

NO. 39445-6-II

Pierce County Superior Court No. 08-2-11370-7

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

WILLIAM B. STANCHFIELD,

Plaintiff/ Respondant

V.

IRVING W. JONES and SHIRLEY E. JONES,
husband and wife and the marital community
of them composed,

Defendant/ Appellants

BRIEF OF RESPONDANT

William B. STANCHFIELD
RESPONDANT
5610 N.44TH ST.
TACOMA WA.98407
(253) 761-9646
FAX (253)761-9646
CELL(253)279-2573

FILED
COURT OF APPEALS
DIVISION II
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STATE OF WASHINGTON
BY
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TABLE OF CONTENTS

I.	ASSIGNMENT OF ERROR REPLY	1
II.	STATEMENT OF THE CASE REPLY	1
IV.	RESPONDENTS SUMMERIZATION LETTER	1-2-3

1. ASSIGNMENT OF ERROR

After reviewing the Court Records provided to me by

MR. David Ponzoha and his staff WASHINGTON STATE

COURT OF APPEALS DIVISION TWO.

I agree that the decision rendered by Judge Ronald E

Culpepper was fair and just. MR. Krilich seems to base his

Case on the assumption that the property was returned to me ninety

(90) days in the condition it was when the loan was made.

instead the property was returned seventeen (17) months

later with over one hundred thousand (\$100,000) worth

of damage to the house and property.

2. STATEMENT OF THE CASE

Section 7 refers to the promissory note (CP7-8) (CP18-19)

(CP25-26) (CP43-44) (CP69-70) (CP83-84) To lend the Jones

\$250,000.00 I had to cash in some stocks and bonds from my

retirement funds creating a \$7,800.00 income tax obligation

that I had to pay. I explained this to the Jones and that for the

two years of the loan I would actually loose money on the

contract. Their fore the we agreed on the penalty pay clause.

YR. 1 %16, YR. 2 %12, YR. 3 %8, YR. 4 %4. Exhibit A.”

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CONCLUSION SUMMERIZATION LETTER

The items and comments listed below are from my records pertaining to a Wayne and Shirley Jones.

Wayne and Shirley Jones borrowed \$246,000.00 from Ruby and Sabastian Gynberg on September 21/2005 on a lease purchased option agreement with a balloon payment and payable October 30/2007 of \$250,000.00 on their home at 4920 N Highland. On or about the latter part of June 2007, Wayne and Shirley Jones asked me to loan them \$250,000.00 to satisfy the loan or they would loose their home where they had lived for for the past thirty three (33) years .

I satisfied their loan obligation to the Gyrnberg obtaining title to the property located at above address. Payment was made by cashiers check number 9911396443 drawn on Washington Mutual Bank on July 18,2007 for the sum of \$250,000.00.

In September of 2007 Wayne and Shirley Jones entered into a real estate contract with me for the purchase of the home at 4920 North Highland in Ruston Washington. The real estate contract was to be made over 20 years with payment to begin on the 20th day of August,2007 and each month thereafter until the contract is filled in 2007.

I received payments from the Jones's beginning on August 20th,2007 and each month for the next six months.

On or about January 1,2008 Wayne Jones was involved in a domestic dispute at his place of residence, that being the home at the above mentioned address. During this dispute the Ruston Police Department called upon the Tacoma Police Department to assist. The Tacoma and Ruston police fired multiple rounds of tear gas or similar devices to get Wayne Jones to come out of the house. A substantial amount of damage was caused to the structure during this event. All windows were broken, doors were busted,door jams were broken and the sections of sheet rock was damaged in every room upstairs and basement exterior siding soffit and gutters damaged. The house was also set on fire. Police report number Ruston police report LEA Incident #08-0001 and Tacoma police report Incident #080020578 also SUPERIOR COURT OF WASINGTON FOR PIERCE COUNTY STATE OF WASHINGTON CAUSE NO.08-1-00067-4 are available for viewing. a short time after Mr. Jones had been in the County Jail he contacted me and asked if I would provide bond or bail in the amount of \$100,000.00.I told him no.

I received the February 2008 payment and that was the last time a payment

against the real estate contract balance owing to date Sept.30/2009 \$298,614 late charges of \$2,361.90 total due \$300,976.80.

I sent multiple late notices to the Jones's by certified mail to no avail.

In July 2008 I retained attorney John Ennis to start proceedings of foreclosure.

On the 24th of July,2008 Mr. Ennis informed me this was going to be an area he would rather not get involved with.

In September of 2008 I retained attorney Doug Alling to handle this matter.

Over the next several months Mr.Alling and I met numerous times to establish costs, procedures and timelines for the foreclosure on the home at 4920 North Highland in Ruston, Washington.

The residence sat without utilities, including the heat and water. The windows busted out and doors unsecured for approximately seventeen months. The insurance was cancelled on the property. My insurance company would not insure the Jones refused to release their interest in the title.

