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Form 9. Petition for Review

[Rule 13.4(c)]

[Rule 13.4 (d)]

Court of Appeal Cause No.

326098-III

Received
Washington State Supreme Court

OCT 02 2015

Supreme Court Cause #

Ronald R. Carpenter
Clerk

92223-3

SC #-92223-3

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IN THE SUPREME COURT OF THE STATE OF

WASHINGTON

Adams et.al, Respondent,

v.

Lewis Rudolph; Morgan, [Petitioner and Appellant]

(No Family and/or Representative's/Estate)

✓

Commissioner's WA. State (Wasson)

PETITION FOR DISCRETIONARY REVIEW OF DECISION TERMINATING
REVIEW

HONORABLE JUDGE PRESIDING: NO DESIGNATION

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Pro se Litigant and Appellant/Aggrieved Party:
Lewis Rudolph; Morgan
PO BOX 420444
Portland, OR. 97242 (change needed)
Morganwill31@gmail.com

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A: IDENTITY OF

PETITIONER..... Pg. #1

B: COURT OF APPEALS DECISION.....Pg. # 6 and Appdx. # C

C: ISSUES PRESENTED FOR REVIEW.....Pg. # 7-8 and Motion Pg. # Separate/Confidential Filing Enclosed.

D: STATEMENT OF CASE.....Pg. # 8-9 and Appdx. Pg. # C

66 E: ARGUMENT WHY CASE SHOULD BE

67 ACCEPTED.....Pg. # 9-13 and Appdx. Pg. # A-C all apply.

68 Montgomery produced fraudulent SURETY to conceal and holy substantiate the claim to
69 courts and county Tax Assessor's in Ferry County Office with-out regarding lawful
70 conduct RPC's and 61.31 et. seq. Knowing and Willing Creating Perjury and Contempt
71 of proceedings, by way of theft out-right.

72

73 F: CONCLUSION.....Pg. # 13-18 and Appdx. Pg. # A-C all in Rem.

74

75

76

TABLE OF AUTHORITIES

77

WASHINGTON CASES **Page**

79

80 *Court of Appeals Decision in Favor of petitioner Lewis Rudolph; Morgan*

81 *09/15/15.....Pg. # Appdx. "C" 1-13 "STAY" in favor of Morgan.*

82 Affirmed and mandated since: [Originally effective July 1,
83 1976; amended effective September 1, 2010; September 1,
84 2014.]

85

86

RULES SATUTUTES AND OTHER AUTHORITIES

88

89 "REAL ESTATE CONTRACT" BETWEEN Morgan "MAKER" and Adams

90

91 Debtor to.....Page # A-6

92

93 CORBET CONTRACT and Standing to Sue Doctrine *previose Filings*

94

95 61.31. et seq. in favor of the "INSURED" Morgan....Pg. # A-4

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99	RAP 9.11 New Evidence.....Pg. # <u>Appx "A" A4-A6</u>
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101	RAP 12.8 Effective Reversals of Intervening Rights.....Pg. # <u>Appx "C" and entire 13.4(e)</u>
102	
103	RALJ 1.1 STAY of proceedings.....Pg. # <u>Appx "C" "Admin stay"</u>
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108	
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111	CRLJ 13(d), et al, joinder of State depriving Plaintiff of Rights and Personal
112	Property by way of seizure by Ferry County
113	Sheriff.....Pg.# <u>Entire 13.4(e)</u>
114	
115	
116	
117	RAP 17.3 (b) (8) (3) Civil Enforcement Petition on June 3, 2015 ignored by
118	way of privileged communications and contempt of court by defendants and
119	Commissioner Wasson.....Pg.# <u>Entire 13.4(c)(d), (c-9)</u>
120	
121	RAP 10 and 10.3 allows for complaints by way of Motion: "Trice Now"
122	Requested.....Pg. # <u>8</u>
123	
124	Enclosed Amicus Curie By Lewis Rudolph; Morgan in form of Objections
125	to the ruling on June 12, 2015 by deceit and fraud further allowed by the
126	courts specifically Commissioner Wasson and all Commissioners who
127	delegate authority of finances in the state no matter the status
128	quo.....Pg.# <u>Enclosed previous filings (c-9)</u>
129	
130	BONDS OF SURETY are described as the following:
131	INSURED by "The Company" or "Self Insured"
132	"With Your Own Money Not OTHERS LIKE Adams et, al." Recently done
133	by logging, selling property, and defrauding Morgan "Again and
134	Again".....Pg. # <u>Entire RAP 13.4(c)(d),</u>
135	<u>Appendix A</u>

136 “Just claiming with fraudulent papers is not sufficient” i.e. Adams et
137 al.....Pg. # Entire File. 13-17

139 As Listed in Order Below: BONDS with Sufficient Surety to fruitfully give
140 this AWARD Requested by the
141 Plaintiff.....Pg. # 12-17

142 Appendix Pg. #'s Entire 13.4(c)(d) Appendix A4-A6

143
144 **RCW 48.29.140**
145 **Premium rates — Required filings — Transition date set**
146 **by rule..... (SCTC and BELL’s Title Company) Entire 13.4(c)(d),**

147
148 ALL COURT RULES

149 CR 56 Summary Judgment.....Page # 1-13 and 15

150 CR 55 Default Judgment.....Page# 12-15

151 CR 37A Sanctions.....Page # 12-15 and appendix A4-6

154 **A. Identity of Petitioner**

155 **Lewis Rudolph; Morgan** asks this court to accept review of the Court of Appeals
156 decision termination review designated in Part B of this petition as set out by RAP 13.4
157 (c) and (d).

159 **B. Court of Appeals Decision**

160 The petitioner is identifying the decision by the Court of Appeals Division III to
161 provide Administrative “Stay” and mandate this matter to Supreme Court of Washington
162 Trial De Novo and these parts of the decision of the Court of Appeals which the
163 petitioner the “MAKER” wants reviewed, the date filed was 08/31/15, and the date of the
164 order granting the petitioner’s motion for reconsideration CR 50 Trial De Novo.

165 A copy of the decision is in the Appendix at pages ~~6~~-1
166 through 13. A copy of the Clerks order Granting Petitioner's
167 motion for reconsideration is in the Appendix at same pages
168 provided Petitioner responds by 10/14/15. Modify ruling of the
169 Commissioner's filed on (July 2015 and prior to theft in
170 July 2013 by County?). The ruling (state substance of
171 ruling, for example: "denied the motion to be
172 Reversed and Modified by STAY and Bond performance meet by
173 Petitioner and NOW illegally granting Attorney's Fees to
174 Respondent and counsel) this court should
175 (State relief requested, for example: "CR 56" Summary
176 Judgment and "Reverse all Judgments given by all courts
177 involved to this point"). RCW 62A.9A.318 (A), (B) as Relief
178 and Post Judgment Request in Appendix.

