

**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Sent:** Sunday, January 1, 2012 2:04 PM  
**Subject:** Re: paper,clock

Are they back from Florida yet? Thank you very much for the beautiful horse calendar. I really love it! I have never seen one like that before.

--- On Sun, 1/1/12, Drina Brunsting <drinabrunsting@sbcglobal.net> wrote:

**From:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Subject:** Re: paper,clock  
**To:** "Carole Brunsting" <cbrunsting@sbcglobal.net>  
**Date:** Sunday, January 1, 2012, 1:57 PM

Here's Haley!! She says Happy New Year, too!!

**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Sent:** Sun, January 1, 2012 1:09:35 PM  
**Subject:** Re: paper,clock

Happy New Year! This weekend and tomorrow I am trying to sort through all the boxes from the house, my boxes and what I have in my storage unit and put things in better order. Everything got thrown in together.

--- On Sat, 12/31/11, Drina Brunsting <drinabrunsting@sbcglobal.net> wrote:

**From:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Subject:** paper,clock  
**To:** "Carole Brunsting" <cbrunsting@sbcglobal.net>  
**Date:** Saturday, December 31, 2011, 8:34 AM

Hi;

Could you possibly find the paper you took from the attorney's office when Anita attempted to get your mother to disinherit Marta if Carl died before her???

Whenever you want your clock and reindeer, just let us know.

Thanks.

D

**From:** [Carole Brunsting](#)  
**To:** [candy curtis](#); [Drina Brunsting](#)  
**Subject:** Re: Iowa farmland  
**Date:** Monday, January 02, 2012 9:05:17 AM

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They are required to have the farm appraised. I have been watching the value of the land in this area for over 10 years and spoke with a Realtor that handles the buying and selling of land in this part of Iowa. Mother had to have the farm appraised when the trust moved from Dad to her. Land in this part of Iowa is selling for around \$10-13K depending on the township. That does not mean it will appraise for that it only means it sells for that value right now. It will get to \$20K and higher over the next few years just like the land in Waller has. Land in parts of Waller is selling for \$20-25K an acre. In 1990 land in Waller was \$2750 an acre.

Just keep in mind that whoever sells their land will have to pay capital gains tax which could be quite high. It would be better (only in my opinion) to hold onto the land and let it continue to appreciate in value. The rent will increase over time as well. Rich Beyer did not take care of the land like the renter now is doing. And he improves the land through organic means not chemical. As the land improves the rent goes up.

They also had to have the house appraised which took place last week. The house is worth more than what is on the tax records. We should be able to see what it is listed for once it goes on the market which should happen soon. I heard them mention \$550,000 for a starting price once listed but that does not mean it will sell for that.

--- On **Mon, 1/2/12**, **Drina Brunsting** <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)> wrote:

From: Drina Brunsting <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Subject: Iowa farmland  
To: "candy curtis" <[ccurtis@sbcglobal.net](mailto:ccurtis@sbcglobal.net)>, "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Monday, January 2, 2012, 8:42 AM

We just saw the tail end of a piece on the news about Iowa farmland now going for about 20,000 and acre. For the 140.22 acres in your inheritance, that is a significant change in what it was last estimated at. Don't let them low-ball you guys when they release the estate worth to you. Also, Carole you can compare what they release to that estate value document we gave you recently that Carl got in January of 2010.

D&C

**P14794**

**From:** [Carl Brunsting](#)  
**To:** [Candy Curtis](#)  
**Subject:** Fw: farmland  
**Date:** Monday, January 02, 2012 10:24:40 AM

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----- Forwarded Message -----

**From:** Carl Brunsting <cbarch@sbcglobal.net>  
**To:** Anita Brunsting <akbrunsting@suddenlink.net>  
**Cc:** Amy Brunsting <at.home3@yahoo.com>; Candace Freed <candace@vacek.com>  
**Sent:** Mon, January 2, 2012 12:23:43 PM  
**Subject:** farmland

Anita;

You might want to consider asking me what my wishes are concerning my part of the farmland in Iowa like you have asked Candy before you assume anything.

Carl

**P14795**

**From:** [Drina Brunsting](#)  
**To:** [Candace Curtis](#); [Carole Brunsting](#)  
**Subject:** Re: Iowa farmland  
**Date:** Monday, January 02, 2012 10:53:00 AM

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Exactly!!!

Also, are there mineral rights included in the land in Iowa as well???


Carl sent an email to Anita telling her not to assume anything as far as his share goes and what he wants to do with it, and that she needs to ASK HIM. That should shake her up.

Can't wait to see the second demand letter!!!

D&C

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**From:** Candace Curtis <occurtis@sbcglobal.net>  
**To:** Drina Brunsting <drinabrunsting@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>  
**Sent:** Mon, January 2, 2012 12:29:59 PM  
**Subject:** Re: Iowa farmland

I don't think it can be Frost Bank either, since FB is a successor trustee. The point is, "WE" DON'T KNOW ANYTHING because WE HAVE NOT RECEIVED PROPER NOTICE. Not giving proper notice is a BREACH, and enough to have ANY trustee removed by a court of competent jurisdiction (Harris County District Court OR The United States District Court in San Francisco, under "diversity of citizenship" ). How can ANY of us put our own estate plans together without knowing what we have?

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**From:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**To:** Candace Curtis <occurtis@sbcglobal.net>  
**Sent:** Mon, January 2, 2012 9:54:17 AM  
**Subject:** Re: Iowa farmland

We were wondering all along just who in the world the 'trust protector' is as well as the 'special co-trustee'. Kept coming across that in the papers. Is it Frost Bank??

Yes, the three of you it seems would be able to remove them after all of the crap they have pulled. Three against two majority.

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**From:** Candace Curtis <occurtis@sbcglobal.net>  
**To:** Drina Brunsting <drinabrunsting@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>  
**Sent:** Mon, January 2, 2012 10:51:24 AM  
**Subject:** Re: Iowa farmland

Happy New Year!

Thank you for the information on Iowa farmland. I knew it was getting up there, but \$20k is great. It doesn't really matter what Amy and Anita do going forward. It is all invalid because they are imposter trustees. Carl, you need to send Anita a letter regarding her lies about the farm. She wrote in an email to Mother that "Candy and Carl" definitely do not want their farmland. As far as "Candy" this is an out and out LIE. She had Mother convinced to sell the farm as soon as Daddy passed away.

**P14796**

The demand letter going out tomorrow will require Anita to supply me with the contact information for the "trust protector" and "special co-trustee" within 24 hours. THE TRUST PROTECTOR CANNOT BE AMY, ANITA, OR ANY OF THE REST OF US. I don't think it can be anyone at Vasek either. Once we have that, the three of us can instruct the trust protector to remove Amy and Anita and restore the rightful co-trustees and successor. If the trust protector refuses, the three of us can remove the trust protector by unanimous consent. It may be as simple as that to restore the trust to its original terms. It would be nice to avoid the courtroom.

Anita has been scheming since she got her \$100k. The things she has done to gain control have cost ALL of us money, starting with the Vasek legal bills. Once I have my hands on those, they will tell an exact story of what has transpired. Candace Freed may have seen all of this coming, which may be one of the reasons we have not heard squat from her. She may have somehow been protecting the rest of us because she knew full well what Anita was trying to do. Maybe Candace has just been waiting for the rest of us to get up to speed on the law, or hire our own counsel.

I'm going to work on the demand. I'll send it over when it's ready.

C

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**From:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**To:** candy curtis <occurtis@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>  
**Sent:** Mon, January 2, 2012 6:42:49 AM  
**Subject:** Iowa farmland

We just saw the tail end of a piece on the news about Iowa farmland now going for about 20,000 and acre. For the 140.22 acres in your inheritance, that is a significant change in what it was last estimated at. Don't let them low-ball you guys when they release the estate worth to you. Also, Carole you can compare what they release to that estate value document we gave you recently that Carl got in January of 2010.

D&C

**P14797**

**From:** [Drina Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Demand Letter  
**Date:** Monday, January 02, 2012 2:52:26 PM



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Perfectly perfect.  
d&c

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**From:** Candace Curtis <occurtis@sbcglobal.net>  
**To:** Carl and Drina Brunsting <cbarch@sbcglobal.net>; Carole Brunsting <cbunsting@sbcglobal.net>;  
Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Sent:** Mon, January 2, 2012 3:50:07 PM  
**Subject:** Demand Letter

All --

Enjoy . Then please let me know what you think. I can't wait to find out who the trust protector is so we can contact them. I also asked for status on the life insurance. She is already in serious trouble. At the end of a very narrow plank. Carole, didn't you say she'd gained some weight? The plank might just break before she gets to the end... 

**P14798**

**From:** [Drina Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: cbs evening news tonite on Iowa farmland  
**Date:** Tuesday, January 03, 2012 4:09:35 PM

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Yes, yes, yes!!! Might be worth a plane ticket to see Anita in a SA court!!!!

We have heard from the attorney's assistant today and they have all been away. Just wanted us to know we are not forgotten. So, we feel much better and we are going to forward him your 2nd demand letter as well.

Yes, REAL estate rocks!!!

D&C

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**From:** Candace Curtis <occurtis@sbcglobal.net>  
**To:** Carole Brunsting <cbrunsting@sbcglobal.net>; Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Sent:** Tue, January 3, 2012 12:01:31 PM  
**Subject:** Re: cbs evening news tonite on Iowa farmland

[http://www.cbsnews.com/8301-500173\\_162-57350885/iowa-farmland-prices-leap-but-not-job-market/](http://www.cbsnews.com/8301-500173_162-57350885/iowa-farmland-prices-leap-but-not-job-market/)

Here you go. The text is exactly what they say on the video, but you can see the video here too. It's pretty cool. As I said, it looks virtually unchanged since the last time I was there. Even the barns and groupings of grain silos look familiar. Wasn't the Pollema family the auctioneers for Grandpa B's farm auction? If so, the guy on the news is probably our age and was a boy back then.

Carole, in my demand letter I basically said if Anita did not jump through the hoops that I would have my "agent" come and get the stuff. I want to make YOU my "agent". Will you accept the position? Carl, you might want to consider this for you as well. I think between the two of us we would do a much better "audit" than an independent party. WE KNOW what has transpired, so we know what to look for and what might be missing.

Rik is strongly urging me to file the injunction in San Francisco. Anita would then have to bring everything she "plans" to produce to San Francisco, as well as find an attorney to represent her HERE. I like this idea, but do not want to deprive the rest of you of seeing the smug wiped off her face in court. I plan to contact a couple of attorneys in Houston this week after we get the name of the trust protector. Please let me know how you feel about this.

As far as the farm is concerned, think of the term real estate. The key word here is REAL. Stocks, bonds, mutual funds, etc. are not REAL in that sense of the word. Even CASH is not REAL. These things can disappear in the blink of an eye. When the "new era" begins this year, it's entirely possible that the apocalypse predictors are correct and the world economy will crash. It's been heading in that direction for quite some time. What little 401(k) money I have is worth much less than it was even a year ago. I will fight to keep my REAL estate. Even if there is a crash in farmland prices, we will still own something REAL that will not disappear into thin air. In the future, it is possible that the only way to transact will be based on the "barter system", and we will have FOOD to trade, or seeds, or chickens, pigs, cows,

**P14799**

honey bees, etc.

Since the breach of trust has already occurred, by virtue of "failure to provide notice", we will just have to be patient until Anita is put in her place and we can all move on in life with our respective inheritances intact. It's funny, but if Anita had convinced Mother to sell the farm when the value was ~ \$6k per acre, the beneficiaries could sue the "trustee" for the loss of ~\$2.1 million. Since Mother is gone, Anita would have to pay us out of her own pocket. ALL BECAUSE IT WOULD HAVE BEEN DONE WITHOUT NOTICE TO THE BENEFICIARIES.

Search for last-to-die insurance policies. Anita tried to convince Mother to cancel theirs after Daddy died, to avoid Mother having to pay \$7,000 per year in premiums. This would have been a VERY BAD move. It still remains to be seen exactly what she has done, is doing, or plans to do with the policy. I don't have a check yet, do you? I fully expect \$50k.

I am hoping that there will be some serious activity this week, since all attorneys should be back at their desks. There is a slight chance that Candace Freed may try to contact one or more of us about the letter(s) and emails that were sent over the holidays. I WILL NOT have a private conversation with her. If she calls me, or asks me to contact her, I want ALL 6 of us on the call. I will also not talk to either Anita or Amy without ALL of us in on the conversation, although I doubt that either one of them will ever speak to me again.

I believe the best resolution to this mess is for Candy, Carole, Carl, Amy and Anita, as beneficiaries, to unanimously agree that the trust terms remain as they were when the trust was restated in 2005, with Carl and Amy as successor co-trustees and Candy as the alternate. Then Amy would agree to resign and Carole would be assigned her place as co-trustee with Carl. If Anita balks we'll send her to prison after she is disinherited. When she is released on parole, if she has nothing and nowhere to go, we would all have to agree that she could live in one of the trailers on the farm in exchange for toil in our soil. She's always bragging about her green thumb, so she can finally put her money where her mouth is.

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**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** Drina Brunsting <drinabrunsting@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>  
**Sent:** Mon, January 2, 2012 5:47:38 PM  
**Subject:** Re: cbs evening news tonite on Iowa farmland

Could you please send me the link. I found one but it was for a farm that sold for \$10K an acre. In today's economy land is the best investment you can own and I have been watching the price of this farmland go up for the past 10 years so I am not surprised. If you do sell you must pay capital gains tax on the sale which is steep and find an alternative of where to invest your money that will appreciate as much as farmland in Iowa will. Farmland has outpaced the S&P for the past 5 years. So unless you need the cash for something, I would hold onto it.

--- On Mon, 1/2/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Re: cbs evening news tonite on Iowa farmland  
To: "Drina Brunsting" <drinabrunsting@sbcglobal.net>, "Carole Brunsting"

P14800



<cbrunsting@sbcglobal.net>

Date: Monday, January 2, 2012, 6:44 PM

I just saw it. The farm that sold is in Hull! It seems like nothing has changed in the landscape since the last time I was there, over 30 years ago. Thanks for the heads up.

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**From:** Drina Brunsting <drinabrunsting@sbcglobal.net>

**To:** candy curtis <occurtis@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>

**Sent:** Mon, January 2, 2012 4:04:37 PM

**Subject:** cbs evening news tonite on Iowa farmland

Please watch this segment on Iowa farmland prices. It is most enlightening. Seems it is the only real estate in the country that has appreciated at an alarming rate RECENTLY.

d

P14801

**From:** [Carl Brunsting](#)  
**To:** [Candy Curtis](#)  
**Subject:** Fw: farmland  
**Date:** Wednesday, January 04, 2012 6:58:52 AM

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Got this reply from Anita regarding the farm.

C

----- Forwarded Message -----

**From:** Anita Brunsting <akbrunsting@suddenlink.net>  
**To:** Carl Brunsting <cbarch@sbcglobal.net>  
**Cc:** Amy Brunsting <at.home3@yahoo.com>; Candace Freed <candace@vacek.com>  
**Sent:** Tue, January 3, 2012 8:17:15 AM  
**Subject:** RE: farmland

Carl,

We're still tallying the assets and no decision about the farm has been made. The farm is rented through 2012, so this year we'll just split the rent 5 ways after taxes.

We are currently trying to deal w/ mom's house and more immediate issues.

Anita

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**From:** Carl Brunsting [mailto:cbarch@sbcglobal.net]  
**Sent:** Monday, January 02, 2012 12:24 PM  
**To:** Anita Brunsting  
**Cc:** Amy Brunsting; Candace Freed  
**Subject:** farmland

Anita;

You might want to consider asking me what my wishes are concerning my part of the farmland in Iowa like you have asked Candy before you assume anything.

Carl

P14802

**From:** [Carl Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Gawd are you going to love this  
**Date:** Thursday, January 05, 2012 9:23:23 AM

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She's not merely and idiot, but an EVIL one at that.

C


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**From:** Candace Curtis <occurtis@sbcglobal.net>  
**To:** Carl and Drina Brunsting <cbarch@sbcglobal.net>; Carole Brunsting <cbrunsting@sbcglobal.net>  
**Sent:** Wed, January 4, 2012 1:35:44 PM  
**Subject:** Fw: Gawd are you going to love this

Please see below this email!!!

Ha Ha Ha 

I don't have easy access to the no contest clause here at work, but it appears that Miss Piggy has been **challenging** the trust from the get-go. The August 2010 document, in MY mind, is the largest piece of evidence we have. I have read it ad nauseum and every time I do it is clear that within that document Anita challenged the trust AND tried to stop anyone from challenging her challenge at the risk of being disinherited.

It's only a matter of time. The sooner the better. Ha Ha Ha 

----- Forwarded Message -----

**From:** Candace Curtis <ccurtis@erscorp.us>  
**To:** Candace Curtis <occurtis@sbcglobal.net>  
**Sent:** Wed, January 4, 2012 11:11:33 AM  
**Subject:** FW: Gawd are you going to love this

Candace L. Curtis  
Project Administrator  
ERS Corp  
1600 Riviera Avenue, Suite 310  
Walnut Creek, CA 94596  
TEL: (925) 938-1600 x 100  
FAX: (925) 938-1610  
ccurtis@erscorp.us

-----Original Message-----

**From:** Rik Munson [mailto:Blowintough@att.net]  
**Sent:** Wednesday, January 04, 2012 10:45 AM  
**To:** Candy  
**Subject:** Gawd are you going to love this

**P14803**

From Blacks 4th

Challenge, v. To object or except to; To prefer objections to a person, right, or instrument; To **formally** call into question the capability of a person for a particular function, or the existence of a right claimed, or the sufficiency or validity of an instrument; **to call or put in question; to put into dispute; to render doubtful.**

The real purpose of the no-contest clause is to prevent argument amongst the heirs. I think Anita challenged the trust and that will become obvious by the things she did that created a dispute.

As I have said. Once you establish that there is a pattern of behavior designed for illicit purposes, such as unjust self enrichment, every other incident will be viewed with a presumption of impropriety putting the burden on the defendants to bring forth evidence that their conduct was proper.

Every day that passes we get a little closer to the roasting and toasting parting. The idiot tried to sell the farm and wanted to gamble on the stock market with your parents money and your inheritance. In today's world however, large corporations are divesting in the market and reinvesting in farm land.

So, your little sister isn't merely corrupt, she's an idiot!

**From:** [Carl Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Good Morning  
**Date:** Thursday, January 05, 2012 9:30:12 AM

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Carole is famous for this behavior. That is why we can't really trust her. She is wishy-washy, and has possibly gone over to the other side. She will be on whatever side she has recently talked to. Let's be careful.

Drina's father is sick and in the hospital. We may be out of touch also for awhile.

Carl

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**From:** Candace Curtis <occurtis@sbcglobal.net>  
**To:** Carl and Drina Brunsting <cbarch@sbcglobal.net>  
**Sent:** Thu, January 5, 2012 11:19:07 AM  
**Subject:** Good Morning

I just wanted to let you know that Anita signed for the first demand letter on Saturday, December 31 and I have not received the green card for Amy's letter yet. I guess this might mean that neither of them was aware of it until 12/31. Who knows??????

I called Carole yesterday afternoon to see if she had read the second demand letter or seen the Iowa farmland video, etc. I guess she's off the grid for some reason and has not checked her emails for days. She started talking about a discussion she had with a friend in the legal business (not an attorney, possibly a paralegal) and thinks I'm going to spend \$10's of \$1,000's of dollars in my "challenge" and will probably lose. Her friend can't possibly know what has transpired, OR the basis of my case. Then Carole tried to assert that I would have to file in Texas because it is a Texas trust. WRONG. I hate to say it, but Carole doesn't have a CLUE about what Anita has done, or the fact that her actions are feloniously illegal. Since her trust account is not in a "conservatorship" she doesn't really have much to bitch about and I get the distinct impression that now she's worried that trust money will pay for Anita and Amy's defense and there will be nothing left. This is simply not true, but it's like beating my head against the wall trying to explain it to her because she has not read one single thing I have sent her regarding beneficiaries rights and trust administration in Texas. Sometimes I wonder what planet she is on.

Hope you guys have a wonderful day!

XOXO

c

P14805

**From:** [Drina Brunsting](#)  
**To:** [Carole Brunsting](#); [candy.curtis](#)  
**Subject:** cell number  
**Date:** Sunday, January 08, 2012 9:03:50 AM

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My dad is in the hospital with pneumonia and a heart attack. If you need to get in touch for anything important please call my cell. Thanks.

713-894-1788  
Drina

**P14806**

**From:** [Carole Brunsting](#)  
**To:** [candy curtis](#); [Drina Brunsting](#)  
**Subject:** Re: cell number  
**Date:** Sunday, January 08, 2012 3:26:38 PM

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Drina,  
I am so sorry to hear about your Dad. Please let me know if there is anything I can do for you and Carl. You and your Dad are in my thoughts and prayers.  
Carole

--- On **Sun, 1/8/12**, **Drina Brunsting** <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)> wrote:

From: Drina Brunsting <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Subject: cell number  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>, "candy curtis" <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Date: Sunday, January 8, 2012, 11:03 AM

My dad is in the hospital with pneumonia and a heart attack. If you need to get in touch for anything important please call my cell. Thanks.

713-894-1788  
Drina

P14807

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Do you know anything I don't?  
**Date:** Thursday, January 12, 2012 3:30:57 PM

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I will see what I can find out tonight.

--- On **Thu, 1/12/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: Do you know anything I don't?  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Thursday, January 12, 2012, 5:26 PM

That is what my internet research revealed as well. Based on that, even if we give it a month from when the company received the death certificate we should have gotten it by now. I think she is making everyone suffer because of my actions and Carl's emails. She is thinking "I'll show them", but she's just digging herself in deeper. My bosses are going to be out of town next week. I have a ton of year end work to do for taxes and it's hard to concentrate when they're around making demands upon my time. I'm going to try to squeeze in some time for my initial communication with that attorney. I want her waiting in the wings so when I've had enough all I have to do is press the button. I was hoping I would not have to fight over the life insurance. Daddy told me he specifically bought that policy so we would have something in the interim OR in case there was nothing left in the trust to distribute. The woman should have received the paperwork in early December, not two or three weeks ago. Someone is not telling the truth.

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**From:** Carole Brunsting <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
**To:** Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
**Sent:** Thu, January 12, 2012 3:09:06 PM  
**Subject:** Re: Do you know anything I don't?

I asked her about that last week and it has been at least 2 weeks since she said the woman recieved the paperwork. She agreed that it did not take long for mother to recieved her life insurance money from the policies daddy had. According to the internet it should only take a few weeks.

--- On **Thu, 1/12/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: Do you know anything I don't?  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Thursday, January 12, 2012, 4:55 PM

If you call her, please ask about the life insurance too. I'm sick and tired of this whole mess. Mother had been helping me with property taxes for the last couple of years too. The first installment is past due already. I simply do not understand why she continues to be so cruel to all of us. Maybe she

**P14808**



doesn't need the money, but she is the ONLY trustee for the life insurance trust, so if she hasn't been funneling money to Amy then Amy must want hers too.

The longer it takes, the more suspicious I become. I would not give a shit if it took her a year to settle the trust if I had something to fall back on. As it is I am going to have to sell some of the stock to pay my medical bills and buy my medication. I was not going to use it for taxes in anticipation of the \$50k.

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**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** Candace Curtis <occurtis@sbcglobal.net>  
**Sent:** Thu, January 12, 2012 2:43:40 PM  
**Subject:** Re: Do you know anything I don't?

I will. I have been getting home so late and by the time I eat and then read emails I am asleep by 9 or 9:30 because it is kind of cold and it feels good to crawl under the blankets. I have not heard anything but maybe I will call Anita tonight to find out if they put the house on the market. They said they would have the appraisal on Monday and that is all they were waiting on.

--- On Thu, 1/12/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Do you know anything I don't?  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Thursday, January 12, 2012, 4:35 PM

Carole,

I haven't heard from you in awhile. Hope all the rain and flooding didn't affect you too badly. Call me sometime.

Love you,

C

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Do you know anything I don't?  
**Date:** Monday, January 16, 2012 10:25:12 AM

---

<http://realestate.marthaturner.com/Sites/MTP/doSearch.cfm>  
priced just above lot value? I guess you get the house for free.

--- On **Thu, 1/12/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: Do you know anything I don't?  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Thursday, January 12, 2012, 5:26 PM

That is what my internet research revealed as well. Based on that, even if we give it a month from when the company received the death certificate we should have gotten it by now. I think she is making everyone suffer because of my actions and Carl's emails. She is thinking "I'll show them", but she's just digging herself in deeper. My bosses are going to be out of town next week. I have a ton of year end work to do for taxes and it's hard to concentrate when they're around making demands upon my time. I'm going to try to squeeze in some time for my initial communication with that attorney. I want her waiting in the wings so when I've had enough all I have to do is press the button. I was hoping I would not have to fight over the life insurance. Daddy told me he specifically bought that policy so we would have something in the interim OR in case there was nothing left in the trust to distribute. The woman should have received the paperwork in early December, not two or three weeks ago. Someone is not telling the truth.

---

**From:** Carole Brunsting <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
**To:** Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
**Sent:** Thu, January 12, 2012 3:09:06 PM  
**Subject:** Re: Do you know anything I don't?

I asked her about that last week and it has been at least 2 weeks since she said the woman recieved the paperwork. She agreed that it did not take long for mother to recieved her life insurance money from the policies daddy had. According to the internet it should only take a-few weeks.

--- On **Thu, 1/12/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: Do you know anything I don't?  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Thursday, January 12, 2012, 4:55 PM

If you call her, please ask about the life insurance too. I'm sick and tired of this whole mess. Mother had been helping me with property taxes for the last couple of years too. The first installment is past due already. I simply

**P14810**

do not understand why she continues to be so cruel to all of us. Maybe she doesn't need the money, but she is the ONLY trustee for the life insurance trust, so if she hasn't been funneling money to Amy then Amy must want hers too.

The longer it takes, the more suspicious I become. I would not give a shit if it took her a year to settle the trust if I had something to fall back on. As it is I am going to have to sell some of the stock to pay my medical bills and buy my medication. I was not going to use it for taxes in anticipation of the \$50k.

---

**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** Candace Curtis <occurtis@sbcglobal.net>  
**Sent:** Thu, January 12, 2012 2:43:40 PM  
**Subject:** Re: Do you know anything I don't?

I will. I have been getting home so late and by the time I eat and then read emails I am asleep by 9 or 9:30 because it is kind of cold and it feels good to crawl under the blankets. I have not heard anything but maybe I will call Anita tonight to find out if they put the house on the market. They said they would have the appraisal on Monday and that is all they were waiting on.

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From: Candace Curtis <occurtis@sbcglobal.net>  
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To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Thursday, January 12, 2012, 4:35 PM

Carole,

I haven't heard from you in awhile. Hope all the rain and flooding didn't affect you too badly. Call me sometime.

