward, he has rejected your earlier oral offer of \$100,000 but will entertain other offers closer to the amount due and owing. Mr. Hester did acknowledge that he would like to settle this matter with you and the timing of the payment could impact his decision on any other offer you present. He does not however believe that the \$100,000 offered is fair or even close to an amount he could consider.

As to the 2 forms of Agreement for closing escrow presented by you below concerning the \$25,000 note, the judgment is clear. It was you that the jury found had altered or forged the form fraudulently – so why should I believe your representations in this regard now? A separate writing like this one attached would not supersede the terms of the written note if there is a gross difference in the terms.

I have reviewed the \$25,000 promissory note and see that you handwritten in that the payments commence upon the release of the mortgage. This is a bit confusing and that is why I am proceeding with the \$350,000 note and mortgage first. The signature of Loran Lee allegedly approving this significant alteration of the terms of the note appears to be another forgery. It seems that you were trying to bargain for an unsecured loan to commence against you once you paid off the \$350,000 however this is ambiguous inasmuch as the note term starts January 15, 2009 and interest begins to run from that time. My read is that if this alteration holds up the interest is running against you but that the note cannot be enforced against you under the existing mortgage or while it is in place.

I am recommending that we take up the \$25,000 note once we collect on the original \$350,000 mortgage. The \$25,000 note could therefore will be another consideration if we can reach a settlement of the larger note. This means that we will seek \$200,000 on the 1<sup>st</sup> plus \$25,000 principal on the 2<sup>nd</sup> and \$26,000 accrued interest on the 1<sup>st</sup> note for now = a total due and owing thru February 14, 2010 of \$251,000 increasing @ 10% per annum on the \$200,000 or \$2,000 per month. If we don't settle than we will probably proceed on the 2nd note (including reasonable attorney fees) once the foreclosure of the 1<sup>st</sup> is resolved. Even if you unfortunately lose the property this will not have any impact on the enforceability of the 2<sup>nd</sup> note.

By this response you can tell that we are interested in a settlement. We have endeavored to determine the full outstanding balance due. I believed this involves a compromise of about \$22,000 of principal over what my accounting would establish going over all the payments Maisie was entitled on his 2 judgments against Lee. Mr. Hester has compromised to leave the balance due of \$200,000 principal plus \$26,000 interest from January 15, 2009 to February 14, 2010 for a total of \$226,000. This is the full amount we will seek in proceeding with the collection of this matter. If, however, you would like to resolve this balance and avoid additional interest, attorney's fees and costs in the collection of the above amount, then make an offer including the payment of the additional \$25,000. Mr. Hester will fairly consider all offers.

Thank you

Paul Sulla

---

**From:** Leonard Horowitz [mailto:len15@mac.com]  
**Sent:** Tuesday, January 26, 2010 3:11 PM  
**To:** Paul Sulla  
**Cc:** John S. Carroll  
**Subject:** Re: SECOND NOTICE TO PERFORM INQUIRY REASONABLE and FINAL SETTLEMENT OFFER

Dear Mr. Sulla,

I request that you send me a copy of your proposed settlement agreement reflecting our previous discussions.

Regarding the \$25,000.00 alleged note Mr. Hester "inherited," please review the following points and attached documents:

1) You are required to perform an INQUIRY REASONABLE pertaining to your reference regarding this \$25K alleged note (See attachment.) This "writing" that supersedes the mortgage. If you neglect this writing further, you may be liable for malpractice, ethics violations, and a countersuit for conspiring with your client to continue LEE's case of obfuscated extortion, fraud, and forgery, to continue harassing and extending damages from this case against me now extending six years.

2) Read that note again *more carefully* this time as it pertains to your false claim that interest began to accumulate in January, 2009. That document is KEY TO THIS ENTIRE LITIGATION. The mortgage would not exist were it not for this document that officially supersedes the mortgage. It

states very clearly what the terms are. Since your client has not provided a release of mortgage, there is zero interest in that alleged note, nor will there ever be due to the violation of Mr. Lee's covenants in that agreement.

3) More substantively, if attorney Carroll's appeal is unsuccessful in reversing this perversion of justice you have effected by his neglect of appearance and neglect of objections, you may be countersued along with your client for neglecting the aforementioned, and for increasing damages to defendants now totaling more than \$1 million from this ongoing harassment and conspiracy to defraud myself and my co-defendants/cross claimants.

4) IF your vacating of our jury award stands, it only means we bought a "Bed & Breakfast" from Mr. Hester's benefactor, Mr. Lee, that cost us \$2,333.33 per month all these years, that: could not legally be used as a Bed & Breakfast. Add to these losses zero revenue from guests claimed by Lee to be approximately \$2,500 monthly. Add attorney's litigation expenses, plus special damages for fraud pled "with particularity" (in any pending litigation) and you will be hard pressed to defend against a counter claim against a Corporation Sole you established that represents Lee's estate. Assuming that estate has zero assets, as is alleged, your time will be far better spent than to try to win our eviction from this property.

So, send me the settlement paperwork you wish me to examine based on our previous discussions, and we may be able to advance a prompt settlement.

Sincerely,

Leonard G. Horowitz

## CERTIFIED COPY OF ORIGINAL BELOW

### **Legal Addendum to the DROA Escrow 302-00225945-BJI**

#### **—Agreement for Closing Escrow—**

Be it declared, hereby, that The Royal Bloodline of David, Buyer of the escrow Property identified by Tax Map Key No. 1-3-001:049 and 043, the DROA of which is currently being serviced by the Island Title Company (escrow 302-00225945-BJI), agrees to pay the Seller, Mr. C. Loren Lee (aka Loren Lee), the sum of \$25,000 as payment upon fulfilling the following terms and conditions:

- 1) Seller agrees by this agreement that the mortgage granted to the Buyer by the Seller will not be called, and the Property will not be foreclosed upon, for any reason other than failure to make payments in a timely fashion as stated in the mortgage agreement. For example: a) the construction of improvements may be made without Seller's approval without having a foreclosure of the mortgage; b) if the Buyer-Borrower fails to keep hurricane, flood, or public liability insurance on the property.
- 2) Pending payment in full of the \$25,000, Mr. Lee will interact amiably with the Buyer, administrative staff of the Property (if any), and guests on the Property (if any) at all times.
- 3) Mr. Lee shall provide a quit claim to all rights to the trailer and Hostel property (the underlying land sometimes referred to as the .89 acre parcel determined as per EXHIBIT B of the DROA, as well as improvements thereon).
- 4) All prior discussions and agreements concerning the lease of any of the Property being purchased by Buyer is void and no longer of any effect. Unless the Buyer and Seller enter into a future written agreement, Buyer has no current obligation to lease, rent, or otherwise allow the Seller to occupy any of the Property being purchased including the .89 acre parcel detailed in Exhibit B of the DROA.

