



First American Title

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 6308-6567252

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements; and
- (f) Schedule B, Part II-Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Provided that this does not supersede Hawaii's Uniform Arbitration Act, Hawaii Revised Statutes, Chapter 658A, either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Subject to the provisions of Hawaii Revised Statutes, Chapter 658A, arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) shall be entered in any court having jurisdiction thereof.

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First American Title

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 6308-6567252

Transaction Identification Data for reference only:

Issuing Agent: First American Title Company, Inc.

Issuing Office: 820 West Hind Drive, Suite 1231,
Honolulu, HI 96821

Commitment No.: 6308-6567252

Issuing Office File No.: 6308-6567252

Property Address: 54-183 Hauula Homestead Road, Hauula, HI
96717

Revision No.:

SCHEDULE A

1. Commitment Date: March 24, 2021 8:00 AM
2. Policy to be issued:
 - (a) ALTA® ALTA Owner's Policy of Title Insurance (6-17-06) (Standard Coverage) Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$1,000.00
 - (b) ALTA® To Be Determined Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$1,000.00
 - (c) ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Nicholas Denzer, husband of Amy Denzer, as Tenant in Severalty
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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A handwritten signature in black ink, appearing to be 'John A. [unclear]', written in a cursive style.

By:

Authorized Signatory

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First American Title

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 6308-6567252

Commitment No.: 6308-6567252

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Release(s) of Item No(s). 10.V.1, 10.V.2, 10.V.3, 10.V.4 and 10.V.8 in Schedule B, Section Two, be recorded in the Official Records.
6. The requirement that we be provided with the evidence from the Family Court of the Family Court of the First Circuit Circuit of the State of Hawaii, that all payments due under that certain Child Support Lien shown as Item No. 10.V.5, in Schedule B, Section Two, are current and not in arrears.
7. If the mortgage in favor of Sovanna Men, shown as Item No. 10.V.7, in Schedule B, Section Two, is to be paid off and omitted from the title insurance policy, a proper and recordable form of Release of Mortgage must be provided at the time the transaction is recorded.
8. If the mortgage in favor of Kimlorn Penh, unmarried, shown as Item No. 13, in Schedule B, Section Two, is to be paid off and omitted from the title insurance policy, a proper and recordable form of Release of Mortgage must be provided at the time the transaction is recorded.
9. If the mortgage in favor of Cooper, Incorporated, an Oklahoma corporation, shown as Item No. 14, in Schedule B, Section Two, is to be paid off and omitted from the title insurance policy, a proper and recordable form of Release of Mortgage must be provided at the time the transaction is recorded.

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First American Title

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 6308-6567252

Commitment No.: 6308-6567252

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.

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8. Real property tax assessments for the fiscal year 2020-2021:

Tax Map Key No.: (1) 5-4-007-006-0000
Property Class: 1

First Installment: \$1,111.60, DELINQUENT
Penalty: \$111.15
Interest: \$82.67
Amount Paid: \$805.44
Amount Due: \$499.98, through April, 2021
Second Installment: \$1,111.60, DELINQUENT
Penalty: \$TBD
Interest: \$TBD
Amount Paid: \$0.00
Amount Due: \$1,111.60, through April, 2021

Note: Verification should be made with the Office of the Director of Finance on the delinquent taxes shown above. Posting may not be current and information provided is not always accurate.

9. Title to all mineral and metallic mines reserved to the State of Hawaii.

10. The effect if any of the following documents; All recorded at the Bureau of Conveyances, State of Hawaii, unless otherwise noted:

Note(s):

- a. Records at said Bureau of Conveyances, the Hawaii Supreme Court and the First Circuit Court, fail to disclose a transfer(s) and/or conveyance(s), Probate(s) and/or Judicial Determination of Heirs under the name(s) of Keoho (k), affecting the land herein described.
- b. Foreign Testimony to said Land Commission Award No. 8437 in Volume 10 Page 21, cites the following: "... Keoho died latter part of 1848; Kailieleele, (w), his granddaughter now has the claim..."
- c. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) made to and/or under the name(s) of Kailieleele (w), affecting the land herein described.
- d. Records at the Hawaii Supreme Court and the First Circuit Court, fail to disclose a Probate(s) and/or Judicial Determination of Heirs under the name(s) of Kailieleele (w), affecting the land herein described.
- e. Instruments:

Dated: April 6, 1885 and April 24, 1882

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Recorded: April 5, 1888
Book 106, Page 420, and Book 106, Page 421,
respectively

discloses the following children of Kailieleele (w):

1. Kilion (k)
 2. Kaanaana (w)
 3. Lepeka Auamo (w) also known as Rebeca (w)
- f. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) made to and/or under the name(s) of Kiliona (k) and/or Kaanaana (w), affecting the land herein described.
- g. Records at the Hawaii Supreme Court and the First Circuit Court, fail to disclose a Probate(s) and/or Judicial Determination of Heirs under the name(s) of Kiliona (k) and/or Kaanaana (w) affecting the land herein described.
- A. As to the purported interest of Lepeka Auamo (w) aka Rebeca (w):

Note(s):

1. Lepeka Auamo aka Rebeca may also have been known as Lepeka Kaili (w) and as Lepeka Kahai (w) as disclosed in Book 187, Page 282.
2. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) made to under the name(s) of Lepeka Auamo, Rebeca, Lepeka Kaili and or Lepeka Kahai, affecting the land herein described.

However, the following is of record:

Deed

Dated: April 18, 1895
Recorded: April 18, 1895
Book 154, Page 12
Grantor: Lepeka Auamo (w) no marital status
Grantor: Hanale Kalawaia (k) no marital status
Conveys: The lands of my grandfather Keoho, RP 4199 LCA 8437

Note(s):

1. Hanale Kalawaia (k) may also have been known as Henry Kalawaia (k)
2. Records at said Bureau of Conveyances, the Hawaii Supreme Court and the First Circuit Court, fail to disclose a transfer(s) and/or conveyance(s), Probate(s) and/or Judicial Determination of Heirs under the name(s) of Hanale Kalawaia (k) and/or Henry Kalawaia, affecting the land herein described.
3. Records at the Department of Health, Office of Health Status Monitoring shows the Death of one Henry K. Kalawaia on or about January 13, 1918 in Kalaupapa.

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4. Instrument recorded in Book 220, Page 366 shows one Kupele (w) as widow and sole heir of Hanale Kalawaia (k) however.
5. Instruments recorded in Book 495, Page 207 and Book 498, Page 76, shows the following Geneology of Henry Kalawaia:

Kalawaia (k) married Kaakau (w) and had the following children:

- a. Waiholua (k) who married _____ and had
 Ane (w) who married Ben Poepoe
 Waiholua (k) then married Luka Ah Leong Fat (w) and had
 Kulaia (w)
 Kalani (k) and
 David Waiholua (k) whose wife was Puni Waiholua (w)
- b. Keaulana (k) who married Kahili Kahoino (w) and had
 John Keaulana whose wife was Flora Keaulana
 Abraham Keaulana whose wife was Mary Keaulana
- c. Kupele (w) who married Kahinu (k) and
- d. Henry Kalawaia, single
 Kaakau (w) (their mother) dies, and Kalawaia (k) (their father)
 married Kaili (w)

6. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) made to and/or under the name(s) of Kalawaia (k), Kaakau Kalawaia (w), Waiholua (k) Ane Poepoe (w), Ben Poepoe, Luke Ah Leong Fat Waiholua, Kulaia Waiholua (w), Kalani Waiholua (k), David Waiholua, Puni Waiholua (w), Keaulana (k), Kahili Kahoino Keaulana (w), John Keaulana, Flora Keaulana, Abraham Keaulana, Mary Keaulana, Kupele Kalawaia Kahinu (w), Kahinu (k) and/or Kaili Kalawaia (w), affecting the land herein described.
7. Records at the Hawaii Supreme Court and the First Circuit Court, fail to disclose a Probate(s) and/or Judicial Determination of Heirs under the name(s) of Kalawaia (k), Kaakau Kalawaia (w), Waiholua (k), Ane Poepoe (w), Ben Poepoe, Luka Ah Leong Fat Waiholua (w), Kulaia Waiholua (w), Kalani Waiholua (k), David Waiholua, Puni Waiholua (w), Keaulana (k), Kahili Kahoino Keaulana (w), John Keaulana, Flora Keaulana, Abraham Keaulana, Mary Keaulana, Kupele Kalawaia Kahinu (w), Kahinu (k) and/or Kaili Kalawaia (w), affecting the land herein described.