179

180

181

182 **C. Issues Presented for Review:**

183 Defined issues are present which the Supreme Court is asked
184 to decide if review is granted. Set forth are the present issues
185 for review: Forfeiture Bonds Created in Fraud and Forgery by Mr.
186 Montgomery and Adams et.al (COLUMBIA TITLE, FERRY COUNTY
187 PROFESSIONAL SERVICES/Ferry County Title, OLD REPUBLIC TITLE, and

188 see Adams is Borrower from Private Lender Mr. Morgan and Now Mr.
189 Bell and STEVENS COUNTY TITLE is involved and claiming interest
190 which is not owed to cover up illegal wrongful acts. This is Mr.
191 Morgan's Rebuttal too confiscations of property. In the original
192 motion may be incorporated by reference. THE RESPONDENTS HAVE NO
193 SURETY AND ARE A FRAUD SEE ATTACHED DOCUMENTS REBUTTING BOND BY
194 FORFEIT CREATED BY MONTGOMERY LAW FIRM, by and through OLD
195 REPUBLIC TITLE and Filed in fraud on 4-16-14 by way of "Counsel
196 Created the Paperwork", FERRY COUNTY CLERKS EXACT WORDS, NOW SEE
197 ATTACHED DOCUMENTS ALLOWED BY ALL COURTS OF COMPETENCE.

198

199

200 **D. Statement of the Case**

201

202 Petitioner alleges :(Set forth in numbered, descriptively
203 titled paragraphs, as in a complaint in a civil action, a
204 short and plain statement of the claim showing that
205 petitioner is entitled to relief. Conclude with a demand
206 for judgment for the relief sought. See CR 10.) This is a Complaint by the Petitioner
207 and moving party as to the disregard for Amicus Curies and Complaints set out by CR 10
208 also LR 59 and LR 56 Due to Plaintiff and disregarded by the
209 Courts and their Counsel For et.al, illegally colluding and

210 looting the REAL PROPERTY INVOLVED HERE, when
211 Buyers injunction was requested with “STAY” Granted
212 originally and now is allowed by the Courts to be demurred.
213 CR/LR 37A request with Sanctions RAP 18.1 requested trice
214 now and Criminal Complaints are being filed in rem
215 jurisdiction RAP 3.1 (1)(2)(3)(4)(5)(b) for Timely Appeal
216 needed resolved based on TIME IS OF THE ESSENCE.
217 (1) CR 50(b) (judgment as a matter of law), (2) CR 52(b)
218 (Amendment of findings), (3) CR 59 (reconsideration, new
219 trial, and amendment
220 of judgments), (4) CrR 7.4 (arrest of judgment), or (5) CrR
221 7.5 (new trial). ALSO:
222 RAP 22 Not Complied with by Respondents Counsel, also refuses to repay and return
223 finances loaned to Mr. Adams by Mr. Morgan The “Maker” and Insured in this
224 everlasting surviving “REC”. Accepted under 13.4 (b) 1, 2, 3, 4 specifically when
225 decision of Court of Appeals Conflicts with prior decisions in the Courts, and concerns in
226 this petition involve issues of substantial public interest and needs, not the personal needs
227 of the Respondents and they’re financiers (S.C.T.C./Bell’s/Montgomery Law Firm).
228
229 E. Argument Why Review Should Be Accepted .’

253 . Report of Proceedings: Plaintiff objects to
254 defendants/respondents receiving cost bill of any kind and
255 administratively stayed by COA Division III honorably.

256 Objection: The amount claimed is unreasonable and
257 ILLEGAL. See RAP 14.3.

258 (a). The report of proceedings should also entirely be
259 posted with sureties by the Respondent/Defendants and their
260 counsel as surety and post judgment relief requested
261 respectfully granted to Plaintiff since no debt was ever
262 owed by Lewis Rudolph; Morgan.

263 Is the Respondent even allowed at this point to continue
264 with this deceit and shade of unfruitful gathering by way
265 of illegal consummation and trickery? Why is the Plaintiff
266 not allowed to act in preservation of property and assets
267 as well as recovery while granted an administrative stay
268 and a modification granted as well with Injunction for the
269 buyer Morgan immediately.

270

271 Bond of Forfeiture by respondents Plaintiff has Objection
272 to the charges by respondents and where for the premium on
273 a cost bond CLTA. A cost bond is not required under the new
274 rules. The charge was not reasonable nor necessary and a
275 waste of time for review as well as Wrongful Acts against
276 Plaintiff by State Officers and Employees as well as Mr.

277 Montgomery and Stevens County Title continuing forward with
278 fraudulent paperwork in court proceedings with contempt
279 please See RAP 14.3(a).)

280

281

282 \$88,000.00 originally owed to Plaintiff:

283 \$88,000.00 x 2.0% owed to the MAKER and since Mr. Morgan
284 was never compensated for \$38,984.09 as seen in the courts
285 documents enclosed by Division III, also added to this as
286 well CLTA litigation Fraud by Mr. Montgomery and friends
287 claiming Lewis Rudolph; Morgan owed several companies

288 \$27,000.00 plus dollars not to mention pain and suffering
289 and economic and environmental devastation to the locals
290 and the properties owned by Mr. Morgan not Adams et al.

291 This was calculated \$316,800.00 also in addition
292 Never Credited Morgan for \$49,704.71 Plus Special Lien AS
293 Bonds, required by defendants/Respondents Post Judgment relief granted
to Plaintiff equal to \$ 319,230,504.71, Bonds of Surety posted.

294 Morgan the "MAKER" of "REC" 042501 is entitled to default
295 against Mr. Adams who never purchased/disbursed any payment
296 as seen agreed to by both parties, *Appndx pg's. 4 and 5,*

297 Whereas; Post Judgment Relief for Plaintiff Must Be Granted
298 Equal to and in the Amount of to the Plaintiff along with
299 Special Warranty Deed Approval/Recorded and affirmed by
300 this Court so the Special Lien Recorded and Legal

301 entitlement with DEED's to properties along with the treble
302 damages can be provided by IN REM JURISTION and this allows
303 AWARDS by BONDS OF SUPERSEADES.

304

305 The Counsel for Respondents have provided un- holy substantiation of claims by way of
306 fraud, deceit and breach of the "R.E.C." between the "MAKER" Morgan and the
307 Respondent Adams, Whereas; this matter has come before the Court of Appeals Division
308 III and now in favor of the petitioner by way of stay issued. CR 5-7 requires Discovery to
309 be provided by Counsel for Respondents and CR 37 A allows sanctions provided to
310 appellant and aggrieved party Lewis Rudolph; Morgan.

