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

Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii



R-591

STATE OF HAWAII BUREAU OF CONVEYANCES RECORDED JAN 23, 2004 08:01 AM

Doc No(s) 2004-014440



ISI CARL T. WATANABE REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$550.00

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REGIII.AR

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X) PICKUP() TO: The Royal Bloodline of David P.O. Box 1739

Newport, Washington 9919

ESCROW NO. :

302-00225945-BJI

Brenda Ioane

THIS DOCUMENT CONTAINS 7/ PAGI

TITLE OF DOCUMENT:

3

WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: LORAN LEE, also known as C. Loran Lee, single, whose mailing address

is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

GRANTEE: THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit

corporation, whose mailing address is P. O. Box 1739, Newport,

Washington 99156

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

PKK/ITC2003.DED/11-6-03

EXHIBIT ##

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That LORAN LEE, also known as C. Loran Lee, single, whose mailing address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778, hereinafter called the "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor paid by THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation, whose mailing address is P. O. Box 1739, Newport, Washington 99156, hereinafter called the "Grantee", the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of that certain real property designated on the tax maps of the Third Taxation Division, State of Hawaii, as Tax Map Key 1-3-001:049 and :043, more particularly described in Exhibit A attached hereto and made a part hereof, subject to the encumbrances noted therein.

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

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

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assessments for real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

AND in consideration of the premises, the Grantee hereby acknowledges that the Grantee is aware, understands and agrees that all of the premises herein conveyed, including, but not limited to, all improvements located thereon, are being conveyed by the Grantor to the Grantee "AS IS" without warranty or representation, express or implied, as to condition or fitness for any purpose whatsoever, the Grantee hereby agreeing, acknowledging and affirming to the Grantor that the Grantee has had full opportunity to inspect the premises and accept the same "AS IS", as provided

for in the sales contract and any and all addenda thereto. The terms of said "AS IS" provisions are incorporated herein by reference and shall survive closing.

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

The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, binding all parties notwithstanding that all of the parties are not signatory to the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

£5	th day of JANUARY	, 2004 A 1,05 = 72. Byp
	: 	
		Sourchel-
		LORAN LEE A.K.A C. LORAN LEE
	•	
		THE ROYAL BLOODLINE OF DAVID,
	•	a Washington nonprofit corporation
	APPROVED AS TO FORM PETER K. KUBOTA ATTORNEY AT LAW	By Jamaich House
BY		LEÓNARD GEÖRGE HOROWITZ, Its Overseer
	11-7-03	

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this

ITEM I:

## LOT 15-D

# A Portion of Lot 15

# Grant 5005 to J. B. Eldorts

Kamaili Homesteads, Puna, Island and County of Hawaii, State of Hawaii

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

1.	197°	551	15"	958.02 feet along Pahoa-Kalapana Road (Emergency Relief Project No. ER 4(1)) to a pipe;	
2.	239°	28'	30"	326.15 feet along Lot 19, Grant 5651 to Chas. Elderts to a pipe;	
3.	304°	03'	30"	337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. B. Elderts to a pipe;	
	. •	-		Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:	
4.	14°	14'	56"	915.04 feet along West side of the old Pahoa-Kalapana Road;	
5.	40°	59'	30"	275.69 feet along same to a pipe;	
6.	114°	43'	30"	494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.	

Being the land conveyed to Loran Lee, single, by Deed dated November 3, 2000, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-189329.

## ITEM II:

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

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

1.	307°	30'		212.10	feet along Lot 15-B;
2.	37°	30'		235.90	feet along same;
3.	114°	43'	30"	235.14	feet along Grant 4330 to C. L. Wright;
4.	220°	59	30	261.10	feet along easterly side of old (abandoned) Pahoa-Kalapana Road;
•	Thenc	e alon	g a 1066	i.74 feet radii	us curve to the left, the chord azimuth and distance being:
<b>5</b> .	220°	151	30"	27.31	feet along same to the point of beginning and containing an area of 1.32 acres, more or less.

Being the land conveyed to Loran Lee, by Deed dated November 23, 1999, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2000-030528.

SUBJECT, HOWEVER, TO:

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

As to the road remnant within the land herein described:

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

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

END OF EXHIBIT A





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

Conveyances

Conveyances

Containt Registrar, Land Court

Conf Hawaii



R-592 STATE OF HAWAII BUREAU OF CONVEYANCES RECORDED JAN 23, 2004 08:01 AM

Doc No(s) 2004-014441



Isi CARL T. WATANABE REGISTRAR OF CONVEYANCES

20 4/4 22

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: MAIL (X)

AIL (X) PICKUP() TO:

Loran Lee 13-3775 Kalapana Highway

ESCROW NO.:

302-00225945-BJI

Brenda Ioane

THIS DOCUMENT CONTAINS // PAGES

TITLE OF DOCUMENT:

# MORTGAGE

PARTIES TO DOCUMENT:

LENDER:

LORAN LEE, also known as C. Loran Lee, single, whose mailing

address is 13-3775 Kalapana Highway, Pahoa, Hawaii 96778

BORROWER:

THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit

corporation, whose mailing address is P. O. Box 1739, Newport,

Washington 99156

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

PKK/ITC2003.MTG/11-6-03

EXHIBIT B"

## **MORTGAGE**

WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES "Mortgage." This document, which is dated AUAW 15, 2003 will be 12, p (A) called the "Mortgage." "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." "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." "Note." The Promissory Note, signed by Borrower and dated JANU AU 15th, 2004, 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). "Property." The property that is described below in the section titled "Description of the Property," will be called 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: Pay all the amounts that I owe you as stated in the Note; (A) 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. <u>BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP INSURANCE ON THE PROPERTY.</u>
- (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;

- 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 MORT-GAGES 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.
- 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. <u>LENDER'S RIGHT TO INSPECT THE PROPERTY</u>. 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. <u>CONTINUATION OF LENDER'S RIGHTS</u>. 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. <u>LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS</u>. 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.
- 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. <u>CAPTIONS</u>. 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 GIVING ABOUT 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.
- 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. <u>DEFAULT</u>. 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) <u>"Foreclosure and Sale"</u>. 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-infact" (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. <u>LENDER'S OBLIGATION TO DISCHARGE THIS MORT-GAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL</u>. 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. <u>CHANGING THIS MORTGAGE</u>. This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.
- 20. <u>BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY</u>. 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. <u>FINANCING STATEMENT</u>. 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.

Lender Lee and HOROWITZ did "sign a writing agreeing to the change" in Mortgage exercised by the AGREEMENT FOR CLOSING ESCROW, that is the reason Lee/RITKE altered and and filed their forgery.

THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation

By\_

LEONARD GEORGE HOROWP

Its Overseer

APPROVED AS TO FORM PETER K. KUBOTA ATTORNEY AT LAW

## 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. B. Elderts to a pipe;
				Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4.	14°	14°	56"	915.04 feet along West side of the old Pahoa-Kalapana Road;
5.	40°	59'	30"	275.69 feet along same to a pipe;
6.	114°	43'	30"	494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

## ITEM II:

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

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

-1.	307°	30'		212.10	feet along Lot 15-B;
2.	37°	30¹		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 szimuth 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 Hawaii, as Document No. 2004 51446, recorded in the Bureau of Conveyances, State of

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.