The following is of record:

B. Deed

Dated: January 4, 1918

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Recorded: January 7, 1918
Book 478, Page 349
Grantor: L. M. Keaunui (k) and Lahaina Keaunui (w) his wife,
release of dower
Grantee: Mrs. Helen Holi
Conveys: All right, title and interest in RP 4199 LCA 8437
containing 50/100 acre, more or less
Cites: "... because of my adverse possession for 30 years, no
opposition since..."

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) made to under the name(s) of L. M. Keaunui (k), affecting the land herein described.

C. As to the Interest of Mrs. Helen Holi:

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Mrs. Helen Holi, affecting the land herein described.

However, the following is of record:

Probate No. 6391, First Circuit Court - "In the Matter of the Estate of Helen Holi, deceased"

1. Petition:
Filed: February 20, 1923, discloses the following:
 - a. Petitioner: John Kalili, foster son
 - b. Date of Death: January 18, 1923 in Honolulu
2. Order Appointing Administrator:
Filed: April 9, 1923

Letters issued to John Kalili
3. Inventory:
Filed: June 4, 1923, shows only personal property. Land under search not listed
4. Order Approving Accounts, Determining Trust and Distributing the Estate:

Filed: January 14, 1925 cites the following, as distributees of the remainder of the estate and property:

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Mrs. Annie K. Paakaula	1/4
Nancy Kaaukai	1/4
Mrs. Lily K. Woodward	1/4
Joseph Kalili	1/4

Note(s):

1. The interest of Joseph Kalili continues under Item D.
2. The interest of Mrs. Lily K. Woodward continues under Item E.
3. The interest of Nancy Kaaukai continues under Item I.
4. The interest of Mrs. Annie K. Paakaula continues under Item K.

D. As to the Interest of Joseph Kalili

Deed

Dated: December 17, 1924
Recorded: December 18, 1924
Grantor: Joseph Kalili, husband of Catherine Kalili, release of dower
Grantee: Edgar Henriques, no marital status shown
Conveys: All right, title and interest in and to the Estate of Helen Holi

Note(s):

The interest of Edgar Henriques continues under Item F.

E. As to the Interest of Mrs. Lily K. Woodward:

Deed

Dated: May 6, 1925
Recorded: May 7, 1925
Book 772, Page 433
Grantor: Lily K. Woodward, no marital status shown
Grantee: Edgar Henriques, no marital status shown
Conveys: All right, title and interest in and to the Estate of Helen Holi

F. As to the Interest of Edgar Henriques:

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Edgar Henriques, affecting the land herein described.

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However, the following is of record:

Order Approving Accounts, Determining Trust and Distributing the Estate - Probate No. ___ First Circuit Court - "In the Matter of the Estate of Edgar Henriques, deceased"

Dated: August 20, 1931
Recorded: August 25, 1932
Book 1175, Page 164
Re: The person entitled as distributee in and to the remainder of the estate and property belonging to said estate is as follows:

Bruce Cartwright, Executor under the Will and of the Estate of Lucy Kalanikumaikiekie Henriques, deceased.

Note(s):

Records at the First Circuit Court, revealed:

Foregoing probate as Probate No. 8477

- G. As to the Interest of Bruce Cartwright, Executor under the Will and of the Estate of Lucy Kalanikumaikiekie Henriques, deceased

Order Approving Accounts and Distribution of Estate – Probate No. 8804, First Circuit Court - "In the Matter of the Estate of Lucy Kalanikumaikiekie Henriques, deceased"

Filed: August 10, 1933
Cites: The person entitled, as distributee, to have delivered to him all of the rest, residue and remainder of the estate and property belonging to said estate remaining in the hands of said Bruce Cartwright, as such Executor, being the persons named in said Will are as follows:

Bruce Cartwright and Victor K. Houston, Trustees under the Will and of the Estate of Lucy Kalanikumaikiekie Henriques, deceased...

