

FILED
Court of Appeals
Division II
State of Washington
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COURT OF APPEAL NO: 54113-1
THURSTON COUNTY SUPERIOR COURT NO: 19-2-02784-34

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON
DIVISION II

STAN DENOVA

APPELLANT

V.

DEUTSCHE BANK NATIONAL TRUST COMPANY

RESPONDENTS

APPELLANTS REPLY BRIEF

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I. INTRODUCTION

The central question for this Court is whether there was any material facts of interest in this case for the lower court to consider. In light of the minimal standing requirement imposed by law, the answer would certainly be yes.

The appellant in this case sold a piece of property to James Everham. The sale of the property was to exclude two other homes on the property and to include an easement agreement. This is acknowledged by the Sales and Purchase agreement and by the Deed of Trust that only states the property is a single family residence by only mentioning the home that James Everham was purchasing.

Furthermore, Mr. Everham testified in court that he was not purchasing the other two homes and that an easement agreement was signed at the closing of the sale of the property.

This falls in line with Mr. Everham's real estate loan being a single family purchase.

Deutsche Bank previously sued the appellant in this case and had requested a show cause hearing, where they argued the same facts in this case. The Court after hearing all the evidence, did not allow them a summary judgement and set the case for trial. Apparently sensing their weakness in taking the case to trial, withdrew their law suit.

Deutsche Bank then filed another law suit and this time was unfairly granted a summary judgment. It seems they did not want this to go to trial and probably would have withdrawn from this case too and refiled until they got what they were pursuing, a summary judgement.

II. Argument

A. Appellant has established sufficient Material facts of interest for the court to consider.

Appellant in this case has testified to a Purchase and Sales agreement and an Easement agreement signed at the closing of the property in dispute. Deutsche bank being a third party in this case has shown no evidence or argued to the fact that this did not happen.

The single thing that they rely on is the original Deed of Trust of the property. This Deed of Trust as written states that this property is a single family dwelling. The original real estate contract that Deutsche Bank obtained through the financial collapse of Washington Mutual Bank states the same.

Deutsche Bank now wants to claim that no easement existed and that the Deed of Trust is the only instrument for the court to consider. Deutsche Bank also wants to claim ownership for the two other homes. If what they say are true, then the original loan would have been for a multi-family loan and the other two homes would have been described on the Deed of Trust and the loan agreement.

If Deutsche bank is claiming this, then the original loan would be predatory in nature.

The original Deed of Trust is only for the single family home Mr. Everham purchased, and this in it's own confirms that the other two homes and an easement agreement to maintain the homes was granted at the time of sale.

Due to the collapse of Washington Mutual Bank and it's home loan division, Long Beach Home Loans, it is understandable why they failed to file these documents in a timely manner. But with the testimony of James Everham and the appellant it is clear that they were signed before the making of the Deed of Trust.

On Page 20 of the defendants reply brief, they bring up a good question. Why eleven years later.

Appellant filed easement documents at this later time because it was not until then that appellant realized that Mr. Everham was going to lose his property. It was at this time the appellant discovered that the original easement agreement was not recorded.

Here is the real question, Why did it take Deutsche Bank ELEVEN YEARS, to foreclose on a piece of property that was in a trust. Mr. Everham had not paid payments on the loan for almost twelve years!

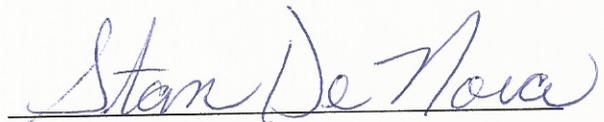
This alone brings up Material Facts of Interest that should be heard at trial and why it took the appellant that long to discover that the original easement had not been recorded.

The Superior Court Failed to recognize these Material Facts of Interest.

III. CONCLUSION

For the foregoing reasons, and the right of a person to present his or hers case in the court of law, Appellant respectfully requests that the Court reverse the trial court's order.

RESPECTFULLY SUBMITTED this 24th day of September, 2020

A handwritten signature in blue ink that reads "Stan De Nova". The signature is written in a cursive style and is positioned above a horizontal line.

STAN DENOVA, APPELLANT

STAN DENOVA - FILING PRO SE

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Transmittal Information

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