Love you,

C

**From:** [Anita Brunsting](#)  
**To:** "[Candace Curtis](#)"  
**Cc:** "[Candace Freed](#)"; "[Amy Brunsting](#)"  
**Subject:** requested documents  
**Date:** Sunday, January 22, 2012 9:02:31 PM  
**Attachments:** [Will - Nelya.pdf](#)  
[Appt Succ Tees 12.21.10.pdf](#)

---

Dear Candy,

Attached please find the appointment of successor trustees dated 12/21/10 and mother's will.

Anita

**P14812**

**LAST WILL  
OF  
NELVA E. BRUNSTING**

I, NELVA ERLEEN BRUNSTING, also known as NELVA E. BRUNSTING, of Harris County, Texas, make this Will and revoke all of my prior wills and codicils.

**Article I**

**My Family**

I am married and my spouse's name is ELMER H. BRUNSTING.

All references to "my spouse" in my Will are to ELMER H. BRUNSTING.

The names and birth dates of my children are:

| <u>Name</u>           | <u>Birth Date</u> |
|-----------------------|-------------------|
| CANDACE LOUISE CURTIS | March 12, 1953    |
| CAROL ANN BRUNSTING   | October 16, 1954  |
| CARL HENRY BRUNSTING  | July 31, 1957     |
| AMY RUTH TSCHIRHART   | October 7, 1961   |
| ANITA KAY RILEY       | August 7, 1963    |

All references to my children in my will are to these children, as well as any children subsequently born to me, or legally adopted by me.

**Article II**

**Testamentary Gifts**

I give, devise and bequeath all of my property and estate, real, personal or mixed, wherever situated, to my revocable living trust; the name of my revocable living trust is:

ELMER H. BRUNSTING or NELVA E. BRUNSTING,  
Trustees, or the successor Trustees, under the BRUNSTING  
FAMILY LIVING TRUST dated October 10, 1996, as  
amended.

All of such property and estate shall be held, managed, and distributed as directed in such trust. The exact terms of the BRUNSTING FAMILY LIVING TRUST will govern the administration of my estate and the distribution of income and principal during administration. It is my intent and purpose that the tax planning provisions of the BRUNSTING FAMILY LIVING TRUST apply, and that my estate pass for the benefit of my family with the least possible amount of death taxes.

If my revocable living trust is not in effect at my death for any reason whatsoever, then all of my property shall be disposed of under the terms of my revocable living trust as if it were in full force and effect on the date of my death, and such terms are hereby incorporated herein for all purposes.

### Article III

#### Appointment of Personal Representative

I appoint ELMER H. BRUNSTING as my Personal Representative. In the event ELMER H. BRUNSTING fails or ceases to serve for any reason, I appoint the following individuals as my Personal Representative to serve in the following order:

First, CARL HENRY BRUNSTING

Second, AMY RUTH TSCHIRHART

Third, CANDACE LOUISE CURTIS

The term "Personal Representative" will mean and refer to the office of Independent Executor and Trustee collectively. Reference to Personal Representative in the singular will include the plural, the masculine will include the feminine, and the term is to be construed in context. A Personal Representative will not be required to furnish a fiduciary bond or other security. I direct that no action be required in the county or probate court in relation

to the settlement of my estate other than the probate and recording of my Will and the return of an inventory, appraisement and list of claims as required by law.

#### **Article IV**

##### **Payment of Debts, Taxes, Settlement Costs and Exercise of Elections**

The following directions concern the payment of debts, taxes, estate settlement costs, and the exercise of any election permitted by Texas law or by the Internal Revenue Code. The Personal Representative of my estate and the Trustee of the BRUNSTING FAMILY LIVING TRUST may act jointly and may treat the property of my estate subject to probate and the property of the BRUNSTING FAMILY LIVING TRUST as one fund for the purpose of paying debts, taxes, estate settlement costs, and making of elections.

##### **Section A. Payment of Indebtedness and Settlement Costs**

The Personal Representative will have the discretionary authority to pay from my estate subject to probate the costs reasonably and lawfully required to settle my estate.

##### **Section B. Special Bequests**

If property given as a special bequest or gift is subject to a mortgage or other security interest, the designated recipient of the property will take the asset subject to the obligation and the recipient's assumption of the indebtedness upon distribution of the asset to the recipient. The obligation to be assumed shall be the principal balance of the indebtedness on date of death, and the Personal Representative shall be entitled to reimbursement or offset for principal and interest payments paid by my estate to date of distribution.

##### **Section C. Estate, Generation Skipping, or Other Death Tax**

Unless otherwise provided in this will or by the terms of the BRUNSTING FAMILY LIVING TRUST, estate, inheritance, succession, or other similar tax shall be charged to and apportioned among those whose gifts or distributive share generate a death tax liability by reason of my death or by reason of a taxable termination or a taxable distribution under the generation skipping provisions of the Internal Revenue Code. To the extent I may lawfully provide, the Personal Representative may pay and deduct from a beneficiary's distributive share (whether the distribution is to be paid outright or is to be continued in trust) the increment in taxes payable by reason of a required distribution or termination of interest

(i.e., estate, gift, inheritance, or generation skipping taxes) to the extent that the total of such taxes payable by reason of a distribution or termination is greater than the tax which would have been imposed if the property or interest subject to the distribution or termination of interest has not been taken into account in determining the amount of such tax. To the extent a tax liability results from the distribution of property to a beneficiary other than under this will or under the BRUNSTING FAMILY LIVING TRUST, the Personal Representative will have the authority to reduce any distribution to the beneficiary from my estate by the amount of the tax liability apportioned to the beneficiary, or if the distribution is insufficient, the Personal Representative will have the authority to proceed against the beneficiary for his, her, or its share of the tax liability. In making an allocation, my Personal Representative may consider all property included in my gross estate for federal estate tax purposes, including all amounts paid or payable to another as the result of my death, including life insurance proceeds, proceeds from a qualified retirement plan or account, proceeds from a joint and survivorship account with a financial institution or brokerage company, proceeds from a buy-sell or redemption contract, and/or any other plan or policy which provides for a payment of death benefits. This provision further contemplates and includes any tax which results from the inclusion of a prior transfer in my federal gross estate even though possession of the property previously transferred is vested in someone other than my Personal Representative. This provision does not include a reduction in the unified credit by reason of taxable gifts made by me. If the Personal Representative determines that collection of an apportioned tax liability against another is not economically feasible or probable, the tax liability will be paid by my estate and will reduce the amount distributable to the residuary beneficiaries. The Personal Representative's judgment with regard to the feasibility of collection is to be conclusive.

#### **Section D. Election, Qualified Terminable Interest Property**

The Personal Representative may, without liability for doing so or the failure to do so, elect to treat all or a part of my estate which passes in trust for ELMER H. BRUNSTING under the BRUNSTING FAMILY LIVING TRUST, in which ELMER H. BRUNSTING has an income right for life, as Qualified Terminable Interest Property pursuant to the requirements of Section 2056(b)(7) of the Internal Revenue Code. To the extent that an election is made, and unless ELMER H. BRUNSTING shall issue a direction to the contrary, the Trustee of the BRUNSTING FAMILY LIVING TRUST will pay from the irrevocable share the entire increment in the taxes payable by reason of the death of ELMER H. BRUNSTING to the extent that the total of such taxes is greater than would have been imposed if the property treated as qualified terminable interest property has not been taken into account in determining such taxes. It is my intent and purpose to provide my Personal Representative with the greatest latitude in making this election so that the least amount of federal estate tax will be payable upon my death and upon the death of ELMER H. BRUNSTING, and this



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provision is to be applied and construed to accomplish this objective. The Personal Representative is to make distributions of income and principal to the Trustee of the BRUNSTING FAMILY LIVING TRUST until my total estate subject to probate and administration is distributed to the Trustee of the BRUNSTING FAMILY LIVING TRUST.

**Section E. Special Election for Qualified Terminable Interest Property**

For the purpose of identifying the "transferor" in allocating a GST exemption, my estate may elect to treat all of the property which passes in trust to a surviving spouse for which a marital deduction is allowed, by reason of Section 2056(b)(7) of the Internal Revenue Code, as if the election to be treated as Qualified Terminable Interest Property had not been made. Reference to the "Special Election For Qualified Terminable Interest Property" will mean and identify the election provided by Section 2652(a)(2) of the Internal Revenue Code. The term "GST Exemption" or "GST Exemption Amount" is the dollar amount of property which may pass as generation skipping transfers under Subtitle B, Chapter 13, of the Internal Revenue Code of 1986 (entitled "Tax on Generation Skipping Transfers") which is exempt from the generation-skipping tax.

**Section F. Elective Deductions**

The Personal Representative will have the discretionary authority to claim any obligation, expense, cost or loss as a deduction against either estate tax or income tax, or to make any election provided by Texas law, the Internal Revenue Code, or other applicable law, and the Personal Representative's decision will be conclusive and binding upon all interested parties and shall be effective without obligation to make an equitable adjustment or apportionment between or among the beneficiaries of my estate or the estate of a deceased beneficiary.

**Article V**

**Service of the Personal Representative**

A Personal Representative may exercise, without court supervision (or the least supervision permitted by law), all powers and authority given to executors and trustees by the laws of the State of Texas and by this will.

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**Section A. Possession, Assets, Records**

My Personal Representative will have the authority to take possession of the property of my estate and the right to obtain and possess as custodian any and all documents and records relating to the ownership of property.

**Section B. Retain Property in Form Received, Sale**

My Personal Representative will have authority to retain, without liability, any and all property in the form in which it is received by the Personal Representative without regard to its productivity or the proportion that any one asset or class of assets may bear to the whole. My Personal Representative will not have liability nor responsibility for loss of income from or depreciation in the value of property which was retained in the form which the Personal Representative received them. My Personal Representative will have the authority to acquire, hold, and sell undivided interests in property, both real and personal, including undivided interests in business or investment property.

**Section C. Investment Authority**

My Personal Representative will have discretionary investment authority, and will not be liable for loss of income or depreciation on the value of an investment if, at the time the investment was made and under the facts and circumstances then existing, the investment was reasonable.

**Section D. Power of Sale, Other Disposition**

My Personal Representative will have the authority at any time and from time to time to sell, exchange, lease and/or otherwise dispose of legal and equitable title to any property upon such terms and conditions, and for such consideration, as my representative will consider reasonable. The execution of any document of conveyance, or lease by the Personal Representative will be sufficient to transfer complete title to the interest conveyed without the joinder, ratification, or consent of any person beneficially interested in the property, the estate, or trust. No purchaser, tenant, transferee or obligor will have any obligation whatsoever to see to the application of payments made to my Personal Representative. My Personal Representative will also have the authority to borrow or lend money, secured or unsecured, upon such terms and conditions and for such reasons as may be perceived as reasonable at the time the loan was made or obtained.

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### **Section E. Partial, Final Distributions**

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will prepare an accounting and may require, as a condition to payment, a written and acknowledged statement from each distributee that the accounting has been thoroughly examined and accepted as correct; a discharge of the Personal Representative; a release from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Personal Representative in the management, investment, retention, and distribution of property during the representative's term of service, except for any undisclosed error or omission having basis in fraud or bad faith; and an indemnity of the Personal Representative, to include the payment of attorneys' fees, from any asserted claim of any taxing agency, governmental authority, or other claimant. Any beneficiary having a question or potential claim may require an audit of the estate or trust as an expense of administration. Failure to require the audit prior to written acceptance of the Personal Representative's report, or the acceptance of payment, will operate as a final release and discharge of the Personal Representative except as to any error or omission having basis in fraud or bad faith.

### **Section F. Partition, Undivided Interests**

My Personal Representative, in making or preparing to make a partial or final distribution from the estate or a trust, will have the authority (1) to partition any asset or class of assets and deliver divided and segregated interests to beneficiaries; (2) to sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or a divided or undivided interest in any note and security arrangement taken as part of the purchase price; and/or (3) to deliver undivided interests in an asset or class of assets of the beneficiaries subject to any indebtedness which may be secured by the property.

### **Section G. Accounting**

My Personal Representative will render at least annually a statement of account showing receipts, disbursements, and distributions of both principal and income during the period of accounting and a statement of the invested and uninvested principal and the undistributed income at the time of such statement.

### **Section H. Protection of Beneficiaries**

No beneficiary will have the power to anticipate, encumber or transfer any interest in my estate. No part of my estate or any trust will be liable for or charged with any debts,

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contracts, liabilities or torts of a beneficiary or be subject to seizure or other process by any creditor of a beneficiary.

**Section I. Consultants, Professional Assistance**

My Personal Representative will have the authority to employ such consultants and professional help as needed to assist with the prudent administration of the estate and any trust. Any representative, other than a corporate fiduciary, may delegate, by an agency agreement or otherwise, to any state or national banking corporation with trust powers any one or more of the following administrative functions: custody and safekeeping of assets; record keeping and accounting, including accounting reports to beneficiaries; and/or investment authority. The expense of the agency, or other arrangement, will be paid as an expense of administration.

**Section J. Compensation**

Any person who serves as Personal Representative may elect to receive a reasonable compensation, reasonable compensation to be measured by the time required in the administration of the estate or a trust and the responsibility assumed in the discharge of the duties of office. The fee schedules of area trust departments prescribing fees for the same or similar services may be used to establish reasonable compensation. A corporate or banking trustee will be entitled to receive as its compensation such fees as are then prescribed by its published schedule of charges for estates or trusts of similar size and nature and additional compensation for extraordinary services performed by the corporate representative. My Personal Representative will be entitled to full reimbursement for expenses, costs, or other obligations incurred as the result of service, including attorney's, accountant's and other professional fees.

**Section K. Documenting Succession**

A person serving as Personal Representative may fail or cease to serve by reason of death, resignation or legal disability. Succession may be documented by an affidavit of fact prepared by the successor, filed of record in the probate or deed records of the county in which this will is admitted to probate. The public and all persons interested in or dealing with my Personal Representative may rely upon the evidence of succession provided by a certified copy of the recorded affidavit, and I bind my estate and those who are its beneficial owners to indemnify and hold harmless any person, firm, or agency from any loss sustained in relying upon the recorded affidavit.

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**Article VI**

**No-Contest Requirements**

I vest in my Personal Representative the authority to construe this will and to resolve all matters pertaining to disputed issues or controverted claims. I do not want to burden my estate with the cost of a litigated proceeding to resolve questions of law or fact unless that proceeding is originated by my Personal Representative or with the Personal Representative's written permission. Any other person, agency or organization who originates (or who shall cause to be instituted) a judicial proceeding to construe or contest this will or to resolve any claim or controversy in the nature of reimbursement, constructive or resulting trust or other theory which, if assumed as true, would enlarge (or originate) the claimant's interest in my estate, will forfeit any amount to which that person, agency or organization is or may be entitled, and the interest of any such litigant or contestant will pass as if he or she or it had predeceased me.

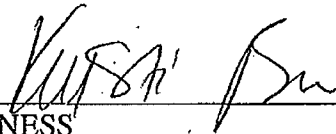
These directions will apply even though the person, agency or organization shall be found by a court of law to have originated the judicial proceeding in good faith and with probable cause, and even though the proceeding may seek nothing more than to construe the application of this no-contest provision. However, the no-contest provision is to be limited in application as to any claim filed by ELMER H. BRUNSTING, to the exclusion thereof if necessary, to the extent it may deny my estate the benefit of the federal estate tax marital deduction.

THIS WILL is signed by me in the presence of two (2) witnesses, and signed by the witnesses in my presence on January 12, 2005.

  
NELVA E. BRUNSTING

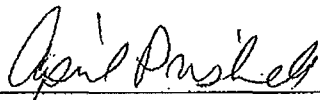
The foregoing Will was, on the day and year written above, published and declared by NELVA E. BRUNSTING in our presence to be her Will. We, in her presence and at her request, and in the presence of each other, have attested the same and have signed our names as attesting witnesses.

We declare that at the time of our attestation of this Will, NELVA E. BRUNSTING was, according to our best knowledge and belief, of sound mind and memory and under no undue duress or constraint.

  
\_\_\_\_\_  
WITNESS

**Krysti Brull**  
11511 Katy Freeway, Suite 520  
Houston, Texas 77079

\_\_\_\_\_

  
\_\_\_\_\_  
WITNESS

**April Driskell**  
11511 Katy Freeway, Suite 520  
Houston, Texas 77079

\_\_\_\_\_

**SELF-PROVING AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared NELVA E. BRUNSTING, Kristi Brun and April Priskren, known to me to be the Testatrix and the witnesses, respectively, whose names are subscribed to the annexed or foregoing instrument in their respective capacities, and, all of said persons being by me duly sworn, the said NELVA E. BRUNSTING, Testatrix, declared to me and to the said witnesses in my presence that said instrument is her Last Will and Testament, and that she had willingly made and executed it as her free act and deed; and the said witnesses, each on his or her oath stated to me, in the presence and hearing of the said Testatrix that the said Testatrix had declared to them that the said instrument is her Last Will and Testament, and that she executed same as such and wanted each of them to sign it as a witness; and upon their oaths each witness stated further that they did sign the same as witnesses in the presence of the said Testatrix and at her request; that she was at that time eighteen years of age or over (or being under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service) and was of sound mind; and that each of said witnesses was then at least fourteen years of age.

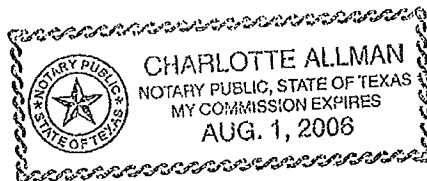
Nelva E. Brunsting  
NELVA E. BRUNSTING

Kristi Brun  
WITNESS

April Priskren  
WITNESS

Subscribed and sworn to before me by the said NELVA E. BRUNSTING, the Testatrix, and by the said Kristi Brun and April Priskren, witnesses, on January 12, 2005.

Charlotte Allman  
Notary Public, State of Texas



Law Firm Copy

APPOINTMENT OF SUCCESSOR TRUSTEES

WHEREAS, NELVA E. BRUNSTING, is a Founder of the Brunsting Family Living Trust dated October 10, 1996, as amended (the "Trust Agreement"); and,

WHEREAS, Pursuant to Article IV, Section B, of the Brunsting Family Living Trust entitled "Our Successor Trustees," an original Trustee will have the right to appoint his or her own successor or successors to serve as Trustees in the event that such original Trustee ceases to serve by reason of death, disability or for any other reason, as well as specify conditions relevant to such appointment; and

WHEREAS, ELMER H. BRUNSTING, died on April 1, 2009. The Brunsting Family Living Trust authorized the creation of subsequent subtrusts known as the NELVA E. BRUNSTING SURVIVOR'S TRUST and the ELMER H. BRUNSTING DECEDENT'S TRUST. The full legal names of the said subtrusts are:

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the NELVA E. BRUNSTING SURVIVOR'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

NELVA E. BRUNSTING, Trustee, or the successor Trustees, of the ELMER H. BRUNSTING DECEDENT'S TRUST dated April 1, 2009, as established under the BRUNSTING FAMILY LIVING TRUST dated October 10, 1996, as amended.

WHEREAS, the said NELVA E. BRUNSTING is desirous of exercising her right as original Trustee to designate, name and appoint her own successors to serve as Trustees in the event that she ceases to serve by reason of death, disability or for any other reason, as well as specify conditions of such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

NELVA E. BRUNSTING makes the following appointment:

If I, NELVA E. BRUNSTING, resign as Trustee, then the following individuals will serve as successor Trustee in the following order:

First, ANITA KAY BRUNSTING  
Second, AMY RUTH TSCHIRHART  
Third, THE FROST NATIONAL BANK

If I, NELVA E. BRUNSTING, fail or cease to serve by reason of death or disability, then the following individuals will serve as successor Co-Trustees:

ANITA KAY BRUNSTING and AMY RUTH TSCHIRHART



If a successor Co-Trustee is unable or unwilling to serve for any reason, the remaining Co-Trustee shall serve alone. However, if neither Co-Trustee is able or willing to serve, then THE FROST NATIONAL BANK shall serve as successor Trustee.

In order to maintain the integrity of the Trust Agreement and to meet my estate planning desires and goals, my Trustees shall comply with the directive set forth below to assure compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**1. Successor Trustee Required to Provide an Authorization For Release of Protected Health Information**

Each successor Trustee (or Co-Trustee) shall be required to execute and deliver to the Co-Trustee (if any) or next successor Trustee an "Authorization for Release of Protected Health Information" pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other similarly applicable federal and state laws, authorizing the release of said successor's protected health and medical information to said successor's Co-Trustees (if any) and to all alternate successor Trustees (or Co-Trustees) named under this document or any subsequent documents signed by the Founders, to be used only for the purpose of determining in the future whether said successor has become incapacitated (as defined in the Trust Agreement).

If said successor is already acting in the capacity of Trustee (or Co-Trustee) and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, or if an event has occurred which triggers said successor's power to act but said successor has not yet begun to act in said capacity and fails to so execute and deliver such Authorization within thirty (30) days of actual notice of said requirement, then for purposes of the Trust Agreement, said successor shall be deemed incapacitated.

"Actual notice" shall occur when a written notice, signed by the Co-Trustees (if any) or next successor Trustee, informing said successor of the need to timely execute and deliver an authorization as set forth above (and, in the case where said successor has not yet begun to act, informing him or her of the event that has triggered said successor's power to act), is (i) deposited in the United States mail, postage prepaid, addressed to the last address of said successor known to the Co-Trustees or next successor Trustee or (ii) hand delivered to said successor, provided such delivery is witnessed by a third party independent from the Co-Trustees or next successor Trustee within the meaning of Internal Revenue Code Sections 672(c) and 674(c) and said witness signs a statement that he or she has witnessed such delivery.

**2. Obtain the Release of Protected Health Information**

The Trustee is empowered to request, receive and review any information, verbal or written, regarding Founder's physical or mental health, including, but not limited to,

protected health and medical information, and to consent to their release or disclosure. The Founder has signed on this same date or an earlier date an "Authorization For Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of any and all health and medical information to the Trustee (or next successor Trustee, even if not yet acting) for the purposes of determining the Founder's incapacity (or for other stated purposes therein).

In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as Founder's legal representative, to execute a new authorization on Founder's behalf, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under this agreement), naming the Trustee (or next successor Trustee even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

### **3. Determination of "Incompetence" or "Incapacity"**

For purposes of the Trust Agreement, and notwithstanding any other conflicting provisions contained in the Trust Agreement or any previous amendments thereto, the term "incompetency" and/or "incapacity" shall mean any physical or mental incapacity, whether by reason of accident, illness, advanced age, mental deterioration, alcohol, drug or other substance abuse, or similar cause, which in the sole and absolute discretion of the Trustee makes it impracticable for a person to give prompt, rational and prudent consideration to financial matters and, if said disabled person is a Trustee (including an appointed Trustee who has yet to act), (i) a guardian of said person or estate, or both, of said person has been appointed by a court having jurisdiction over such matters or (ii) two (2) attending physicians of said person, who are licensed to practice and who are not related by blood or marriage to such person, have stated in writing that such incompetency or incapacity exists.

If said disabled person is a Trustee (including an appointed Trustee who has yet to act), upon the court determination of the person's competency or capacity or upon the revocation of the writings of the two (2) attending physicians above or upon written determination of competency or capacity to give prompt, rational and prudent consideration to financial matters by two (2) other attending physicians, who are licensed to practice and who are not related by blood or marriage to such person, subject to written notice being given to the then acting successor Trustee, the original Trustee (including an appointed Trustee who has yet to act) removed for "incompetency" or "incapacity" shall be reinstated as Trustee.

Any third party may accept physicians' writings as proof of competency or capacity or incompetency or incapacity as set forth above without the responsibility of further investigation and shall be held harmless from any loss suffered or liability incurred as the result of good faith reliance upon such writings.

In addition to any "Authorization for Release of Protected Health Information" executed by the Founder, the Founder hereby voluntarily waives any physician-patient privilege or psychiatrist-patient privilege and authorizes physicians and psychiatrists to examine them and disclose their physical or mental condition, or other personal health or medical information, in order to determine their competency or incompetency, or capacity or incapacity, for purposes of this document. Each person who signs this instrument or an acceptance of Trusteeship hereunder does, by so signing, waive all provisions of law relating to disclosure of confidential or protected health and medical information insofar as that disclosure would be pertinent to any inquiry under this paragraph. No Trustee shall be under any duty to institute any inquiry into a person's possible incompetency or incapacity (such as, but not limited to, by drug testing), but if the Trustee does so, the expense of any such inquiry may be paid from the Trust Estate of said person's trust or, if no such trust exists, the Trust Estate of the Trust.

It is the Founder's desire that, to the extent possible, a named successor Trustee be able to act expeditiously, without the necessity of obtaining a court determination of a Founder's incapacity or the incapacity of a preceding appointed successor Trustee (including if that preceding appointed successor Trustee has not yet acted). Therefore, if an Authorization for Release of Protected Health Information executed by a Founder, or an appointed successor Trustee (even if not yet acting), or by a "personal representative" or "authorized representative" on behalf of a Founder or such an appointed successor Trustee, is not honored in whole or in part by a third party such that physicians' writings cannot be obtained as necessitated by this subparagraph, then the Trust Protector named under the Trust Agreement (if any), or if there is no such Trust Protector provided under the Trust Agreement then the next succeeding Trustee (even if not yet acting) who is independent, that is not related to or subordinate to, said Founder or such appointed successor Trustee within the meaning of Internal Revenue Code Section 672(c), may declare in writing said Founder or such appointed successor Trustee to be incapacitated; provided, however, the Trust Protector or next succeeding Trustee making such declaration shall have first made good faith efforts to obtain the physicians' writings described above, and the provisions above relating to reinstatement upon two (2) physicians' written determination of competency or capacity shall continue to apply.

In the event the Trust Agreement does not provide for an Independent Trustee as set forth in the above paragraph, such an Independent Trustee shall be elected by a majority vote of the then current adult income beneficiaries of the trust (or by the legal guardians of all minor or disabled current income beneficiaries) and such Independent Trustee shall not be related to nor subordinate to any of the beneficiaries

participating in the said vote within the meaning of Internal Revenue Code 672(c). In the event that there are only two (2) beneficiaries, one of which is acting as Trustee, the remaining beneficiary may appoint such an Independent Trustee who is neither related to nor subordinate to such beneficiary as those terms are defined in and within the meaning of Internal Revenue Code 672(c).

The Founder has signed on this same date or on an earlier date an "Authorization for Release of Protected Health Information," in compliance with HIPAA, immediately authorizing the release of health and medical information to the Trustee (or next successor Trustee, even if not yet acting), so the Trustee may legally defend against or otherwise resist any contest or attack of any nature upon any provision of the Trust Agreement or amendment to it (or defend against or prosecute any other legal matter within his or her powers set forth in the Trust Agreement). In the event said authorization cannot be located, is by its own terms no longer in force or is otherwise deemed invalid or not accepted in whole or in part, the Founder hereby grants the Trustee (or next successor Trustee, even if not yet acting) the power and authority, as the Founder's legal representative to execute a new authorization on the Founder's behalf, even after Founder's death, immediately authorizing the release of any and all health and medical information for the purpose of determining the Founder's incapacity (and for the purpose of carrying out any of the Trustee's powers, rights, duties and obligations under the Trust Agreement naming the Trustee (or next successor Trustee, even if not yet acting) as the Founder's "Personal Representative," "Authorized Representative" and "Authorized Recipient."