- H. As to the Trust Estate of Lucy Kalanikumaikiekie Henriques, deceased:

Vesting Order and Order Fixing Bond - Equity No. 3436, First Circuit Court - "In the Matter of the Trust Estate of Lucy Kalanikumaikiekie Henriques, deceased"

Dated: January 28, 1942
Recorded: March 21, 1961
Book 4025, Page 36
Re: Legal title in and to all of the trust property composing the trust estate created under the Will of Lucy Kalanikumaikiekie Henriques, deceased be and the same hereby is vested in Charles Theodore Winter and Bishop

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Trust Company, Limited, a Hawaii corporation, jointly, as Trustees under the Will and of the Trust Estate of said decedent, subject, however, to the trusts created under the Will, this vesting order to take effect as of December 31, 1941

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of the Trustees under the Will and of the Estate of Lucy Kalanimukaikiekie Henriques, affecting the land herein described.

I. As to the Interest of Nancy Kaaukai:

Deed

Dated: June __, 1945
Recorded: June 20, 1945
Book 1894, Page 317
Grantor: Nancy Kaaukai Nuhi, wife of Samuel Nuhi, r/c
Grantee: Francis Daniel Beirne, husband of Mary Kaliko Beirne and Mrs. Mary Ann Tato
Conveys: All of the undivided 1/4 right, title and interest of said grantor in and to the estate of Helen Holi, deceased in and to LCA 8437 Apana 1 to Keoho (besides other lands)

Note(s):

1. Records at said Board of Health shows the Marriage of one Lokalia Kaaukai Peahi (w) to one Sam Nuhi at Koolauloa, Oahu, on or about October 12, 1929.
2. Instrument shows one Nancy Lokalia Kaaukai, a divorced woman

Dated: February 11, 1925
Recorded: February 11, 1925
Book 1078, Page 59
3. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Mary Ann Tato, affecting the land herein described.

J. As to the Interest of Francis Daniel Beirne:

Note(s):

1. Records at the Board of Health, State of Hawaii shows a Decree of Divorce by and between one Daniel Beirne and Mary Kaliko Beirne on or about March 21, 1953.

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2. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Francis Daniel Beirne and/or Daniel Beirne, affecting the land herein described.

However, the following is of record:

Small Estate No. 90-87, First Circuit Court - "In the Estate of Francis Daniel Beirne, deceased"

1. Petition:
Filed: May 11, 1990, discloses the following:
 - a. Date of Death: July 3, 1986 in Honolulu
 - b. Heirs: Dannette Kaliko Pascual - daughter
Danielle Ululani Beirne - daughter
Dansette Puanani Martinez - daughter
Francis Daniel Beirne, Jr. - son
 - c. Real Estate: None
2. Inventory:
Filed: October 29, 1990

shows only monies, no real property
3. Order of Intestacy:
Filed: July 3, 1990, discloses the following:

heirs of decedent

Dannette Kaliko Pascual - daughter
Danielle Ululani Beirne - daughter
Dansette Puanani Martinez - daughter
Francis Daniel Beirne, Jr. - son

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Dannette Kaliko Pascual, Danielle Ululani Beirne, Dansette Puanani Martinez and/or Francis Daniel Beirne, Jr., affecting the land herein described.

K. As to the Interest of Mrs. Annie K. Paakaula:

Note(s):

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Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Mrs Annie K. Paakaula, affecting the land herein described.