The \$25,000 will be paid to the Seller upon the Seller delivering a release of the purchase money mortgage security, the \$350,000.00 note, to the Buyer. At that time, the Buyer shall have the option to pay the \$25,000 in either of the following ways:

- a) payment in full at the time of delivery of the release, and
- b) by giving Buyer a unsecured promissory note for \$25,000 payable without

## —Agreement for Closing Escrow—

Be it declared, hereby, that The Royal Bloodline of David, Buyer of the escrow Property identified by Tax Map Key No.1-3-001:049 and 043, the DROA of which is currently being serviced by the Island Title Company (escrow 302-00225945-BJI), agrees to pay the Seller, Mr. C. Loren Lee (aka Loren Lee), the sum of \$25,000 as payment upon fulfilling the following terms and conditions:

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The \$25,000 will be paid to the Seller upon the Seller delivering a release of the purchase money mortgage security, the \$350,000.00 note, to the Buyer. At that time, the Buyer shall have the option to pay the \$25,000 in either of the following ways:

- a) payment in full at the time of delivery of the release, and
- b) by giving Buyer a unsecured promissory note for \$25,000 payable without prepayment penalty in monthly payments over five years at five percent (5%) interest per annum; with the first monthly payment due one month from the date of delivery of the release of the purchase money mortgage.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CONTAINED IN THE ABOVE NUMBERED ESCROW FILE.

ISLAND TITLE CORPORATION

BY: Karen Andrews  
KAREN ANDREWS  
VP, ESCROW DIVISION MANAGER

Def **Exhibit E** Exhibit pg. 22

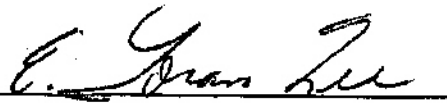
Accepted by:

The Royal Bloodline of David

  
By: Leonard G. Horowitz, Overseer

  
Date

1/14/04

  
C. Loran Lee, Seller

C. Loran Lee, Seller

  
Date

  
Witness

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
CONTAINED IN THE ABOVE NUMBERED ESCROW FILE.

ISLAND TITLE CORPORATION

BY: 

KAREN ANDREWS

VP, ESCROW DIVISION MANAGER

Defendants' Memo Exhibit pg. 23

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

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

....

**Exhibit F**

Defendants' Memo Exhibit pg. 24

cc: Margaret Wille, Esq.  
Steven Whittaker, Esq.

2016 MAR -4 PM 2: 07

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT  
STATE OF HAWAII

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

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

Plaintiff,

vs.

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

Defendants,

and

PHILIP MAISE

Intervenor.

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

Counterclaimants,

vs.

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

Civil No. 05-1-196

FIFTH AMENDED FINAL  
JUDGMENT

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

JUDGE RONALD IBARRA

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

*L. Mock Chew*  
Clerk, Third Circuit Court, State of Hawaii

**Exhibit G**

OF REVITALIZE, A GOSPEL OF )  
 BELIEVERS, )  
 )  
 Counterclaim Defendant. )  
 \_\_\_\_\_ )

**FIFTH AMENDED FINAL JUDGMENT**

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

On October 24, 2007, the *Order Granting Intervenor's Motion To Strike and/or Dismiss, With Prejudice Counterclaim/Cross Claim Against Intervenor Philip Maise Filed July 25, 2007, Filed On August 24, 2007*, was filed. On February 12, 2008 a jury trial in this matter commenced, finishing February 21, 2008. Pursuant to the *Order Awarding Attorney's Fees and Costs* filed March 25, 2008; the *Findings of Facts, Conclusions of Law, and Order Denying Decree of Foreclosure against all Defendants*, filed April 2, 2008; the *Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the Issue of Defendant's July 6, 2006 Counterclaim for Fraud and Misrepresentation*, filed October 15, 2008; The *Second Amended Final Judgment* filed December 11, 2009; The *Third Amended Final Judgment* filed September 12, 2013 and The *Fourth Amended Final Judgment* Filed June 19, 2015;

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

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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

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

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

c. As to the claims for conspiracy by Defendant Horowitz, Defendant Royal Bloodline of David and co-conspirator Intervenor Phillip Maise, to deprive Plaintiff of receipt of mortgage payments and defrauding plaintiff, judgment is entered in favor of the Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz, Defendant The Royal Bloodline of David, and Intervenor Phillip Maise and against Plaintiff, Jason

Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

d. As to the claim for trespass to chattels based on destruction of Plaintiff [Lee's] trailer, judgment is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, and Judgment for damages of \$400.00 is entered in favor of Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendant Leonard Horowitz and the Royal Bloodline of David.

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

f. As to the claim for foreclosure, judgment is entered in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of

Revitalize, A Gospel of Believers, but equitable relief was granted requiring Defendants to carry insurance.<sup>1</sup>

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

a. As to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David, Counterclaims filed July 6, 2006, Claim A, for Misrepresentation and Fraud; Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David as Defendants/Counterclaimants. The Jury's award to the Defendants in the amount of \$200,000 is VACATED.<sup>2</sup>

b. As to the Defendants Counterclaim filed July 6, 2006, Claim B, for Abuse

---

<sup>1</sup> Foreclosure was requested on the basis that Defendants committed waste on the property, failed to keep insurance on the property, conspiracy, trespass to chattels, and for fraud/misrepresentation, not because of default on the promissory note and mortgage. The equities involved with the timely payment, property improvements, balloon payment, and misleading statements by plaintiff, make foreclosure unjust. Foreclosure having been denied the request for a joint and several deficiency judgment was not necessary nor the appointment of a commissioner.

<sup>2</sup> Pursuant to the Jury's verdict on February 21, 2008, the count for fraud and misrepresentation, judgment was entered in favor of the Defendants and against Plaintiff, but this relief was vacated by the Order Granting Plaintiff's Motion for Judgment as a Matter of Law or Alternatively New Trial on the issue of Defendants' July 6, 2006 Counterclaim for fraud and Misrepresentation filed October 15, 2008, the Third Amended Final Judgment filed September 12, 2013, and The Fourth Amended Final Judgment Filed June 19, 2015, as a result, the \$200,000.00 award to Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David was VACATED.

of Process and Malicious Prosecution; Judgment is entered in favor of Plaintiff/Counterclaim Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers and against Defendants/Counterclaimants Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David.

