

Example 3

One way to keep the money trail secret is to attack the questioner and hide behind an innocent family member.

Trustee to Lawyer, March 30, 1992:

“As you know, the Lynch Limited Partnership plans to pay my Mother’s estate \$545, 820.43 on April 21, 1992. What is your best guess as to when and in what amount(s) you will make distribution(s) to the beneficiaries?”

Lawyer to Trustee, April 4, 1992:

“As soon as the money is received, the tax liabilities evaluated and upon consultation with the Co-Executor.” “I do not know what your problem is, but in the future, please address all correspondence to Mrs. Nader.”

List of example 3 documents

example 3

List

Deed of Trust Note No. 1

Trustee's letter of 3/30/92

Lawyer's letter of 4/4/92

DEED OF TRUST NOTE No. 1

\$625,940.86

McLean, Virginia

April 21, 1988

FOR VALUE RECEIVED, the undersigned promises to pay to the order of JEAN MINER O'CONNELL the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FORTY and 86/100 Dollars (\$625,940.86) with interest thereon computed at the rate of nine per cent (9%) per annum at such place and to such persons or entities, as the holder shall designate, in two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, and with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, which payments shall be due and payable on the third, fourth, fifth, sixth and seventh anniversary dates thereafter.

The entire sum of principal and interest shall be due and payable in full on April 21, 1995.

If any installment of principal and/or interest under this note is not paid when due and remains unpaid after a date specified by notice to the borrower, the entire amount of principal and unpaid interest shall be due and payable in full at the option of the holder. The date specified shall not be less than thirty (30) days from the date the notice is mailed. In the event that suit is brought to collect this note, the holder shall be entitled to collect all the costs of such suit, including, but not limited to reasonable attorney's fees.

The borrower shall pay to the holder a late charge of 5% of any installment not received by the holder within 15 days of the date the installment is due.

The undersigned reserves the privilege of prepaying this Note in full or in part at any time without premium or fee for such prepayment.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers hereof and shall be binding upon them and their successors and assigns.

Notwithstanding any other provisions herein contained to the contrary, the undersigned shall have no personal liability for

payment of the principal or interest of this Note. This provision shall not release the undersigned from liability for the performance of its other obligations hereunder.

This Note shall be governed by the laws of the Commonwealth of Virginia.

LYNCH PROPERTIES LIMITED PARTNERSHIP

By E. W. Lynch, Jr. General Partner (SEAL)
E. W. Lynch, Jr., General Partner

By Wayne M. Lynch, General Partner (SEAL)
Wayne M. Lynch, General Partner

This is to certify that this is the Note described as Note No. 1, in a Deed of Trust dated April 21, 1988 on property located in Fairfax County, Virginia.

Risa A. Overton
Notary Public

My commission expires: 10-15-91

This is a certified true copy of the original Deed of Trust Note No. 1. Certified on this first day of October, 1991.

Theresa Ramey-Else
Notary Public

My commission expires on: March 20, 1992.

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
{703} 971-2855
March 30, 1992

Mr. Ed White, Attorney
118 South Royal Street
Alexandria, Virginia 22314

Reference: Estate of Jean O'Connell

Dear Mr. White:

I have a few questions I hope you would be kind enough to answer.

↑ ↓
1. As you know, the Lynch Limited Partnership plans to pay my Mother's estate \$545,820.43 on April 21, 1992. What is your best guess as to when and in what amount(s) you will make distribution(s) to the beneficiaries?

2. The license plates on my deceased Mother's Van expire in April of 1992. Virginia DMV requires a new title with the new owners name before they will issue new plates {The plates cannot be renewed by the co-executors signing for Jean O'Connell}. The bank will give the co-executors the title if you simply pay them the interest on the loan. I understand the principal on the loan has been paid and I am guessing that the interest is something in the range of \$1200 to \$1400. Would you please pay the bank the interest so they will give you the title? What is your decision as to who gets the van and how much will it cost?

3. What is your fee for being co-executor of my mother's estate?

Yours truly,

Anthony O'Connell

Copy to:

Ms. Jean O'Connell Nader
350 Fourth Avenue
New Kensington, Pennsylvania 15068

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314
TELEPHONE 836-5444

April 4, 1992

Mr. Anthony M. O'Connell
6541 Franconia Rd.
Springfield, Va. 22150

Re: Estate of Jean M. O' Connell

Dear Mr. O'Connell,

I have received your letter of March 30, 1992.

The answers are:

Question 1. As soon as the money is received, the tax liabilities evaluated and upon consultation with the Co-Executor.

Question 2. Paid. It is not my decision as to what it will cost you, though I have been informed that you know full well.

Question 3. 2 1/2% of the receipts into the probate estate if approved by the Commissioner of Accounts.

I would call to your attention that on two separate occasions I drove to Sovran and spent a lengthy period of time on the question of the car loan. I did this in person since: I knew that you had the vehicle, that your sisters wanted you to have it, that the insurance and tags were due to expire soon and I did not want you to be inconvenienced. I could have done all of this by mail and it probably would have taken about three months, knowing the nature of the loan problem. I assumed I was doing you a favor.

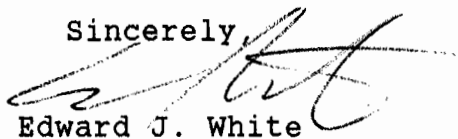
Now I receive you letter asking that I "simply pay them the interest" I paid the interest and principal in one check on March 12, received the title on March 22 and mailed it to Mrs. Nader to sign over to you on March 23. Have you any suggestions as to how it could have gone faster?

The information of the commission was given to you previously by Mrs. Nader.

I do not know what your problem is, but in the future, please address all correspondence to Mrs. Nader.

I am trying to be patient with you, but I find that this estate is time consuming enough without having to deal with letters such as the last two that I have received.

Sincerely,

A handwritten signature in cursive script, appearing to read 'E. J. White', written in dark ink.

Edward J. White

EJW/e

Copy to: Jean M. Nader

Not included here

Not included here