However, the following is of record:

Decree Determining and Declaring Heirs of Annie Paakaula, deceased - Civil No. 4764, First Circuit Court - "In the Matter of the Determination and Declaration of Heirs of Annie Paakaula, deceased"

Dated: May 12, 1959
Recorded: May 21, 1962
Book 4278, Page 474
Cites: Ordered, Adjudged and Decreed that Annie Paakaula died intestate on September 20, 1953, and ... that she left as her heirs:

David Paakaula, Jr., single son
Daniel Paakaula, single son
Major Paakaula, single son
Margaret Paakaula Rodriguez, married, daughter
Annie Paakaula Vierra, married, daughter
Harriet Paakaula Nakamura, married, daughter

Each of who is entitled to one-sixth interest in her property subject to the curtesy interest of David Paakaula, Sr., her widower

Note(s):

1. Records at said Board of Health, State of Hawaii, shows the Death of one David Paakaula in Honolulu, on or about February 18, 1961.
2. Land under search not listed in foregoing probate.
3. The interest of Annie Paakaula Vierra continues under Item M.
4. The interest of Margaret Paakaula Rodriguez, Major Paakaula and Harriet Paakaula Nakamura continues under Item N.
5. The interest of David Paakaula, Jr. continues under Item O.

L. As to the Interest of Daniel Paakaula:

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Daniel Paakaula, affecting the land herein described.

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However, the following is of record:

Order Approving Accounts, Determining Trust and Distributing the Estate - Probate No. 23364, First Circuit Court - "In the Matter of the Estate of Daniel Kaaukai Paakaula, deceased"

Dated: July 9, 1963
Recorded: July 18, 1963
Book 4556, Page 578
Re: The persons entitled as distributees to the remainder of the estate (no real property listed) are:

1. David Paakaula, brother
2. Major Paakaula, brother
3. Margaret L. Rodriguez
4. Harriet K. Nakamura, sister
5. (Children of Annie K. Vierra, sister)
Eugene K. Vierra, Jr., nephew
Wayne Vierra, nephew
Lucille Vierra, niece
Lorraine Vierra, niece

Note(s):

1. The interest of Margaret L. Rodriguez, Major Paakaula and Harriet K. Nakamura continues under Item N.
2. The interest of David Paakaula continues under Item O.

M. As to the Interest of Annie Paakaula Vierra aka Annie K. Vierra:

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Annie Paakaula Vierra aka Annie K. Vierra, affecting the land herein described.

However, the following is of record:

Probate No. 24809, First Circuit Court - "In the Matter of the Guardianship of Wayne K. Vierra, Lucille Vierra, Lorraine H. Vierra and Eugene K. Vierra, minors"

1. Petition for Guardianship
Filed: October 15, 1963 shows:
 - a. Petitioner: Mildred M. Maikai

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b.	Minor Children:	Wayne K. Vierra	13 yrs.
		Lucille Vierra	17 yrs.
		Lorraine H. Vierra	15 yrs.
		Eugene K. Vierra	19 yrs.

said petitioner states that the children are her cousins and their parents are deceased and that they have an interest in foregoing Probate No. 23364 amounting to \$993.63 (no real property)

2. Order Appointing Guardian:
 Filed: November 12, 1963

Letters of Guardianship issued to Mildred M. Maikai

3. Inventory:
 Filed: December 17, 1963

Proceeds from the Estate of Daniel Kaaukai Paakaula, deceased, Probate No. 23341 in the amount of \$858.63, no real property listed.

4. Order Approving First and Final Account and Discharging Guardian
 Filed: September 30, 1966

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Mildred M. Maikai, guardian, affecting the land herein described.

N. As to the Interest of Margaret Paakaula Rodriguez aka Margaret L. Rodriguez, Major Paakaula, Harriet Paakaula Nakamura aka Harriet K. Nakamura, Wayne K. Vierra, Lucille Vierra, Lorraine H. Vierra and Eugene K. Vierra:

Deed

Dated:	September 11, 1971
Recorded:	April 28, 1972 Book 8272, Page 196
Grantor:	Margaret Rodriguez, widow, Eugene Vierra, unmarried, Wayne M. Vierra, unmarried, Major Paakaula, unmarried, Harriet Nakamura, wife of Sakuichi Nakamura, release of curtesy rights, Lucille Kepilino, wife of Stephen W. Kepilino, release of curtesy rights, and Lorraine H. Vierra, unmarried
Grantee:	David Paakaula, Jr., husband of Jean Paakaula
Conveys:	All right, title and interest in and to TMK (1) 5-4-07-06 (besides other lands)

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Note(s):

1. Records at said Board of Health, State of Hawaii shows the Marriage of one Lucille Kehaulani Vierra and one Stephen Westly Kepilino in Honolulu on or about October 11, 1969.