311

312

313

314 F. Conclusion:

315

316 This matter comes before the COA Div. III and Now, Supreme Court
317 Washington State after issuance of "ADMINISTRATIVE STAY" in favor
318 of the plaintiff Lewis Rudolph; Morgan, (plaintiff), Now seeks
319 "NEW" RAP 9.11 New Evidence review by Trial De Novo in Supreme
320 Courts Discretionary Review of Decision Terminating Review and
321 provide RAP 12.5 Mandate of Court of Appeals "STAY ISSUANCE", the
322 designated appellate court of the (Describe the decision or part
323 of decision which the party wants reviewed: for example, "CR 5-7

324 Required Discovery 20 days" Mr. Adams nor Counsel ever provided
325 complete discovery as to SURETY, The Courts Granted Judgment of a
326 Forfeitures by Adams et.al, by way of counsels CLTA Bonded
327 Practice to forfeit legally "REC" "RCW 61.30 et. seq.") entered
328 on (6-20-14 un- lawfully). Mr. Morgan is the Aggrieved Party and
329 wants his REAL PROPERTY PAID IN FULL BACK. RCW 62A.9A.318

330 A copy of the decision is attached to this notice.

331 (6-20-14)

332

333 Modification and Decree of Resolution set out in motions attached along with
334 Petition for Civil **Enforcement to be** issued "Trice" Now requested and MANDATED
335 DECISION AND JUDGMENT/ORDER FINAL in favor of moving party with due
336 diligence praying for the Cost Bill to be Granted as well as the Final Orders Decreed of
337 Supreme Court's Decision in favor of Lewis Rudolph; Morgan ONLY not Family and
338 Estate or OTHERWISE.

339 THE REVIEW

340 (a) Generally. The appellate court accepts discretionary
341 review of a trial court decision by granting this motion
342 and Petition for discretionary review due on 8-31-15
343 according to COA Div. III Clerk of the Court. Case #
344 326098-III,

345

346 (b) Time To Make Motion. The party seeking
347 discretionary review must file in the appellate court a
348 motion for discretionary review within 15 days after filing
349 the notice for discretionary review, or, in cases where
350 The appellate court has appointed counsel for a party
351 entitled to seek discretionary review at public expense
352 pursuant to rule 15.2, within 15 days after appointment.
353 If a party files a notice of appeal from a decision

354 Which may not be subject to review as a matter of right,
355 the clerk or a party may note for hearing the question
356 whether the decision is reviewable as a matter of right
357 and, if the decision is reviewable by discretion, the
358 question whether review should be accepted. This Matter
359 Comes before this court ultimately and finally with the
360 need for justice that has not been there, this court
361 refuses to prioritize the laws of constant foundation which
362 this original agreement was consummated with the Court of
363 Appeal Division III and Now said impaneled Supreme Court
364 Ruling allowing attorney's fees for corruption deceit and
365 deceptive practice in law with collusion from Stevens
366 County Title a Party Never In Concern since Mr. Montgomery
367 CLTA is by and threw Columbia Title (NO LONGER IN BUSINESS)
368 also Ferry County Professional Services and Ferry County
369 Title Company Now, seems a letter was sent by Old Republic
370 Title the Company Insuring the CLTA by and threw Mr.
371 Montgomery and his Law Firm, Please See Attached RAP 22 in
372 concern to SURETY required to Forfeit Contract "REC" Once
373 Again shows Morgan as Maker and Insured NOT ADAMS et al.
374 **CONFIRMED AND FOWARDED BY THE HONORABLE TOWNSLEY and her**
375 **Staff and forwarded to Supreme Court with Developing issues**
376 **presently needed to be expedited so graciously requested**
377 **also by Plaintiff.**

378
379

380 (c) Regular Motion Procedure Governs. A motion for
381 discretionary review is governed by the motion procedure
382 established by Title 17. The motion and the response
383 should append those portions of the record below to which
384 the motion or response refer. The appendix should include
385 a table of contents and the pages should be consecutively
386 numbered. The Only laws that matter are the Company says
387 Morgan Insured and Adams as Borrower, Adams never paid
388 Morgan not vise- versa and Stevens County Title and Owner
389 Wayne Bell has purchased what is not legally sold by Adams
390 deceit and un-willingness to do right and provide for his
391 own, most certainly burden of proof is before the Courts
392 and being ignored, to allow further deceit and parallel
393 avenues attempting to be followed "i.e. Bells Trust
394 Purchased in Conflict of Account after account was PAID IN
395 FULL by Morgan to Adams also switching Morgan interest
396 making Adams look to be Maker", Mr. Montgomery harassing
397 and encouraging the whole way, i.e. thinks it's funny to
398 charge debt not owed and make all look good on paper by way
399 of forgery and unlawful forfeits. Courts have failed to
400 follow through and not conflict by providing privileged

401 communications to respondents. No Matter the Attempts this
402 Court has NO INTENTION OF RETURNING Morgan his "REAL
403 PROPERTY IN FREE HOLD"
404

405 (d) Notice of Decision on Motion. The clerk of the
406 appellate court will promptly give written notice to the
407 parties and the trial court of the appellate court's
408 decision on the motion for discretionary review.

409 Furthermore; and Finally Mr. Morgan has said Special
410 Warranty Deed on file and proven letter's by the Company
411 showing true Ownership and may acquire at any-time his
412 rights back to said property by any means to protect
413 investment.

414 This Court Now Must Provide Disclosure to Mr. Montgomery
415 and firms CLTA Surety of BOND OF SUPERSEADES OR RETURN BY
416 JUDGMENT TO Mr. Morgan Lawfully and Honorably by the order
417 of the KING. I.E. "FREE HOLD" SPECIAL WARRANTY DEED.
418

419 Judgment and Order provided by the Courts on 7-17-15 "A
420 JOKE" W/O SURETY.

421 WHY IS THIS ALLOWED Morgan was not allowed with-out some
422 SURETY????????? But Fraud is GOOD IN WASHINGTON STATE
423 N.O.V.A.'s illegal Gifting Mr. Morgan's Land, Commissioners
424 directly involved!!!!!!!!!!!!!!!!!!!!!!
425

426 [Originally effective July 1, 1976; amended effective
427 September 1, 2010; September 1, 2014.]
428
429
430

431 References

432
433 Form 3, Motion for Discretionary Review; Rule 2.3,
434 Decisions of the Trial Court Which May Be Reviewed by
435 Discretionary Review; Rule 17.3, Content of Motion, (b)
436 Motion for discretionary review; Rule 17.6, Motion Decided
437