This Appointment of Successor Trustees is effective immediately upon execution of this document by the Founder, with the said successor Trustees to act at such times and in such instances as provided in the said Brunsting Family Living Trust dated October 10, 1996, as amended.

All other provisions contained in the Brunsting Family Living Trust dated October 10, 1996, as amended, are hereby ratified and confirmed and shall remain in full force and effect except to the extent that any such provisions are amended hereby or by previous amendments or appointments still in effect.

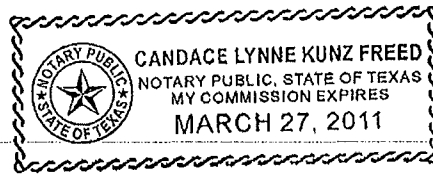
WITNESS MY HAND on December 21, 2010.

  
\_\_\_\_\_  
NELVA E. BRUNSTING,  
Founder and Original Trustee

THE STATE OF TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on December 21, 2010 at 1:34 pm  
p.m., by NELVA E. BRUNSTING, as Founder and Original Trustee.

Candace Lynne Kunz Freed  
Notary Public, State of Texas



**From:** [akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)  
**To:** [Carl and Drina Brunsting](#); [Carole Brunsting](#); [Candace Curtis](#)  
**Cc:** [al@vasek.com](mailto:al@vasek.com); [Amy Brunsting](#); [Candace Freed](#)  
**Subject:** Re: requested documents  
**Date:** Monday, January 23, 2012 1:47:07 PM

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More printed documents are in the mail, this is just what I had in a scanned format. I sent the amended trust and the most recent trust amendments to you and Carl by certified mail on Dec. 21, 2011. I delivered the documents by hand to Amy and Carole.

Anita

---- Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)> wrote:

> Dear Anita,

>

> If you think that sending me incomplete or inaccurate records in this piecemeal  
> fashion somehow satisfies my demands for production, or your legal obligation to  
> produce said records, you should probably read the Texas statutes and your  
> trustee handbook, where you will find that your first obligation as an alleged  
> trustee is full and complete disclosure. Your piecemeal dissemination is merely  
> evidence of your refusal or otherwise failure to meet your obligations. This is  
> known in the law of trusts as BREACH. The more information I get, the less I am  
> convinced that you have ANY authority to act as a trustee. You might want to  
> check on how and when powers of attorney terminate.

>

> Further, any intended action which may affect the interest of any beneficiary,  
> requires written notice, by certified mail, no less than 30 days prior to any  
> such action. You are required by law to notify ALL named trustees and successor  
> trustees, and ALL beneficiaries and successor beneficiaries, in writing, by  
> certified mail. You have failed to do so, over and over and over again, which  
> means that NONE of your actions are valid.

>

> If you intend to act on the basis of your alleged appointment, which no one  
> forced you to accept, then you should probably apprise yourself of the law  
> regarding your LEGAL OBLIGATIONS. Secondly, if you intend to act in any way  
> whatsoever, you should probably be absolutely certain that your actions are  
> lawful. It's too bad you didn't get a second opinion, or at least had an  
> attorney who read her partner's "in terrorem" article before thinking you could  
> exacerbate exculpatory or no-contest clauses in your fake ass qualified  
> beneficiary designation. All those fatuous exacerbations are just further  
> evidence of your moral turpitude, misfeasance and mal intent.

>

>

> I could be mistaken, but with your refusal to provide full and complete  
> disclosure, rather just doling out the documents in bits and pieces as you see  
> fit, would appear to compel a presumption of impropriety as a matter of law.  
> It's called extrinsic fraud.

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P14830

> conversation and saying very clearly "that is not true". Disclaiming will not  
 > cure the past.  
 >  
 >  
 > I have not bothered to consult with or retain counsel because I CAN READ AND  
 > COMPREHEND THE LAW. I have over 30 years of experience in contracts,  
 > accounting, and business management for multi-million dollar corporations. I am  
 > familiar with trust law because as a property manager all properties were  
 > managed under trusts. I am VERY FAMILIAR with NOTICE and accounting  
 > requirements.  
 >  
 >  
 > How you managed to obtain a PhD without the ability to read and comprehend is a  
 > mystery to me. If you understood trust law AT ALL your disrespectful conduct  
 > and power arrogance would be VERY different or nonexistent. I guess that why it  
 > is said that those that cannot do, TEACH.  
 >  
 > As it regards your actual trustee delegation, you are and have always been the  
 > sole trustee for the last-to-die life insurance policy. Daddy told me that the  
 > purpose of that policy was so that we would all have means pending the trust  
 > administration and final distribution, if any. You have failed to communicate  
 > any quality information about the proceeds of that policy. It has been 85 days  
 > since Mother's death and the majority of life insurance companies settle such  
 > claims within the first 90 days. I can envision no complications as it was not  
 > an accidental or other limited policy. So, WHERE IS MY MONEY? I have several  
 > emails from you over the years asking me to sign blank forms regarding the  
 > insurance. I have always asked for copies of the life insurance trust document  
 > so that I would know what it was I was waiving. You have consistently refused  
 > or otherwise failed to provide this to me, as you are obliged to do by your own  
 > voluntary acceptance of the fiduciary obligation.  
 >  
 >  
 > And just one last item. You received a written demand for disclosure of the  
 > identity of the trust protector or the special co-trustee(s) if any. Your lack  
 > of disclosure of this basic information, or any expression of good faith, leaves  
 > me with concerns that there is something you fear or want to conceal, but don't  
 > worry, what ever it is, we'll get to the bottom of it.  
 >  
 > Sincerely,  
 >  
 > Candy  
 >  
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 >  
 > \_\_\_\_\_  
 > From: Anita Brunsting <akbrunsting@suddenlink.net>  
 > To: Candace Curtis <occurtis@sbcglobal.net>  
 > Cc: Candace Freed <candace@vacek.com>; Amy Brunsting <at.home3@yahoo.com>  
 > Sent: Sun, January 22, 2012 9:02:11 PM  
 > Subject: requested documents  
 >  
 >  
 >  
 > Dear Candy,  
 >  
 > Attached please find the appointment of successor trustees dated 12/21/10 and  
 > mother's will.  
 >

> Anita

P14832



**From:** [Anita Brunsting](#)  
**To:** ["Carole Brunsting"](#); ["Candace Curtis"](#); ["Carl Brunsting"](#)  
**Cc:** ["Candace Freed"](#)  
**Subject:** preliminary trust accounting  
**Date:** Tuesday, January 24, 2012 6:38:03 PM  
**Attachments:** [Brunsting Family Trust Assets and Expenses.xls](#)

---

Attached please find a preliminary tally of trust assets and expenses (with a list of potential future liabilities). We are still working with Candace to complete the formal list.

Anita

**P14833**

Brunsting Family Survivor's and Decedent's Assets

| Asset                         | # shares   | price/share * | Amount*      |   |
|-------------------------------|------------|---------------|--------------|---|
| Chevron/Texaco-decedent       | 609.6515   | 106.89        | \$65,165.65  | *values as of 1/20/2012   |
| Chevron/Texacos-survivor      | 37.131     | 106.89        | \$3,968.93   |   |
| Chevron - Decedent            | 612        | 106.89        | \$65,416.68  |   |
| ExxonMobil-Decedent           | 583        | 87.49         | \$51,006.67  |   |
| ExxonMobil-survivor           | 675.910671 | 87.49         | \$59,135.42  |   |
| MetLife - Survivor            | 95         | 36.35         | \$3,453.25   |   |
| Survivor's Trust Edward Jones |            |               | \$1.05       |   |
| Decedent's Trust Edward Jones |            |               | \$240,637.33 |   |
| Survivor's Trust Checking     |            |               | \$23,611.65  | includes deposit of IRS refund: \$6215.87   |
| Decedent's Trust Checking     |            |               | \$14,765.55  | includes deposit of remaining farm rent for 2011: \$13902.51 and Chevron Dividend: \$495.72 |
| Misc. Coins                   |            |               | \$690.00     |   |
| Gold Watches/misc jewelry     |            |               |              | appraisal pending   |
| <b>Total Liquid Assets</b>    |            |               | \$527,852.19 |   |
|                               |            |               |              |   |
|                               |            |               |              |   |
|                               |            |               |              |   |
|                               |            |               |              |   |
| Farm (acres)                  | 141        |               | \$0.00       | appraisal pending   |
| House                         |            |               | \$410,000.00 | appraised value   |
| Total Trust                   |            |               |              |   |
|                               |            |               |              |   |
|                               |            |               |              |   |

Trust Expenses

| Date       | Vendor                        | Purpose                                   | Amount       |
|------------|-------------------------------|---|--------------|
| 11/12/2011 | Kroger - Houston              | Groceries when cleaning/packing house     | \$ 23.31     |
| 11/16/2011 | Phillips 66 - Houston         | Transportation                            | \$ 56.20     |
| 11/22/2011 | Phillips 66 - Houston         | Transportation                            | \$ 49.08     |
| 12/26/2011 | Home Depot                    | Home Repair/Security                      | \$ 92.56     |
| 12/26/2011 | Exxon - Victoria              | Transportation                            | \$ 45.15     |
| 12/28/2011 | Kroger - Houston              | Groceries when cleaning/packing house     | \$ 16.31     |
| 12/28/2011 | HEB - Houston                 | Groceries when cleaning/packing house     | \$ 3.50      |
| 12/28/2011 | Ace Hardware                  | Supplies to pack up house                 | \$ 66.53     |
| 12/29/2011 | Shell - Victoria              | Transportation                            | \$ 44.51     |
| 12/21/2011 | USPS                          | Trust Docs                                | \$ 1.28      |
| 12/11/2011 | Vacek                         | Legal                                     | \$ 4,500.00  |
| 12/12/2011 | Wilchester West Fund          | subdivision dues                          | \$ 359.00    |
| 12/11/2012 | Memorial Hermann              | mom's medical                             | \$ 41.72     |
| 12/11/2011 | US Treasury                   | tax payment for Decedent Trust            | \$ 1,780.00  |
| 12/18/2011 | Mr. Pham Chen                 | Lawn care - 2 mos                         | \$ 200.00    |
| 12/18/2011 | Centerpoint Energy            | natl gas for house                        | \$ 54.62     |
| 12/18/2011 | Kelsey-Seybold                | mom's medical                             | \$ 13.92     |
| 12/18/2011 | Memorial Hermann              | mom's medical                             | \$ 226.40    |
| 12/18/2011 | ACS Primary Care              | mom's medical                             | \$ 6.87      |
| 12/28/2011 | Herb Jamison                  | house appraisal                           | \$ 450.00    |
| 12/29/2011 | Amy Brunsting                 | tires for mom's car/house repairs/transpo | \$ 425.94    |
| 1/9/2012   | Exxon - Victoria              | Transportation                            | \$ 49.57     |
| 1/10/2012  | Dr. Annie Uralil              | mom's medical                             | \$ 44.06     |
| 1/16/2012  | Northwoods Urology Associates | mom's medical                             | \$ 740.77    |
| 1/17/2012  | Don Sumners Tax Asses/Collect | 2011 property tax for mom's house         | \$ 1,285.05  |
| Total      |                               |   | \$ 10,576.35 |

**Liabilities**

Farm Taxes  
 Property tax on house  
 Remaining medical bills  
 Insurance on house and car  
 Electricity/gas/water on house  
 Remaining repairs on house  
 Farm appraisal  
 Decedent & Survivor Trust tax prep  
 Trustee Expenses

**From:** [Carole Brunsting](#)  
**To:** [Drina Brunsting](#)  
**Cc:** [candy curtis](#)  
**Subject:** Re: tally sheets from us  
**Date:** Wednesday, January 25, 2012 12:37:09 PM

---

I was going to work on that this weekend. We have a couple of tax deadlines at work of 01/31 or I would start sooner.  
Carole

--- On **Wed, 1/25/12, Drina Brunsting <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>** wrote:

From: Drina Brunsting <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Subject: tally sheets from us  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Cc: "candy curtis" <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Date: Wednesday, January 25, 2012, 12:11 PM

Carole;

Could you possibly look all of the latest accounting from Anita over and compare to the sheets we gave you from after your dad passed away?? Please get with Candy since you are both accountants.

I am too busy with my dad. I don't want Carl to be to totally overwhelmed with all of this until we know what the deal is.

Please keep us informed of any discoveries or discrepancies.

Thanks,  
Drina

**P14836**

**From:** [Anita Brunsting](#)  
**To:** ["Candace Curtis"](#)  
**Cc:** ["Candace Freed"](#); ["Amy Brunsting"](#)  
**Subject:** RE: requested documents  
**Date:** Wednesday, January 25, 2012 7:31:12 PM

---

Candy,

Regarding your request at the bottom of your e-mail. Provisions for the Trust Protector and Special Co-Trustee can be found in the Qualified Beneficiary Designation on pages 15 and 28 respectively. This document was mailed to you on Dec. 21, 2011 by certified mail.

Anita

---

**From:** Candace Curtis [mailto:occurtis@sbcglobal.net]  
**Sent:** Monday, January 23, 2012 11:38 AM  
**To:** Anita Brunsting; Carl and Drina Brunsting; Carole Brunsting  
**Cc:** Candace Freed; Amy Brunsting; al@vasek.com  
**Subject:** Re: requested documents

Dear Anita,

If you think that sending me incomplete or inaccurate records in this piecemeal fashion somehow satisfies my demands for production, or your legal obligation to produce said records, you should probably read the Texas statutes and your trustee handbook, where you will find that your first obligation as an alleged trustee is full and complete disclosure. Your piecemeal dissemination is merely evidence of your refusal or otherwise failure to meet your obligations. This is known in the law of trusts as BREACH. The more information I get, the less I am convinced that you have ANY authority to act as a trustee. You might want to check on how and when powers of attorney terminate.

Further, any intended action which may affect the interest of any beneficiary, requires written notice, by certified mail, no less than 30 days prior to any such action. You are required by law to notify ALL named trustees and successor trustees, and ALL beneficiaries and successor beneficiaries, in writing, by certified mail. You have failed to do so, over and over and over again, which means that NONE of your actions are valid.

If you intend to act on the basis of your alleged appointment, which no one forced you to accept, then you should probably apprise yourself of the law regarding your LEGAL OBLIGATIONS. Secondly, if you intend to act in any way whatsoever, you should probably be absolutely certain that your actions are lawful. It's too bad you didn't get a second opinion, or at least had an attorney who read her partner's "in terrorem" article before thinking you could exacerbate exculpatory or no-contest clauses in your fake ass qualified beneficiary designation. All those fatuous exacerbations are just further evidence of your moral turpitude, misfeasance and mal intent.

I could be mistaken, but with your refusal to provide full and complete disclosure, rather just doling out the documents in bits and pieces as you see fit, would appear to compel a presumption of impropriety as a matter of law. It's called extrinsic fraud.

P14837

Oh, and one more thing regarding your fake ass qualified beneficiary designation. If you intend to act on that document's alleged grant of authority and you think you are prepared to litigate the question, of its validity, you should probably try to figure out what EACH paragraph means and how in the world ANYONE could have explained that to our Mother. You assert that Mother signed those documents making those changes, knowing full well what she was signing. I, however, upon receipt of your initial piecemeal documents, contacted Mother by telephone and she assured me in no uncertain terms that she did no such thing. Better yet, she followed it with a written communication reciting our conversation and saying very clearly "that is not true". Disclaiming will not cure the past.

I have not bothered to consult with or retain counsel because I CAN READ AND COMPREHEND THE LAW. I have over 30 years of experience in contracts, accounting, and business management for multi-million dollar corporations. I am familiar with trust law because as a property manager all properties were managed under trusts. I am VERY FAMILIAR with NOTICE and accounting requirements.

How you managed to obtain a PhD without the ability to read and comprehend is a mystery to me. If you understood trust law AT ALL your disrespectful conduct and power arrogance would be VERY different or nonexistent. I guess that why it is said that those that cannot do, TEACH.

As it regards your actual trustee delegation, you are and have always been the sole trustee for the last-to-die life insurance policy. Daddy told me that the purpose of that policy was so that we would all have means pending the trust administration and final distribution, if any. You have failed to communicate any quality information about the proceeds of that policy. It has been 85 days since Mother's death and the majority of life insurance companies settle such claims within the first 90 days. I can envision no complications as it was not an accidental or other limited policy. So, WHERE IS MY MONEY? I have several emails from you over the years asking me to sign blank forms regarding the insurance. I have always asked for copies of the life insurance trust document so that I would know what it was I was waiving. You have consistently refused or otherwise failed to provide this to me, as you are obliged to do by your own voluntary acceptance of the fiduciary obligation.

And just one last item. You received a written demand for disclosure of the identity of the trust protector, or the special co-trustee(s) if any. Your lack of disclosure of this basic information, or any expression of good faith, leaves me with concerns that there is something you fear or want to conceal, but don't worry, what ever it is, we'll get to the bottom of it.

Sincerely,

Candy

---

**From:** Anita Brunsting <akbrunsting@suddenlink.net>  
**To:** Candace Curtis <occurtis@sbcglobal.net>  
**Cc:** Candace Freed <candace@vacek.com>; Amy Brunsting <at.home3@yahoo.com>  
**Sent:** Sun, January 22, 2012 9:02:11 PM  
**Subject:** requested documents

Dear Candy,

**P14838**

Attached please find the appointment of successor trustees dated 12/21/10 and mother's will.

Anita

**P14839**

**From:** Anita Brunsting  
**To:** "Candace Curtis"  
**Subject:** RE: Life Insurance money  
**Date:** Wednesday, January 25, 2012 8:05:34 PM

---

I will let you know the day I mail them.

---

**From:** Candace Curtis [mailto:occurtis@sbcglobal.net]  
**Sent:** Wednesday, January 25, 2012 10:02 PM  
**To:** Anita Brunsting; Carole Brunsting; Carl Brunsting; Amy Brunsting  
**Cc:** Candace Freed  
**Subject:** Re: Life insurance money

Thank you for letting me know. I would also greatly appreciate it if you would please let me (us) know when you mail the checks. It would prevent unnecessary stress wondering whether it was lost in the mail or you were just lagging.

Candy

---

**From:** Anita Brunsting <akbrunsting@suddenlink.net>  
**To:** Carole Brunsting <cbrunsting@sbcglobal.net>; Carl Brunsting <cbarch@sbcglobal.net>; Candace Curtis <occurtis@sbcglobal.net>; Amy Brunsting <at.home3@yahoo.com>  
**Cc:** Candace Freed <candace@vacek.com>  
**Sent:** Wed, January 25, 2012 7:45:33 PM  
**Subject:** Life insurance money

The life insurance money has been deposited into a checking account, and I received a check book for this account on Monday (1/23/12) from Lincoln Financial Group. Since this insurance policy was in a trust, I am waiting on a reply from Rich Ridders, accountant, regarding some tax reporting that may apply. The account was established on 1/17/12, and \$250,000 was deposited plus \$440 in interest. The question is if or how you will have to report the interest income on your taxes and if a form K-1 will have to be issued to you. He is usually very prompt in replying. Once I know the tax information, I can write checks to the beneficiaries for your portion. I will be sending them by registered mail soon.

Anita

P14840



**From:** [Anita Brunsting](#)  
**To:** "[Carole Brunsting](#)"; "[Candace Curtis](#)"; "[Carl Brunsting](#)"; "[Amy Brunsting](#)"  
**Subject:** life insurance checks  
**Date:** Friday, January 27, 2012 6:07:02 PM

---

I mailed your check from mom and dad's life insurance policy today by certified mail/restricted delivery. This means you will have to sign for it personally.

Anita

**P14841**

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Mediation  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Drina Brunsting"  
<drinabrunsting@sbcglobal.net>  
Date: Friday, January 27, 2012, 2:46 PM

This would be the best way to get all the shit on the table at once. When you get a chance, please read the top part of this web page. I don't know if I can force Amy, Anita and Candace into mediation. I'm going to check on that now. Would you guys be agreeable to this?

<http://www.texasmediationgroup.com/mediation-in-the-news/mediation-and-living-trusts/>

From: Candace Curtis <occurtis@sbcglobal.net>

Subject:

To: "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>

Date: Friday, January 27, 2012, 2:53 PM

The mediation venue would allow everyone to air their grievances. We can ask questions of each other in the presence of third parties. I would say Anita, why did you tell lies to Mother about your siblings? Do you know how much it hurts to know that Mother died with these things about me in her head? Why did you find it necessary to hide everything from everyone? Etc.

I LIKE IT!

P14843

From: Drina Brunsting <drinabrunsting@sbcglobal.net>  
Subject: Anita  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Friday, January 20, 2012, 9:47 AM

Carole;

It seems all along it was Anita who called APS on me and not Amy.

Seems she sought to gain complete control of Carl's inheritance from the moment he fell ill, and wanted guardianship as well.

Seems that while I was desperately trying to find doctors who would help my husband, she was desperately thinking about how to get his money.

Seems that she was told by several attorneys she couldn't do squat unless I was declared unfit.

Seems she then set out to spread rumors by saying I was out to divorce him, or , as unbelievable as it sounds, murder him and 'run off with his money'.

Seems she did exactly the same to Amy a few years back. It all makes sense now that her motive there was greed as well, and set out to have Amy declared unfit so she could slide her way into Amy's trustee position.

Seems she got lucky when her brother nearly died and looked hopeless, so she shifted her focus on destroying his life. And mine. And Marta's. And Haley's.

Seems she is evil in the purest form.

Seems that you are constantly defending her, for reasons I cannot decipher.

I only hope she doesn't do to you someday what she has done to her brother. But I wouldn't bet on it if I were you.

Drina

**P14844**

From: Drina Brunsting <drinabrunsting@sbcglobal.net>  
Subject: are you willing to help your brother???  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Wednesday, February 1, 2012, 9:22 AM

Carole;

If you have documentation that will help Carl, are you willing to hand it over? We have heard that you are in possession of papers and journals that would help him.

We have also heard that, once again, your loyalties have gone back over to the side of your sisters. This, by the way, is exactly what Carl was afraid of. We wish now we had never trusted you by giving you the asset schedule, but you seemed so convincing in your disdain of Anita & Amy after your mother had died. Carl is certain you probably immediately turned it over to them.

We need to know your answer. Please do not ignore, hesitate or vacillate on this issue. Like you are so famous for doing. Please do not make anymore excuses. Either help your brother or stay the hell out of our lives.

You are either with Carl or not. You either want to help him or help destroy him. WHICH IS IT? We need an answer. NOW, TODAY.

You will find that if you just tell the truth, it not only saves time but relations.

**P14845**

**From:** [Anita Brunsting](#)  
**To:** "[Candace Curtis](#)"  
**Subject:** RE:  
**Date:** Wednesday, February 01, 2012 7:58:56 PM

---

You're welcome, glad it got there without any problems.

---

**From:** Candace Curtis [mailto:[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)]  
**Sent:** Wednesday, February 01, 2012 9:07 PM  
**To:** Anita  
**Subject:**

Anita,

I received the check today. Thank you.

Candy

**P14846**

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: are you willing to help your brother???  
**Date:** Saturday, February 04, 2012 4:12:39 PM

---

I do not recall you ever asking me to give you a copy. I told you I would send it all to you because you are better at this type of work and you said to hold on to it. The last email correspondence I got was asking me to compare what Drina gave me to what Anita sent. Unfortunately for me I did not realize you and Drina put a timeline on it. You were in Mother's house for a full week and these are all things you could have taken or made copies of but when I saw it I took it because I knew where it was going and now for the both of you to turn on me like this because I cannot meet your deadlines when neither one of you even has a lawyer reinforces that both of you have been using me to try and get what you need or want.

--- On **Sat, 2/4/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: are you willing to help your brother???  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Saturday, February 4, 2012, 5:28 PM

Carole, I agree that you have been open and honest. You told me you had a previous accounting of the assets, you said you had Mother's handwritten journal from October 2010, and you said you had grabbed those papers at the attorney's office. All good stuff if you had given me copies of it.

---

**From:** Carole Brunsting <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
**To:** Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
**Sent:** Sat, February 4, 2012 2:02:48 PM  
**Subject:** Re: are you willing to help your brother???

I am unclear as to why you hung up on me. I was telling you that I opened up an account at Fidelity (which is who handles the HP 401K plan) to deposit my \$50K so I would not mix it in with my checking account and you said I was keeping things from you and hung up. I do not understand how my opening a separate account at Fidelity was keeping anything from you. I have been nothing but open and honest with you and tried to help you in any way I could but you and Drina feel that it is okay to say whatever you want to me and I am suppose to take it. I actually have a life too with bills and deadlines and ups and downs but unfortunately no one to share it with but hopefully that will change to this year as well.

--- On **Sat, 2/4/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: are you willing to help your brother???  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Saturday, February 4, 2012, 12:55 PM

**P14847**

Dear Carole,

I'm sorry you are not feeling well. Something like that is going around here too, but so far I have managed to avoid it. I don't know how, since I have been under tremendous stress. This trust business pales in comparison to the current family crisis Owen, Kevan, Andy and I have been experiencing.

I, too, have really enjoyed the relationship we reestablished a few years ago. I wanted to tell you what was going on in our lives here, but during our last conversation you really hurt me. I don't think you meant to, and I did not want to endure more emotional damage, so I hung up on you.

I admit I have "joined the fray" in Drina bashing since Carl got sick. I am so deeply ashamed of myself. My only saving grace is that I can HONESTLY say that the only family member I gossiped about is Drina, and then only because I was provoked. The provocation was so aggressive that I overlooked what I felt in my heart and my soul - that whatever Drina did or said was out of fear of losing her husband and the desperation that ensued. I would have reacted the exact same way if it had been me. What has been done to our brother, his family, and their very future is abominable, disgusting, and downright evil. I know now, and have written evidence, that Anita has been after Carl since 2007, all because she simply did not like Drina. I WAS NOT A PARTY TO ANY OF THAT - EVER. And yes, I have said things about you to others, BUT THEY WERE ALL GOOD. I have not "made fun of someone" since I was in elementary school.

So, the same horrible thing with the trust was done to me at the same time it was done to Carl. WHY WAS IT DONE TO EITHER OF US? It has caused me undue emotional anguish and distress since October 2010. Since that time Anita AND Amy have both said over and over and over again, "what makes you think I won't give you your money?". This equates to dangling a stick with a carrot in front of my nose for MORE THAN A YEAR. The fact that neither Amy or Anita even tried

P14848



to stop this from happening, because they knew it was wrong and they had the ability to do so, is unforgivable and they most certainly will burn in hell for what they did to Carl and his family.