O. As to the Interest of David Paakaula aka David Paakaula, Jr.

Deed

Dated: May 29, 1976
Recorded: June 10, 1976
Book 11464, Page 10
Grantor: David Paakaula, Jr., husband of Jean Paakaula, release of dower
Grantee: Major Paakaula, unmarried
Conveys: All the right, title and interest which Grantor acquired from Grantee by Deed recorded in Book 8272, Page 196 in and to TMK: (1) 5-4-07-06 (besides other lands)

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Major Paakaula, affecting the land herein described.

P. Deed

Dated: May 29, 1976
Recorded: June 10, 1976
Book 11464, Page 14
Grantor: David Paakaula, Jr., husband of Jean Paakaula, release of dower
Grantee: Margaret Rodrigues, widow
Conveys: All the right, title and interest which Grantor acquired from Grantee by Deed recorded in Book 8272, Page 196 in and to TMK: (1) 5-4-07-06 (besides other lands)

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Margaret Rodrigues, affecting the land herein described.

Q. Deed

Dated: May 29, 1976
Recorded: June 17, 1976
Book 11474, Page 496
Grantor: David Paakaula, Jr., husband of Jean Paakaula, release of dower
Grantee: Wayne Vierra, unmarried, and Eugene Vierra, unmarried,

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Tenants in Common
Conveys: All right, title and interest being the same interest conveyed to Grantor by Grantees by Deed recorded in Book 8272, Page 196 in and to TMK: (1) 5-4-07-06 (besides other lands)

Note(s):

Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Wayne Vierra and/or Eugene Vierra, affecting the land herein described.

R. Deed

Dated: October 15, 1976
Recorded: October 22, 1976
Book 11753, Page 93
Grantor: David Paakaula, Jr., husband of Jean Paakaula, release of dower
Grantee: Harriet Nakamura, wife of Sakuichi Nakamura
Conveys: All right, title and interest acquired by Grantor from Grantee by Deed recorded in Book 8272, Page 196 in and to TMK: (1) 5-4-07-06 (besides other lands)

Note(s):

Records at said Bureau of Conveyances fail to disclose further transfer(s) and/or conveyance(s) under the name(s) of David Paakaula, Jr., affecting the land herein described.

S. As to the Interest of Harriet Nakamura:

Deed

Dated: March 31, 1978
Recorded: April 10, 1978
Book 12820, Page 289
Grantor: Harriet Nakamura, wife of Sakuichi Nakamura
Grantee: Harriet Nakamura and Sakuichi Nakamura, wife and husband, Tenants by the Entirety
Conveys: All right, title and interest being the same interest conveyed to Grantor by Grantees by Deed recorded in Book 8272, Page 196 in and to TMK: (1) 5-4-07-06 (besides other lands)

Note(s):

1. Records at said Bureau of Conveyances fail to disclose a transfer(s) and/or conveyance(s) under the name(s) of Harriet Nakamura and Sakuichi Nakamura, affecting the land herein described.
2. We have been informed of the death of Sakuichi Nakamura

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The following is of record:

T. Tax Deed

Dated: August 27, 1984
Recorded: September 6, 1984
Book 18128, Page 377
Grantor: Peter D. Leong, Director of Finance for the City and
County of Honolulu
Grantee: Charles M. Kong and Mary Joan Kong, husband and wife,
Tenants by the Entirety
Conveys: TMK: (1) 5-4-07-06 being RP 4199 LCA 8437 Apana 1 to
Keoho containing 0.50 acre, more or less.

U. As to the Interest of Charles M. Kong and Mary Joan Kong, husband and wife:

1. Deed

Dated: May 24, 2001
Recorded: July 12, 2001
Regular System Document No. 2001-107579
Grantor: Charles M. Kong and Mary Joan Kong, husband
and wife
Grantee: City and County of Honolulu, a Hawaii municipal
corporation
Conveys: All right, title and interest in and to a portion of
TMK (1) 5-4-07-06 (metes and bounds
description given) containing 2,146 square feet,
more or less.