438 09/20/15
439

440 Respectfully submitted,

441 *Lewis R. Morgan* // only" and (son's)
442 *William Henry Morgan for Lewis R. Morgan*

443 **ONLY: Lewis Rudolph; Morgan and Paternal Son's (only 2) not**
444 **ESTATE. PLEASE CHANGE HEADING to Match the Petitioner/Appellants request.**

445 **HEADING: Lewis Rudolph; Morgan Pro se (Appellant/ Litigant)**

446 **NOTE ADDRESS CORRECTION: CHANGE USPS MAIL ADDRESS:**

447 **PO BOX 42044 Portland, OR. 97242**

448 **EMAIL: morganwill31@gmail.com.**

449

450

451

452 Service Performed Upon the Following:

453

454 Certificate of Service

455

456 I swear all to be true and complete as served upon the following
457 parties by USPS on This 22 day 2015,

458

459

460

461 Montgomery Law Firm

Court of Appeals Div. III

462 344 E. Birch St. P.O. Box 269

500 N. Cedar St.

463 Colville, Washington.

Spokane, WA.

464 CC:

465 Steven P. Adams et, al.

466 Montgomery Law Firm

467

468 Court Clerk:

469 Supreme Court Washington State

470 PO BOX 40929

471 Olympia, WA. 98504-0929

Appendix of Documents
Also Statutory Authority for
Plaintiff Lewis Rudolph Morgan:

- (Pgs 1-6) A: PAID IN FULL SURETY
#1 and Special Warranty Deed
Belonging to Lewis Rudolph Morgan.
Stevens County Title was Closing Agent.
- #2 ~~Part #2~~: The Company, known as
Stewart Title on "Record"
Insured: Lewis Rudolph Morgan
Borrower: Steven P. Adams
5023-0249894-15 Dated 1-23-15
Affirmed and Confirmed by The Company.
- #3 ~~#3~~ #3: Paid in Full with the
CREDIT From Sale of
Home from (Morgan to Adams)
- * — OPEN YOUR EYES.....
Contract between Adams to pay
Morgan. Contingency.....

Appendix B: SPECIAL LIEN
Response Timely to Montgomery
Law Firm "but we can steal it
it Montgomery thinks it's FUNNY."

Appendix Documents

~~Appendix B~~ : Disclosed to COA div. III

The Company Financially Responsible
For Bond of Montgomery Law
Firm has stated "No Surety" Nor
on File with Company
O.R.N. # 254741

Washington State Office of Insurance
Commissioner Case No. 1283855
NAIC Number 50520

First Vice President / Regional Counsel
and Amy Teshera, Compliance Analyst
Dated July 14, 2015

With A.T.G. Washington State Constitution
for Depriving one of their Right to Property.

(Pg #^s 5+6) Appendix A: Real Estate Contract.
LOOK at the Numbers "Tax lots"

Tax # 6-39-23-50-13130-0

NOT 6-39-23-50-13130-08?

What are you folks doing?

3 Fraudulent Documents by
MONTGOMERY LAW FIRM but
"it was done by a lawyer"?

County Excuse Whats Yours?

Appendix - A

SEE

PAID IN

FULL

SPECIAL WARRANTY

DEED

OWNER Morgan



247033
Page: 2 of 2
05/31/2000 1:02PM
Ferry Co Wa

easement 20 feet wide extending from the North line of the SE 1/4 SW 1/4 of Section 8, dated August 19, 1963, recorded November 19, 1971, recording No. 159828.

SUBJECT TO easement, including the terms and conditions thereof, grantor Arden Tree Farms, Inc., a Washington corporation, grantee Stephen H. Oswin and Teresa L. Oswin, husband and wife, purpose: a perpetual and non-exclusive easement for ingress and egress across the E 1/2 SW 1/4 Section 8, dated May 14, 1980, recorded May 19, 1980, recording No. 185545.

SUBJECT TO easement, including the terms and conditions thereof, grantor Julius C. Carson and Inger K. Carson, husband and wife, grantee Stephen H. Oswin and Teresa L. Oswin, husband and wife, purpose: a perpetual and non-exclusive easement for ingress and egress over the W 1/2 S 1/2 S 1/2 SE 1/4 NW 1/4 Section 8, dated May 15, 1980, recorded May 19, 1980, recording No. 185546.

TOGETHER WITH all easement and property rights appurtenant to the property transferred herein.

This Deed is given in fulfillment of that certain Real Estate Contract between the parties hereto, dated APRIL 16, 1998 and conditioned for the conveyance of the above described property, and the covenants herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract. CONTRACT RECORDING # 248553, RECORDED ON 4-17-98 Real Estate Excise Tax was paid on this sale on _____ Receipt No. _____

DATED this 16th day of April, 1998

Stephen H. Oswin
STEPHEN H. OSWIN

Teresa L. Oswin
TERESA L. OSWIN

STATE OF WASHINGTON

COUNTY OF STEVENS

This is to certify that on this 16th day of April, 1998, before me a Notary Public in and for the State of Washington duly Commissioned and sworn, personally came STEPHEN H. OSWIN and TERESA L. OSWIN, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Julie K. Pierce
NOTARY PUBLIC in and for the State of Washington residing in 10111 1st St NW
My commission expires 11/15/2002

PAID

EXCISE TAX

A-2

TOGETHER WITH all easement and property rights appurtenant to the property transferred herein.

This Deed is given in fulfillment of that certain Real Estate Contract between the parties hereto, dated APRIL 16, 1998 and conditioned for the conveyance of the above described property, and the covenants herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract. CONTRACT RECORDING # 240553, RECORDED ON 4-17-98
Real Estate Excise Tax was paid on this sale on _____, Receipt No. _____

DATED this 16th day of April, 1998

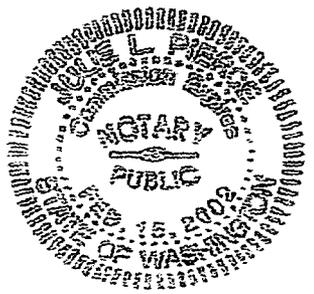
Stephen H. Oswin
STEPHEN H. OSWIN
Teresa L. Oswin
TERESA L. OSWIN

STATE OF WASHINGTON)

COUNTY OF STEVENS) ss

This is to certify that on this 16th day of April, 1998, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally came STEPHEN H. OSWIN and TERESA L. OSWIN, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Valerie K. Lewis
NOTARY PUBLIC in and for the State of Washington residing in Okanogan
My commission expires 12/15/2002

PAID
APR 17 1998
PERRY CO. TREASURER
BY [Signature]