I screamed at Amy on more than one occasion in YOUR defense, but what I said to her was in the collective defense of any family member who has been judged by another. My philosophy is, and always has been, live and let live. It is NO ONE else's fucking business what any of us do, so long as it does not hurt another living thing, and I very strongly resent the fact that Anita has taken it upon herself to judge any and all of us. To take actions based upon these judgments is nothing short of nazi-ism. It is twisted and sick. I almost pity her to have to live in her own mind. She has taken from Carl and I our hope for the future and the financial security our parents intended to leave us. It has caused our family to break up in pieces that can never be put back together again.

I love you Carole, unconditionally. You are my sister. I feel the exact same way about Carl AND Drina. Our parents had unconditional love for all of us. I used to have that for Amy and Anita. What started as great emptiness in my heart has now become two very small holes. These will be filled in someday and I will be whole again.

Carole, I love talking to you on the phone and I so enjoyed our time together when I was in Houston. We can continue to have those things if you want to. I do. I just need to concentrate on things other than the trust right now. I got my life insurance money so I can pay my property taxes and medical bills. That really has been my biggest worry in all of this, since Mother had been helping me in years past. It is not a very comfortable place to be.

C

**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** occurtis@sbcglobal.net  
**Sent:** Sat, February 4, 2012 6:50:20 AM  
**Subject:** Fw: are you willing to help your brother???

Candy,

I have been in bed most of the week fighting an upper respiratory virus and this morning I logged onto my email to try and catch up and read this from Drina. I did nothing to deserve this type of treatment. Of everyone in this family I thought we would always stay in touch but I guess that is not going to be the case either. I wanted to try and be of help to both of you but it seems that it has to be at your pace regardless of what might be going on in my life but in reality I know neither one of you actually give a crap about me. I cannot turn things around fast enough for you or Drina so please accept my apology for having a full time job and getting sick. I enjoyed our conversations and I wish you the best. I hope you and the rest of the family have a wonderful time making fun of me and my life. If any of you get bored let me know because I am sure I could supply you with more material so you could continue to tear me down in worse ways than you already have.  
Carole

--- On Wed, 2/1/12, Drina Brunsting <drinabrunsting@sbcglobal.net> wrote:

**From:** Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Subject:** are you willing to help your brother???  
**To:** "Carole Brunsting" <cbrunsting@sbcglobal.net>  
**Date:** Wednesday, February 1, 2012, 9:22 AM

Carole;

If you have documentation that will help Carl, are you willing to hand it over? We have heard that you are in possession of papers and journals that would help him.

We have also heard that, once again, your loyalties have gone back over to the side of your sisters. This, by the way, is exactly what Carl was afraid of. We wish now we had never trusted you by giving you the asset schedule, but you seemed so convincing in your disdain of Anita & Amy after your mother had died. Carl is certain you probably immediately turned it over to them.

We need to know your answer. Please do not ignore, hesitate or vascillate on this issue. like you are so famous for doing. Please do not make anymore excuses. Either help your brother or stay the hell out of our lives.

You are either with Carl or not. You either want ot help him or

**P14850**

help destroy him. WHICH IS IT? We need an answer. NOW,  
TODAY.

You will find that if you just tell the truth, it not only saves time but  
relations.

**From:** [Anita Brunsting](#)  
**To:** "[Candace Curtis](#)"; "[Carl Brunsting](#)"  
**Subject:** death of leroy ridders  
**Date:** Sunday, February 05, 2012 7:56:23 PM

---

Just wanted to let you know the Leroy Ridders passed away on 2/4/12 - He is Rich Rikker's dad - Rich is a CPA and has been doing the trust taxes for mom and dad for years. I remember Rich better as Ricky, and you might remember his brother Darwin (he passed away of cystic fibrosis several years ago) - we used to play with them when we'd visit Uncle Rich in Iowa

Here's a link to the funeral info (it's Tues, and I'm arranging for flowers and a donation to Sioux County Hospice which is the memorial the family specified)

[http://www.oolman.com/sitemaker/memsol.cgi?page=services&user\\_id=566508](http://www.oolman.com/sitemaker/memsol.cgi?page=services&user_id=566508)

Anita

**P14852**

From: Drina Brunsting <drinabrunsting@sbcglobal.net>  
Subject: FYI;pass along to cohorts  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Monday, February 27, 2012, 9:24 PM

## **Tracking Devices and Texas Law**

Using a GPS device is generally legal, as long as anyone involved in the tracking is aware of its use. It is illegal, however, to use a GPS to track an individual without his or her consent. Installing a tracking device on another person's vehicle without his or her knowledge and consent is against the law, unless the installer is a principal investigator or was asked to do so by the police to assist with a criminal investigation.

### **Penalties**

A violation of the law against tracking devices is a Class A misdemeanor under the Texas penal code. A conviction may include the following court-ordered penalties:

- Up to 1 year in jail
- Up to \$4,000 in fines
- Probation

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Drina and her emails  
**Date:** Tuesday, February 28, 2012 10:10:48 AM

---

Candy,  
I deleted it without reading it.  
Carole

--- On **Tue, 2/28/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Drina and her emails  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Tuesday, February 28, 2012, 10:03 AM

Hi,

I understand Drina sent you another bombshell email. PLEASE LET IT GO! I'm not defending her in any way, shape or form, but I'm asking you to look at the whole thing with Drina for what it's worth - NOTHING. The Drina bashing started AFTER Anita's first manipulative action in her quest for power and control. It then became her vehicle to screw the rest of us, but first she had to plant the poison in the minds of her puppets. ANITA USED ALL OF US INCLUDING MOTHER.

I will continue to focus ONLY on the trustee(s)' many breaches of trust, failures to disclose, and probable self-enrichment along the way. If you can focus on that too, and temporarily set aside your feelings towards the rest of us (good or bad), we can move more quickly to resolution for all of us. The longer it is dragged out in court, the more it will cost the collective US.

My goal is to get the trust settled the way it was intended to be settled by OUR PARENTS. This whole business with the house sale has cost each of us several thousand dollars already. WHY? Anita complained about Drina leading Carl around by the nose. Now the real estate slut is leading HER around by the nose.

I can almost guarantee that Anita and Amy do not have a settlement

**P14854**

plan. The "books" are totally fucked up, if they even exist, and I suspect Candace is having a hard time putting together an accounting because Anita is even HIDING shit from her in an attempt to save her ass. This too is costing US money. You know as well as I do that if you or I were in charge we would have every penny accounted for and would only need to press a button for the asset schedule. Now we'll have to work twice as hard to reconstruct everything and follow the money into Anita's pocket.

I'm betting we'll never make it to court. WILL YOU HELP ME STRAIGHTEN THE ACCOUNTING OUT WHEN IT COMES TIME?

I hope so.

C

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re:  
**Date:** Sunday, March 04, 2012 7:08:59 PM

---

Will try and call you tomorrow. I have had laryngitis all week due to the flu and I cannot talk very long without my throat really bothering me. I was out sick for a couple of days last week and now I have the nightly coughing that drives me crazy.

--- On **Sun, 3/4/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject:  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Sunday, March 4, 2012, 6:46 PM

I have also sent out some subpoenas for bank records and email records and filed the lis pendens on both the house and the farm. The hardest part was getting ready to file. So far it has cost me about \$1,250.00, for 5 copies, fedex, filing fees, and process server fees. The hard work starts now, but to me it's the most fun part. The discovery phase, when I get to ask them questions three different ways: request for admissions - questions they admit or deny, interrogatories - specific questions, depositions - in person questioning with a court reporter. The whole thing has become somewhat of a "hobby". All I am after is for Anita and Amy to follow the law. I have not decided when, or if I am turning this over to the DA's white collar crimes division. I don't really want to play that card and am hoping both of them will settle with me before it gets much farther along.

**P14856**



**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Recent Paperwork  
**Date:** Saturday, March 10, 2012 8:23:04 PM

---

Wow that hurts

--- On **Sat, 3/10/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Recent Paperwork  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Saturday, March 10, 2012, 9:57 PM

----- Forwarded Message -----

**From:** Bernard Mathews <[texlawyer@gmail.com](mailto:texlawyer@gmail.com)>  
**To:** [occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)  
**Sent:** Tue, March 6, 2012 11:48:29 AM  
**Subject:** Emergency Motion to Remove Lis Pendens

Please see attached

--  
Bernard Lilse Mathews, III  
Attorney at Law  
Green & Mathews, LLP  
14550 Torrey Chase Blvd., Suite 245  
Houston, Texas 77014

(281) 580-8100  
(281) 580-8104 (fax)

e-mail: [texlawyer@gmail.com](mailto:texlawyer@gmail.com)

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**P14857**

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re:  
**Date:** Tuesday, March 13, 2012 8:38:09 PM

---

I am not going to get tricked by either side so I am going to talk to a lawyer. I was never part of the trust and had no control over anything. Being the medical person does not get you much. Just so you know this is not Carl suing it is Drina. Good or bad I used to be able to discuss things with Carl and we did not always agree but I did talk to him.

--- On **Tue, 3/13/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

**From:** Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
**Subject:** Re:  
**To:** "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
**Date:** Tuesday, March 13, 2012, 10:24 PM

Hi,

Why are you thinking about hiring an attorney? I hope it's **not** because you have to give a deposition. The whole bunch of those losers are going down. They have all milked the estate one way or another, and have been covering it up, and continue to cover it up. Carl's attorney has a great strategy. She's going to ask questions first and sue later. I'm filing an appeal. I might actually win. I'm glad you are consulting someone, if only for your peace of mind.

---

**From:** Carole Brunsting <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
**To:** Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
**Sent:** Tue, March 13, 2012 7:15:15 PM  
**Subject:** Re:

Since Mother died I have gotten what everyone else has gotten I assume. I think we all got \$50K and that is all that I know of unless you got something else. When Mother died I told Anita that my job was done and her job was beginning and that I wished her the best. Amy scares me to the point that I do not want to be in a room with her anymore. She is the one who threatened to call the police on me when I was at Mother's house. And Mother demanded her to leave and go home but she would not. Amy laid claim to whatever she wanted at Mother's like Daddy's big electric saw. I wanted it but she gave it away to someone. I have Mother's car and plan to keep it as it is not in the estate. It is at my house and I have the title. If I have to buy it I will. What makes this so hard to is that Drina who needs my help can't even pretend she likes me long enough for this to be over. She has to be so ugly and hateful and that might have worked on Carl but it does not work on me. I have an appt with a \$350 an hour lawyer on Friday.

--- On **Tue, 3/13/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

**P14858**

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Re:  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Tuesday, March 13, 2012, 10:24 AM

Dear Carole,

I cannot imagine what it was like to be in your shoes at the ends of our parents lives. I am eternally grateful for everything you did. If not for you, I would have been totally cut off from our entire family and they both may have been stuck away in nursing homes, AGAINST THEIR WISHES. Rik did the same thing you did - gave up his LIFE to take care of his mother the last two years of her life. He still, to this day, gets very emotional about it, for the same reasons you do. He has brothers. None of them were around to help him. Just before she passed away the brothers came to say goodbye. It hurt him so badly to see them exchange love for each other, because he never got that from her. He never got thanked by any of them, including his mother. In fact, she criticized almost everything he did. He becomes despondent over this, more often now that he is seeing what has happened to us. I hoped it helped you in some small way to write this email to me. I AM LISTENING WITH ALL MY HEART AND ALL MY MIND, but you are lying to yourself and to me when you say that I did not stand up for you.

Yes, I am suing Amy and Anita, and now Carl is suing Amy and Anita. He has a legitimate reason to do so, as do I. It has nothing whatsoever to do with Drina, or Carl getting sick. Anita seized control in a premeditated, underhanded, sneaky, manipulative, and most likely fraudulent manner over a period of FOUR years. She now has to ANSWER AND ACCOUNT for everything that occurred during that period of time. All I do know for sure is that whatever she did, or did not do, now has her backed into a corner that she cannot get out of. She sucked Amy into that same corner, or Amy went willingly. We will know the answer to that conundrum too.

I went over your "list" and it appears that you don't have

P14859

anything to provide other than what has been given to you by Amy or Anita since mother passed away.

Amy and Anita have both lied to me. I don't lie, I don't like liars, and I don't like having to SUE liars to force them to tell the truth. Furthermore, the CONCEALMENT of the truth, when they are obligated, by law, to give notice and to account, is FRAUD. That's a crime, regardless of the circumstances.

No, it's not about the money, or the farm, or the house, it's about their blatant disregard for the law and their legal obligations to the rest of us **under the law** that are at issue here. You may have noticed that Carl is also attacking Candace, Vacek, and Vacek and Freed. I'm glad. They truly are snake oil salesmen and if it is discovered that they have been paid \$10's of \$1,000's to help Anita take over, they will pay in more ways than one.

Love you,

C

---

**From:** Carole Brunsting <cbrunsting@sbcglobal.net>

**To:** Candace Curtis <occurtis@sbcglobal.net>

**Sent:** Mon, March 12, 2012 8:55:25 PM

**Subject:** Re:

Thank you for sending this information. I am upset by all of this because none of the people suing lifted much of a finger to help me with Mother and Daddy. I did not get compensated for my work. I bathed Mother and Daddy and changed their depends on many occasions and cleaned up the mess afterwards. I fed them, and sat with them and held their hand and called their friends when the end was near to they could say goodbye. I was there when the oncologist told Mother all cancer treatment needed to cease and she understood what that meant. The DAY of hurricane Ike I drove across Houston to get to Daddy to take him to the hospital because there were no emergency vehicles and the neighbors and I lifted him into the car and got him to the ER. And I had a huge tree from my neighbors yard that fell on MY house but I had to leave it to take care of Daddy. I sat with Daddy in the ER and heard him call for Mother each time she was out of his sight. I was there when Daddy came back from surgery and he was blue and on oxygen and I sat with him until he woke up and I knew he was going to be okay. I was the only one who celebrated his 88th birthday in the nursing home and found the caregivers to take care of him so he could go home. I was at the ER with Mother until 1 in the morning and when we got home Daddy was

P14860

waiting up because he was so worried about her that he would not go to bed. Every time Daddy was in the hospital he would call for Mother so we had to have a caregiver stay with him. When Carl got sick I was there every night to see him and many nights I stayed with him until he fell asleep because he was so scared. I had just started a new job and many afternoons almost fell asleep at my desk because I was so tired. I was the one who found better doctors for Mother and Daddy to keep them alive longer and went to almost every appointment with them. And after Daddy died, who was there to help Mother process ALL the complicated paperwork and file death certificates. I never saw Carl lift a finger to help Mother so I did what I could which was not much and Vasik had to help her with the rest because no one ever offered to help.

I was the one who kept driving such an old car with 220,000 miles and the paint coming off so I could save money because it was paid for. I saved and saved my money at Compaq and even now so I could retire one day. Now that Mother and Daddy are gone I thought I would have a chance to reflect on their lives and pick up my life where I left off 6 years ago but now I am drug into lawsuits against my own family or what is left of it.

If you can't tell that I am grateful for whatever I get then you don't know me very well. All I wanted was for the farm to stay in tack but I will probably loose that too. I was going to drive up to Hull in May all by myself to put flowers on the graves like Mother and Daddy did every Memorial Day but I guess I can put that on hold forever too. Yes I get mad at everyone in the family too but not enough to actually take them to court. It seems everyone in the family needed money and would go to Mother and Daddy for it. Am I mad about that enough to drag the rest you into court and sue you for diluting MY inheritance? No. I sucked it up and figured you must need it and moved on AND TOOK CARE OF MYSELF like I always do. And thanks to any of you for every standing up for me.

--- On Mon, 3/12/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject:  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Date: Monday, March 12, 2012, 8:42 PM

Let me know if you can't unzip this. I can send them as separate files. PLEASE CALL ME CAROLE. YOU DO NOT NEED TO STRESS OUT OVER ANY OF THIS. IT'S AMY AND ANITA WHO HAVE SOMETHING TO WORRY ABOUT. I know what you might be thinking about, so call me and we can talk it through.

**From:** [Amy Brunsting](#)  
**To:** [Candy Curtis](#); [Carl Brunsting](#); [Anita Brunsting](#); [Carole Brunsting](#)  
**Subject:** Mom's car  
**Date:** Monday, March 19, 2012 7:10:13 AM

---

Carole would like to purchase mom's car. The blue book value of the car is \$5500. The money from the sale of the car would be evenly distributed five ways so each of us would get \$1100. Does anyone have a problem with Carole buying mom's car? Please let me know by Friday, March 23.

Amy

**P14862**

**From:** [Carole Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Mom's car  
**Date:** Monday, March 19, 2012 9:28:35 PM

---

Wow. You didn't copy Candace.

--- On **Mon, 3/19/12, Candace Curtis <occurtis@sbcglobal.net>** wrote:

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Re: Mom's car  
To: "Amy Brunsting" <at.home3@yahoo.com>, "Carl Brunsting" <cbarch@sbcglobal.net>, "Anita Brunsting" <akbrunsting@suddenlink.net>, "Carole Brunsting" <Cbrunsting@sbcglobal.net>  
Date: Monday, March 19, 2012, 11:21 PM

Amy,

I'm not sure any of this is being done lawfully. I do appreciate the communication. As a material matter I don't give a shit about the car. The lack of transparency and the numerous questionable acts and their colorable motives has me deeply concerned. As you well know, compelling circumstances have led to the necessity for legal action. I believe the prudent course at this juncture would be to do nothing until everything is sorted out. I have yet to be fully informed and it may not be safe to continue muddying the water with further activity. Since the rumor mill has me painted as a crazy drug addict, you might seek legal advice before you take any further action.

Your **SISTER**,

Candy

P.S. I vote to **GIVE** Carole the car. It's the least we can do after all the years she took care of our parents. It shouldn't end up a thankless job.

---

**From:** Amy Brunsting <at.home3@yahoo.com>  
**To:** Candy Curtis <occurtis@sbcglobal.net>; Carl Brunsting <cbarch@sbcglobal.net>; Anita Brunsting <akbrunsting@suddenlink.net>; Carole Brunsting <Cbrunsting@sbcglobal.net>  
**Sent:** Mon, March 19, 2012 7:10:12 AM  
**Subject:** Mom's car

Carole would like to purchase mom's car. The blue book value of the car is \$5500. The money from the sale of the car would be evenly distributed five ways so each of us would get \$1100. Does anyone have a problem with Carole buying mom's car? Please let me know by Friday, March 23.

**P14863**

| Amy



**From:** [Amy Brunsting](#)  
**To:** [Anita Brunsting](#); [Candy Curtis](#); [Carole Brunsting](#); [Carl Brunsting](#); [Candace Freed](#)  
**Subject:** Re: Mom's car  
**Date:** Tuesday, March 20, 2012 6:28:20 AM

---

Since Candy objects to selling Mom's car to Carole, we will have to go back to our original plan of selling it on the open market. I will pick up the car on Saturday and start advertising next week.

Carole, did you ever get the car running? Please call or email me so I know when I can pick up the title and keys on Saturday.

Thanks,  
Amy

**P14865**

**From:** [Anita Brunsting](#)  
**To:** ["Candace Curtis"](#)  
**Subject:** RE:  
**Date:** Tuesday, March 20, 2012 11:14:43 AM

---

sorry, it was 10:30pm your time, I thought you'd be awake.

---

**From:** Candace Curtis [mailto:[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)]  
**Sent:** Tuesday, March 20, 2012 12:58 AM  
**To:** Anita  
**Subject:**

Anita,

Being awakened from a dead sleep leaves me speechless. This is what I meant to say.

C

**P14866**

**From:** [Carl Brunsting](#)  
**To:** [Candy Curtis](#); [Anita Brunsting](#); [Carole Brunsting](#); [Amy Brunsting](#)  
**Subject:** Re: Mom's car  
**Date:** Tuesday, March 20, 2012 12:36:09 PM

---

Please direct any inquiries regarding the BFT to my attorney Bobbie Bayless.  
[bayless@baylessstokes.com](mailto:bayless@baylessstokes.com)  
CHB

--- On **Mon, 3/19/12, Amy Brunsting <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>** wrote:

From: Amy Brunsting <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>  
Subject: Mom's car  
To: "Candy Curtis" <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>, "Carl Brunsting" <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>, "Anita Brunsting" <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>, "Carole Brunsting" <[Cbrunsting@sbcglobal.net](mailto:Cbrunsting@sbcglobal.net)>  
Date: Monday, March 19, 2012, 9:10 AM

Carole would like to purchase mom's car. The blue book value of the car is \$5500. The money from the sale of the car would be evenly distributed five ways so each of us would get \$1100. Does anyone have a problem with Carole buying mom's car? Please let me know by Friday, March 23.

Amy

P14867

**From:** [Amy Brunsting](#)  
**To:** [Candace Curtis](#); [Anita Brunsting](#); [Carole Brunsting](#); [Carl Brunsting](#); [Candace Freed](#)  
**Subject:** Re: Mom's car  
**Date:** Tuesday, March 20, 2012 5:11:38 PM

---

Candy,

When we met in November and were going through mom's things at the house and deciding who got what, I asked you, Anita, and Carole if you had any interest in keeping the car. Everyone told me "sell it". The next time I went to Houston to clean mom's house, I had to buy tires for the car because two were bald and Carole, Anita and I didn't think we should sell the car like that. Candace Freed asked me to find the blue book value of the car so we could include it in the accounting. The blue book value is \$5500.

The weekend before we closed on the house, I made arrangements with a friend of mine to drive to Houston with me and pick up the car and the title. To save me a trip, Carole went over to mom's house and moved the car to her house. Now she has decided she would like to have the car. I was trying to find out if anyone objected to the method Carole was going to pay for the car (by having it taken out of her trust assets). I think it would be better for her to pay \$5500 cash for the car, just as if a non-family member was purchasing the car. I think we should allow Carole to buy the car, but if you are going to create trouble about how the transaction is processed, we won't do it. I'm trying to keep things as simple and direct as possible.

Amy

---

**From:** Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
**To:** Amy Brunsting <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>; Anita Brunsting <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>; Carole Brunsting <[Cbrunsting@sbcglobal.net](mailto:Cbrunsting@sbcglobal.net)>; Carl Brunsting <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>; Candace Freed <[candace@vacek.com](mailto:candace@vacek.com)>  
**Sent:** Tuesday, March 20, 2012 10:14 AM  
**Subject:** Re: Mom's car

Amy,

There you go putting words into my mouth AGAIN. I don't know about the rest of you, but I never heard the "original plan". I DO object to the tone of your voice in this email. You sound like a big bully. Where do you get off ordering Carole around?

I DO object to your failure to keep all of us informed. What is the purpose of keeping everyone in the dark? Trying to hide something? I said I don't give a shit about the car. In fact, I even went so far as to say give it to Carole. If you view that as an objection, I suggest you get your head out of your ass.

What I DO object to is the lack of transparency. The very fact that you and Anita have taken it upon yourselves to conceal everything, to notify of nothing, and to assert that you and Anita are not "allowed" to discuss the trust with the beneficiaries is preposterous. You and Anita keep asking me to make blind decisions about my beneficial interests. How dare you even pretend to

**P14868**

be acting lawfully when you flat out refuse to prove it?

YOUR CONDUCT IS WHAT I OBJECT TO. You received a Section 75 demand letter and I'm still waiting for a full and complete accounting. Time is running out. I've been marking my calendar, I hope you've been marking yours.

Candy

---

**From:** Amy Brunsting <at.home3@yahoo.com>  
**To:** Anita Brunsting <akbrunsting@suddenlink.net>; Candy Curtis <occurtis@sbcglobal.net>; Carole Brunsting <Cbrunsting@sbcglobal.net>; Carl Brunsting <cbarch@sbcglobal.net>; Candace Freed <candace@vacek.com>  
**Sent:** Tue, March 20, 2012 6:28:18 AM  
**Subject:** Re: Mom's car

Since Candy objects to selling Mom's car to Carole, we will have to go back to our original plan of selling it on the open market. I will pick up the car on Saturday and start advertising next week.

Carole, did you ever get the car running? Please call or email me so I know when I can pick up the title and keys on Saturday.

Thanks,  
Amy

**P14869**

**From:** Anita Brunsting  
**To:** "Candace Curtis"; "Carole Brunsting"; "Carl Brunsting"; "Amy"; "Bayless & Stokes"  
**Cc:** "Candace Freed"; "Bernard Mathews"; "Rich Rikkers"  
**Subject:** RE: close out of life insurance trust acct  
**Date:** Monday, March 26, 2012 8:53:33 PM

---

Candy,

The Bank of America Trust Account earned 2 cents interest/month in Dec, Jan and Feb (deposit dates 12/14/11, 1/13/12, and 2/13/12) that accounts for the 6 cent difference in the math. Due to all the legal action surrounding the BFLT, I was considering sending the checks by certified mail in order to document receipt. That will probably cost more than \$9.71. I will refer your questions regarding the taxes and the K-1's to Rich Rikkers, CPA.

I checked w/ Candace Freed before I deposited the money in to the Survivor's Trust Account - she said it would be ok as long a I kept track of the deposit - since the original Bank of America Account was a savings acct, I couldn't write checks on it.

Anita

---

**From:** Candace Curtis [mailto:occurtis@sbcglobal.net]  
**Sent:** Monday, March 26, 2012 11:18 AM  
**To:** Anita Brunsting; Carole Brunsting; Carl Brunsting; Amy; Bayless & Stokes  
**Cc:** Candace Freed; Bernard Mathews  
**Subject:** Re: close out of life insurance trust acct

Hi Anita,

Seems like you jumped the gun filing the **final** tax return for the life insurance trust as of 12/31/11. We didn't get the proceeds until 2012. Will we be getting another K-1 for 2012? If so, how would that tax work be paid for if the accounts have been closed?

I know this is petty but  $\$496.59 - \$305 - \$43.80 - \$5 = \$142.79$   
 $\$142.79 + \$166.86 = \$309.65 / 5 = \$61.93$

You should always double check your math. If you get the same answer twice you'll know it's correct.

My concerns about lack of proper accounting increase ten-fold with your math errors (petty or not) and when you say things like "So there is a total of \$309.71 remaining as an asset in this trust. Divided by 5, that comes to about \$60/person. I will use the remaining \$9.71 for mailing

**P14870**

expenses."

The life insurance trust should have been the most simple trust to settle. Why would you deposit life insurance trust money into the survivor's trust checking account? What tax consequences might your actions cause? There is not a remaining asset in the life insurance trust if you have closed out the life insurance trust accounts. If you send 4 envelopes with checks @ .45 each (plus .05 for the envelope) where will the remaining \$7.71 go? In your pocket?

Your sister,

Candy

---

**From:** Anita Brunsting <akbrunsting@suddenlink.net>  
**To:** Carole Brunsting <cbrunsting@sbcglobal.net>; Candy <occurtis@sbcglobal.net>; Carl Brunsting <cbarch@sbcglobal.net>; Amy <at.home3@yahoo.com>; Bayless & Stokes <bayless@baylessstokes.com>  
**Cc:** Candace Freed <candace@vacek.com>; Bernard Mathews <texlawyer@gmail.com>  
**Sent:** Sun, March 25, 2012 7:37:15 PM  
**Subject:** close out of life insurance trust acct

I will be sending you a check shortly for \$60 which reflects the remainder of the money in the life insurance checking account (Lincoln Financial Group: acct#9592184122) and in the savings account w/ Bank of America that was originally set up by mom and dad from which to pay the insurance premium (acct #: 008519206643).