Notes(s):

Records at said Bureau of Conveyances fail to disclose further
transfer(s) and/or conveyance(s) under the name(s) of Charles M.
Kong and Mary Joan Kong, husband and wife, affecting the land
herein described.

2. An Agreement of Sale upon the terms, conditions and provisions contained therein;

Seller: Charles M. Kong and Mary Joan Kong, husband and wife
Purchaser: Kimlorn Penh, unmarried
Consideration: \$140,000.00
Recorded April 7, 2004 as Regular System Document No. 2004-070433 of Official
Records.

3. Warranty Deed

Dated: September 11, 2006
Recorded: September 18, 2006
Regular System Document No. 2006-170181
Grantor: Charles M. Kong and Mary Joan Kong, husband

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and wife
Grantee: Kimlorn Penh and Sovanna Men, husband and wife, as Tenants by the Entirety
Conveys: All right, title and interest in and to a portion of TMK (1) 5-4-07-06 (metes and bounds description given) containing 0.50 acre, more or less, excluding therefrom 2,146 square feet, more or less.

Note: We have been informed of the divorce between Kimlorn Penh and Sovanna Men.

V. As to the interest of Kimlorn Penh and Sovanna Men:

1. A judgment filed in the First Circuit Court, State of Hawaii
Civil No.: FC-D No. 06-1-3254
Plaintiff: Kimlorn Penh
Defendant: Sovanna Men
Amount: \$7,507.21, and any other amounts due thereunder.
A certified copy of said judgment was recorded July 23, 2008 as Regular System Document No. 2008-117887 of Official Records.
2. Lien for unpaid tax in favor of City and County of Honolulu Department of Planning and Permitting,
Against: Kimlorn Penh
Amount: \$18,100, and any other amounts due thereunder.
A copy of said lien was recorded June 12, 2009 as Regular System Document No. 2009-090231 of Official Records.
3. A tax lien in favor of State of Hawaii - Department of Taxation;
Debtor: Kimlorn Penh
Amount: \$654.62, and any other amounts thereunder.
A copy of said tax lien was recorded January 25, 2010 as Regular System Document No. 2010-010638 of Official Records.

Note: The examiner is unable to ascertain whether or not Kimlorn Penh named in the foregoing State Tax Lien and Kimlorn Penh are one and the same.

4. A tax lien in favor of State of Hawaii - Department of Taxation;
Debtor: Kimlorn Penh
Amount: \$1,030.61, and any other amounts thereunder.
A copy of said tax lien was recorded July 16, 2010 as Regular System Document No. 2010-100923 of Official Records.

Note: The examiner is unable to ascertain whether or not Kimlorn Penh named in the foregoing State Tax Lien and Kimlorn Penh are one and the same.

5. A judgment for child, family or spousal support filed in the Family Court of the First Circuit, State of Hawaii
Case No.: 7506135
Responsible Parent: Kimlorn Penh

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6. Deed

Dated: June 12, 2014
Recorded: June 24, 2014
Regular System Document No. A-52880588
Grantor: Sovanna Men by Lori Ann M. Okita, Chief Clerk,
First Circuit, State of Hawaii
Grantee: Kimlorn Penh, unmarried
Conveys: All of the 1/2 interest of Grantor in and to TMK
(1) 5-4-007-006 (metes and bounds description
given) containing 0.50 acre, more or less,
excluding therefrom 2,146 square feet, more or
less.

7. A mortgage to secure an original principal indebtedness of \$72,500.00, and any other amounts or obligations secured thereby.

Dated: June 20, 2014
Mortgagor: Kimlorn Penh, unmarried
Mortgagee: Sovanna Men
Recorded June 24, 2014 as Regular System Document No. A-52880589 of Official Records.

8. Lien for unpaid tax in favor of City and County of Honolulu Department of Planning and Permitting,

Against: Kimlorn Penh
Amount: \$119,350.00, and any other amounts due thereunder.
A copy of said lien was recorded April 14, 2016 as Regular System Document No. A-59480495 of Official Records.