EXCISE TAX
ST. 1545 - 50 LOC 23013
INT. ST. 0 LOC 0
GEN ST. 0
REC # 98-178

A-27

A-3



Ashley Callahan
 Claims Counsel
 Stewart Title Guaranty Company
 1420 5th Ave
 Suite 440
 Seattle, WA 98101
 (206) 770-8855
 (206) 802-9166 Fax
 ashley.callahan@stewart.com

January 23, 2015

Mr. Lewis Rudolph Morgan
 P. O. Box 42044
 Portland, OR 97242

Re: STGC File No. S023-0249894-15
 ★ Insured: Rudolph Morgan, Lewis ★
 Policy No. O-9993-1519312
 Borrower: Steven P. Adams
 Property Address: 4572 Bellstar Road
 Clayton, WA 99110

Lewis Rudolph Morgan

Dear Mr. Rudolph Morgan:

Thank you for your notice received January 19, 2015, inquiring about coverage under a Stewart Title Guaranty Company ("Stewart") Title Insurance Policy. This letter will serve as an acknowledgement of our receipt of your inquiry.

The undersigned, as the Claims Counsel for Stewart will be processing your inquiry. All correspondence or discussion regarding your inquiry should be conducted directly with me. In order to expedite our handling of your inquiry, please reference all correspondence with Stewart's File Number S023-0249894-15.

Should you have any questions regarding this matter, please do not hesitate to contact me at the contact information set out above.

Very truly yours,

Ashley Callahan

Ashley Callahan

AC

cc: Kelly Rickenbach Esq. (w/enclosures)

A-4

WASHINGTON MUTUAL
CASH STATEMENT

11-00- WASHINGTON MUTUAL

3-24-00 9:10AM P. 1 03
CUSTOMER SERVICE
1-888-800-8738

May 24, 2000

RE:
Fax No.: 509-684-3659

Loan No.:
Loan Type: Conventional

RE:
STEPHEN R OSWIN
TERESA L OSWIN
178 DEKRIEF RD # B
COLVILLE WA 99114

Property Address:
4725 MATTSOON CREEK R
BOYDS WA

In response to your request, the following amounts are required to pay
this loan in full on May 26, 2000.

This loan is due for the June 15, 2000 payment	
The current total unpaid Principal Balance is:	38,892.45
Interest at 07.50000 % Total Interest Due:	87.64
RECON/RECORD/TITLE	14.00
*****TOTAL AMOUNT TO PAY LOAN IN FULL*****	39,984.09

Funds received on/after May 26, 2000 will require an additional
\$ 7.97 interest per day. If this is an Adjustable Rate Loan, this
figure is subject to change. If your loan has a negative amortization
feature, the principal balance is subject to an increase.

These figures are subject to final verification by the Noteholder.
Figures may be adjusted if any funds previously received are rejected
by the institution upon which it was drawn.

Page 1 of 2

SKOK & MONASMITH, P.S. - COLVILLE TRUST ACCOUNT 140 S. ELK (509) 684-1965 P.O. BOX 71 COLVILLE, WA 99114		DATE <u>May 25, 2000</u>	15-01258 VIA E763
PAY TO THE ORDER OF <u>Washington Mutual</u>		\$ 38,984.09	
<u>Thirty eight thousand nine hundred eighty four dollars and</u>		<u>00</u> 100	DOLLARS
Bank of America			
OLTA Account 65703			
FOR <u>Morgan to Adams</u>		<u>Mary Beth Brown</u>	

A-5

SALE OF BUYER'S PROPERTY CONTINGENCY

Purchase and Sale Agreement No. RSC042501
Addendum No. 15

THIS SALE OF BUYER'S PROPERTY CONTINGENCY ADDENDUM ("Sale Addendum") is entered into this 25th day of April, 2000 between STEVEN P ADAMS ("Buyer") and Lewis Rudolph; Morgan ("Seller") and modifies and supplements that Purchase and Sale Agreement dated April 25, 2000 ("Agreement").

- 1. CONTINGENCY. This Agreement is contingent upon and subject to the Buyer entering into an agreement to Buyer's Property located at 1313 TOWNSEND AVE, City of ORIENT, State of WA ("Buyer's Property"), on or before June 02, 2000. The Seller may elect to terminate this Agreement and return the Buyer's earnest money deposit if the Buyer fails to provide written notice that this contingency has been satisfied or waived by this date. The Buyer's written notice of satisfaction must include a complete copy of the Purchase and Sale Agreement for the sale of the Buyer's Property.
- 2. LISTING OF BUYER'S PROPERTY. If the Buyer does not currently have the Buyer's Property listed, Buyer agrees to list Buyer's Property with a real estate broker within five (5) days of mutual acceptance of this Agreement. The Buyer agrees to keep the Buyer's Property listed during the term of this Agreement. The Buyer shall provide a copy of the listing to the Seller.
- 3. FAILURE TO CLOSE - BUYER'S PROPERTY. This Agreement shall terminate and the Buyer shall be entitled to the return of its earnest money deposit if the sale of the Buyer's Property fails to close through no fault of Buyer.
- 4. EFFECT OF BUYER'S WAIVER. Notwithstanding any other closing date set forth in the Agreement, if the Buyer waives this contingency without accepting an offer on the Buyer's Property, this Agreement shall close within 30 days (30 days if not filled in) of the Buyer's written notice of waiver. If the Buyer fails to close this Agreement with the said period for any reason, including failure to satisfy any remaining contingencies of Agreement, the Buyer shall be considered in default.
- 5. SELLER'S CONSENT REQUIRED ON SALE OF BUYER'S PROPERTY. The Buyer must obtain the Seller's prior written consent to accept any offer to buy Buyer's Property:
 - (a) that contains a contingency for the sale of the offeror's property; and/or
 - (b) that includes a closing date later than the closing date for this Agreement.

NOTICE: If the Buyer accepts an offer in violation of the terms of this paragraph without Seller's prior written consent, the Buyer shall be considered in default and Seller may elect to terminate this Agreement.

- 6. BUMP CLAUSE - SELLER'S CONTINUED MARKETING. The Buyer acknowledges that the Seller will continue to actively market the Seller's property until the Buyer notifies the Seller that the Buyer has satisfied or waived this contingency. If the Seller receives a backup offer prior to the Buyer's notice of satisfaction or waiver, the Seller shall give the Buyer 3 days (3 days if not filled in) written notice of Seller's intent to accept the new offer.

If the Buyer is able to satisfy or waive this contingency within the bump period by giving the Seller written notice, the Buyer may proceed to close this transaction. The Buyer's written notice of satisfaction must include a complete copy of the Purchase and Sale Agreement for the sale of the Buyer's Property. If no notice is received from the Buyer, this Agreement shall terminate and the earnest money shall be returned to the Buyer.