Bank of America Transactions:

On 11/14/11 there was \$496.59 in the Bank of America acct. I paid Rich Ridders w/ Kroese & Kroese, CPA \$305 to prepare and file the final tax return for this trust and prepare your K-1's. I reimbursed myself \$43.80 which was for mailing expenses to send you your life insurance check of \$50,088. The account was also charged a \$5 maintenance fee leaving a balance of \$142.85. I transferred that amount to the Survivor's Trust Checking Account, because this account was a savings account, and I don't have checks for it - creating money orders were \$10/each and would eat up the a good part of the remainder. I closed this account on Friday 3/23/12.

Lincoln Financial Group acct:

The life insurance acct w/ Lincoln Financial received another interest payment of \$154.40 on 1/31/12, and they automatically sent me a check for 166.86 dated 3/1/12 and closed the account (this was a policy of the life insurance company, when the balance in the checking acct got below \$1000, they send a check for the balance and close the account) - I deposited this into the Survivors Trust Checking Acct as well.

So there is a total of \$309.71 remaining as an asset in this trust. Divided by 5, that comes

**P14871**

to about \$60/person. I will use the remaining \$9.71 for mailing expenses.

Anita



**From:** [Anita Brunsting](#)  
**To:** "[Candace Curtis](#)"; "[Carole Brunsting](#)"; "[Carl Brunsting](#)"; "[Amy](#)"; "[Bayless & Stokes](#)"  
**Cc:** "[Candace Freed](#)"; "[Bernard Mathews](#)"; "[Rich Ridders](#)"  
**Subject:** RE: close out of life insurance trust acct  
**Date:** Tuesday, March 27, 2012 10:51:07 AM

---

Candy,

Regarding your questions about the filing of the tax return. There was a small amount of interest accrued (\$166.86) in the Lincoln Financial Account just in the time it took to distribute and cash the distribution checks to everyone. A final 2012 tax return will be filed and each beneficiary would include the income from the 2012 K-1 on their 2012 tax returns. So yes, you will be getting a K-1 for 2012 and the return will be filed at no additional cost to the trust.

Anita

---

**From:** Candace Curtis [mailto:[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)]  
**Sent:** Monday, March 26, 2012 11:18 AM  
**To:** Anita Brunsting; Carole Brunsting; Carl Brunsting; Amy; Bayless & Stokes  
**Cc:** Candace Freed; Bernard Mathews  
**Subject:** Re: close out of life insurance trust acct

Hi Anita,

Seems like you jumped the gun filing the **final** tax return for the life insurance trust as of 12/31/11. We didn't get the proceeds until 2012. Will we be getting another K-1 for 2012? If so, how would that tax work be paid for if the accounts have been closed?

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The life insurance trust should have been the most simple trust to settle. Why would you deposit life insurance trust money into the

**P14873**

survivor's trust checking account? What tax consequences might your actions cause? There is not a remaining asset in the life insurance trust if you have closed out the life insurance trust accounts. If you send 4 envelopes with checks @ .45 each (plus .05 for the envelope) where will the remaining \$7.71 go? In your pocket?

Your sister,

Candy

---

**From:** Anita Brunsting <akbrunsting@suddenlink.net>  
**To:** Carole Brunsting <cbrunsting@sbcglobal.net>; Candy <occurtis@sbcglobal.net>; Carl Brunsting <cbarch@sbcglobal.net>; Amy <at.home3@yahoo.com>; Bayless & Stokes <bayless@baylessstokes.com>  
**Cc:** Candace Freed <candace@vacek.com>; Bernard Mathews <texlawyer@gmail.com>  
**Sent:** Sun, March 25, 2012 7:37:15 PM  
**Subject:** close out of life insurance trust acct

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Lincoln Financial Group acct:

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So there is a total of \$309.71 remaining as an asset in this trust. Divided by 5, that comes to about \$60/person. I will use the remaining \$9.71 for mailing expenses.

Anita

**P14874**

**From:** [Anita Brunsting](#)  
**To:** ["Carole Brunsting"](#); ["Candace Curtis"](#); ["Amy Brunsting"](#); ["Carl Brunsting"](#)  
**Cc:** ["Candace Freed"](#); ["Bernard Mathews"](#)  
**Subject:** Emailing: Brunsting Farm Appraisal  
**Date:** Sunday, April 01, 2012 8:50:15 PM  
**Attachments:** [Brunsting.pdf](#)

---

Attached for your review is the farm appraisal document.

Anita

**P14875**

**2012**

**Elmer H. Brunsting Trust**

**Property Located:**

**Welcome Township  
Sioux County, Iowa**

**Inspection Date: February 7, 2012**

**Vander Werff & Associates, Inc.  
215 Main Street, P.O. Box 529  
Sanborn, Iowa**

**P14876**

**APPRAISAL  
FARM REAL ESTATE  
"As Is" "MARKET VALUE"**

**SUMMARY APPRAISAL REPORT  
APPRAISAL PREPARED IN COMPLIANCE WITH THE UNIFORM STANDARDS OF  
PROFESSIONAL APPRAISAL PRACTICE 2012/2013 EDITION AND FIRREA**

**APPRAISAL PREPARED FOR**

**MR. RICH RIKKERS  
KROESE & KROESE, P.C.  
540 NORTH MAIN  
SIOUX CENTER, IA 51250**

**REAL ESTATE APPRAISED OWNED BY  
ELMER H. BRUNSTING TRUST**

**PROPERTY LOCATED:  
WELCOME TOWNSHIP  
SIOUX COUNTY, IOWA**

**PREPARED BY  
KALLY MOUW  
CERTIFIED RESIDENTIAL REAL PROPERTY APPRAISER  
LICENSE #CR02618  
LICENSED IN IOWA**

**AND**

**RICHARD VANDER WERFF, MSA, CAI  
CERTIFIED GENERAL REAL PROPERTY APPRAISER  
IA LICENSE #CG01197  
LICENSED IN IOWA, NEBRASKA, SOUTH DAKOTA, AND MINNESOTA  
AUCTIONEER,**

**REAL ESTATE BROKER  
VANDER WERFF AND ASSOCIATES, INC.  
215 MAIN  
SANBORN, IOWA 51248**

**INSPECTION DATE  
FEBRUARY 7, 2012**

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FARM REAL ESTATE**

**OWNED BY  
ELMER H. BRUNSTING TRUST**

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Deed

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# PHOTOGRAPH VIEWS



*Cropland*



*Road & Ditch*



*Road & Ditch*





Appraisals – Auctions – Real Estate

215 Main Street, P.O. Box 215  
Sanborn, Iowa 51248  
Phone: 712-729-3264  
Fax: 712- 729-5676

February 13, 2012

Mr. Rich Rikkers  
Kröese & Kroese, P.C.  
540 North Main  
Sioux Center, IA 51250

RE: Appraisal of farm real estate owned by Elmer H. Brunsting Trust

Dear Mr. Rikkers:

At your request an appraisal has been completed on the agricultural real estate owned by the above named and located in Sioux County, Iowa. The property has been inspected and appraised for purposes of determining its "As Is" "Market Value" in "as is" condition. This is a summary report format. This appraisal has been prepared in compliance with the 2012/2013 Uniform Standards of Professional Appraisal Practice (USPAP) and in compliance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This appraisal report is being prepared in conjunction with the Gramm-Leach Bliley Privacy Act. This Act became effective July 1, 2001.

Working Legal Description:

The NW Fr. ¼ excluding tract in Section 2, Township 96 North, Range 45 West of the 5<sup>th</sup> P.M., Sioux County, Iowa, Tract contains 143 gross acres more or less.

After an investigation of the available information pertinent to the value of the subject property, my opinion of the "As Is" "Market Value" in "as is" condition as of the date of inspection February 7, 2012, is:

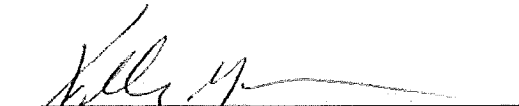
**\$2,190,000 or \$15,300 per acre**  
**(Two Million One Hundred Ninety Thousand Dollars)**

These valuations are NOT a guarantee of their "sales prices". The valuations developed herein are "Market Values" as defined within this report. The "real estate/business" market is NOT a "perfect" market. The actual sales price for the subject property may be higher or lower than the reported valuation.

The property interest appraised is "fee simple" valuation. The value is considered to be in "as is" condition. Additionally, the value is considered to be in "as clean" condition. The valuation does not take into account any environmental hazards or potential clean up costs from these. Clean up costs must be deducted from the "as clean" valuation in order to determine current valuation on this property, if applicable. No warranties or assumptions concerning any mechanical condition of the property are provided herein. Your attention is invited to the data and discussion contained within this report from which, in part, this conclusion was derived.

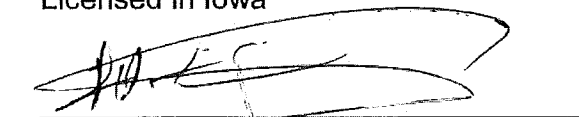
Thank you for the opportunity to prepare this appraisal for you.

Respectfully submitted,



---

Kally Mow  
Certified Residential Real Property Appraiser  
License #CR02618  
Licensed in Iowa



---

Rich Vander Werff, MSA, CAI  
Certified General Real Property Appraiser  
IA License #CG01197  
Licensed in Iowa, Minnesota, South Dakota, and Nebraska

KMRVW:km

## VANDER WERFF AND ASSOCIATES, INC. PRIVACY POLICY

The implementation of the Gramm-Leach-Bliley Act, effective July, 2001 requires all financial service companies (including appraisers) to notify their clients of their (the company's) policies to protect your non-public information.

If you have questions you can contact us at 712-729-3264

---

Vander Werff and Associates, Inc. understands our clients' concerns about the privacy of their information collected. Our company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using terms "us", "we" and/or "our". This notice describes our privacy policy and describes how we treat non-public personal information about our clients that we receive from them.

### Why We Collect and How We Use Information

We collect and use information for business purposes with respect to our Real Estate Appraisal Services and other business relations involving our customers. We gather this information to evaluate our clients' requests for property appraisals and to process your appraisal according to the Uniform Standards of Professional Appraisal Practice as well as particular requirements an appraisal underwriter may require.

### How We Collect Information

Most information collected by us is provided by you, your lender, your attorney or CPA. We receive copies of purchase agreements, copies of income and expense information, copies of building costs and other pertinent information. We also obtain information from Courthouse records, multiple listing services and other appraisers (comparable sales data).

### How We Protect Information

We require our appraisers and staff to protect the confidentiality of the information we receive from you. We also maintain physical, electronic and procedural safeguards designed to protect information. When you, your lender, or your attorney orders an appraisal on your behalf, we hold this request in the strictest of confidences. We will not divulge to unrelated parties whether we are or whether we are not completing an appraisal for you. Once the appraisal document has been completed, we will not, unless requested by you, your lender/your attorney (see intended user section of appraisal report) divulge the results of this report to anyone, other than the intended user.

### To Whom Information May Be Disclosed

1. The intended users of the appraisal report
2. Peer review groups as may be required to continue our professional designations
3. Law enforcement, regulatory, governmental agencies, courts or parties therein pursuant to a subpoena or court order
4. Information necessary to compile "comparable sales data" to be utilized in future appraisal assignments.
5. A review appraiser, performing a review of your appraisal

### Notification of Your Right to Opt Out of Certain Disclosure

As we have indicated in this Privacy Policy Notice we collect certain nonpublic information about you, which we may disclose to certain non-affiliated third parties for purposes other than those expressly permitted by the Gramm-Leach-Bliley Act and the federal and state implementation of that Act. If you prefer we do not disclose this non-public information to non-affiliated third parties, you may opt out of those disclosures, other than those disclosures expressly permitted by the Gramm-Leach-Bliley Act. If you wish to opt out of such disclosures, you may call us at 712-729-3264 or write us at Box 529, Sanborn, Iowa 51248.

## ASSUMPTIONS AND LIMITING CONDITIONS


1. No responsibility is assumed for the legal description provided or for matters pertaining to legal title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. Where applicable, building sizes determined utilizing assessor's worksheets.
3. Comparable sales were considered wholly on the basis of the information as it was furnished to me.
4. The appraiser made no survey of the property and assumes there are no encroachments involved.
5. The appraiser is not required to give testimony or to appear in court by reason of this appraisal.
6. Information furnished by others is believed to be accurate and reliable, but no responsibility is assumed for its accuracy.
7. Responsible ownership and competent property management are assumed.
8. It is assumed that all required licenses, certificates of occupancy, consents and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. The appraiser makes no guarantees or warranties as to whether or not the property conforms to all city/county building codes and/or fire codes. If the property does not conform to the current city/county building codes and/or fire codes, the value of the property could change.
10. To the best of the undersigned's knowledge, the presence of Radon has not been detected on this property or, if Radon has been detected, it has been determined that the levels of Radon are considered safe according to the standards established by the Environmental Protection Agency.
11. The undersigned does not, however, make any guarantees or warranties that the property has been tested for the presence of Radon, or, if tested, that the tests were conducted pursuant to the EPA approved procedures.
12. No examination of ground water contamination from any sources including, but not limited to, water, run off, or buried dump sites has been made by this appraiser, and no responsibility is assumed for any future liability which might arise out of any such contamination.
13. Neither all nor any part of the contents of this report, or copy thereof, shall be used for any purpose by anyone but the client without the previous written consent of the appraiser and/or of the client, nor shall it be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser, or a firm with which he is connected, or any reference to any professional society or institute or any inflated designation conferred upon the appraiser.
14. In addition to all other disclaimers and conditions contained in this appraisal, this appraisal specifically excludes any representation or considerations regarding the possible environmental impact of activities which have taken place on the subject real estate, and any possible liabilities or responsibilities imposed upon the owner or operator of said real estate by federal and state environmental laws.
15. In the normal course of my data collection, I researched the EPA website, the Department of Natural Resources website, as well as the National Properties website and Landfills website. Information I've gathered from these websites, regarding the subject property and environs is included within this appraisal to assist the intended user of this report. This appraiser is NOT an expert in the field of environmental matters, furthermore this appraiser cautions the intended user the only way to determine the possible effect of any environmental issue regarding the subject property is through a comprehensive environmental audit. This appraisal is being prepared with an extra-ordinary assumption; the site and building improvements are "clean" and there are no environmental issues which would adversely impact the market value of this property.
16. The inspection of this property was made for basis of comparative analysis.
17. My inspection encompassed a NON-INTRUSIVE visual inspection of readily accessible areas ONLY.
18. No warranty is provided as to the continued functional operation of mechanical systems, structural integrity is NOT warranted by my inspection but is limited to my visual inspection as described above. This appraiser recommends the user of this appraisal to employ the services of a professional contractor for any in depth analysis of heating/cooling systems, electrical systems, structural components and related items

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report or a copy thereof, does not carry with it the right of publication.
3. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
4. The forecasts, projections or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions. No responsibility is assumed for any resulting changes in market value or marketing conditions resulting from a change in future economic conditions.
5. The parties in this appraisal (i.e.: property owner, buyer, seller) are given disclosure privileges of distribution rights. These distribution privileges are not equal nor should they be construed as being the same privilege as an "Intended User". This appraiser is not obligated nor will they discuss this appraisal report with any of the above described entities unless they have been specifically identified by the appraiser as an intended user with similar privileges as the client in terms of direct communication rights.
6. Furthermore the "parties" as identified above may be given disclosure and distribution rights of this appraisal report in accordance with the Dodd-Frank Act and the Equal Credit Opportunity Act (ECOA) legislation as amended in 1991. This disclosure privilege does not constitute an intended user relationship with this appraiser. The implied relationship expands the duty to borrowers or other parties to this appraisal, other than identified "Intended Users", which would add to appraisers substantive obligations to lenders or other "Intended Users" in terms of communicating conditions not able to be identified by an appraiser such as structural integrity, continued operation of mechanical systems or ratings or abbreviations which may be required in a report under the MISMO or XML format. **THE APPRAISER CAN NOT AND WILL NOT ASSUME LIABILITY FOR BORROWERS, OR OTHER PARTIES AS IDENTIFIED ABOVE IN TERMS OF THEIR UNDERSTANDING** of the tasks, rules, regulations or standards of care in developing and reporting the appraisal. The appraiser is obligated to perform the appraisal in a non-negligent fashion, however the appraiser **DOES NOT OR NOR WILL THEY NOW OR IN THE FORSEEABLE FUTURE** owe the borrower, or parties as identified above the same standard of care in detailed communication of the process that is due to the client and intended users of this appraisal report. No information found within this appraisal report will be discussed by the appraiser with any of these parties as it would be a violation of the appraiser-client confidentiality requirements.


February 7, 2012  
Date of Inspection

Did  Did Not   
Inspect Property

  
 Kally Mouw  
 Certified Residential Real Property Appraiser  
 Licensed in Iowa  
 License #CR02618

February 7, 2012  
Effective Date

Did  Did Not   
Inspect Property

  
 Richard Vander Werff  
 Certified General Real Property Appraiser  
 Licensed in Iowa, Nebraska, South Dakota & Minnesota  
 License #CG01197

CERTIFICATION

I certify that to the best of my knowledge and belief:

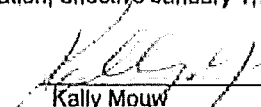
- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no  or the specified present or prospective interest in property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have  or have not made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property.)
- no one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- I have  or have not previously appraised this property in the preceding three years (In complying with 2012/2013 USPAP). If this property was previously appraised by myself within the past three year period, additional discussion will occur in the Summary of Salient Facts and Scope of Work

I certify that I have sufficient knowledge and experience to complete the appraisal assignment represented by this appraisal. Additionally, neither I nor Vander Werff & Associates, Inc., have been sued by any regulatory agencies or financial institutions for fraud or negligence involving appraisal reports.

This appraisal conforms to the 2012/2013 Uniform Standards of Professional Appraisal Practices ("USPAP") adopted by the appraisal Standards Board of The Appraisal Foundation, effective January 1, 2010.


February 7, 2012  
Date of Inspection

Did  Did Not  
Inspect Property

  
Kelly Mouw  
Certified Residential Real Property Appraiser  
Licensed in Iowa  
License #GR02618

February 7, 2012  
Effective Date

Did  Did Not  
Inspect Property

  
Richard Vander Werff  
Certified General Real Property Appraiser  
Licensed in Iowa, Nebraska,  
South Dakota & Minnesota  
License #CG01197

Vander Werff and Associates, Inc., P.O. Box 529, Sanborn, IA 51248 (712)729-3264

P14886

## FARM/ACREAGE/ CONFINEMENT APPRAISAL REPORT

Appraisal Type: Summary Appraisal Report

|   |              |
|---|--------------|
| Appraisal Prepared for Mr. Rich Ridders, Kroese & Kroese, P.C.,<br>540 North Main, Sioux Center, IA 51250 |              |
| Applicants Name: Elmer H. Brunsting Trust   | State Iowa   |
| Identification of Property Corner of 330 <sup>th</sup> Street and Hickory Avenue                          | County Sioux |

|  |          |  |                               |
|--|----------|--|-------------------------------|
| Client: Kroese & Kroese, P.C., Sioux Center, IA            |          |  |                               |
| Intended User: Kroese & Kroese, P.C.                       |          |  |                               |
| <b>A. LOCATION:</b> 1 mile south of Hull, IA               |          | <b>F: ZONING DATA:</b> Zoned Agricultural            |                               |
|  |          | Subject is a conforming use                          |                               |
| <b>B. STREET:</b>  |          |  |                               |
| Curbed   | Guttered |  | <b>G. FUNCTIONAL UTILITY:</b> |
| Cement x   | Asphalt: |  |                               |
| Gravel   | Other:   |  |                               |
| <b>C. UTILITIES:</b>                                       |          | <b>H. CONDITION:</b>                                 |                               |
| Sewer:   |          | Septic Tank  | Interior:                     |
| Electricity:   |          | REC  | Exterior:                     |
| Water:   |          | Rural Water  | Overall:                      |
| Gas:   |          | Well   | Quality: Building Class:      |
| Garbage:   |          | Propane  | <b>I. OWNERSHIP HISTORY</b>   |
| <b>D. COMMUNITY FACTORS:</b>                               |          | See <u>Ownership History</u> within appraisal report |                               |
| PROPERTY COMPARED WITH AVERAGE IN COMMUNITY                |          |  |                               |
| Location:  | Avg. x   | Better   | Poorer                        |
| Desirability:  | Avg. x   | Better   | Poorer                        |
| Salability:  | Avg. x   | Better   | Poorer                        |
| Rentability:   | Avg. x   | Better   | Poorer                        |
| <b>E. PROPERTY:</b>  |          | <b>J. REAL ESTATE TAX DATA:</b>                      |                               |
| Name: Elmer H. Brunsting Trust                             |          | Total Assessed Value: \$181,150                      |                               |
| Usage: Row Crop Ag   |          | Assessed Rate: 100% Mill Levy: 23.87594              |                               |
| Size: 143 acres  |          | Real Estate taxes; \$2,732                           |                               |
| NW Fri. ¼ 2-96-45 Welcome Township                         |          | <b>K. SITE:</b> See property summary                 |                               |
| <b>Property Summary:</b>                                   |          | <b>L. FEMA FLOOD ZONE:</b>                           |                               |
| 141 tillable acres, 98.6%, 2 acres road, ditch and         |          | Map #1909060002A                                     |                               |
| waste, level, CSR is 71.3. Access via 330th Street and     |          | Effective Date; 5-1-2011                             |                               |
| Hickory Avenue   |          | Zone C   |                               |
|  |          | <b>RECOMMENDED MARKET VALUE:</b>                     |                               |
|  |          | \$2,190,000 or \$15,300 per acre                     |                               |
|  |          |  |                               |
|  |          |  |                               |
| Parcel #'s: 10-02-101-003, 126-001, 176-001 and<br>151-001 |          | Inspection Date: February 7, 2012                    |                               |

Vander Werff and Associates, Inc. 2011

P14887

### SUMMARY OF SALIENT FACTS AND SCOPE OF WORK

Authorization for this appraisal was received by Vander Werff and Associates, Inc., of Sanborn, Iowa, from Mr. Rich Rikkers, Kroese & Kroese, P.C., 540 North Main, Sioux Center, IA 51250. In written communication to this appraisal firm, Mr. Rikkers requested an appraisal on farm real estate owned by Elmer H. Brunsting Trust. The purpose for the appraisal is to determine the "As Is" "Market Value" as of the date of inspection, February 7, 2012.

The client for the appraisal is Kroese & Kroese, P.C., Rock Valley, IA. The intended user is Kroese & Kroese, P.C.. A summary appraisal report was requested.

Prior to making my inspection of this property, Vander Werff and Associates, Inc. completed courthouse work. This courthouse work included research at the County Assessor's office, Recorders office, Treasurer's office, Auditor's office, and Zoning officer. Information compiled included building sizes, overall size of the farm, history of past purchase information, copies of deeds and/or contracts, real estate taxes, mill levies, and other pertinent information concerning the subject property.

In accordance with the 2012/2013 USPAP edition the requirement of work history over a three year period must be disclosed prior to acceptance of the assignment (or if discovered after acceptance during the research in the assignment). Vander Werff and Associates, Inc. have not previously appraised this property.

My inspection of the subject property occurred on February 7, 2012. My opinion of the subject property's "As Is" "Market Value" is being established as of this date.

When making my inspection of this property I took general notes concerning it and photographs. I observed the property's site and its environs, and received all necessary information for the preparation of this appraisal report. Adequate time was allowed for a complete inspection.

The subject property being appraised comprises 143 acres more or less of farm real estate and has direct road access via 330<sup>th</sup> Street and Hickory Avenue. This tract contains 141 acres considered tillable and 2 acres considered road and waste. The tillable land is level. Soil types on the tillable land include Galva, Primghar, Marcus and Afton series. These have silt clay loam sub soils with topographies ranging from zero to five percent, and land CSRs ranging from 65 to 77. The cropland has an average weighted CSR of 71.3. The farm is clean and in a good state of productivity.

Subsequent to inspecting the subject property this appraiser determined appropriate appraisal methodology and techniques to utilize in developing the subject property's valuation.

I analyzed the needs and expectations of the client and intended user, and any supplemental standards set forth.

I analyzed the land and improvement characteristics. I analyzed the land physical, legal, and economic characteristics, and the availability and reliability of market information including comparable sale data, income and expense data, and cost data.

I analyzed the improvements physical, legal, and economic characteristics. I analyzed the availability and reliability of market generated information including comparable sale data,



income and expense data, capitalization data, and cost data including RCN and depreciation analysis.

After my inspection of the subject property and based on its physical and legal characteristics, and the market it is located in, I have concluded that utilization of the Direct Sales Comparison, Income, and Cost Approaches will produce a credible value estimate and accommodate the needs of the client and intended user.

**In determining the subject property's market valuation, this appraiser utilized the Direct Sales Comparison, Income, and Cost Approaches.** In determining the subject property's market valuation by the **Cost Approach**, I utilized Marshall Swift. Marshall Swift is a nationally recognized cost estimating service and provides replacement cost information for all types of commercial, agricultural, and residential properties. This service was utilized in determining the replacement cost new. Depreciation for the Cost Approach was derived from market analysis, direct sales, as well as direct observation by this appraiser, particularly in the areas of functional utility and physical depreciation.

In determining the valuation for the subject property by the **Income Approach**, if this is a "going concern" appraisal, actual income was utilized from the subject property, supported by the marketplace with actual expenses being considered and adjusted for market norms. In the event this is not a "going concern" appraisal, this appraiser considered actual rental of the subject property, if applicable, with market rental being determined from several sources. Vander Werff and Associates, Inc. have developed broad base data that includes rental information for properties similar to that of the subject property. This rental information typically includes gross rental, expense ratios, gross income multipliers, and capitalization rates. This information was utilized in determining the subject property's valuation by the Income Approach.

In determining the subject property's valuation by the **Direct Sales Comparison Approach**, this appraiser utilized Vander Werff and Associates, Inc. database of farmland sales from Sioux County, Iowa dated 2011. The sales that most resembled the subject were utilized within this report.

My opinion of the "As Is" "Market Value" as of the date of inspection, February 7, 2012, is \$2,190,000 or \$15,300 per acre.

This appraisal has been completed in compliance with the Uniform Standards of Professional Appraisal Practice. This is a summary appraisal report format. The appraisal has been prepared in compliance with Reporting Standards Rule 2-2b and the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

#### **INTENDED APPRAISAL USE AND USER**

The client for this appraisal assignment is Mr. Rich Ridders, Kroese & Kroese, P.C., 540 North Main, Sioux Center, IA 51250. The intended user of this appraisal report is Kroese & Kroese, P.C.. The purpose for this appraisal is to determine the subject property's "As Is" "Market Value" as of the date of inspection, February 7, 2012. The appraisal will be utilized for loan collateral purposes. The appraisal will provide a supported opinion of the market valuation for the subject property conjunction with the appraisal policies and procedures of the 2012/2013 Edition of USPAP; and the Financial Reform, Recovery, and Enforcement Act of 1989

(FIRREA). This is a summary appraisal report format. Use and users other than the above stated are specifically prohibited.