III. **IT IS FURTHERED ORDERED** that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows:

a. Pursuant to the *Order Awarding Attorney's Fees and Costs*, filed on March 25, 2008, judgment is entered in the sum of nine hundred and seven dollars and ninety-eight cents (\$907.98) for attorney fees and costs in favor of Defendants, Leonard George Horowitz, Jacqueline Lindenbach Horowitz and The Royal Bloodline of David and against Plaintiff, Jason Hester, Overseer the Office of Office of Overseer, A Corporate Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers.

IV. **IT IS FURTHER ORDERED:** that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows:

a. Pursuant to *Order Granting Intervenor's Motion To Strike And/Or Dismiss, With Prejudice Counterclaim/Cross Claim Against Intervenor Philip Maise Filed July 25, 2007, Filed On August 24, 2007 Filed October 24, 2007*; The Counterclaim/Crossclaim filed by Defendant Jason Hester, Overseer the Office of Office of Overseer, A Corporate

Sole and his Successors, Over/For the Popular Assembly of Revitalize, A Gospel of Believers Against Intervenor Philip Maise filed July 25, 2007 is DISMISSED.

V. **IT IS FURTHER ORDERED:** that Final Judgment is hereby entered pursuant to HRCP Rule 58 as follows:

a. Philip Maise's Complaint In Intervention filed October 27, 2005 is DISMISSED.<sup>3</sup>

VI. All other claims, counterclaims, and cross-claims are dismissed.

DATED: Kealahou, Hawai'i; MAR - 3 2016

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

---

<sup>3</sup> Foreclosure having been denied, Intervenor Maise's complaint in intervention, filed October 27, 2005 is moot.

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS  
STATE OF HAWAII

BUREAU OF CONVEYANCE

Doc 2009-136885  
SEP 08, 2009 08:02 AM

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 5<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").

1

**Exhibit H**

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.

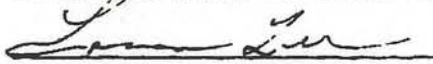
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor has the Assignor declared that that is any default by Mortgagor therein or in the Note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

12

My commission expires: 02-20-2010

## Assignment of Promissory Note

THIS ASSIGNMENT dated May 15, 2009

BETWEEN:

LORAN LEE a/k/a C. LORAN LEE

(the "Assignor")

-and-

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

(the "Assignee")

WHEREAS:


- (A) THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation (the "Debtor") is indebted to the Assignor in the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Debt"), see copies attached as Exhibit "A";
- (B) The Debt is secured by a Mortgage recorded with the Bureau of Conveyances for the State of Hawaii, Document No. 2004-014441 ("Mortgage"), concerning certain premises consisting of 17.87 acres more or less located at TMK (3) 1-3-001:049 and 043, Kalapana, County and State of Hawaii; and
- (C) The Assignor wishes to assign to the Assignee, and the Assignee wishes to receive an assignment of the Debt;

NOW THEREFORE in consideration of the recitals, the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

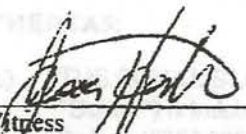
- 1. The Assignor hereby assigns, transfers and sets over unto the Assignee the Debt together with the Mortgage and all advantage and benefit to be derived therefrom.
- 2. As consideration for the assignment, the Assignee agrees to pay to the Assignor, concurrently with the execution of this Agreement, the sum of \$10.00 and other valuable consideration.
- 3. The Assignor hereby acknowledges, covenants and agrees that the Debt is justly and truly owing by the Debtor to the Assignor.

4. The Assignor covenants and agrees with the Assignee that the Assignor shall assign to the Assignee all its or his right, title and interest in the Mortgage security in respect of the Debt assigned by this Assignment, and the same shall be deemed security granted by the Assignor to the Assignee.
5. The Assignor acknowledges and agrees that all his rights in respect of the Debt have been assigned to the Assignee but that the acceptance by the Assignee of this Assignment shall impose upon the Assignee the obligation to take any steps to effect the collection of same or to ensure that the Debt does not become statute barred by the operation of any law relating to limitation of actions, or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

  
 Witness

  
 LORAN LEE A/K/A/ C. LORAN LEE

  
 Witness

  
 CECIL LORAN LEE, OVERSEER

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

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

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## ***CURRICULUM VITAE***

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

### ***Forensic Examination Provided For:***

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

### ***Education***

- Bachelor of Science Specializing in Prosthetics and Orthotics from the University of Texas Southwestern Medical Center at Dallas

- International School of Forensic Document Examination: Certified Forensic Document Examination, Graduation Date July 2008

#### ***Specific Areas of Training:***

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

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

#### ***Apprenticeship Included:***

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

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

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

**Exhibit I**

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

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***CURRICULUM VITAE Cont.***

***Further Qualifications:***

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

***Laboratory Equipment:***

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

***Library***

Numerous forensic document examination titles and other handwriting reference materials.

**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.



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

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

13 **5. Observations and Opinions:**

14 PAGE NUMBERING:

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

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

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

22 DOCUMENT PAGES:

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

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

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

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

6 PAGES 5 AND 6

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

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

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

20 PAGE 8.

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

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

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

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

4 **7. Declaration:**

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

9   
10 BETH CHRISMAN  
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STATE OF HAWAII  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
Business Registration Division  
1010 Richard Street  
PO Box 40, Honolulu, HI 96810

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

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

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

Article I

The name of the Corporation Sole is:

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

Article II

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

Article III

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

Article IV

The period of duration of the corporate sole is perpetual.

05/29/200920052

## Article V

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

## Article VI

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

05/29/200920052

**Article VII**

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

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

**Article VIII**

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

**Article IX**

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

**Article X**

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

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

Witness my hand this 8 day of May, 2009.

CECIL LORAN LEE

Cecil Loran Lee

**CERTIFICATE OF EVIDENCE OF APPOINTMENT**

## Asseveration

State of Hawaii

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

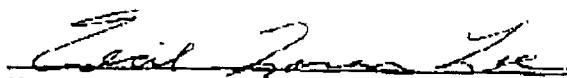
Gwen Hillman, Scribe, on the 8<sup>th</sup> day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

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.

# **General Certification**

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

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



Affix Seal

Here.