* BUYER:
Steven P Adams
STEVEN P ADAMS

* SELLER *
Lewis Rudolph; Morgan
Lewis Rudolph; Morgan

DATE: 4/26/00

DATE: 4/26/00

© 1999 Washington Association of REALTORS® 12/99, Form A-102

A-6

APPENDIX B

See Reply to

6el:31 et. Seq.

and the Fraud

by Montgomery

IN REM.

* Ferry County, WA Dianna Galvan, Auditor 0282683 *
Pg=2
LEWIS RUDOLPH MORGAN 11/08/2013 02:30 PM
00008777201302826830020029

After Recording
Return to: Lewis Rudolph; Morgan
P.O. Box 1698
La Pine, OR. 97739

Notice *
And
* Amended True Bill
Due and payable on receipt

Be it known to all by this present and given notice.

This True Bill is a consensual commercial lien against the real property described herein and debtor named herein.

I Lewis Rudolph; Morgan known as the buyer/purchaser of the Real Property and holder of the unperfected Interest RCW 62A.9A.318(a)(b) described herein and hereafter as;

Land Sale Contract, Dated May 25, 2000; Contract Record No: 246989
Recorded by; FERRY COUNTY TITLE on May 25, 2000 @ 4:01 P.M.
Land being the Real Property, described as, Lots 13, 14, 15, 16 and 17, Block 13 and "SUBJECT TO: any information contained in the Dedication of Orient Townsite".

* Whereas, this notice and True Bill is brought forward in Just Compensation for; the Willing, Knowing and consensually agreed Breach of the Contract and for; the Willing and Knowing extortion of property under color of Contractual Right.

* The debtors are as follows;

- Steven P. Adams a man, known as the seller
- Erwin J. Bell a man
- ERWIN J. BELL CEO STEVENS COUNTY TITLE
- STEVENS COUNTY TITLE a contract service company
- ERWIN J. BELL, TRUSTEE for THE KATHRYN E. BELL Q-TIP TRUST
- THE KATHRYN E. BELL Q-TIP TRUST
- MONTGOMERY LAW FIRM; held in reserve pending further action.
- CHRIS A. MONTGOMERY ATTORNEY AT LAW; held in reserve pending further action.
- Chris A Montgomery a Man, held in reserve pending further action

As per Letter dated October 3, 2013 and by the contract page 3, under Seller's payment right; this True Bill is amended and giving notice, the one time, 10 day offer has expired.

B-2

Cure/ Remedy

Original Investment \$ 60,000.00 per day, times 13 years, times 12 percent interest..... \$ 318,864,000.00
 Plus \$ 265 per month, times 12 month, times 12 percent interest, times 13 year..... \$ 46,300.80
 Plus \$45 per year service fee, times 13 years, times 12 percent.....\$ 655.20
 Total.....\$ 318,910,956.00
 Plus TRIPLE INDEMNITY.....Total\$ 956,732,868.00
 Plus clear unencumbered Title and bill of sale, properly recorded

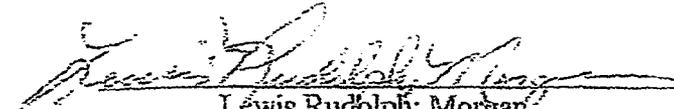
I Lewis Rudolph; Morgan herein the buyer/purchaser, affirm and say, to the best of my first hand knowledge of fact the fore going True Bill is true, correct and not misleading and is DUE AND PAYABLE ON RECEIPT and CONSENSUL COMMERICAL LIEN AGAINST THE REAL PROPERTY, DEBTORS AND THEIR ASSETS.

Subscribed and attested to this 27th day of November 2013 and sealed by buyers left thumb.

Seal



Left thumb


 Lewis Rudolph; Morgan
 P.O. Box 1698
 La Pine OR. 97739

Appendix "C"
Court of Appeals
Decision in Favor
of Lewis Rudolph; Morgan,
By and through
Administrative "Stay"

RONALD R. CARPENTER
SUPREME COURT CLERK

THE SUPREME COURT
STATE OF WASHINGTON

TEMPLE OF JUSTICE
P.O. BOX 40929
OLYMPIA, WA 98504-0929



SUSAN L. CARLSON
DEPUTY CLERK / CHIEF STAFF ATTORNEY

(360) 357-2077
e-mail: supreme@courts.wa.gov
www.courts.wa.gov

September 15, 2015

LETTER SENT BY E-MAIL ONLY

Lewis Rudolph
P.O. Box 42044
Vancouver, WA 97242

Hon. Renee Townsley, Clerk
Court of Appeals, Division III
500 North Cedar Street
Spokane, WA 99201

Chris Alan Montgomery
Montgomery Law Firm
344 East Birch Avenue
PO Box 269
Colville, WA 99114-0269

Re: Supreme Court No. 92223-3 - Lewis Rudolph; Morgan, ~~Family and Estate~~ ^{Paternal Son's} v. Steven P. Adams, et al
Court of Appeals No. 32609-8-III

Clerk, Counsel and Mr. Rudolph:

The Court of Appeals has forwarded to this Court the Petitioner's untitled pleading, which appears to be an attempt to file as a petition for review, and related Court of Appeals file in the referenced cause number. The matter has been assigned the Supreme Court cause number indicated above. A copy of the untitled pleading is enclosed for the Respondent.

A review of the pleading reveals that it fails to meet the requirements for a petition for review as set forth in RAP 13.4(c). Accordingly, the petition has been rejected for filing. Because the pleading was timely filed in the Court of Appeals, the Petitioner is granted permission to serve and file with this Court a proper petition for review, provided it is served and filed by not later than October 14, 2015. The content and style of the petition should conform with the requirements of RAP 13.4(c), (e) and (f). I have enclosed for the Petitioner a copy of Forms 9, 5, 6, and part F. of Form 3 from the appendix to the rules, as well as a copy of RAP 13.4.

In addition, the \$200 filing fee did not accompany the petition. The Petitioner should pay the filing fee to this Court by not later than October 14, 2015.

Failure to serve and file a proper petition for review and to pay the \$200 filing fee by October 14, 2015, will most likely result in the dismissal of this matter.

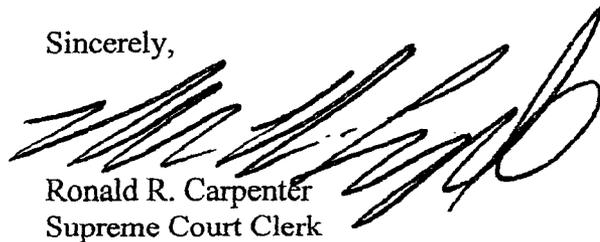
Why Can't this court Motion for Morgan in
Fairness.