#### SUMMARY REPORT

By definition this summary report is a condensed report when compared to a self contained appraisal report. It may be the information contained within this appraisal report will not be properly understood by the reader without additional information furnished from within this appraiser's work files.

#### ASSESSOR'S PARCEL NUMBERS AND TAX DATA

The assessor's parcel numbers are 10-02-101-003, 126-001, 176-001 and 151-001. The current assessed valuation is \$181,150. The real estate taxes are \$2,732 per year net. The mill levy is 23.87594.

*Vander Werff and Associates, Inc. has completed no research regarding any liens, mortgages or other encumbrances which may or may not be on the subject property. The subject property is being appraised as "fee simple" with no consideration given to any potential liens, mortgages or other encumbrances which may be on the subject property.*

#### ENVIRONMENTAL SUPPLEMENT

The subject property appears generally clean with no hazards noted.

During the appraisal process, the DNR and EPA websites were analyzed to verify no hazardous activities are registered on site. The subject's parcels are not located on any registered landfill.

The subject property appears overall clean with no hazards noted. If any environmental hazards were to occur on the subject property this certainly could have a detrimental effect on the subject property's overall valuation.

#### INTEREST BEING APPRAISED

The property interest being appraised is "fee simple."

#### ZONING ORDINANCE DATA

Per information supplied by Sioux County, Iowa the subject property is zoned Agricultural.

#### FEMA FLOOD MAP INFORMATION

In investigating the flood zone for the subject property I consulted FEMA Flood Zone Management. The subject property is located on map # 1909060002A with an effective date of May 1, 2011 and is located in Zone C.

#### TITLEHOLDER AND HISTORY OF OWNERSHIP

The subject property was transferred via trustee's warranty deed and quit claim deed. Please see copy of documents referred to, included in the addendum section of this appraisal report.

**PREPARATION DISCLOSURE**

Kally Mouw completed courthouse research for the subject property, researched comparable sales, and inspected the subject property. Mr. Vander Werff, utilizing Vander Werff & Associates, Inc.'s broad base data, also completed the various approaches to value and preliminary appraisal report. Mr. Vander Werff did not inspect the property but has reviewed all aspects of Mr. Mouw's work, including subject property information, comparable sales data, and income and cost data. Mr. Vander Werff concurs with all data compiled and completed by Mr. Mouw and, by signing as the Certified General Real Property Appraiser on this report, accepts full responsibility for its contents.

**COMPETENCY PROVISION – KALLY MOUW**

This appraiser is competent in the appraisal of farms, livestock intensive complexes, and rural acreages. The complexes include hog units, cattle units, dairy units, and poultry units. Kally Mouw has been a Certified Residential Real Property Appraiser since 2004. This appraiser has completed over 850 residential appraisals since 2002. Additionally Mr. Mouw completed over 750 farm or farm-related appraisals since 2002. These farm-related appraisals include hog units including, nursery, and finisher units. Kally Mouw is certified in the State of Iowa. He is also an Associate Member of the Appraisal Institute. Please see resume contained in the addendum section of this appraisal report.

**COMPETENCY PROVISION - RICH VANDER WERFF**

Rich Vander Werff and the appraisal firm Vander Werff and Associates, Inc. have completed well over 100 commercial appraisals annually since 1991. Included in these are business, "going concern", and real estate appraisals. Rich Vander Werff has been a Certified General Real Property Appraiser since 1991. Vander Werff and Associates, Inc. and in particular Rich Vander Werff's range of commercial appraisal experience is wide. This experience includes manufacturing facilities, warehouse facilities, retail buildings, offices, restaurants, convenience stores, hospitals, nursing homes, livestock sale barns, grain elevators, feed mills, ethanol plants, concrete plants, motels, hotels, car washes, funeral homes, golf courses, mobile home parks, laundromats, apartment complexes, trucking terminals, as well as other commercial appraisal assignments. In conjunction with this Vander Werff and Associates, Inc. maintains databases for commercial properties. These databases include expense ratios, gross income multipliers, rental information, replacement cost new information, comparable sales data information, as well as other specific information for specific type properties. Vander Werff and Associates, Inc. Business Database includes capitalization rates of various businesses sold, annual net revenue, ANR multipliers, annual owners cash flow, OCF multipliers, monthly net revenue, MNR multipliers, expense ratios, earnings ratios, gross income multipliers, as well as other data necessary for the compilation of business appraisals. Rich Vander Werff is certified and licensed in Iowa, Minnesota, South Dakota, and Nebraska. Geographically Vander Werff and Associates, Inc. primarily serves Iowa, Minnesota, South Dakota, and Nebraska, however appraisals have been completed in Wyoming, Kansas, Missouri, North Dakota, Wisconsin, and other Midwestern states. Please see resume of Rich Vander Werff included in the addendum section of this appraisal report. This resume has further information regarding this appraiser's qualifications.

### "MARKET VALUE" DEFINITION

The purpose of this appraisal is to arrive at "Market Value" as below defined. "Market Value" as defined by the 2012/2013 Edition of USPAP page U3 is as follows.

**"Market Value":** a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

Comment: forming an opinion of "Market Value" is the purpose of many real property appraisal assignments, particularly when the client's intended use includes more than one intended user. The conditions included in market value definitions establish market perspectives for development of the opinion. These conditions may vary from definition to definition but generally fall into three categories:

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale).

After interviewing the client for this appraisal assignment I have concluded the current economic definition of "Market Value", agreed upon by agencies that regulate federal financial institutions in the United States of America as per 2012/2013 edition of The Uniform Standards of Professional Appraisal Practice is the "Market Value" to be established in this appraisal. The definition of this "Market Value" is:

**"Market Value"** is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of good title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable period of time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and;
5. the price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted to anyone associated with the sale, or other special or creative terms, services, fees, costs, or credits involved in transaction.

### DISCUSSION OF APPRAISAL APPROACHES

In this appraisal, the following information will be provided. There will be a discussion of approaches to value, including the Direct Sales Comparison Approach, Cost Approach, and Income Approach. The General Nature of the Area Being Appraised, Highest and Best Use, Zoning and Taxes, and History of Ownership will then be discussed. This will be followed by a description of the Current Marketing Conditions and a General Description of the farm or acreage being appraised.

The appraisal report then follows. This is the USDA RECD revised Form 422-1. This form is nationally recognized in the appraisal of agricultural real estate and utilizes all three approaches to the appraisal process as well as a general discussion of the subject property itself. Attachments to this appraisal will include a discussion of the Direct Sales Comparison Approach, a final correlation of value and comments, as well as pertinent photographs, aerial photos, soil maps, county maps, and other pertinent information. (Complete Self-Contained or Summary Reports Only)

The three approaches to the appraisal process are the Cost, Income, and Direct Sales Comparison Approaches.

### **The Direct Sales Comparison Approach**

The Direct Sales Comparison Approach to value is based on the principle of substitution. That is, the value of the property tends to be set by the price that would be paid to acquire a substitute property with similar utility and similar desirability within a reasonable amount of time. The principle of substitution implies the reliability of the Direct Sales Comparison Approach is diminished if substitute properties are not available in the market. The Direct Sales Comparison Approach is applicable to all types of property interest when there are sufficient, recent and reliable transactions to indicate value patterns or trends in the market. For property-types that are bought or sold regularly, this approach often provides a very reliable indication of "Market Value" and is the most direct and systematic approach to value estimation.

Vander Werff and Associates, Inc. typically utilizes three to five comparable sales in determining the subject property's "Market Value" by the Direct Sales Comparison Approach. The sales utilized are selected because they have exhibited the greatest degree of comparability to that of the subject property. The sales are selected from Vander Werff and Associates, Inc. extensive comparable sales database, updated regularly compared with and researched with other appraisers, commercial property brokers and others. Adjustments of individual items of comparison are made between the subject and sale property. A plus adjustment indicates the subject property is more valuable than the sale property in that particular area. A negative adjustment indicates the subject property is less valuable than the sale property on the particular item being considered. No adjustment indicates the subject and sale properties have a similar value when considering that particular item. Adjustments can be made on a dollar basis, per square foot basis, percentage basis, per productivity point basis, per acre basis and may include square footage, year built, quality/condition, location, functional utility, fixtures, unattached equipment, support buildings, site contributory value, as well as other factors which could affect or influence the subject and/or sale property. When deriving a "going concern" valuation, a typical unit of comparison is gross income.

The comparable sales utilized herein have been verified by Vander Werff and Associates, Inc. Typically, worksheets are included in the addendum section of the appraisal report.

### **The Income Approach**

The Income Approach often called the Income Capitalization Approach is defined by the dictionary of real estate appraisal as a set of procedures in which an appraiser derives the value indication for income producing property by converting anticipated benefits in the property value. This conversion is accomplished either by number one, capitalizing a single years income expectancies at a market derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment or

number two, discounting the annual cash flow for the holding period and the revision as specific yield rate. Generally speaking the Income Approach determines the gross fair rental income for the subject property or actual gross income. In determining the gross fair rental income this appraisal firm determines income for cropland based on cash rental type leases. These leases are based on estimated potential income for crop acres as well as pasture. This determination is based on actual cash rentals obtained within this county by this appraisal firm.

Annually Vander Werff and Associates, Inc. conducts its own survey of agricultural rentals from Iowa, Minnesota, South Dakota, and Nebraska. This is also supported by Iowa State University Surveys as well as actual rentals received from lenders, farm real estate managers, and other involved in the agricultural market. Income from the comparable sales utilized in the Direct Sales Comparison Approach section is also relied upon in determining market rental for the subject property. Expenses are then determined based on actual as well as anticipated and/or industry standards. Vacancy allowances are determined and a net income is arrived at. A capitalization rate must then be applied to the net income. The capitalization rate is determined utilizing the Band of Investment Theory, the Built Up Method, and the Direct Capitalization Method, wherein the risk factors are determined as well as overall anticipated rates of return as determined by the marketplace and/or potential buyers. This appraiser typically utilizes the Direct Capitalization Method when market data is available. The Direct Capitalization Method utilizes actual rental in determining the capitalization rate. The Built Up Method and Band of Investment Theory are typically utilized as support, or utilized as primary determining factors in capitalization rates when direct market data is not available. When the capitalization rate is arrived at, the net income is divided by the capitalization rate to arrive at the valuation for the subject property utilizing the Income Approach.

### **The Cost Approach**

In the Cost Approach the replacement cost new of the improvements are determined utilizing Marshall & Swift replacement cost valuation guides. Marshall & Swift is a national cost estimator providing estimates of replacement costs for various residential, commercial, and agricultural buildings. The cost estimating service localizes replacement cost new for any section of the country including Iowa, Minnesota, South Dakota, and Nebraska. Typically the replacement cost new is supported by local data gathered by this appraisal firm, information provided within the appraisal report. The replacement cost of the subject property is typically determined utilizing the square foot method. Once the replacement cost new for the building improvements is determined depreciation must then be applied. Depreciation includes physical, functional, and external factors. If the appraisal report also includes agricultural land the contributory value of the land is determined on the following basis. The crop acre soils are broken down into their individual types of soils, and based on each soil's corn bushel yield rating, a valuation is found. The value per corn bushel yield rating point is determined directly from the comparable sales utilized within this appraisal report. If this is a building site sale only, the site valuation, based on direct sales, is determined and added to the building valuation, with the combined value indicating the total estimate of valuation within the Cost Approach.

### **CORN SUITABILITY RATING**

Corn Suitability Ratings provide a relative ranking of all soils mapped in the state of Iowa based on their potential to be utilized for intensive crop production. The CSR is an index that can be used to rate one soil's potential yield production against another over a period of time. The CSR index accounts for climatological conditions as well as intensity and frequency of row crop management systems for each soil unit. Ratings range from 100 to soils that have no physical

limitations, occur on minimal slopes, and can be continuously row cropped, to as low as 5 for soils with severe limitations for row crops. The highest CSR index in northwest Iowa is 80. The CSR assumes (1) adequate management, (2) natural weather conditions (that is, no irrigation), (3) artificial drainage, where required, (4) soils lower on the landscape are not affected by frequent floods and (5) no land leveling or terracing. The CSR for a given field can be modified by sandy spots, rock outcroppings, field boundaries, etc.\*

\*According to the information in a report released by the Soil Conservation Service of the U.S. Department of Agriculture prepared by Gerald A. Miller, Extension Agronomist.

### HIGHEST AND BEST USE

Highest and best use of a property is defined as that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, it is "that use, from among reasonable, probable, and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value." To estimate the highest and best use of a site, the appraiser utilized four tests. The projected use must meet all four of these tests: 1.) Legally permitted. 2.) Physically possible. 3.) Economically feasible. 4.) Most profitable. Each potential use of a property is considered by the appraiser in terms of these four tests. If a proposed use fails to meet any of the tests, it is discarded and another use is reviewed. The highest and best use meets all four tests.

The determination of highest and best use results from the appraiser's judgment and analytical skill - that is that the use determined from analysis represents an opinion, not a fact. In appraisal practice, highest and best use is the premise upon which value is based. In the context of most probable selling price (market value), another term for highest and best use would be "most probable use." In the context of investment value, an alternative term would be "most profitable use".

"The definition immediately above applies specifically to the highest and best use of the land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use."

In determining the highest and best use for the subject property I considered the four standard principles.

1. Legally Permissible
2. Physically Possible
3. Economically Feasible
4. Most Profitable

When analyzing the subject property as vacant, permitted uses include rural building site or land available for agricultural production. These uses are physically possible and economically feasible as evidenced by surrounding land use patterns. Further analysis of surrounding land use patterns indicate the majority of the land in the area is unimproved and not utilized for building improvements. As such, the highest and best use when analyzed as vacant is considered land available for agricultural production.

### GENERAL DESCRIPTION OF SIOUX COUNTY, IOWA

Sioux County is located in Northwest Iowa. According to the U.S. Census Bureau, the county has a total area of 769 square miles of which 768 square miles was land area and 1 square mile water. Western Sioux County drains to the southwest to the Rock River or the Big Sioux River. Eastern Sioux County drains to the southeast to the Floyd River.

The county population in July 2009 was 32,244 with 46 percent considered urban and 54 percent rural. The estimated population in 2004 was 32,180. This was an increase of 1.87 percent from the 2000 census and an 8.8 percent growth since 1990.

Adjacent counties include Lyon County to the north, O'Brien County to the east, Plymouth County to the south and Union County, South Dakota to the southwest.

Major highways in the county include U.S. Highway 18, U.S. Highway 75, Iowa Highway 10, Iowa Highway 12 and Iowa Highway 60.

Towns and their populations (according to the 2000 census) in Sioux County include Alton – 1,095; Boyden – 672; Chatsworth – 89; Granville – 325; Hawarden – 2,478; Hospers – 672; Hull – 1,960; Ireton – 585; Mallock – 83; Maurice – 254; Orange City (county seat) – 5,582; Rock Valley – 2,702 and Sioux Center – 6,002.

The median household income, according to the 2000 census, was \$40,536. In 2002, the per capita personal income in Sioux County was \$25,690. This was an increase of 13.7 percent from 1997. The 2002 figure was 83 percent of the national per capita income, which was \$30,906. The estimated median household income in 2009 was \$49,342. The December 2009 cost of living index in Sioux County was 79.1, lower than the U.S. average of 100. In 2009, 6.4 percent of the residents had income below the poverty level and 2.8 percent were 50 percent below the poverty level. In April of 2010, the unemployment rate in Sioux County was 4.4 percent.

Sioux County's largest private sector is manufacturing which represents 30.44 percent of the county's total covered employment of 18,388. Food manufacturing is the largest industry in this sector. The county's total employment increased by 2.57 percent since 2005 and the average annual wage increased by 4.52 percent to \$28,072 for all industries. Sioux County's average weekly wage for all industries was \$540 in 2006. This was an increase of 4.65 percent since 2005.

The largest employers in Sioux County include Pella Corporation (manufacturing), Advance Brands (manufacturing), Hope Haven (health services), American Identity (manufacturing), Sioux Center Community Hospital and Health Center (health services), Orange City Health Systems (health services), Rosenboom Machine & Tool (manufacturing), Den Hartog Industries (manufacturing), Dethmers Manufacturing Company (manufacturing), Valley Machining, Jesco, Interstate Electric and Engineering, Link, Coilcraft, Harvard Industries, Trans-Ova Genetics, Boehringer Ingelheim/NOBL, Groschopp, Inc., Excel Corporation, Foreign Candy Company, Iowa Lamb, Sioux Preme Pack, Vogel Paint and Glass and Northwestern College and Dordt College. The area also features thriving retail businesses and professional services, excellent schools and numerous recreational opportunities.

According to the Sioux Center Laborshed studies, the total potential labor force in the entire Laborshed Area is 94,608. Those who are willing to change employment in the Sioux Center



Laborshed area are willing to commute an average of 23 miles one way for employment opportunities. The healthcare and social services industry utilizes the largest concentration of workers at 14.9 percent of the laborshed, while education utilizes 13.8 percent. Manufacturing is 13.5 percent, wholesale and retail trade – 9.4 percent and finance, insurance and real estate is 8.3 percent.

Other information gleaned from the study shows the median wage in the manufacturing industry to be \$72,500 annually. The lowest median wage seems to be in the professional services area. The estimated wage range to attract the upper 66-75 percent qualified hourly wage applicants is \$10.56 to \$12.00 per hour with a median of the lower wages of \$8.50 per hour.

Agriculture is important to the economic fabric of Sioux County and Iowa. Sioux County's 1673 farms cover 505,175 acres of land, more than 95 percent of the surface land in the county. The average farm was 302 acres.

Crop and livestock production are the most visible parts of the agricultural economy, but many related businesses contribute to the county's agricultural economy by producing, processing and marketing farm and food products. These businesses generate income, employment and economic activity throughout the regional economy.

According to the 1997 Census of Agriculture, Sioux County ranked No. 5 in production of hogs and pigs.

Cropland generates the second largest portion of farm sales in Sioux County. This sum includes the value of inputs used in the production process. Crop production contributed \$120.4 million or 4.7 percent of total output in the Sioux County economy.

| <b>CROPS AND CROPLAND</b> |                     |                 |                   |                 |
|---------------------------|---------------------|-----------------|-------------------|-----------------|
|                           | <b>Sioux County</b> |                 | <b>Iowa</b>       |                 |
|                           | <b>Corn</b>         | <b>Soybeans</b> | <b>Corn</b>       | <b>Soybeans</b> |
| Acres harvested           | 218,846             | 193,229         | 11,761,392        | 10,418,621      |
| Million Bu. Harvested     | 34.2                | 9.7             | 1,850.0           | 487.0           |
| Market Value of all Crops | \$108.6 million     |                 | \$6,071.3 million |                 |

Livestock production is the largest part of Sioux County's agriculture. The value of livestock marketed by Sioux County farmers totaled \$508.3 million in 2002. In that year, the average inventory at any given point in time was 221,653 head of cattle and calves, 869,086 head of hogs, 23,270 head of sheep, and almost 5,000,000 head of poultry including layers and broilers. Livestock sales are no longer broken out by category (hogs or cattle) for all counties, but the 296,691 head of cattle sold and 2,536,358 hogs sold give some idea of the size of these two sections. The \$508.3 million includes the value of production inputs. Livestock production also stimulates related spending in the local economy bringing livestock's contribution to \$205.7 million or 8.1 percent of total output in Sioux County.

| <b>LIVESTOCK</b>       |                     |             |
|------------------------|---------------------|-------------|
|                        | <b>Sioux County</b> | <b>Iowa</b> |
| <b>Hogs &amp; Pigs</b> |                     |             |
| Inventory              | 869,086             | 15,486,531  |
| Sold                   | 2,536,358           | 41,232,492  |
| <b>Cattle</b>          |                     |             |
| Inventory              | 221,653             | 3,535,945   |
| Sold                   | 296,691             | 2,929,704   |

Sioux County agriculture provides 4,764 jobs representing 21.2 percent of Sioux County's total workforce of 22,476. These jobs include farm owners, farm laborers, crop and livestock

consultants, veterinarians, feed and fuel suppliers, farm dealers, agricultural construction workers and agricultural lenders. Sioux County also has a sizable meat processing facility which contributes significantly to jobs and income within the county.

The total value of Sioux County's agricultural production (locally produced agricultural goods) was \$350.5 million. When food processing and other agri-related manufacturing is added to agricultural production, the output values of goods produced in Sioux County's agri-food industries was \$941.9 million. If we add the production value of all non agri-food products used as inputs in Sioux County's agri-food industries, we find that \$1,097.0 million in Sioux County industrial output is exported (sold outside the county) in the form of an agri-food product. This is 43.2 percent of the county's total industrial output.

| <b>ECONOMIC IMPACTS</b>                |                     |             |
|--|---------------------|-------------|
|  | <b>Sioux County</b> | <b>Iowa</b> |
| Total Economic Output *                | \$2,541.4           | \$185,810.2 |
| Ag Production Output *                 | \$350.5             | \$9,380.1   |
| Area Agri-food Exports *               | \$1,097.0           | \$46,723.6  |
| Agri-food Exports as % of Total Output | 43.2%               | 25.1%       |
| Agri-food Payroll Effects *            | \$131.9             | 6,561.0     |
| Jobs                                   | 22,476              | 1,882,178   |
| Ag-related Jobs                        | 4,764               | 188,384     |
| * Figures in \$ millions               |                     |             |

Sioux County ranked first in the top ten producing counties in Iowa for fed cattle production. It ranked second in milk cow production, second in corn production, third in soybean production and first in layer poultry. It also ranked first in fed sheep and second in hog production.

Sioux County farmers own and manage the resources on 505,175 acres of land, more than 95 percent of all land in the county. This includes cropland, pasture and trees. Farmers use various conservation practices to protect environmental resources and provide habitat for wildlife.

- (The above information was derived from the Agricultural Data for Decision Makers and Data for Decision Makers - Sioux County, published by Iowa State University and Community Quick Reference, published by the Iowa Dept. of Economic Development; the "Sioux County Agriculture" - Iowa State University - University Extension website and the 2002 Census of Agriculture website [9](#).) - Updated April, 2008.

In 2009, there were 8,595 county owner-occupied houses and condos and 2,098 renter-occupied dwellings. The estimated median house or condo value in 2009 was \$128,342. It was \$85,400 in 2000. The mean price of a detached home in 2009 was \$149,594. In 2007, 91 new single-family homes were constructed with an average construction cost of \$197,500. In 2008, 98 homes were built at an average cost to construct of \$222,900 and in 2009, 84 home with an average cost of \$199,800.

The county has two 4-year liberal arts colleges. Dordt College is located in Sioux Center and Northwestern College is located in Orange City, Iowa. Both of the colleges have enrollments over 1,000. Northwest Iowa Community College is also in Sioux County, though it is most often associated with the community of Sheldon in O'Brien County.

Schools in the county include Boyden-Hull Public, MOC-FV, Rock Valley Public, Rock Valley Christian, Sheldon Public, Sioux Center Public, Sioux Center Christian, Spalding Catholic, Unify

Christian High School, Western Christian High School, Netherlands Reformed Christian High School and West Sioux High School.

Sioux County Conservation is located in northwest Iowa with the Missouri River as the western boundary and is home to Big Sioux Park near Hawarden. The Sioux CCB manages 21 parks, natural areas, water recreation accesses and rest areas across the county, encompassing some 1928 acres.

Most communities have recreational opportunities including swimming, bike and walking trails, golf courses, parks and camping facilities, ball fields and tennis courts.

Sioux County gets 28 inches of rain per year and 34 inches of snowfall. On average, the July high temperature is around 86 degrees and the January low is 6 degrees.

#### **GENERAL DESCRIPTION OF IMMEDIATE NEIGHBORHOOD**

The immediate neighborhood of the subject property is rural Sioux County, Iowa. The roads in this neighborhood are gravel, asphalt, and concrete, with section lines forming most roadways. There is public electricity, rural water, and well water. Most of the land here is row crop agricultural. Crops raised included corn, soybeans, and alfalfa. There are some wildlife pasture areas particularly close to several rivers and streams. There are overhead electric utility lines. There are many rural residential properties with some farmer owned or occupied acreage sites with livestock, grain, and equipment storage facilities. There are good support facilities both within Sioux County and surrounding counties for the production of grain and livestock. The building sites by and large are mostly well kept and cared for. The cropland is clean and well cared for.

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#### **CURRENT MARKET CONDITIONS - FARMLAND**

Market conditions for farmland within Sioux County, Iowa appear typical as compared to many counties within Northwest Iowa. The farmland market has been strong during 2011 with new peak sales prices established at public auctions completed during 2011. The market appears to have reached a peak level in September 2011. Available market data would support since that time the market appears to have stabilized at the higher level.

Public auction remains a viable method to utilize to market farmland. Utilization of this method requires an estimated marketing time of 45 days or less. Supported by Vander Werff and Associates, Inc. of land sales the estimated exposure time is also 45 days or less.

**PERSONAL PROPERTY**

The definition of personal property, as provided by USPAP 2012/2013 edition is "identifiable, portable and tangible objects that are considered by the general public to be "personal", i.e., furnishings, artwork, antiques, gems, jewelry, collectibles, machinery and equipment. All property that is not classified as real estate".

The appraised valuation is for real estate only and contains no personal property.

## Direct Sales Comparison Approach

Subject Size: 143 acres

Unit of Comparison: \$ per CSR Point Tillable

### Sale Data for Comparable Farmland Properties

|                              | Subject Property | Sale #1     | Sale #2     | Sale #3     | Sale #4 |
|------------------------------|------------------|-------------|-------------|-------------|---------|
| Date                         | 2/12             | 10/11       | 11/11       | 10/11       |         |
| Identity of Property         | Subject          | 11974528    | 11964401    | 11964531    |         |
| Sales Price                  | N/A              | \$2,010,000 | \$1,138,176 | \$532,777   |         |
| Total Acres                  | 143 acres        | 120 acres   | 74.88 acres | 40.67 acres |         |
| Price Per Acre               | N/A              | \$16,750    | \$15,200    | \$13,100    |         |
| Price Per Tillable Acre      | N/A              | \$17,253    | \$15,963    | \$13,220    |         |
| CSR                          | 71.3             | 70          | 73.5        | 68.5        |         |
| \$ per CSR Point             | N/A              | \$246.47    | \$217.18    | \$192.99    |         |
| Location                     |                  | =           | =           | =           |         |
| Land Undulations             |                  | =           | =           | =           |         |
| Time                         |                  | =           | =           | =           |         |
| Adjusted Price Per CSR Point | N/A              | \$246.47    | \$218.18    | \$192.99    |         |

Recommended Market Value:

\$219 per CSR point x 71.3 CSR = \$15,615 per tillable acre x 141 tillable acres = \$2,201,715

Say: \$2,200,000

Vander Werff & Associates, Inc. 2011  
www.vanderwerffandassociates.com

**P14901**

**COMPARABLE SALE #1**

Sale #: 11974528  
 Date: 10/11 County: Sioux Township: Lincoln Total Price: \$2,010,000  
 Seller: Mol Buyer: \_\_\_\_\_ Per Acre: \$16,750  
 Legal: Tract in the NW 1/4 28-97-45  
 Location: 3 miles W & 1 mile N of Hull, IA Road Name: 310<sup>th</sup> St. & Hiway 75 Road Type: Concrete  
 Terms of Sale:  Deed  Contract - Terms: \_\_\_\_\_ Book/Page #: \_\_\_\_\_  
 Total Acres 120 Tillable Acres: 116.5 Pasture \_\_\_\_\_ Other: (Including roads/buildings/ Site ditches etc.)