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

## STATEMENT OF INCUMBENCY

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

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

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

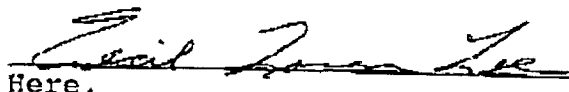
In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE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

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

# General Certification

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

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



Affix Seal

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

4

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

*Michael A. Thompson*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii



R-592 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
JAN 23, 2004 08:01 AM  
Doc No(s) 2004-014441



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 4/4 22

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP ( ) TO:

*Loran Lee*  
*13-3775 Kalapana Highway*  
*Pahoa, Hawaii 96778*

ITC  
ESCROW NO.: 302-00225945-BJI  
Brenda Ioane

THIS DOCUMENT CONTAINS 16 PAGES

TITLE OF DOCUMENT:

**MORTGAGE**

PARTIES TO DOCUMENT:

**LENDER:**

**LORAN LEE**, also known as **C. Loran Lee**, single, whose mailing  
address is **13-3775 Kalapana Highway, Pahoa, Hawaii 96778**

**BORROWER:**

**THE ROYAL BLOODLINE OF DAVID**, a Washington nonprofit  
corporation, whose mailing address is **P. O. Box 1739, Newport,**  
**Washington 99156**

TAX MAP KEY (3) 1-3-001:049 and :043

PKK/ITC2003.MTG/11-6-03

**Exhibit J**

Defendants' Memo Exhibit pg. 52

## MORTGAGE

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

(A) "Mortgage." This document, which is dated JANUARY 15, 2003<sup>2017, 05</sup> will be <sup>in</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 15th, 2003<sup>2017, 05</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.

### 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.

(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.

In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law, including reasonable attorneys' fees.

Lender shall also have an immediate right to a receivership without any requirement for prior notice to me or a hearing. The receiver shall serve without a bond.

In addition to having a foreclosure and sale, Lender may take any other actions allowed by law. This includes, for example, setting off (deducting) amounts that I owe Lender from any funds that Lender may owe to me. For example, if I have money on deposit in an account with Lender, Lender may take the money in that account to pay what I owe under the Note and this Mortgage.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY. As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until I am in default, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If I am in default, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph, will be used first to pay the costs of collecting rental payments and managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this

Mortgage. The costs of managing the Property may include the receiver's fees and reasonable attorneys' fees. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

18. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL. When Borrower has paid all amounts due under the Note and this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records.

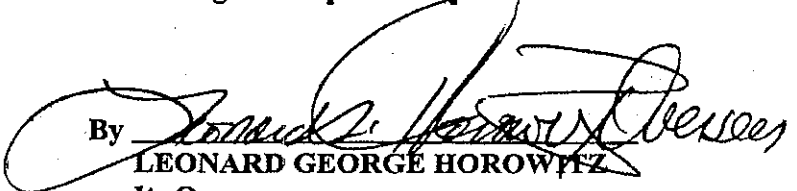
19. CHANGING THIS MORTGAGE. This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.

20. BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY. I understand that I can get any insurance required by this Mortgage from any insurance company licensed to sell that insurance in Hawaii, subject to Lender's right to refuse an insurer for cause or reasonable excuse.

21. FINANCING STATEMENT. This Mortgage also serves as a financing statement to perfect the Lender's security interest in the Property.

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

**THE ROYAL BLOODLINE OF DAVID,  
a Washington nonprofit corporation**

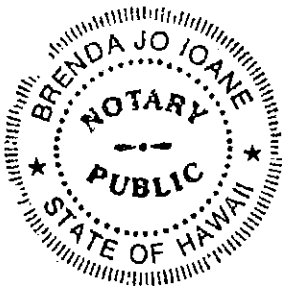
By   
**LEONARD GEORGE HOROWITZ**  
Its Overseer

APPROVED AS TO FORM  
PETER K. KUBOTA  
ATTORNEY AT LAW

BY \_\_\_\_\_  
11-7-03

STATE OF WASHINGTON Hawaii )  
COUNTY OF Hawaii ) ss.

On this 15 day of January, 2004, before me personally appeared  
**LEONARD GEORGE HOROWITZ**, Individually and the Overseer of **THE ROYAL  
BLOODLINE OF DAVID**, a Washington nonprofit corporation, to me known (or proved to me  
on the basis of satisfactory evidence) to be the person described in and who executed the foregoing  
instrument, and acknowledged to me that he executed the same as his free act and deed.



Brenda Jo Ioane  
Name: Brenda Jo Ioane  
Notary Public, State of ~~Washington~~ Hawaii  
My commission expires: 11/17/04

EXHIBIT A

ITEM I:

LOT 15-D  
A Portion of Lot 15  
Grant 5005 to J. E. Elderts  
Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West corner of this parcel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the East side of Pahoa - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 feet North and 16,203.34 feet East and running by azimuths measured clockwise from True South:

1. 197° 55' 15" 958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;
2. 239° 28' 30" 326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;
3. 304° 03' 30" 337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;

Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:

4. 14° 14' 56" 915.04 feet along West side of the old Pahoa-Kalapana Road;
5. 40° 59' 30" 275.69 feet along same to a pipe;
6. 114° 43' 30" 494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004-01-14, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-01446

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to J. E. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Beginning at the north corner of this parcel of land at the northwest corner of Lot 15-B and on the easterly side of old (abandoned) Pahoa-Kalapana Road the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHELAHULU" being 6,270.75 feet north and 16,889.17 feet east and running by azimuths measured clockwise from true South:

1. 307° 30' 212.10 feet along Lot 15-B;
2. 37° 30' 235.90 feet along same;
3. 114° 43' 30" 235.14 feet along Grant 4330 to C. L. Wright;
4. 220° 59' 30" 261.10 feet along easterly side of old (abandoned) Pahoa-Kalapana Road;

Thence along a 1066.74 feet radius curve to the left, the chord azimuth and distance being:

5. 220° 15' 30" 27.31 feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated 2004 01/14/06, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004 01/14/06

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.
2. AS TO ITEM I:-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
  - b. Reservation of the rights of native tenants.
  - c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the jurisdiction of the County of Hawaii, shall be protected and not restricted.
  - d. Reservation in favor of the State of Hawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
  - e. Reservation in favor of the State of Hawaii of all easements or rights in the nature of easements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.
3. AS TO ITEM II:-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBIT A



**County of Hawai'i**

**DEPARTMENT OF FINANCE - REAL PROPERTY TAX**

Aupuni Center • 101 Pauahi Street • Suite No. 4 • Hilo, Hawai'i 96720 • Fax (808) 961-8415  
Appraisers (808) 961-8354 • Clerical (808) 961-8201 • Collections (808) 961-8282  
West Hawai'i Civic Center • 74-5044 Ane Keohokalole Hwy. • Bldg. D, 2nd Flr. • Kailua Kona, Hawai'i 96740  
Fax (808) 327-3538 • Appraisers (808) 323-4881 • Clerical (808) 323-4880

Nancy Crawford  
Deputy Finance Director

February 13, 2018

Mr. Paul J Sulla, Manager  
Halai Heights LLC  
PO Box 5258  
Hilo, HI 96720

Re: TMK: 1-3-001-049-0000

Mr. Sulla,

After review of the documents recorded on the parcel noted above, there was a discrepancy in ownership due to an exchange deed the County of Hawaii had completed with the prior owner of record. During the review, the Real Property Tax Office concluded 36,140 square feet was not included in the original legal description which was foreclosed on (which ultimately resulted in Halai Heights receiving ownership).