Counsel for Respondent is advised that upon receipt of the proper petition for review and the \$200 filing fee a due date will be established for the filing of any answer to petition for review.

The parties are referred to the provisions of General Rule 31(e) in regards to the requirement to omit certain personal identifiers from all documents filed in this court. This rule provides that parties "shall not include, and if present shall redact" social security numbers, financial account numbers and driver's license numbers. As indicated in the rule, the responsibility for redacting the personal identifiers rests solely with counsel and the parties. The Clerk's Office does not review documents for compliance with the rule. Because briefs and other documents in cases that are not sealed may be made available to the public on the court's internet website, or viewed in our office, it is imperative that such personal identifiers not be included in filed documents.

It is noted that for attorneys, this office uses the e-mail address that appears on the Washington State Bar Association lawyer directory. Counsel are responsible for maintaining a current business-related e-mail address in that directory.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald R. Carpenter", written over a printed name and title.

Ronald R. Carpenter
Supreme Court Clerk

RRC:jd
Separate enclosures as stated

IN THE COURT OF APPEALS STATE OF WASHINGTON DIVISION III

Rejected
9/14/15

92223-3

FILED

AUG 20 2015

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

RAP 6.2
DISCRETIONARY REVIEW

(a) Generally. The appellate court accepts discretionary review of a trial court decision by granting this motion and Petition for discretionary review due on 8-31-15 according to COA Div. III Clerk of the Court. Case # 326098-III,

(b) Time To Make Motion. The party seeking discretionary review must file in the appellate court a motion for discretionary review within 15 days after filing the notice for discretionary review, or, in cases where The appellate court has appointed counsel for a party entitled to seek discretionary review at public expense pursuant to rule 15.2, within 15 days after appointment. If a party files a notice of appeal from a decision Which may not be subject to review as a matter of right, the clerk or a party may note for hearing the question whether the decision is reviewable as a matter of right and, if the decision is reviewable by discretion, the question whether review should be accepted. This Matter Comes before this court ultimately and finally with the need for justice that has not been there, this court refuses to prioritize the laws of constant foundation which this original agreement was consummated with the Court of Appeal Division III and Now said impaneled Supreme Court Ruling allowing attorney's fees for corruption deceit and deceptive practice in law with collusion from Stevens County Title a Party Never In Concern since Mr. Montgomery CLTA is by and threw Columbia Title (NO LONGER IN BUSINESS) also Ferry County Professional Services and Ferry County Title Company Now, seems a letter was sent by Old Republic Title the Company Insuring the CLTA by and threw Mr. Montgomery and his Law Firm, Please See Attached RAP 22 in concern to SURETY required to Forfeit Contract "REC" Once Again shows Morgan as Maker and Insured NOT ADAMS et al.

(c) Regular Motion Procedure Governs. A motion for discretionary review is governed by the motion procedure established by Title 17. The motion and the response should append those portions of the record below to which the motion or response refer. The appendix should include a table of contents and the pages should be consecutively numbered. The Only laws that matter are the Company says Morgan Insured and Adams as Borrower, Adams never paid Morgan not vise-versa and Stevens County Title and Owner Wayne Bell has purchased what is not legally sold by Adams deceit and un-willingness to do right and

IN THE COURT OF APPEALS STATE OF WASHINGTON DIVISION III

provide for his own, most certainly burden of proof is before the Courts and being ignored, to allow further deceit and parallel avenues attempting to be followed "i.e. Bells Trust Purchased in Conflict of Account after account was PAID IN FULL by Morgan to Adams also switching Morgan interest making Adams look to be Maker", Mr. Montgomery harassing and encouraging the whole way, i.e. thinks it's funny to charge debt not owed and make all look good on paper by way of forgery and unlawful forfeits. Courts have failed to follow through and not conflict by providing privileged communications to respondents. No Matter the Attempts this Court has NO INTENTION OF RETURNING Morgan his "REAL PROPERTY IN FREE HOLD"

(d) Notice of Decision on Motion. The clerk of the appellate court will promptly give written notice to the parties and the trial court of the appellate court's decision on the motion for discretionary review. Furthermore; and Finally Mr. Morgan has said Special Warranty Deed on file and proven letter's by the Company showing true Ownership and may acquire at any-time his rights back to said property by any means to protect investment.

This Court Now Must Provide Disclosure to Mr. Montgomery and firms CLTA Surety of BOND OF SUPERSEADES OR RETURN BY JUDGMENT TO Mr. Morgan Lawfully and Honorably by the order of the KING. I.E. "FREE HOLD" SPECIAL WARRANTY DEED.

Judgment and Order provided by the Courts on 7-17-15 "A JOKE" W/O SURETY.

WHY IS THIS ALLOWED Morgan was not allowed with-out some SURETY????????? But Fraud is GOOD IN WASHINGTON STATE N.O.V.A.'s illegal Gifting Mr. Morgan's Land, Commissioners directly involved!!!!!!!!!!!!!!!!!!!!

[Originally effective July 1, 1976; amended effective September 1, 2010; September 1, 2014.]

References

Form 3, Motion for Discretionary Review; Rule 2.3, Decisions of the Trial Court Which May Be Reviewed by Discretionary Review; Rule 17.3, Content of Motion, (b) Motion for discretionary review; Rule 17.6, Motion Decided By Ruling or Order.

IN THE COURT OF APPEALS STATE OF WASHINGTON DIVISION III

FILED

AUG 20 2015

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

FORM 5. Title Page for all Briefs and Petition for Review
(Rule 10.3 (briefs); Rule 13.4(d) (petition for review))

No. (326098-III)

SUPREME COURT, DIVISION III OF THE STATE OF WASHINGTON

(Title of trial court proceeding with parties designated as in
rule 3.4,
for example:

Lewis Rudolph; Morgan, Appellant and Petitioner,
Vs.

Steven P. Adams, et.al, Defendants and
Respondents.)

PETITION FOR REVIEW, BRIEF OF PETITIONER, REPLY BRIEF OF
APPELLANT Petition for Review

Name Of Petitioner: Lewis Rudolph; Morgan
As Identity of Appellant as well.

Lewis Rudolph; Morgan
P.O. Box 42044
Portland, OR. 97242

1
2
3
4

C-6

FILED

AUG 20 2015

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

FORM 2. Notice for Discretionary Review

(Rule 5.3(b))

SUPERIOR COURT OF WASHINGTON
FOR FERRY COUNTY

(Lewis Rudolph; Morgan,)
Plaintiff,)

No. (14-2-0032-8)

v.)

