

Expose Bk467p191

Commitments “Individually”

The family is powerless to stop the accountants from framing the family into powerlessness when the accountants don't have to be accountable.

Submitted in response to
summons case 2012-13064,
on September 24, 2012, by
Anthony Miner O'Connell,
Trustee

Trustee Not Individually Liable

SCHEDULE B - SECTION I

Commitment No: 05001493-Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:
 - A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, INDIVIDUALLY (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.
8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

I believe this document has been altered. The straight lines are mine but there would have been a text box or sticky note or something at the start of the slanted line saying something about the text within the lines, such as I "Why is "Individually" here?", or something to that effect.

Trustee Not Individually Liable

SCHEDULE B - SECTION I

Commitment No: 05001493

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, **INDIVIDUALLY** (and spouse(s) if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION I

Commitment No: 05001493 Revised 4/24/07

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

Deed from ANTHONY MINER O'CONNELL, TRUSTEE, to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

SCHEDULE B - SECTION I

Commitment No: 05001493-**Revised 4/24/07**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Pay all general and special taxes now due and payable.
3. Proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
4. Restrictions or restrictive covenants have not been violated.
5. Satisfactory survey to be supplied before issuance of final mortgagee title policy, if any.
6. Receipt of executed owner's/seller's affidavit as to mechanics' liens and possession.
7. Proper instrument(s) creating the estate or interest to be insured must be executed, delivered and duly filed for record, to wit:

A. Deed from ANTHONY MINER O'CONNELL, TRUSTEE, and ANTHONY MINER O'CONNELL, **INDIVIDUALLY** (and spouse(s), if any; marital status to be recited), to LONG BRANCH PARTNERS L.L.C., vesting fee simple title to the subject property.

8. Provide Title Company with satisfactory evidence that LONG BRANCH PARTNERS L.L.C., is a valid and subsisting Limited Liability Company at the time of execution and delivery of the Instrument(s) required above. Note: A Certificate of Organization or Certificate of Good Standing from the State Corporation Commission will satisfy this requirement.
9. Provide Title Company with satisfactory evidence that the person(s) executing the Instrument(s) required above on behalf of the company is duly authorized by the Company to execute said Instrument(s). NOTE: A review by the Title Company of the current Articles of Organization and Operating Agreement governing said Limited Liability Company may satisfy this requirement.
10. Provide Title Company with a certified copy of a resolution by the members of the limited liability company authorizing execution of the Instruments required above.
11. Provide ALTA/ACSM Survey and new legal description of the property to be insured hereunder. Said legal description to be used in documents creating the interests to be insured hereunder.
12. SETTLEMENT TO BE CONDUCTED BY: STEWART TITLE AND ESCROW, INC. OR THIS COMMITMENT IS NULL AND VOID AND CANNOT BE RELIED UPON BY ANY PARTY.

From: Anthony O'Connell <aoconnell@cox.net>
Subject: **Re: Accotink 2008 revised**
Date: April 11, 2008 7:37:19 AM MST
To: Amy Johnson <natron36@hotmail.com>

Dear Amy,

I love you too, and thank you. Your email is direct and pertinent. I can't tell you how important that is. I will quote your comment or question and respond to it.

(1) *"...and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception."*

I feel that the written word is the clearest way to try to describe something complicated, and it leaves a reference of who said what. It minimizes confusion. If you think there is a better way than my responding by email, please tell what it is.

Would you please explain what you mean by *".. I just wouldn't get it from your perception"*? I am aware that my credibility has been destroyed. Is that what you mean?

(2) *"..... I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila's.....if it were to be sold then the profits would be of all three of you.."*

This hits the nail on the head. I think others may have been led to think the same as you. Would you please tell me why you thought I was trying to get all the proceeds? Did someone tell you this?

The Seller for Accotink will be the **Trustee** for Accotink. I will sell Accotink as **Trustee** and the proceeds go to the three **Individuals**: Jean Mary O'Connell Nader, Sheila Ann O'Connell, and Anthony Miner O'Connell. The Trustee receives a value added amount. Please read the Trust documents of 1997. There will be clear accounting showing where all the money went. It is necessary to differentiate between me as **Trustee** and me as an **Individual**.