**SOIL TYPES:**

| Soil # | Name     | Acres | % | CSR | Soil # | Name | Acres | % | CSR |
|--------|----------|-------|---|-----|--------|------|-------|---|-----|
|        | Galva    |       |   |     |        |      |       |   |     |
|        | Pringhar |       |   |     |        |      |       |   |     |
|        | Ely      |       |   |     |        |      |       |   |     |
|        | Marcus   |       |   |     |        |      |       |   |     |

Tillable Acres: 116.5 97%  
 Average CSR Tillable Acres: 70 Value Per CSR Point Tillable: \$246.47  
 Contributory Value Tillable - P/A: \$17,253 Total: \$2,010,000

**Non-Crop**  
 # of acres: \_\_\_\_\_ Utility: \_\_\_\_\_  
 Contributory Value Non-Crop P/A \_\_\_\_\_ Total Non-crop \_\_\_\_\_

**Buildings**  
 Dwelling-Kind \_\_\_\_\_ Sq Ft.: \_\_\_\_\_ Basement: \_\_\_\_\_ Year Built \_\_\_\_\_  
 Replacement Cost New: \_\_\_\_\_ % Contributory: \_\_\_\_\_ Contributory Value: \_\_\_\_\_

|                     | Kind | Size | Year Built/Condition | RCN | % | Cont. Value |
|---------------------|------|------|----------------------|-----|---|-------------|
| Machine Shed        |      |      |                      |     |   |             |
| Grain Storage       |      |      |                      |     |   |             |
| Livestock Buildings |      |      |                      |     |   |             |
| Other Buildings     |      |      |                      |     |   |             |

Building Per Acre Contributory Value: \_\_\_\_\_ Total Building Cont. Value: \_\_\_\_\_

**CAP RATE INFORMATION**

INCOME -Tillable Acres: 116.5 Cash Rent Per Acre: \$375 Total: \$43,688  
 Non-Crop Acres \_\_\_\_\_ Cash Rent Per Acre: \_\_\_\_\_ Total: \_\_\_\_\_  
 Building Income \_\_\_\_\_ Gross Income: \$43,688

EXPENSES - RE Taxes \$2,584 Insurance Liab/bldg: \$60  
 Building Upkeep \_\_\_\_\_ Other Expenses: \_\_\_\_\_ Total Expenses: \$2,644

NET INCOME \$41,044 Cap Rate: 2.04

**Other Conditions:**

Lay of Land: \_\_\_\_\_ Level \_\_\_\_\_ # of Fields: \_\_\_\_\_  
 Creeks, Waterways, Ditches: \_\_\_\_\_  
 Highly Erodible Land (HEL) \_\_\_\_\_

Terraces  Yes  
 Yes  No Contoured  Yes  No

Inspected By Kally Mouw 2/12

Other Comments \_\_\_\_\_  
 Verified By: \_\_\_\_\_  
 Parcel \_\_\_\_\_  
Sold at Auction  
Sioux County Assessor, Agridata, Inc., Beyer Auction

**COMPARABLE SALE #2**

Sale #: 11964401  
 Date: 11/11 County: Sioux Township: Capel Total Price: \$1,138,176  
 Seller: Horn Buyer: Kooiker Per Acre: \$15,200  
 Legal: W 1/2 SW 1/4 1-96-44  
 Location: 2 miles S of Boyden, IA Road Name: 340<sup>th</sup> St. & Kennedy Ave. Road Type: Gravel  
 Terms of Sale:  Deed  Contract - Terms: \_\_\_\_\_ Book/Page #: \_\_\_\_\_  
 Total Acres 74.88 Tillable Acres: 71.3 Pasture \_\_\_\_\_ Other: (Including roads/buildings/ Site ditches etc.)

**SOIL TYPES:**

| Soil # | Name     | Acres | % | CSR | Soil # | Name | Acres | % | CSR |
|--------|----------|-------|---|-----|--------|------|-------|---|-----|
|        | Galva    |       |   |     |        |      |       |   |     |
|        | Primghar |       |   |     |        |      |       |   |     |
|        | Marcus   |       |   |     |        |      |       |   |     |
|        |          |       |   |     |        |      |       |   |     |
|        |          |       |   |     |        |      |       |   |     |
|        |          |       |   |     |        |      |       |   |     |

Tillable Acres: 71.3 95%  
 Average CSR Tillable Acres: 73.5 Value Per CSR Point Tillable: \$217.18  
 Contributory Value Tillable - P/A: \$15,963 Total: \$1,138,176

**Non-Crop**

# of acres: \_\_\_\_\_ Utility: \_\_\_\_\_  
 Contributory Value Non-Crop P/A \_\_\_\_\_ Total Non-crop \_\_\_\_\_

**Buildings**

Dwelling-Kind \_\_\_\_\_ Sq Ft.: \_\_\_\_\_ Basement: \_\_\_\_\_ Year Built \_\_\_\_\_  
 Replacement Cost New: \_\_\_\_\_ % Contributory: \_\_\_\_\_ Contributory Value: \_\_\_\_\_

|                     | Kind | Size | Year Built/Condition | RCN | % | Cont. Value |
|---------------------|------|------|----------------------|-----|---|-------------|
| Machine Shed        |      |      |                      |     |   |             |
| Grain Storage       |      |      |                      |     |   |             |
| Livestock Buildings |      |      |                      |     |   |             |
| Other Buildings     |      |      |                      |     |   |             |

Building Per Acre Contributory Value: \_\_\_\_\_ Total Building Cont. Value: \_\_\_\_\_

**CAP RATE INFORMATION**

INCOME - Tillable Acres: 71.3 Cash Rent Per Acre: \$350 Total: \$24,955  
 Non-Crop Acres \_\_\_\_\_ Cash Rent Per Acre: \_\_\_\_\_ Total: \_\_\_\_\_  
 Building Income \_\_\_\_\_ Gross Income: \$24,955

EXPENSES - RE Taxes \$1,604 Insurance Liab/bldg: \$40  
 Building Upkeep \_\_\_\_\_ Other Expenses: \_\_\_\_\_ Total Expenses: \$2,644

NET INCOME \$23,311 Cap Rate: 2.05

**Other Conditions:**

Lay of Land: Level to gently sloped # of Fields: \_\_\_\_\_  
 Creeks, Waterways, Ditches: \_\_\_\_\_  
 Highly Erodable Land (HEL)  Yes  No

Terraces  Yes

|  |     |                                     |    |           |      |                                     |    |
|--|-----|-------------------------------------|----|-----------|------|-------------------------------------|----|
|  | Yes | <input checked="" type="checkbox"/> | No |           | Yes  | <input checked="" type="checkbox"/> | No |
|  | No  | <input checked="" type="checkbox"/> |    | Contoured |      |                                     |    |
|  |     |                                     |    | Kally Mow | 2/12 |                                     |    |

Inspected By \_\_\_\_\_

Other Comments \_\_\_\_\_  
 Verified By: \_\_\_\_\_  
 Parcel \_\_\_\_\_  
 Sold at Auction  
 Sioux County Assessor, Agridata, Inc., Vander Werff and Associates, Inc. Auction

**COMPARABLE SALE #3**

Sale #: 11964531  
 Date: 10/11 County: Sioux Township: Welcome Total Price: \$532,777  
 Seller: Mol Buyer: \_\_\_\_\_ Per Acre: \$13,100  
 Legal: Parcel A in the E 1/2 E1/2 NW 1/4 31-96-45  
 Location: 1.5 miles W of Sioux Center, IA Road Name: 380<sup>th</sup> St. Road Type: Gravel  
 Terms of Sale:  Deed  Contract - Terms: \_\_\_\_\_ Book/Page #: \_\_\_\_\_  
 Total Acres 40.67 Tillable Acres: 40.3 Pasture \_\_\_\_\_ Other: (including roads/buildings/ Site ditches etc.)

**SOIL TYPES:**

| Soil # | Name     | Acres | % | CSR | Soil # | Name | Acres | % | CSR |
|--------|----------|-------|---|-----|--------|------|-------|---|-----|
|        | Galva    |       |   |     |        |      |       |   |     |
|        | Primghar |       |   |     |        |      |       |   |     |
|        | Sac      |       |   |     |        |      |       |   |     |
|        |          |       |   |     |        |      |       |   |     |
|        |          |       |   |     |        |      |       |   |     |
|        |          |       |   |     |        |      |       |   |     |

Tillable Acres: 40.3 99%  
 Average CSR Tillable Acres: 68.5 Value Per CSR Point Tillable: \$192.99  
 Contributory Value Tillable - P/A: \$13,220 Total: \$532,777

**Non-Crop**

# of acres: \_\_\_\_\_ Utility: \_\_\_\_\_  
 Contributory Value Non-Crop P/A: \_\_\_\_\_ Total Non-crop: \_\_\_\_\_

**Buildings**

Dwelling-Kind: \_\_\_\_\_ Sq Ft.: \_\_\_\_\_ Basement: \_\_\_\_\_ Year Built: \_\_\_\_\_  
 Replacement Cost New: \_\_\_\_\_ % Contributory: \_\_\_\_\_ Contributory Value: \_\_\_\_\_

|                                       | Kind | Size | Year Built/Condition | RCN                         | % | Cont. Value |
|---------------------------------------|------|------|----------------------|-----------------------------|---|-------------|
| Machine Shed                          |      |      |                      |                             |   |             |
| Grain Storage                         |      |      |                      |                             |   |             |
| Livestock Buildings                   |      |      |                      |                             |   |             |
| Other Buildings                       |      |      |                      |                             |   |             |
| Building Per Acre Contributory Value: |      |      |                      | Total Building Cont. Value: |   |             |

**CAP RATE INFORMATION**

INCOME - Tillable Acres: 40.3 Cash Rent Per Acre: \$325 Total: \$13,098  
 Non-Crop Acres: \_\_\_\_\_ Cash Rent Per Acre: \_\_\_\_\_ Total: \_\_\_\_\_  
 Building Income: \_\_\_\_\_ Gross Income: \$13,098

EXPENSES - RE Taxes: \$970 Insurance Liab/bldg: \$40  
 Building Upkeep: \_\_\_\_\_ Other Expenses: \_\_\_\_\_ Total Expenses: \$1,010

NET INCOME \$12,088 Cap Rate: 2.27

**Other Conditions:**

Lay of Land: Level to Gentle Sloped # of Fields: \_\_\_\_\_  
 Creeks, Waterways, Ditches: \_\_\_\_\_  
 Highly Erodable Land (HEL)  Yes  No Contoured  Yes  No

Terraces  Yes

Inspected By Kally Mouw 11/11

Other Comments \_\_\_\_\_  
 Verified By: \_\_\_\_\_  
 Parcel \_\_\_\_\_  
 Sold at Auction  
 Sioux County Assessor, Agridata, Inc., Beyer Auction



### DISCUSSION CONCERNING DIRECT SALES COMPARISON APPROACH

Please see grid entitled Direct Sales Comparison Approach Farmland Properties

In determining the "Market Value" of subject property by the Direct Sales Comparison Approach this appraiser utilized Vander Werff and Associates, Inc. land sales in Sioux County, Iowa dated 2011. The three sales most similar to the subject property were selected and utilized within the report. The sales were viewed and verified by this appraiser.

Adjustment factors considered by this appraiser include those basic elements of comparison as described in "THE APPRAISAL OF REAL ESTATE, 13<sup>TH</sup> EDITION" as distributed by The Appraisal Institute. The 10 basic elements of comparison that should be considered by an appraiser within the Direct Sales Comparison Approach include:

- Real property rights conveyed
- Financing terms
- Conditions of sale
- Expenditures made immediately after purchase
- Market conditions (time)
- Location
- Physical characteristics – e.g. size, construction quality, condition
- Economic characteristics – e.g. expense ratios, lease provisions, management, tenant mix
- Use (zoning)
- Non-realty components of value

Ultimately differences were noted in the area of land CSR, percent tillable, and land undulations. The Direct Sales Comparison Approach utilizes dollar value per CSR point tillable at time sale as the basis of comparison. This accounts for difference in land CSR and percent tillable with no further adjustments required for differences in these attributes. Differences in land undulations are made with a qualitative notation. If the subject property is considered superior a plus sign is utilized. If the subject property is inferior a minus sign is utilized. If the subject property is equal to the comparable sale an equal sign is utilized. Value indicators will be reconciled in the final reconciliation to value estimate.

**COMPARABLE SALE #1** was dated October 2011. This 120-acre farm located in Lincoln Township, Sioux County, Iowa sold for \$2,010,000 or \$16,750 per acre. The farm contained 116.5 tillable acres for 97 percent tillable. Soil types on the tillable land included Galva, Marcus, Ely and Primghar series. The average weighted CSR on the tillable land was 70. The tillable land was level. The contributory value per tillable acre was \$17,253 with value per CSR point tillable \$246.47. When analyzing the subject property versus this sale, no differences are noted. The recommended value of the subject property when compared to sale #1 is equal to \$246.47 per CSR point tillable.

**COMPARABLE SALE #2** was dated November 2011. This 74.88-acre farm located in Capel Township, Sioux County, Iowa sold for \$1,138,176 or \$15,200 per acre. The farm contained 71.3 tillable acres for 95 percent tillable. Soil types on the tillable land included Galva, Marcus and Primghar series. The average weighted CSR on the tillable land was 73.5. The tillable land was level to gentle sloped. The contributory value per tillable acre was \$15,963 with value per CSR point tillable \$217.18. When analyzing the subject property versus this sale, no differences are noted. The recommended value of the subject property when compared to sale #2 is equal to \$217.18 per CSR point tillable.

**COMPARABLE SALE #3** was dated October 2011. This 40.67-acre farm located in Welcome Township, Sioux County, Iowa sold for \$532,777 or \$13,100 per acre. The farm contained 40.3 tillable acres for 99 percent tillable. Soil types on the tillable land included Galva, Primghar and Sac series. The average weighted CSR on the tillable land was 68.5. The tillable land was level to gently sloped. The contributory value per tillable acre was \$13,220 with value per CSR point tillable \$192.99. When analyzing the subject property versus this sale, no differences are noted. The recommended value of the subject property when compared to sale #3 is equal to \$192.99 per CSR point tillable.

#### **Direct Sales Comparison Approach Final Reconciliation to Value**

When analyzing the subject property versus the three comparable sales, all appear supportive of the subject property's "Market Value". The range of value illustrated is from \$192.99 to \$246.47 per CSR point tillable. The midpoint is \$219.21 per CSR point tillable. Considering the subject property's lay of land and land CSR a value near the midpoint is recommended.

The recommended "Market Value" for the subject property is \$219 per CSR point tillable. This multiplied by the subject property's CSR of 71.3 equals a value of \$15,615 per tillable acre, multiplied by 141 tillable acres equals a total value of \$2,201,715.

**The recommended "Market Value" for the subject property by the Direct Sales Comparison Approach is \$2,201,715; say \$2,200,000.**

## Capitalization (Income) Approach

### Section A

| Item Rented | Unit of Measure | # of Units | Fair Rental Per Unit | Total Fair Market Rental |
|-------------|-----------------|------------|----------------------|--------------------------|
| Cropland    | Acres           | 141        | \$350                | \$49,350                 |
| Pasture     | Acres           |            |                      |                          |
| Woodland    |                 |            |                      |                          |
| Roads, etc. |                 |            | N/A                  |                          |
| Dwelling    |                 |            |                      |                          |
|             |                 |            |                      |                          |
|             |                 |            |                      |                          |
|             |                 |            |                      |                          |
|             |                 |            |                      |                          |
|             |                 |            |                      |                          |
| Total       |                 |            | Total Rental         | \$49,350                 |

|  |         |
|--|---------|
| Real Estate Taxes and Assessments  | \$2,732 |
| Insurance and Liability Cost on Improvements   | \$72    |
| Maintenance Costs on Improvements  | _____   |
| Annual Payments on Bonded Debts  | _____   |
| Other Deductions (seeds, crop insurance,<br>water charges, fertilizer, lime, spray material,<br>hauling, harvesting, ginning, and marketing<br>expenses) | _____   |

Total Deductions:           \$2,804          

Net Farm Income:           \$46,546          

Capitalization Rate: 2.15%

Capitalization Value:           \$2,164,930          

SAY: \$2,170,000

### Capitalization Rate Selection

| Comparable | Rate  | Cash Rental | Taxes   | Insurance |
|------------|-------|-------------|---------|-----------|
| 1          | 2.04% | \$375       | \$2,584 | \$60      |
| 2          | 2.05% | \$350       | \$1,604 | \$40      |
| 3          | 2.47% | \$350       | \$2,979 | \$77      |
| 4          |       |             |         |           |

### DISCUSSION CONCERNING INCOME APPROACH

The property's market valuation by the Income Approach was determined by utilizing fair cash rental as well as rental information provided this appraiser. The estimated fair cash rental for the 141 crop acres of the subject property is determined to be \$350 per acre. The crop acre valuation was determined from comparable sales #1, #2 and #3 which had fair cash rentals on their crop acres of \$375, \$350 and \$350 per acre respectively. This supported by an annual rental survey conducted by Vander Werff & Associates, Inc. The estimated fair cash rental of the 141 crop acres of the subject property is \$350 per acre; this 141 multiplied by the \$350 equals a fair cash rental for subject property's crop acres of \$49,350.

In keeping with appraisal methodology expenses must then be determined and deducted from the gross income. These expenses include actual real estate taxes of \$2,732 per year and estimated liability insurance costs of \$72. Liability insurance costs are based on \$.50 per acre with a minimum of \$40 liability insurance costs, as per information supplied by PRI Services, Ltd., a full service insurance agency, Sheldon, Iowa. The total expenses for the subject property are \$2,804. This subtracted from the gross rental income leaves an annual net farm income of \$46,546.

In keeping with appraisal methodology, a capitalization rate must then be applied to the net income to derive the income valuation. This appraiser considered the Built Up Method, the Band of Investment Theory, and the Direct Capitalization Method. The Direct Capitalization Method was selected. It is the most reliable method when market information is available, which it was, specifically comparable sales #1, #2 and #3. These sales had capitalization rates of 2.04, 2.05, and 2.47 percent respectively. A 2.15 percent capitalization rate was determined for the subject property. This is supported by broad base data for Sioux County land sales. The net income of \$46,546 divided by 2.15 percent indicates a capitalization value for the subject property by the Income Approach of \$2,164,930 say \$2,170,000.

## Cost Approach

|                   |      |            |       |                |          |
|-------------------|------|------------|-------|----------------|----------|
| Avg Weighted CSR: | 71.3 | CSR Factor | \$219 | Per Acre Value | \$15,615 |
|-------------------|------|------------|-------|----------------|----------|

|                     |            |             |
|---------------------|------------|-------------|
| Cropland            | 141        | \$2,201,715 |
| Permanent Pasture   |            |             |
| Woodland            |            |             |
| Farmstead           |            |             |
| Roads, etc.         | 2          |             |
| <b>Total Acres:</b> | <b>143</b> |             |

Recommended Market Value of Land:           \$2,201,715  
 SAY:                   \$2,200,000

**DISCUSSION CONCERNING COST APPROACH**

In determining the valuation for the land, the soil types were broken down into their individual units and a value for each soil type was arrived at, based on that soil's particular CSR. Permanent pasture, river, timber, trees, and other contributory value was then determined, based directly on the comparable sales included in the Direct Sales Comparison Approach section of this appraisal report and supported by the Broad Base Data for like properties.

In determining the market valuation for the subject property by the Cost Approach a CSR factor was selected and applied to the subject's average weighted CSR. This determined the value per tillable acre. The CSR factor selected was based directly on comparable sales #1, #2 and #3 which exhibited CSR factors of \$246.47, \$218.18 and \$192.99 respectively. \$219 is determined to be the subject's CSR factor. The subject property's average weighted CSR is 71.3. The CSR factor of \$219 multiplied by the subject's average weighted CSR of 71.3 equals a valuation per tillable acre of \$15,615. This \$15,615 multiplied by 141 tillable acres equals a tillable land contributory value of \$2,201,715. The 2 acres of road and waste have no contributory value by the Cost Approach.

**The total valuation for the subject property by the Cost Approach is \$1,201,715, say \$2,200,000.**

**FINAL RECOMMENDED "MARKET VALUE"**

My opinion of the "As Is" "Market Value" for the subject property as of the date of inspection, February 7, 2012 is \$2,190,000.

The Direct Sales Comparison Approach gives a recommended "Market Value" of \$2,200,000. The Income Approach gives a recommended "Market Value" of \$2,170,000. The Cost Approach gives a recommended "Market Value" of \$2,200,000.

In determining the "Market Value" for the subject property all three approaches were utilized and considered by this appraiser. The Direct Sales Comparison Approach has received the highest degree of weighted consideration in determining the estimated market valuation for the subject property.

Typically farms similar to the subject property are bought and sold on a competitive basis with other competing properties that may be available for sale utilizing the principle of substitution. This is the Direct Sales Comparison Approach.

The Income Approach is an excellent support. Investor purchasers of properties of this type definitely consider income potential, as well as cash rental rates. The Income Approach has utilized market-generated information in determining expenses, capitalization rates, and gross income.

The Cost Approach is also an excellent support. It is very closely related to the Direct Sales Comparison Approach in that land and building valuations are derived from direct market analysis of comparable sales.

**My opinion of the "As Is" "Market Value" for the subject property as of the date of inspection, February 7, 2012 is \$2,190,000.**

This valuation is NOT a guarantee of its "sales price". The valuation developed herein is a "Market Value" as defined within this report. The "real estate/business" market is NOT a "perfect" market. The actual sales price for the subject property may be higher or lower than the reported valuation.



Appraisals – Auctions – Real Estate

215 Main Street, P.O. Box 215  
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## QUALIFICATIONS OF APPRAISER

**KALLY MOUW**  
**CERTIFIED RESIDENTIAL REAL PROPERTY APPRAISER**  
**CERTIFICATE #CR02618**

### EDUCATION (Not Appraisal Related):

Unity Christian High School, Orange City, Iowa  
 Iowa State University, Ames, Iowa – Bachelor of Science – Animal Science

### EDUCATION (Appraisal Related):

Courses Successfully Completed Which Are Sponsored By Lincoln Graduate Center,  
 San Antonio, Texas

- Principles of Real Estate Appraisal
- National USPAP and Ethics
- Writing the Narrative Appraisal Report
- Farm and Land Appraisal
- Appraisal of Residential Property
- Financial Analysis of Income Property
- Direct Capitalization of Income Property
- Yield Capitalization of Income Property
- Commercial Investment Appraisal

Prosource, St. Paul, Minnesota  
 Introduction to Appraisal Practices II

ProEd, Sioux Falls, South Dakota  
 Residential Construction Course

Appraisal Institute  
 General Appraiser Site Valuation & Cost Approach  
 General Appraiser Sales Comparison Approach  
 General Appraiser Report Writing and Case Studies  
 General Appraiser Market Analysis and Highest & Best Use

Successfully Completed  
 Certified Residential Real Property Appraiser Examination

Associate Member of the Appraisal Institute



Attended and successfully completed 1 day and 2 day Appraisal seminars and updates for continuing education

### **PRACTICAL EXPERIENCE:**

Internship under Rich Vander Werff, MSA, CAI, Certified General Real Property Appraiser 2003-Present

Internship under Rick Altena, Certified Residential Real Property Appraiser 2002-2005

Internship under Loretta Laubach, Certified Residential Real Property Appraiser 2002-2005

Has Completed Over 875 Residential Appraisals 2002-Present

Has Completed Over 700 Farm or Farm Related Appraisals 2002-Present

Includes commercial hog units and cattle units, highly improved building sites, and agricultural land

### **REPRESENTATIVE SAMPLING OF APPRAISALS COMPLETED FOR INDIVIDUALS, CORPORATION, LENDERS AND ATTORNEYS:**

AgriVenture Credit Company, Omaha, Nebraska – agricultural

American Bank, Remsen, IA – Ag appraisals

American Mortgage Company, North Platte, Nebraska – commercial – ag appraisals

American State Bank, Granville, IA - residential, agricultural, and commercial-ag appraisals

American Bank, LeMars, IA - residential, agricultural and commercial-ag appraisals

American State Bank, Sioux Center, IA - residential, agricultural, and commercial-ag appraisals

Ashton State Bank, Ashton, IA – Residential and Ag appraisals

Bank Midwest, Jackson, MN – commercial-ag appraisals

Bank of the West, Vermillion, SD – Improved Farm Appraisals

Campbell, Higgins & Mummert P.C., Rock Rapids. IA– farm real estate appraisals and commercial-ag appraisals

Carroll County State Bank, Carroll, IA – farm real estate appraisals

Central Bank, Spirit Lake, Sioux City, Storm Lake and Primghar, IA– commercial-ag appraisals

Cherokee State Bank, Primghar, IA- farm real estate appraisals and commercial-ag appraisals

Citizens State Bank, Sheldon, IA - residential, agricultural, and commercial-ag appraisals

Community Bank, Orange City, IA – Ag and commercial-ag appraisals

Community State Bank, Rock Rapids. IA- farm real estate appraisals and commercial-ag appraisals

Kroese & Kroese, P.C. Law Firm, Rock Rapids. IA– farm real estate appraisals

DeKoter, Thole, & Dawson Law Firm, Sibley, IA – Ag appraisals

FSA (formerly FmHA) - farm and residential appraisals

Farmers Trust and Savings, Rock Rapids. IA- farm real estate and commercial-ag appraisals

First American Wealth Management Group, Ft. Dodge, IA – farm real estate appraisals

First Community Bank, Fonda, IA – commercial-ag appraisals

First National Bank of LeMars, IA - farm real estate and commercial-ag appraisals