As a result of the research conducted, a separate tax map key number has been issued for this area. The new TMK # for this 36,140 square feet is 1-3-001-095-0000, owner of record is the Royal Bloodline of David (original owner per exchange deed). To further complicate matters, the taxes for tax years 2010 through 2017 were paid by the following individuals:

Halai Heights (paid in 2016 & 2017) totaling: \$24,878.71

Medical Veritas/Leonard Horowitz/Sherri Kane (paid in 2013 thru 2017) totaling: \$13,100.00

I apologize for any inconvenience and can only recommend that you make contact with the title company or company that assisted with the transaction/legal description of the warranty deed from Jason Hester to Halai Heights LLC as it appears Jason Hester did not have clear title to the legal description utilized in this document.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Miura".

Lisa Miura  
Assistant Real Property Administrator

**Exhibit K**

PAUL J. SULLA, JR.

ATTORNEY AT LAW  
A LAW CORPORATION

106 Kamehameha Ave., Ste. 2A  
PO Box 5258  
Hilo, HI 96720

March 7, 2018

Telephone (808) 933-3600  
Facsimile (808) 933-3601  
e-mail psulla@aloha.net  
www.pauljsulla.com

County of Hawaii  
Department of Finance  
Real Property Tax Department  
101 Pauahi Street, Suite 4  
Hilo, Hawaii 96720

Attention: Lisa Miura

Re: TMK 1-3-001-095

Dear Lisa:

Please be advised this office represents Halai Heights LLC with regard to your correspondence dated February 13, 2018 pertaining to the ownership of the certain 36,140 square foot parcel with the new TMK of 1-3-001-095.

Halai Heights contests the County's determination of the legal owner of this parcel for several reasons. The first reason is that Royal Bloodline of David is no longer in existence having been dissolved in the State of Washington in 2012.

Secondly, Halai Heights is the successor in title to Royal Bloodline of David and the owner of this property gained through Jason Hester's foreclosure of Royal Bloodline of David in 2010 and the Quiet Title Action Civil No. 14-1-304 that issued Final Judgment to Jason Hester against Royal Bloodline in December 2015. (See attached) Halai Heights received its title from Hester in 2017. If the exchange has not been completed before Halai received its title, then Halai is the proper party for any land exchange.

I have not received or reviewed any exchange deed from Royal Bloodline to the County nor do I understand how the County can deed parcel 1-3-0001-095. Please forward this correspondence to your legal representative for further discussion.

Thank you.

Sincerely,

Paul J Sulla Jr.

Cc: client

**Exhibit L**

FILED

cc: S. Whittaker, Esq. S. Kane  
M. Wille, Esq. L. Horowitz

2015 DEC 30 PM 4: 26

IN THE CIRCUIT COURT OF THE THIRD CIRCUIT

STATE OF HAWAII

L. KITAOKA, CLERK  
THIRD CIRCUIT COURT  
STATE OF HAWAII

JASON HESTER, ) Civil NO. 14-1-304  
)  
Plaintiff, ) FINAL JUDGMENT  
)  
vs. ) Judge Ronald Ibarra, Division 4  
)  
LEONARD G. HOROWITZ, ET AL., )  
)  
Defendants. )  
)  
\_\_\_\_\_ )

FINAL JUDGMENT

Pursuant to the (1) *Entry of Default Against Defendants Medical Veritas International, Inc. and the Royal Bloodline of David* filed on September 17, 2014; (2) *Order Granting Plaintiff's Motion to Dismiss Counterclaims*, filed March 27, 2015, and (3) *Order Granting in Part and Denying in Part Plaintiff's Motion for Summary Judgment*, filed August 28, 2015, final judgment pursuant to Rule 58, Hawai'i Rules of Civil Procedure is hereby entered as follows:

- 1) On Plaintiff Jason Hester's Complaint filed August 11, 2014
  - a. As to Count I, Quiet Title, judgment is entered in favor of Plaintiff Jason Hester pursuant to H.R.S. Section 669-1, et seq. and against the Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane;
  - b. As to Count II, Tenants at Sufferance, judgment is entered in favor of Plaintiff Jason Hester and against Defendants Medical Veritas

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

  
Clerk, Third Circuit Court, State of Hawaii

International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz;  
and Sherri Kane;

- c. As to Count III, Trespass, pursuant to Rule 41, Hawai'i Rules of Civil Procedure and the Order Granting Plaintiff Jason Hester's Motion for Voluntary Dismissal of Trespass Claim, filed August 28, 2015, this claim is dismissed;
- d. As to Plaintiff's request that Judgment for Possession be entered giving Plaintiff exclusive possession of the Property, judgment is entered in favor of Plaintiff Jason Hester and a Writ of Ejectment shall issue against Defendants Medical Veritas International, Inc.; The Royal Bloodline of David; Leonard G. Horowitz; and Sherri Kane pursuant to H.R.S. Section 667-33(b)(4);

2) On Defendants Leonard Horowitz and Sherri Kane's Counterclaim filed August 21, 2014 as to all claims including:

Count I, Slander of Title;

Count II, Quiet Title;

Count III, Unfair and Deceptive Acts and Practices;

Count IV, Malicious Prosecution in Criminal Contempt;

Count V, Abuse of Process Tort;

Count VI, Tort of Conversion/Theft in Conspiracy to Deprive Citizens' Rights and Properties;

Count VII, Tortious Interference with Consortium;

Count VIII, Tortious Interference with Prospective Business (Economic) Advantage;  
Count IX, Breaches of Two Contracts;  
Count X, Breach of Duty to Protect/Negligence/"Duty-Public Duty Doctrine" and/or  
"Failure to Enforce" Laws Including HRS §480-2 HRS §480D-3(2)(3)(6)(8)(11) and HRS  
§480D-4(a)(b);  
Count XI, Breach of Standard of Care/Malpractice;  
Count XII, Trespass to Chattels;  
Count XIII, Defamation;  
Count XIV, Criminal Negligence;  
Count XV, Gross Negligence;  
Count XVI, Intentional Infliction of Emotional Distress;  
Count XVII, Negligent Infliction of Emotional Distress;  
Count XVIII, Fraud and/or Misrepresentation;  
Count XIX, Comparative Negligence, Secondary Liability and/or Vicarious Liability; and  
Count XX, Civil RICO,

these claims are dismissed pursuant to the Order Granting Plaintiff's Motion to Dismiss  
Counterclaims, filed on March 27, 2015.