I made several requests to Mr. Alling to contact Mr. Krilich the Jones attorney to sell the so that we could determine the actual loss to the market value. If the home was Not sold in ninety (90) days then just put it up for auction.

Mr. Alling informed he had discussed these options with Mr. Krilich by phone. I have no record of the conversation or any written correspondence.

Mr. Alling represented me at three court hearings in the spring of 2009. I was unable to attend the first two because of a broken leg and knee surgery.

On may 29/2009 I attended the final hearing in the chambers of Judge Ronald Culpepper ruled the following.

Wayne and Shirley Jones were to pay a Principal judgment of	\$39,870.93
Attorney Fees	\$13,321.25
Court Costs	365.65
	<hr/>
	\$49,621.75

1. Within ten days the Jones,s would quick claim the deed to the real property to the Plaintiff.
2. Endorse the insurance check in the amount of \$12,552.32 to the plaintiff.
3. The remaining amount of \$240,323.20 on the promissory note.

After the hearing I rode back to Mr. Alling,s office with him while seated in his car in the parking lot I repeatedly ask is it over, is it done with, are you sure. Mr. Alling assured me that it was over. Go ahead and do what ever it is you need to do. Again I asked Mr. Alling are you sure this is the end of it. MR. Alling again assured me, yes it is over and done. Mr. Alling suggested that I take the insurance check of \$12,552.32and reinvest it in the property to help recover some of my losses. Based on Mr. Allings statements and assurance I began to clean up and secure the property. To date I have spent \$75,000.00 + on labor and materials on the site still on going.

On June 29th/2009 I received a letter from Mr. Allings office informing me that the Jones,s had filed an appeal NO.08-2-11370-7.

HAD MR. ALLING EVEN HINTED THAT THEIR WAS A 100 ,000,000 CHANCE TO ONE (1) THAT THEIR WOULD BE ANY FURTHER COURT ACTIONS I DROVE DIRECTLY TO THE NEAREST RELISTATE OFFICE AND LISTED THE PROPERTY AS IS.

To loan the Jones,s the money I explained that I had to cash in some stocks and bonds and would have to pay income tax on the money (\$7,800.00).They also agreed to a (\$3,000.00) loan fee. I had to have the property appraised (\$450) Title Report (\$652) research and documents (\$2,500.00) ongoing.

My costs and expences so far on a loan I made of (\$250,000.00) to the Jones so they could stay in the home that they had lived in for the last fourty three (43) years. ONGOING.

Contract Interest and penalty,s	\$300,976.80
Attorney Fees	13,321.20
Loan Fees	3,000.00
Title Report	652.00
Appraisal	450.00
House Restoration Ongoing	\$75,000.00
Building Permit	200.00
Utilities	678.00
Income Tax	7,800.00
Research and Documents Ongoing	2,500.00
Total to date	<u>\$403,778.00</u>

William B Stanchfield
5610 N 44th ST>
Tacoma WA. 98407

Phone Fax 253-7611-9646
Cell 253-279-2573
E/Mail bill0294@yahoo.com

William B. Stanchfield 10/12/09

EXHIBIT A

PENALTY PAYOFF CLAUSE

Pre-Payment Penalties for the loan on Parcel #2225000080 between William B Stanchfield and Irwing W and Shirley E Jones are to be as follows.

- First Year 16%
- Second year 12%
- Third year 8 %
- Fourth year 4 %
- Fifth year and their after 0 %

~~Irving W Jones~~ Shirley E Jones William B Stanchfield

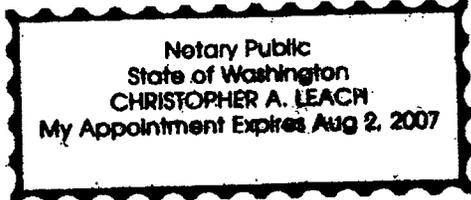
STATE OF: WA
 COUNTY OF: PIERCE

I certify that I know or have satisfactory evidence that IRVING W. JONES & SHIRLEY E. JONES
 (~~is/are~~) the person(s) who appeared before me, and said person(s) acknowledged that (~~he/she/they~~) signed this instrument and acknowledged it to be (~~his/her/their~~) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7/17/2007 Christopher A. Leach

Notary Public in and for the state of WASHINGTON
 My appointment expires: AUGUST 2, 2007

STATE OF WASHINGTON)
 COUNTY OF PIERCE)-98



PENALTY PAYOFF CLAUSE

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Irving W Jones
~~Irving W Jones~~

Shirley E Jones

William B Stanchfield

Irving W Jones

Shirley E Jones

William B Stanchfield

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 City, State, ZIP+4: Tacoma WA 98402

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 5476210059-0098
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2.10 oz.		
Return Rcpt (Green Card)		\$2.30
Certified Label #:		\$2.80
Issue PVI:	70081140000382183501	\$6.32

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 Change Due: \$7.00
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