11. Any facts, rights, interest or claims which a correct survey may show.

12. Any facts, rights, interests, or claims resulting from building permit violations of any existing structures located on the property described herein.

13. A mortgage to secure an original principal indebtedness of \$207,000.00, and any other amounts or obligations secured thereby.

Dated: June 24, 2016
Mortgagor: Nicholas Denzer, husband of Amy Denzer
Mortgagee: Kimlorn Penh, unmarried
Recorded June 28, 2016 as Regular System Document No. A-60230130 of Official Records.

14. A mortgage to secure an original principal indebtedness of \$275,000.00, and any other amounts or obligations secured thereby.

Dated: February 26, 2020
Mortgagor: Nicholas Denzer, husband of Amy Denzer

Borrower: (Who Is also known as Nicholas Kerr Denzer), Amy Marie Denzer, Nicholas K. Denzer,

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Trustee of The Nicholas K. Denzer Trust under that Certain Unrecorded Trust Agreement Dated June 1, 2017

Mortgagee: Cooper, Incorporated, an Oklahoma corporation

Recorded March 02, 2020 as Regular System Document No. A-73660276 of Official Records.

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First American Title

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 6308-6567252

File No.: 6308-6567252

The Land referred to herein below is situated in the County of Honolulu, State of Hawaii, and is described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, BEING ALL OF THE LAND DESCRIBED IN LAND COMMISSION AWARD NO. 8437, ROYAL PATENT NO. 4199 TO KEOHO, SITUATED AT HAUULA, DISTRICT OF KOOLAULO, COUNTY OF HONOLULU, ISLAND OF OAHU, STATE OF HAWAII, CONTAINING AN AREA OF 0.50 ACRE, MORE OR LESS AND DESIGNATED BY TAX MAP KEY: (1) 5-4-07-06.

SAVE AND EXCEPT THAT PORTION CONVEYED TO THE CITY AND COUNTY OF HONOLULU BY DEED RECORDED JULY 12, 2001, AS REGULAR SYSTEM DOCUMENT NO. 2001-107579, OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 - OF HAUULA HOMESTEAD ROAD AT TAX MAP KEY: 5-4-07:6: BEING A PORTION OF R. P. 4199, L. C. AW. 8437, APANA 1 TO KEOHO, SITUATE AT HAUULA, KOOLAULO, OAHU, HAWAII.

BEGINNING AT THE NORTHWEST CORNER OF THIS PARCEL OF LAND, ON THE EAST SIDE OF HAUULA HOMESTEAD ROAD, THE COORDINATES OF SAID POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "KAIPAPAU" BEING 3,765.48 FEET SOUTH AND 3,140.66 FEET EAST, AS SHOWN ON DIVISION OF LAND SURVEY AND ACQUISITION PARCEL MAP FILE NO. 17-10-7-135, AND RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. 275° 23' 30" 40.60 FEET ALONG R. P. 1317, L. C. AWS. 8415 AND 8591, APANA 1 TO G. P. KOEKOE;
2. 356° 30' 4.82 FEET ALONG REMAINDER OF R. P. 4199, L. C. AW. 8437, APANA 1 TO KEOHO;
3. 9° 00' 48.00 FEET ALONG SAME;

THENCE ALONG SAME, ON A CURVE TO THE LEFT WITH A RADIUS OF 90.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:

4. 2° 01' 14" 21.87 FEET;
5. 107° 50' 20" 21.07 FEET ALONG R. P. 1317, L. C. AWS. 8415 AND 8591, APANA 2 TO G. P. KOEKOE;
6. 170° 10' 72.50 FEET ALONG THE EAST SIDE OF HAUULA HOMESTEAD ROAD TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2,146 SQUARE FEET, MORE OR LESS.

BEING ALL OF THE PREMISES CONVEYED BY WARRANTY DEED RECORDED JUNE 28, 2016 AS REGULAR SYSTEM DOCUMENT NO. A-60230129 OF OFFICIAL RECORDS.

GRANTOR: KIMLORN PENH, UNMARRIED

GRANTEE: NICHOLAS DENZER, HUSBAND OF AMY DENZER

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