Any remaining claims or counterclaims not specifically addressed herein are dismissed  
with prejudice. This Final Judgment resolves all claims as to all parties in this action.

DATED: Kealahou, Hawaii, DEC 29 2015

**RONALD IBARRA (SEAL)**

JUDGE OF THE ABOVE-ENTITLED COURT

PAUL J. SULLA, JR. ATTORNEY AT LAW  
A Law Corporation

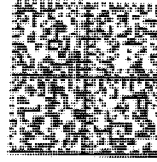
PO Box 5258  
Hilo, HI 96720

RECEIVED  
MAR 09 2018

COUNTY OF HAWAII  
R.P. TAX OFFICE

County of Hawaii  
Department of Finance  
Real Property Tax Department  
101 Pauahi Street, Suite 4  
Hilo, Hawaii 96720

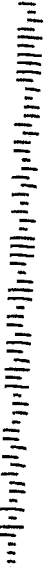
HONOLULU  
HI 968  
07 MAR '18  
PM 5 L



UNITED STATES POSTAGE  
EAGLE  
PITNEY BOWES

02 1P \$000.47  
0000536966 MAR 07 2018  
MAILED FROM ZIP CODE 96720

96720-422404





Kelly H. Moran, REALTOR,  
CCIM, CIPS  
Hilo Brokers, Ltd.

View Phone #

SAVE

SHARE (/share/landsofamerica/property/13-3775-Pahoa-Kalapan...)

PRINT (/print/landsofamerica/property/13-3775-Pahoa-Kalapan...)



Available

Unique, Luxury Home with Natural Steam Vents

13-3775 Pahoa Kalapana Road, Pahoa (/Pahoa-HI/all-land/ ) ,  
Hawaii (/Hawaii/ ) 96778 - Hawaii County (/Hawaii-County-HI/all-land/ )

\$975,000 | 17.11 Acres

4 beds 4 Bathrooms, 2 ½ Bathrooms 3984 Sq.Ft.

Residential Property (/Hawaii-County-HI/Residential-Property/)


Photo (27)

Property ID 4540024

Description

This architect designed 4 bedroom / 4.5 bathroom private residence has 2 volcanic steam vents! A building and benches have been installed - making this your own private sauna! People from around the globe travel to the slopes of Kilauea Volcano to enjoy basking in natural steam vents. Here you have the opportunity to have your own on your private property!

But the steam vents are only one of the special features of this property. The light-filled home, designed by noted architect, Lucky Bennett, has soaring open-beamed ceilings. On the first floor is a large open-concept living area. The huge windows allow views across the acreage, pools, steam vents and down to the ocean on the horizon. There are 3 bedrooms, all en-suite, on the ground floor. The second floor has a large open living area with a large separate area for sleeping and dining. Off the second floor is an enormous yoga deck overlooking the gardens, steam vents, and the blue Pacific on the horizon. Upstairs on the



Kelly P. Moran, REALTOR,

CCIM, CIPS

Hilo Brokers, Ltd.

... is the huge master suite with panoramic views and a private balcony.

... covers over 17 acres, including TMK 3-1-3-1-43. There is a large in-ground pool and a large pond stocked with Pele's breath fish for fishing if you like.

SAVE

SHARE (/share/landsofamerica.com/property/13-3775-Pahoa-Kalapana...)

PRINT (/print/landsofamerica.com/property/13-3775-Pahoa-Kalapana...)

Resources

Virtual Tour  (https://my.matterport.com/show/?m=bMyivauCk8f&ts=1)



Tax Data (Show Tax Data)

Contact Agent

Fill out this form to contact Agent about this property

Name

Phone number

Email address

Comments

You are here: BREG Online Services

Begins with

Search


 Cart[Home - BREG](#)[BREG Online Services](#)[Annual Business Filing](#)[Search for a Business Entity](#)[Purchase Documents Online](#)  
NEW[Purchase Certificate of Good Standing](#)[Authenticate a Certificate of Good Standing](#)[Register a Business](#)[Entity List Builder](#)[Contact BREG](#)[Technical Support](#)[Feedback](#)[Create an Account](#)

## PAUL J. SULLA, JR., ATTORNEY AT LAW A LAW CORPORATION

DOMESTIC PROFESSIONAL CORPORATION

[GENERAL INFO](#) [ANNUAL FILINGS](#) [OFFICERS](#) [STOCKS](#) [OTHER FILINGS](#) [BUY AVAILABLE DOCS](#)

### Officers

NAME ▼	OFFICE ▼ 	DATE ▼
SULLA,PAUL J	P/V/T/D	Jul 1, 2007
EMERY,GLORIA	S	Jul 1, 2009

[Subscription Services](#)[Terms of Use](#)[Privacy Policy](#)[ADA Compliance](#)[State Portal](#)[Comments](#)[Contact Us](#)

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View in: [Mobile](#) | **Classic** POWERED BY  
ehawaii.gov**Exhibit N**

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

*Kobata*  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

*orig.*



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

September 09, 2016 3:29 PM  
Doc No(s) A-60960740



1 1/1 OFC  
B-32865326

/s/ LESLIE T. KOBATA  
ACTING REGISTRAR

Conveyance Tax: \$675.00

Regular System

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

Paul J. Sulla, Jr.  
PO Box 5258  
Hilo, HI 96720

TOTAL NO. OF PAGES:

TITLE OF DOCUMENT:

**WARRANTY DEED**

PARTIES TO DOCUMENT:

GRANTOR: **JASON HESTER**, an individual, whose address is PO Box 748, Pahoa,  
HI 996778

GRANTEE: **HALAI HEIGHTS, LLC**, a Hawaii limited liability company, whose  
mailing address is P.O. Box 5258, Hilo, HI 96720

PROPERTY DESCRIPTION:

TAX MAP KEY: (3) 1-3-001-043/049

**Exhibit O**

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

**JASON HESTER**, an individual, whose mailing address is PO Box 748, Pahoa, Hawaii 96778, hereinafter referred to as the "**Grantor**", for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by **HALAI HEIGHTS, LLC**, a Hawaii Limited Liability Company, whose mailing address is PO Box 5258, Hilo, Hawaii 96720, hereinafter referred to as "**Grantee**", receipt whereof is hereby acknowledged, does hereby grant, sell and convey unto the Grantee, all of said interest in that certain real property as particularly designated on the tax maps of the Third Taxation District, State of Hawaii, as **Tax Map Key (3) 1-3-001-043/049**, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the encumbrances noted therein.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, easements, privileges, and appurtenances thereunto belonging, appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same unto the Grantee, **as Tenant in Severalty**, and the Grantee's successors and assigns in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances made or suffered by said Grantor, except as aforesaid, and except for assessments for real property taxes. And the said Grantor further covenants and agrees that the Grantor has good right to sell

and convey the said premises in the manner aforesaid; that Grantor will **WARRANT AND DEFEND** the same unto the Grantee against the lawful claims and demands of all persons claiming by or through said Grantor, except as mentioned herein.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee," as and when used hereinabove or herein below shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations or partnerships, and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context thereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

IN WITNESS WHEREOF, the Grantor has executed these presents on the 6 day of September, 2016.