If you see a sales contract for Accotink that says the Seller includes "Anthony Miner O'Connell, Individual", that is wrong. I will not sign any sales contract for Accotink that says this. Would you believe me when I tell you that I have been framed to appear that I do want this? That is why you have to see for yourself by reading attachment example 2. Please read it and study it and think about it until you understand the dynamics. I find it extremely stressful to do this but unless you do it, you will never understand what is going on and you will never believe me.

History suggests that my sisters will be led to believe that I am trying to cheat them when I sell Accotink. One way is by this **Trustee** and **Individual** business in example 2. History suggests that it will be coming up again and again and again. And there is nothing I can do to stop it except to ask you to read and understand example 2.

I will have to put a clause in the sales contract that will allow the Seller to get out of the contract without penalty or other damage if the dynamics such as the above start to interfere.

(3) *"... It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that."*

This also hits the nail on the head (as my Mother would say). To determine (1) who is the source of the problems, and (2) who has the power to stop the problems, please try to read my email and attachments of April 6, 2008. It is not me.

To show why all the conflict, confusion and stress was put upon us during the handling of my Mother's estate, it is necessary to find out where all the money went. But we don't have the power to do it.

I love you Amy, Uncle Tony

Live Love Laugh but don't let them steal the money you've been entrusted to protect

On Apr 9, 2008, at 10:35 AM, Amy Johnson wrote:

Uncle Tony,

I hope your surgery goes well, Please let me know when you are home recuperating. I have read your emails about Accotink and have saved and opened them. I have browsed through attachments of email correspondence and forms.

I personally don't understand your reasoning for your name only to be on the sell of the contract. I thought that accotink was yours, my moms and aunt sheila's....if it were to be sold then the profits would be of all three of you.....I know it is not that simple,, ,,and I don't want you to respond in emails of your reasoning because I just wouldn't get it from your perception.....Some things in life don't have to be so complicated, and I don't know why this is,,,,,,

I just felt this time, that I had to reply,,,,I know I don't know the details,,, which seem to be numerous to you but life is short and some things aren't worth the stress, when there is so much to be thankful for and to enjoy. It all just seems to me that your relationships with your sisters are stressed and to me financial issues aren't worth that. I don't want you to respond with any forms or "sections" that I should read to understand your thoughts, because its not about that for me.

I hope you are doing well,,,,and wish this issue could come to a close for you and your sisters.

I love you,

Amy



LIVE LOVE LAUGH

CC: pierreshevenel@yahoo.com; natron36@hotmail.com
From: aoconnell@cox.net
Subject: Accotink 2008 revised
Date: Sun, 6 Apr 2008 18:09:39 -0700
To: jeansfinedining@hotmail.com; Sheilao@suscom-maine.net

Dear Jean and Sheila,

Because you do not believe what I have been telling you about Accotink, such as Jean being used by people in powerful positions of trust to make money disappear, I do not believe you will believe me now. The only thing I can do is to ask you to go through the attached correspondence and judge for yourself. This correspondence is between me and Bill Lynch and his Title Company. As you read it, please ask yourself: áá

(1) Is a title search on Accotink actually being done or just pretending to be done?

(2) Are responses so skilled in deception that on first look they appear to answer questions, but further study shows that they avoid the question?

(3) Am I being made to appear as the bad guy for asking questions they don't want to answer?

(4) Should you trust this Title Company and/or this Buyer?

(5) If you followed their advice, what do you think would be the consequences?

Dad's Will has been made part of the legal description for Accotink when it shouldn't be. I am powerless to get an explanation or have it removed. This and history suggest that the same thing that happened in my sale of our home place in 1988 is set up to happen in my sale of Accotink.

If you don't already have the following nine attachments please let me know:

| | |
|----------------------------|----------|
| assessment2008.pdf | 36 KB |
| example1.pdf | 372 KB |
| example2.pdf | 152 KB |
| example3.pdf | 56 KB |
| mailLynch.pdf | 896 KB |
| mailSomerville.pdf | 144 KB |
| mailStewart.pdf | 284 KB |
| mailTrustee.pdf | 100 KB |
| mailTrusteeAttachments.pdf | 5,800 KB |

Love, Tony

Going green? [See the top 12 foods to eat organic.](#)

Trustee Not Individually Liable