NOTICE OF

DISCRETIONARY

(Steven P. Adams et.al),)

REVIEW TO

)

COURT OF APPEALS # 326098

Defendant's.)

RAP 9.11 Additional Evidence

This matter comes before the COA Div. III the plaintiff Lewis Rudolph; Morgan, (plaintiff), seeks NEW review by Trial De Novo, the designated appellate court of the (Describe the decision or part of decision which the party wants reviewed: for example, "CR 5-7 Required Discovery 20 days" Mr. Adams nor Counsel ever provided complete discovery as to SURETY, The Courts Granted Judgment of a Forfeitures by Adams et.al, by way of counsels CLTA Bonded Practice to forfeit legally "REC" "RCW 61.30 et. seq.") entered on (6-20-14 un- lawfully). Mr. Morgan is the Aggrieved Party and wants his REAL PROPERTY PAID IN FULL BACK. RCW 62A.9A.318

A copy of the decision is attached to this notice.
(6-20-14)



Signature Plaintiff

Electronically Signed
Lewis Rudolph; Morgan
P.O. Box 42044 Portland, OR.
97242.

CC: Adams et, al.

C-7

IN THE COURT OF APPEALS STATE OF WASHINGTON DIVISION III

FILED

AUG 20 2015

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

FORM 16. Petition Against State Officer

(Rule 16.2(b))

No. (326098)

SUPREME COURT OF THE STATE OF WASHINGTON

(Lewis Rudolph; Morgan),)	
Petitioner,)	
v.)	PETITION AGAINST
STATE OFFICER)	
Chris A Montgomery,)	
Montgomery Law Firm,)	
Adams, et.al,)	
Stevens County Title LLC.)	
STATE OF WASHINGTON COMMISSIONERS AND)	
COURT OF APPEALS Div. III/SUPREME COURT)	
Respondent's,)	

Petitioner alleges:

(Set forth in numbered, descriptively titled paragraphs, as in a complaint in a civil action, a short and plain statement of the claim showing that petitioner is entitled to relief. Conclude with a demand for judgment for the relief sought. See CR 10.) This is a Complaint by the Petitioner and moving party as to the disregard for Amicus Curies and Complaints set out by CR 10 also LR 59 and LR 56 Due to Plaintiff and disregarded by the Courts and their Counsel For et.al, illegally colluding and looting the REAL PROPERTY INVOLVED HERE, when Buyers injunction was requested with "STAY" Granted originally and now is allowed by the Courts to be demurred. CR/LR 37A request with Sanctions RAP 18.1 requested trice now and Criminal Complaints are being filed in rem jurisdiction RAP 3.1 (1)(2)(3)(4)(5)(b) for Timely Appeal needed resolved based on TIME IS OF THE ESSENCE.

(1) CR 50(b) (judgment as a matter of law), (2) CR 52(b) (Amendment of findings), (3) CR 59 (reconsideration, new trial, and amendment of judgments), (4) CrR 7.4 (arrest of judgment), or (5) CrR 7.5 (new trial).

C-9

Judge a fair presentation of
the
Matters material to settlement of the case.
Contempt of Court Otherwise, ALL IN
CONTEMPT OF PROCEEDINGS

(8-12-15)

L Morgan and W Morgan

8-12-15

Signature Petitioner: Lewis Rudolph; Morgan
P.O. Box 42044 Portland, OR. 97242

Electronically Signed

IN THE COURT OF APPEALS STATE OF WASHINGTON DIVISION III

FILED

1. FORM 20. Motion To Modify Ruling

(Rule 17.7)

AUG 20 2015

No. (326098)

COURT OF APPEALS
DIVISION III
STATE OF WASHINGTON

(SUPREME COURT DIVISION III)
OF THE STATE OF WASHINGTON

Lewis Rudolph; Morgan)
Appellant,) MOTION TO MODIFY
RULING)
Vs.)
Adams, et.al,)

1. IDENTITY OF MOVING PARTY

(Lewis Rudolph; Morgan), (designation of moving party is
Petitioner Appellant) asks for the relief designated in Part 2.

2. STATEMENT OF RELIEF SOUGHT

Modify ruling of the Commissioner's filed on (). The
ruling (state substance of ruling, for example: "denied the
motion to be
Reversed and Modified by STAY and Bond performance meet by
Petitioner and NOW illegally granting Attorney's Fees to
Respondent and counsel) This court should
(State relief requested, for example: "Reverse all Judgments
given by all courts involved to this point".).

3. FACTS RELEVANT TO MOTION

(Here state facts relevant to original motion, with
reference to or
copies of parts of the record relevant to that motion. The facts
set forth
In the original motion may be incorporated by reference. THE
RESPONDENTS HAVE NO SURETY AND ARE A FRAUD SEE ATTACHED
DOCUMENTS REBUTTING BOND BY FORFEIT CREATED BY MONTGOMERY LAW
FIRM, by and through OLD REPUBLIC TITLE and Filed in fraud on 4-
16-14 by way of "Counsel Created the Paperwork", FERRY COUNTY
CLERKS EXACT WORDS, NOW SEE ATTACHED DOCUMENTS ALLOWED BY ALL
COURTS OF COMPETENCE.

4. GROUNDS FOR RELIEF AND ARGUMENT

Montgomery is holy unsubstantial bond of fraud should be
reversed as post judgment relief for Mr. Morgan, Morgan can
prove through SURETY and moving party designation he is rightful
owner and possessor of REAL PROPERTY PAID IN FULL weather courts
regard or not). Survival will be everlasting. Signed by Adams as

C-11

IN THE COURT OF APPEALS STATE OF WASHINGTON DIVISION III

consummated loan from Morgan to Adams private financing was not STEVENS COUNTY TITLE they are liable now for collusion to steal also known as Racketeering and Corruption RICCO.

(8-12-15)

Respectfully

submitted,

Lewis Rudolph; Morgan P.O. Box 42044

Portland, OR. 97242

A stay is a suspension of the case or some designated proceedings with in a case. It is a kind of injunction with which a court freezes its proceedings at a particular point i. e. order of abandonment by ferry county courts has been stayed.....

GRANTED THIS DAY _____ 2015

by _____

SUBMITTED BY MOVING PARTY

L Morgan and W Morgan 8-12-15
Electronic signed.

Lewis Rudolph; Morgan and family estate Pro se.

ATT: COA Div. III and SUPREME COURT WASHINGTON STATE

RENEE TOWNSLEY.

C-12

CC: ADAMS by and threw MONTGOMERY defendants counsel.

41 Memorandum is the "REC" between Morgan "Maker" / "Insured" and Adams the
42 Borrower.

43 SEE THE TRUTH
44 FOR ONCE,
45 OTHERS ARE
46 FOR CERTAIN.