GRANTOR

  
\_\_\_\_\_  
**JASON HESTER**

STATE OF HAWAII    )  
                                  ) SS.  
COUNTY OF HAWAII )

On this 10<sup>th</sup> day of September 2016, before me personally appeared **JASON HESTER**, GRANTOR, to me known to be the person described in and who executed the foregoing instrument, entitled Warranty Deed, dated September 6, 2016 consisting of 8 pages in the Third Circuit, and acknowledged that **HE** executed the same as **HIS** free act and deed.

Gloria Emery

Print Name: Gloria Emery  
Notary Public, State of Hawaii  
My commission expires: July 18, 2018





R-884

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
JUN 14, 2011 11:00 AM

Doc No(s) 2011-093773

/s/ NICKI ANN THOMPSON  
REGISTRAR

20 21/2 21

Land Court System

Regular System

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

Jason Hester  
PO Box 758  
Pahoa, HI 96778

20975

TAX MAP KEY: Hawaii (3) 1-3-001:043 &amp; 043

MORTGAGE

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

(A) "Mortgage." This document, which is dated June 9<sup>th</sup>, 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."

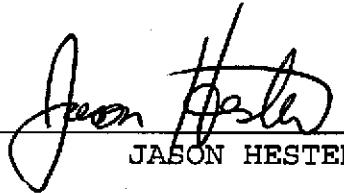
(C) "Lender." PAUL J. SULLA JR. AAL, A LAW CORPORATION, a Hawaii corporation, whose address is PO BOX 5258, Hilo, Hawaii 96720, will sometimes be called "Lender" or sometimes simply "you" or "your."

(D) "Note." The Mortgage Loan Note, signed by Borrower and dated June 9, 2011 will be called the "Note." The

24. BORROWER'S COPY OF THE NOTE AND OF THIS MORTGAGE.

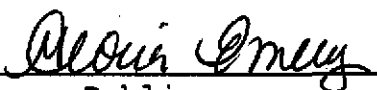
I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

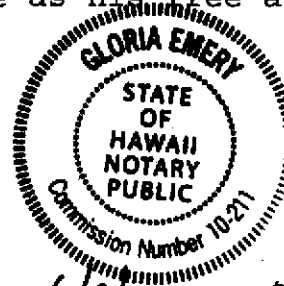
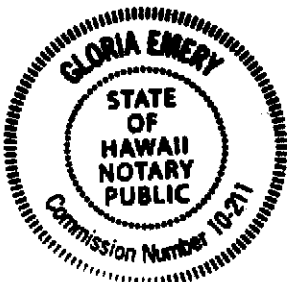
By signing this Mortgage I agree to all of the above.

  
JASON HESTER

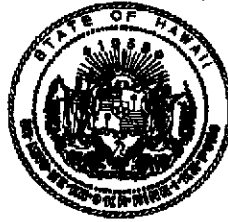
STATE OF HAWAII       )  
                                  ) SS.  
COUNTY OF Hawaii    )

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



R-278

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

APR 10, 2007

08:01 AM

Doc No(s) 2007-062791

/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 1/5 Z2

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

Paul J. Sulla, Jr.  
P. O. Box 425  
Laupahoehoe, HI 96764TG: 200713213A  
TGE: A73023433  
MICHAEL I. NAGAI  
2pg①  
RSRELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

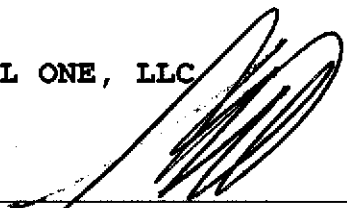
CS

The **BIL ONE, LLC**, a Hawaii Limited Liability Company, whose mailing address is PO Box 478, Laupahoehoe, HI 96764, the present owner and holder of the mortgage interest under the certain Real Estate Mortgage dated March 28, 2006, made and executed by **HEAHEA HEIGHTS, LLC**, a Hawaii Limited Liability Company, whose mailing address is PO Box 425, Laupahoehoe, HI 96764 as **Borrower** in favor of **BIL ONE, LLC** as **Lender** and recorded on March 31, 2006 in the Bureau of Conveyances for the State of Hawaii as Document No. 2006-060581 which mortgage was, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable

**Exhibit Q**

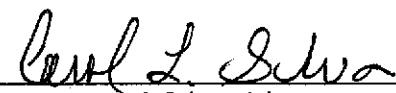
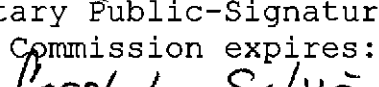
consideration to be paid, receipt whereof is hereby acknowledged, does hereby release and forever discharge, said Real Estate Mortgage and does forever release all of the estate and interest which has been acquired solely by reasons of the terms of the said Real Estate Mortgage.

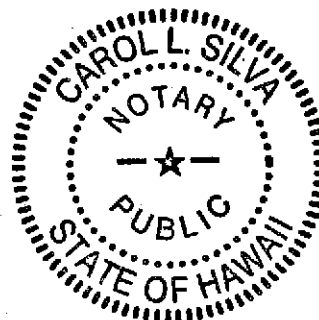
Dated at Hilo, HI, this <sup>12<sup>th</sup></sup> day of January, 2007.

**BIL ONE, LLC**  
By   
Its: manager  
**GREG GADD**

STATE OF Hawaii       )  
                                  )       SS:  
COUNTY OF Hawaii    )

On this       day of January, 2007, before me appeared **GREG GADD**, to me personally known, who, being by me duly sworn, did say that he is the MANAGER of **BIL ONE, LLC**, and that said instrument was signed on behalf of said **BIL ONE, LLC** in his representative capacity and **HE** acknowledged said instrument to be the free act and deed and for all purposes mentioned.

  
Notary Public-Signature  
My Commission expires: 05/25/2008  
  
Notary Public-Print Name





R-42

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
DEC 31, 2009 08:01 AM  
Doc No(s) 2009-198212



/s/ NICKI ANN THOMPSON  
REGISTRAR

20 2/4 22

8

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

R/S - 2

Paul J. Sulla, Jr.  
P. O. Box 5258  
Hilo, HI 96720

TGA-409867R  
KNK

②

TAX MAP KEY: (3) 2-7-8-100

RELEASE OF PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

The **KAOHIMAUNU VENTURES, LLC**, a Hawaii Limited Liability Company, whose mailing address is PO Box 425, Laupahoehoe, HI 96764 the present owner and holder of the mortgage interest under the certain Real Estate Purchase Money Mortgage dated November 22, 2004 made and executed by **RAINHA IEMANJA CAPITAL HOLDINGS, LLC**, a Hawaii Limited Liability Company, (formerly **RAINHA IEMANJA CASA HOLDINGS, LIMITED PARTNERSHIP**) whose address is PO Box 5258 Laupahoehoe, HI 96720 as **Borrower** in favor of **KAOHIMAUNU VENTURES, LLC**, as **Lender** and recorded in the Bureau of Conveyances for the State of Hawaii as Document No. 2004-239294 which mortgage was, for and in consideration of the sum of **TEN DOLLARS**

Exhibit R

(\$10.00) and other good and valuable consideration to be paid, receipt whereof is hereby acknowledged, does hereby release and forever discharge, said Real Estate Mortgage and does forever release all of the estate and interest which has been acquired solely by reasons of the terms of the said Real Estate Mortgage.

Dated at Hilo, this 27<sup>th</sup> day of August, 2009.

KAOHIMAUNU VENTURES, LLC

By Carol L. Silva  
Carol L. Silva, manager

STATE OF HAWAII       )  
                                      ) ss  
County of Hawaii     )

On this 27<sup>th</sup> day of August 2009, before me personally appeared **Carol L. Silva** to me personally known, who, being by me duly sworn, did say that she is the Manager of **KAOHIMAUNU VENTURES, LLC**, a Hawaii Limited Liability Company, that the foregoing instrument was signed in the name of and on behalf of said limited liability company, and said **Carol L. Silva**, acknowledged that she executed the same as her free act and deed and as the free act and deed of said Limited liability Company.

Doc. Date: 8/27/09 # Pages: 1  
Notary Name: Desiree T. Medeiros  
Doc. Description: Release of purchase money mortgage  
Desiree T. Medeiros  
Notary Signature  
NOTARY CERTIFICATION  
STATE OF HAWAII

Desiree T. Medeiros  
Name: Desiree T. Medeiros  
Notary Public, State of Hawaii  
My Commission Expires: 6/14/2012





R-290

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
APR 10, 2007 08:01 AM

Doc No(s) 2007-062803



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 3/4 Z9

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL TO:

Paul J. Sulla, Jr.  
P.O. Box 425  
Laupahoehoe, HI 96764

③ R/S  
TG: Accor A377302  
TGE: A73023433002  
MICHAEL I. NAGAI

6/19

TITLE OF DOCUMENT: **COMMON ACCESS EASEMENT AGREEMENT**

PARTIES TO DOCUMENT:

**GRANTOR: HEAHEA HEIGHTS, LLC.**

**GRANTEE: PUUEO LIMITED PARTNERSHIP**

Lot No. 15  
TAX MAP KEY (3) 2-4-016:147

**Exhibit S**

## COMMON ACCESS EASEMENT AGREEMENT

We, **Paul J Sulla and Jamie A Wallace** as Trustees of the **Ekela PUD Association Trust** u/d/t/ dated March 9, 2007 ("Grantors") and the owners of **ROADWAY LOT A** ("Roadway") as shown on a plan of land entitled "A PORTION OF GRANT 9781 TO ASAKO NISHIMURA ALSO PORTION OF LOT 808-A-1 of WAIKEA HOMESTEADS FIRST SERIES WAIKEA, AND RESUBDIVIDED INTO LOTS 1 and 28 WAIKEA SOUTH HILO, HAWAII TMKS (3) 2-4-16; 44, 45 AND 71" ("Plan") and recorded in the Bureau of Conveyances in the State of Hawaii as Document No. 2007-006706, for consideration paid, grants **PUUEO LIMITED PARTNERSHIP**, a Hawaii Limited Partnership whose address is PO Box 478, Laupahoehoe, Hawaii 96764 hereinafter called the ("Grantee"), the perpetual, non-exclusive right and easement to pass and repass by vehicular traffic or otherwise within the land area of the Roadway more particularly described in **Exhibit A** attached which may be incidental to any use of the land of the Grantee in **Lot 15** as shown on said plan. Title to this land of the Grantee to which the foregoing right and easement is appurtenant is recorded herewith.

The land area of **Roadway A** in which the aforesaid right and easement is granted is conveyed subject to the **ELEKA PUD Association Trust ("EPAT")** and by acceptance of this grant, the Grantee is named a beneficiary of **EPAT** and as beneficiary covenants and agrees to abide by the express terms and conditions of **EPAT** relative to the maintenance and alterations of the roadway and the adoption of reasonable rules and regulations governing the enjoyment of the roadway.

WITNESS the execution hereof under seal this 4<sup>th</sup> day of ~~March~~ April 2007.

L/NP

**Ekela PUD Association Trust**

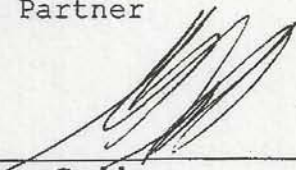
Jamie Wallace  
Jamie Wallace, Trustee

Paul J. Sulla, Trustee

Grantor

Lot 15

**PUUEO LIMITED PARTNERSHIP**, a  
Hawaiian Limited Partnership  
**G Investments, Inc.**  
General Partner

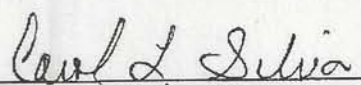
By   
**Grég Gadd**  
It's President

Grantee

STATE OF HAWAII     )  
                              ) ss  
County of Hawaii    )

On this 4<sup>th</sup> day of April, 2007, before me personally  
appeared **GREG GADD** to me personally known, who, being by me  
duly sworn, did say that he is the President of **G  
Investments, Inc.**, the General Partner of **PUUEO LIMITED  
PARTNERSHIP**, a Hawaii Limited Partnership, that the  
foregoing instrument was signed in the name of and on  
behalf of said limited partnership, and said **GREG GADD**,  
acknowledged that he executed the same as his free act and  
deed and as the free act and deed of said Limited  
Partnership.



  
Name: Carol L. Silva  
Notary Public, State of Hawaii  
My Commission Expires: 05/25/2008