First National Bank, Rock Rapids. IA– Ag & commercial-ag appraisals

First National Bank, Sioux Center, IA - residential, commercial-ag, and agricultural appraisals  
 First Trust and Savings, Aurelia, Cleghorn, and Marcus, IA - residential, agricultural, and commercial-ag appraisals  
 Great Western Bank – Ag appraisals  
 Heldman Law Firm, Sioux City, IA – farm real estate appraisals  
 Heritage Bank, Aurelia, IA – Ag and commercial-ag appraisals  
 Home State Bank, Royal, IA - farm real estate appraisals and commercial-ag appraisals  
 Iowa State Bank – Ag appraisals  
 Iowa Trust and Kroese & Kroese, P.C., Hull, Sheldon, Orange City, Alton, & Ireton, IA – agricultural, residential, and commercial-ag appraisals  
 Heritage Bank, NA, Aurelia, IA - farm real estate appraisals  
 Jeff Queck, Attorney, Sanborn, IA - agricultural and commercial-ag appraisals  
 John DeKoster, Attorney, Hull, IA – Ag and commercial-ag appraisals  
 Klay, Veldhuizen, Bender, & DeJong Law Firm, Orange City, IA – Ag appraisals  
 Liberty National Bank, Sioux City, IA – Ag appraisals  
 Meta Bank, Storm Lake, IA – Ag and commercial-ag appraisals  
 NorthStar Bank, Estherville, IA – Residential and Ag appraisals  
 Northwestern Bank, Orange City and Sheldon, IA - commercial, agricultural, and residential appraisals  
 People's Bank and Trust, Rock Valley and Sioux Center, IA - residential, agricultural, and commercial-ag appraisals  
 Pinnacle Bank, Sioux City, IA – Ag and commercial-ag appraisals  
 Kroese & Kroese, P.C., Rock Valley, IA - farm real estate, and commercial-ag appraisals  
 Primebank, Le Mars and Sioux Center, IA – commercial-ag appraisals  
 Rabo Bank, St. Louis, MO – farm, improved farm, large dairy farm, Ag, and commercial-ag appraisals  
 Sanborn Kroese & Kroese, P.C., Sanborn, IA - commercial-ag, agricultural, and residential appraisals  
 Kroese & Kroese, P.C., Primghar and Hartley IA - residential, agricultural, and commercial-ag appraisals  
 Schultz & Green Law Firm, Rock Rapids, IA– Ag appraisals  
 Security State Bank, Sheldon, IA - commercial-ag, agricultural, and residential appraisals  
 Tom Whorley, Attorney, Paul Wolff, Attorney, Jack DeHoogh, Attorney, Keith Thompson, Attorney Whorley, DeHoogh, & Thompson Law Firm, Sheldon, IA - agricultural, commercial-ag, and residential appraisals  
 United Bank of Iowa – ag appraisals  
 U.S. Bank National Association, Rochester, MN, and Omaha, NE - farm real estate and commercial-ag appraisals  
 United Community Bank, Hartley, Ocheyedan, Milford, and Okoboji, IA - farm real estate, commercial-ag, and residential appraisals  
 Valley Bank & Trust, Primghar, IA- farm real estate appraisals and commercial-ag appraisals

(Updated March 2011)



Appraisals – Auctions – Real Estate

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### QUALIFICATIONS OF APPRAISER

**RICHARD VANDER WERFF, MSA, CAI**

**CERTIFIED GENERAL REAL PROPERTY APPRAISER  
 CERTIFIED TO PRACTICE IN IOWA, MINNESOTA, NEBRASKA, &  
 SOUTH DAKOTA**

### EMPLOYMENT STATUS & MEMBERSHIPS

President, Vander Werff and Associates, Inc., 215 Main, Sanborn, Iowa Company established in 1972, handles appraisals, auctions, and real estate sales in Iowa, Minnesota, South Dakota, Nebraska, and other states by Reciprocity.  
 Vander Werff and Associates completed over 600 appraisals in 2009 (7 appraisers). Appraisals include commercial, agricultural, chattel, residential, and business.  
 Certified General Real Property Appraiser - received designation December 1991. (Certified to practice in Iowa, Minnesota, South Dakota, and Nebraska.)  
 Member of National Association of Master Appraisers - has received Master Senior Appraiser (MSA) designation, Iowa NAMA Past President; Iowa Chapter NAMA Newsletter Editor  
 Past President of National Association of Master Appraisers (NAMA)  
 National Chairman - Farm and Land Committee - NAMA 1998-2004  
 Chair Person Ethics Committee, National Association of Master Appraisers, 2000-2005  
 Associate Member of American Society of Farm Managers and Rural Appraisers  
 Associate Member of Appraisal Institute  
 Member of Realtors Land Institute  
 Member of National and Iowa Association of Realtors  
 Member of National and Iowa Auctioneer's Association  
 Certified Auctioneer's Institute (CAI) designation  
 Recipient Marvin T. Deane Award of Excellence 1999  
 Iowa Appraisal Advisory Council – Finance Committee  
 Allied Member Iowa Funeral Directors Association (IFDA)  
 Member of Iowa National Cattleman's Association

### APPRAISAL EDUCATION

In accordance with FIRREA regulations of 1989 concerning appraisal certification, has successfully completed 165 hours of extended appraisal education, demonstrated a minimum of 2,000 hours of appraisal experience, and successfully completed the state

General Real Property Appraisal Examination for the Iowa Certified General Real Property Appraiser License

Successfully completed the following courses to receive Master Senior Appraiser (MSA) designation from National Association of Master Appraisers: Principles of Appraisal, Practice of Appraisal, Narrative Appraisal Report (Residential), Farm & Land Appraisal, Commercial Appraisal, and Advanced Commercial Appraisal (Sample appraisals submitted to receive designation)

Attended and successfully completed: Introduction to Real Property Valuation, Courses I and II sponsored by the American Society of Appraisers

Attended and successfully completed: Introduction to Real Property Valuation, Courses I and II by Dr. Robert Suler

Attended and successfully completed 15-hour USPAP course with annual updates (Lincoln Graduate Center)

Attended and successfully completed numerous 1-day and 2-day appraisal seminars including Review, Environment, Livestock Units, Commercial, and other

Attended and successfully completed: Iowa State University Annual Farm Management and Rural Appraisal Seminars

Attended and successfully completed: All appraisal courses held in conjunction with Courses I, II, and III of the Certified Auctioneers Institute, Indiana University, Bloomington, Indiana

Attended numerous one-day appraisal seminars sponsored by the Iowa Association of Realtors, National Association of Master Appraisers, American Society of Farm Managers and Rural Appraiser, and others

Attended and successfully completed: Business Valuation, Course I, Richard Reece, Instructor - Course taken through Des Moines Area Community College in conjunction with Lincoln Graduate Center

Attended and successfully completed the course "Principles of Condemnation Appraisal" - Des Moines Area Community College.

Attended and successfully completed the USPAP Update courses in 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008

Attended and successfully completed update on commercial appraising - 2004, 2005

Instructed farm and agriculture appraising class - 2004, 2005

Course participant - Farmer Mac Appraisal Prep Class, St. Louis, MO - Instructor W. David Snook, FASA

Course participant - 8-hour *UNIFORM APPRAISAL STANDARDS FOR FEDERAL LAND ACQUISITIONS* (Yellow Book) Seminar held on the campus of Iowa State University at Ames, Iowa, September 11, 2006. Instructor: Scott Seely.

Attended and successfully completed the course "Scope of Work and Appraiser Due Diligence Course). June 2007

Course participant in 2008 USPAP update. January 8, 2008

Course participant in Effective Report Writing (14 hours). March 28/29, 2008

Attended and successfully completed 8-hour "Fannie Mae Today, No. 116" on April 3, 2009.

Attended and successfully completed "Appraising Distressed Commercial Real Estate" by the Appraisal Institute and sponsored by the Professional Appraisers Association of South Dakota, given in Chamberlain. January 20, 2010

Attended and successfully completed 2010 USPAP update course by Franklin Educational Institute, sponsored by Vander Werff and Assoc. Inc given in Sanborn, Iowa, January 21, 2010

Attended and successfully completed Mandatory Report Writing Seminar by Franklin Educational Institute, Rich De Heer instructor on April 15, 2010.

Attended and successfully completed Foreclosures and Short Sales: Dilemmas and Solutions given by Franklin Educational Institute, Rich De Heer instructor on April 16, 2010.

Attended and successfully completed New Approach to FHA Appraising given by Franklin Educational Institute, Diana Jacob as instructor on February 21, 2011.

Attended and successfully completed Appraising 2-4 Family and Multi-Family Properties given by Franklin Educational Institute, Diana Jacob as instructor on February 22, 2011.

## **REPRESENTATIVE SAMPLING OF PAST EXPERIENCES**

### **COMMERCIAL APPRAISALS**

#### **Educational, Churches:**

Western Christian High School, Hull, Iowa with 107,482 square feet; numerous church appraisals completed in various communities and counties throughout Iowa and other locales.

#### **Elevators Feed Mills, Other Agricultural Related:**

Grain elevator facilities and processing facilities in numerous communities including Chariton, Iowa; Melrose, Iowa; Conrad, Iowa; Emmetsburg, Iowa; Sanborn, Iowa; Sheldon, Iowa; Ellsworth, Iowa; Sutherland, Iowa; Rock Rapids, IA; Hartley, Iowa; Le Mars, Iowa; Holstein, Iowa; Marcus, Iowa; Inwood, Iowa; Greenfield, Iowa; rural Emmet County, Iowa; Nemaha, Iowa; Galva, Iowa; Osage, Iowa; Marshalltown, Iowa; Hospers, Iowa; Paullina, Iowa; Granville, Iowa; Sioux Center, Iowa; Hull, Iowa; Rock Valley, Iowa and Humeson, Iowa; Lester, Iowa; Ellsworth, Iowa; Remsen, Iowa; Sheldon, Iowa; Ireton, Iowa; Adrian, MN; Elk Point, South Dakota; Alcester, South Dakota; Blair, Nebraska; Worthington, MN; Postville, IA. These appraisals included feed mill, agronomy, grain elevator, fertilizer facilities – some with rolling stock; Linn Grove Chicken Hatchery, 130,848 SF; Boyden Feed, Boyden, Iowa; MixRite, Sioux Center, Iowa. Largest feed mill complex completed: 250-ton per hour capacity in Grinnell, 225-ton per hour, Dual Line Northwest Iowa.

#### **Ethanol and Bio-Diesel Facilities:**

Ethanol and bio-diesel facilities in various Iowa counties; Bison Renewable Energy (methane digester facility in Sioux Center, Iowa); bulk fuel facilities.

#### **Funeral Homes:**

Rich Vander Werff has been appraising funeral homes for approximately the last 12 years. Rich has extensive experience in the appraisal of funeral homes. Funeral home appraisals have been completed by him in Iowa, South Dakota, North Dakota, Georgia, Nebraska, Minnesota, Kansas, Missouri, New York, Colorado and Wyoming. The funeral home appraisals have been completed for a variety of reasons including lenders utilizing them for loan collateral evaluation purposes, some in conjunction with Small Business Administration financing and/or other guaranteed loans. Some appraisals have been completed for estate purposes in the case of an owner's death. Some have been completed for the dissolving of partnerships, establishing values for the transfer of stocks, establishing sale price, establishing purchase price, insurance purposes, stock ownership transfer for family members, as well as other reasons. The funeral home appraisals have included real estate only, "going concerns" including real estate, furnishings, vehicles, casket, urn and/or other inventory, as well as intangibles, business only – that is,

the intangibles only, as well as various combinations of the above. Rich has appraised over 25 funeral homes in 2010.

**Hospitals, Care Centers, Assisted Living, Other Healthcare Related:**

Hilltop Care Center, Spirit Lake, Iowa, 137-bed nursing facility; Prairie View Leasing Corporation, Sanborn, Iowa - appraisal was for 73-bed nursing home, 18-unit independent living facility and 16-unit Alzheimer's unit including all chattel property; Village Northwest Unlimited, Sheldon, Iowa - appraisal of complete handicap care facility with dorms and support facilities; Baum Harmon Hospital, Rock Valley, IA including Kids Kampus Daycare Center and Ohme Medical Clinic, real estate and equipment; Apple Valley Assisted/Independent Living facility, Osage, Iowa; Heartland Heights Independent Living facility, Sibley, Iowa; Sheffield Care Center, Sheffield, Iowa; Good Neighbor Home, Ackley, Iowa; Sunset Knoll, Alta, Iowa; Buena Vista County Care Facility, Storm Lake, Iowa; Prairie View Complex, Sanborn, Iowa; numerous other assisted/independent living facilities; dental clinics; chiropractic clinics, optometric clinics, dialysis unit, medical clinics; Orange City Health Systems; Hegg Memorial Health complex in Rock Valley, IA; independent living facility, Clarion, IA.

**Hotels, Motels, Recreational:**

The Ranch Amusement Park, Okoboji, Iowa; non-franchise motels/hotels; La Quinta Inn, Fargo, North Dakota; The Lodge, Forest City, Iowa; AmeriClubs in Spencer, Iowa, Albert Lea, Minnesota; Stuart, IA; Amerihost Motels; Holiday Inn Express Hotels & Suites in Sioux Center, Sheldon, Iowa, and Albert Lea, Minnesota, Econo-Lodge motels in several communities; Super 8 Motels in Worthington, Minnesota, Spirit Lake, Iowa, Spencer, Iowa, Sheldon, Iowa, St. James, Minnesota, New Ulm, Minnesota, Clear Lake, Iowa, Storm Lake and Spencer, Iowa; numerous golf course appraisals including golf courses in Elk Point, South Dakota, Garner, Iowa, Estherville, Iowa, Iowa Great Lakes region, Sioux Center, Iowa, Sioux City, Iowa, and Council Bluffs, Iowa; Boji Bay, Inc., The Annex and Mini Golf in Sioux City, Iowa; 5,000-6,000 person total capacity water park; Parks Marina, Okoboji, Iowa; numerous bowling and entertainment centers in Iowa, Minnesota and South Dakota; Echo Valley Speedway, West Union, Iowa; Union Prairie Horse Arena, Allamakee, Iowa; Manning Heritage Foundation/Hausbarn, Manning, Iowa; gymnasiums/rec centers.

**Manufacturing, Warehouses, Ready Mix Plants:**

Rosenboom Manufacturing, 250,000 SF manufacturing facility; NOBL Labs Veterinary Medicine Building; Den Hartog Industries, Hospers, Iowa - a 25-building, light manufacturing facility with over 200,000 square feet; numerous mini-storages; Tru-Serv 520,000 SF warehouse in Brookings, South Dakota; Dynamic Engineering manufacturing building in Watertown, South Dakota; well over 75 ready mix concrete plants in Iowa, South Dakota and Nebraska; Mauer Manufacturing, Spencer, Iowa; Jack Links Beef Jerky, 275,000 square feet distribution center, Laurens; Demco Manufacturing, Boyden, Iowa and Foreign Candy Company, Hull, Iowa. Appraisals have included processing plants, assembly plants, full manufacturing facilities, distribution warehouses and storage warehouses. Representative sampling of communities include: Sioux City, IA; Sioux Falls, SD; Worthington, MN; Albia, IA; Dubuque, IA; Lakefield, MN; Clear Lake, IA; Primghar, IA; Nevada, IA; Keokuk, IA; Grundy Center, IA; Belle Plaine, IA; West Liberty, IA, as well as numerous other Iowa, South Dakota, Nebraska and Minnesota communities.

**Processing Plants:**

Blovance, 62,000-ton annual output, value added processing plant - Oskaloosa, Iowa; numerous meat processing facilities including poultry, pork, beef with facilities

appraised located mostly in Iowa, South Dakota and Nebraska; representative sampling: All States Quality Foods, L.P., Charles City, Iowa; Iowa Turkey Processors, Postville, Iowa; Iowa Premium Pork, Hospers, IA; meat processing plant appraisals have included further process only, as well as slaughter with further processing; commercial cold storage facilities; food grade processing plants in Le Mars, IA, Grinnell, IA and others. Representative sampling of communities included: West Liberty, IA; Wellsburg, IA; Charles City, IA; Keota, IA; Ackley, IA; Decorah, IA; Sigourney, IA; Sheldon, IA; Hospers, IA; Postville, IA; Schleswig, IA; Orange City, IA, Estherville, IA. And Alcester, SD.

**Retail, Office, Restaurants, Convenience Stores, Other Service-Related:**

Southtown Foods, 22,694 SF grocery (retail) commercial; Okoboji Boats 100,000 SF sales/service/storage facility; Joyce's Foods, 20,084 SF grocery retail commercial; Fullerton Lumberyards in 15 locations in Iowa, South Dakota, Minnesota, Nebraska and Wisconsin; numerous big box retail appraisals throughout Iowa, Minnesota, South Dakota and Nebraska; numerous office facilities in Iowa, South Dakota, Nebraska and Minnesota; car washes; numerous convenience stores and truck stops throughout Iowa, Minnesota, South Dakota and Nebraska. Recent appraisals of "C" stores include the new Sheldon Plaza, Sheldon, Iowa – a Cenex "C" store with McDonalds fastfood restaurant; the Cooperative Energy facility in Sibley, Iowa - truck stop, Dows Travel Center Truck stop in Dows, Iowa, "C" store and Subway fastfood restaurant; restaurant appraisals including Hardees, Dairy Queen, Subway, McDonalds, KFC, Taco Bell, Taco Johns, Pizza Hut, Godfathers, Pizza Ranch, Perkins Restaurants, Culver's Restaurants, Applebee's, franchise Bar-B-Que restaurants, Burger King, Long John Silvers and others in numerous communities throughout Iowa, Minnesota, South Dakota and Nebraska. Additional restaurants include sit-down restaurants, supper clubs, lounges and other. (These appraisals have included real estate, equipment and businesses). Other appraisals have included Laundromats, dry cleaning facilities, automotive dealerships, farm equipment dealerships, service shops, boat marinas, motorcycle sales, daycare centers, greenhouses, photo studios, post offices, bars/lounges, Mexican restaurants, community plazas, regional malls, Goodwill Industries, truck sales/service centers, veterinary clinics.

**Miscellaneous:**

Tri-State Livestock, Ltd., Livestock sales auction facility, Sioux Center, Iowa; livestock auction in Kalona Sale Barn, Watertown, SD Livestock Auction Facility; Huron, South Dakota Livestock Auction facility; Livestock Collection Stations in South Dakota and Iowa; rail car repair facility, Sioux City, IA; golf courses, golf course with dome, gravel quarries, mobile home parks, movie theaters, museums, automobile, farm equipment, truck sales and service.

**Business Appraisals:**

Have completed well over 100 business appraisals in past five years. Businesses include: auto dealership, retail, warehouse, insurance agencies, funeral homes, car washes, restaurants, lounges, chiropractic clinics, fastfood restaurants, auto body shops, propane sales/service business, garbage hauling business, furniture business, commercial laundry, manufacturing business, retail, feed mill, insurance agencies, real estate agencies hardware sales, dairies, landscaping, custom home building business, golf courses, feed mills, optometric clinics, grain elevators and others.

## Agricultural Appraisals

### Agricultural Appraisals:

Largest single appraisal assignment – 11,000 acres with 3,000,000 bushel grain storage in Monona and Woodbury Counties, Iowa; 7,320 acres, including 52 tracts ranging in size from 5 acres to 320 acres in 7 counties in northwest Iowa and southwest Minnesota; FSA certified appraiser. Has regularly completed appraisals for FSA (FmHA) from 1987 through present. Well over 250 appraisals completed in over 24 counties in Iowa. Have also completed FSA appraisals in South Dakota, Minnesota and Nebraska. EWRP and WRP appraisals; Farm Credit Services-appraised approximately 3,000 acres in 1987 and 1988 in Sioux, Sioux, Osceola, Clay, Dickinson, Cherokee, Emmet, Palo Alto, and Pocahontas Counties; extensive experience in condemnation and right of way appraisals including US Highway 60 project from LeMars, Iowa to Minnesota border; have completed over 100 condemnation appraisals for O'Brien and Osceola Counties for various projects; have completed appraisals for numerous communities including right of way, condemnation and others; Iowa Department of Natural Resources farm real estate appraisals; O'Brien County Sportsman's Club farm real estate appraisals.

### Specialized Commercial Agricultural Appraisals:

Poultry facilities including layer, breeder, grower and broiler. Largest poultry facility: 1,000,000 birds; Hog facilities including farrowing/nursery/finisher/gestation facilities up to 5,000 sow units; Cattle facilities: cattle feedlot appraisals including confinement and open lots, up to 20,000 head; Dairy facilities up to 5,000 cows.

## OTHER TYPES OF APPRAISALS

### **Residential Appraisals –**

Numerous residential appraisals in 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, and 1997. Completed 50 residential appraisals for Northwest Iowa Planning and Development Commission in 1994.

### **WRP Appraisals in the following counties:**

Sioux, O'Brien, Osceola, Plymouth, Emmet, Kossuth, Palo Alto, Woodbury, Monona, and Pocahontas.

Residential-Agricultural-Commercial Insurance:

### **Appraisals in Iowa and South Dakota.**

### **Chattel Appraisals:**

Funeral homes, retail, office, restaurant, industrial, commercial, farm equipment, ready mix concrete plants, trucking companies, heavy manufacturing equipment, commercial laundry equipment, processing, household goods and antiques, propane business and others. These appraisals have included locations in Iowa, Minnesota, South Dakota and Nebraska. Chattel appraisals have been completed for various purposes including SBA, FSA, RECD, loan collateral evaluation purposes, partnerships, estates and others.



**REPRESENTATIVE SAMPLING OF APPRAISALS COMPLETED FOR INDIVIDUALS, CORPORATIONS, LENDERS AND ATTORNEYS:**

Ackley State Bank, Ackley, IA – Commercial appraisals  
 AgStar Financial Services, Johnston, Iowa - Commercial appraisals  
 ATM Corporation of America, Coraopolis, PA - numerous residential appraisals  
 American State Bank, Granville, IA - numerous residential, agricultural, and commercial appraisals  
 American State Bank, Hospers, IA - numerous residential, agricultural and commercial appraisals  
 American Bank, LeMars, IA - numerous residential, agricultural and commercial appraisals  
 American State Bank, Sioux Center, IA - numerous residential, agricultural, hog unit, poultry units, and commercial appraisals  
 American Bank, Remsen, IA - numerous residential, agricultural and commercial appraisals  
 Ashton State Bank, Ashton, IA - numerous residential, agricultural, hog unit, poultry unit, and commercial appraisals  
 Bank of America – Kansas City, MO and Dallas, TX – farm real estate and commercial appraisals  
 Bank of The West – Walnut Creek, CA - commercial appraisals  
 Bank Midwest, Okoboji, IA – numerous commercial appraisals  
 Bank Plus, Estherville, IA – numerous commercial appraisals  
 Bradley DeJong, Attorney, Klay, Veldhuizen, Binder, De John Law Firm, Orange City, IA  
 Bruce Green, Schultz & Green Law Firm, Rock Rapids. IA real estate and chattel appraisals  
 Central Bank, Spirit Lake, Sioux City, Storm Lake and Primghar, IA– numerous commercial appraisals  
 Central State Bank, Muscatine, IA – commercial appraisals  
 Central Trust and Savings, Primghar, IA- numerous farm real estate and commercial appraisals  
 Cherokee Credit Union, Primghar, IA- farm real estate appraisals and commercial appraisals  
 Cherokee State Bank, Primghar, IA- farm real estate appraisals and commercial appraisals  
 Christopher Bjornstad, Attorney, Primghar, IA  
 Citizens 1<sup>st</sup> National, Storm Lake, IA - numerous residential, agricultural, hog unit, and commercial appraisals  
 Citizens First National Bank, Mason City, IA – commercial appraisals  
 Citizens State Bank, Marathon, IA - farm real estate, hog unit, and commercial appraisals  
 Citizens State Bank, Sheldon, IA - commercial, agricultural, and residential appraisals  
 Citizens State Bank, Waukon, IA – commercial appraisals  
 City of Sioux Center - expert witness  
 City State Bank, Grimes, IA – commercial appraisals  
 Clear Lake Bank & Trust, Clear Lake, IA – numerous commercial appraisals  
 Community First National Bank, Vermillion, SD – Commercial appraisals  
 Community State Bank, Rock Rapids. IA- farm real estate appraisals and commercial appraisals  
 Commercial Trust and Kroese & Kroese, P.C., Storm Lake, IA - farm real estate, hog unit, and commercial appraisals  
 Dan DeKoter, DeKoter & Thole & Dawson Law Firm, Sibley, IA - agricultural and commercial appraisals  
 Davenport, Evans, Hurwitz & Smith, LLP, Sioux Falls, SD – commercial appraisals  
 Dan Dykstra, Attorney, Sioux City, IA

Dennis Cmelik, Cmelik Law Office, Hartley, IA - real estate and chattel appraisals  
 Emmet County State Bank - farm real estate appraisals, and commercial appraisals  
 FSA (formerly FmHA) - numerous farm and residential appraisals  
 Farmers Kroese & Kroese, P.C., Milford, IA - commercial appraisals  
 Farmers Trust and Savings, Rock Rapids, IA- farm real estate and commercial appraisals  
 Farmers Trust and Kroese & Kroese, P.C., Spirit Lake, IA -commercial appraisals  
 First American Bank, Clive, IA - commercial appraisals  
 First American Bank, Sioux City, IA - commercial appraisals  
 Firststar Bank Iowa, Cedar Rapids, IA - farm real estate appraisals and commercial appraisals  
 First Bank and Trust, Rock Valley, IA- residential and agricultural appraisals  
 First Bank Financial Centre, Oconomowoc, WI - commercial appraisals  
 First Bank Iowa, Minneapolis, MN - farm real estate appraisals  
 First Bank Iowa, Rock Valley, IA - numerous residential, commercial, agricultural, dairy, and chattel property appraisals  
 First Federal Kroese & Kroese, P.C., Cherokee, Orange City, Sheldon and Sioux City, IA - numerous residential, commercial, and agricultural appraisals  
 First National Bank of LeMars, IA - farm real estate and commercial appraisals  
 First National Bank, Rock Rapids, IA- farm real estate, hog unit, commercial, residential, and chattel appraisals  
 First National Bank, Omaha, NE - commercial appraisal reviews  
 First National Bank, Rembrandt, IA - numerous residential, commercial, and agricultural appraisals  
 First National Bank, Sioux Center, IA - numerous residential, commercial, and agricultural appraisals  
 First State Bank, Hawarden, IA - farm real estate appraisals and commercial appraisals  
 First State Bank, Worthington, MN - Commercial appraisals  
 First National Bank of Hampton, Hampton, Iowa - commercial appraisals  
 First National Bank of Omaha, Nebraska - commercial appraisals  
 First National Bank of South Dakota - commercial appraisals  
 First National Bank and Trust, Pipestone, MN - commercial appraisals  
 First Trust and Savings, Aurelia, IA - numerous residential, agricultural, hog unit, and commercial appraisals  
 Guthrie County State Bank, Panora, Iowa - commercial appraisals  
 Home State Bank, Royal, IA - farm real estate appraisals and commercial appraisals  
 Ida County State Bank, Ida Grove, IA - farm real estate appraisals and commercial appraisals  
 Iowa State Bank, Des Moines, Iowa - commercial appraisals  
 Iowa State Bank - Hull, Sheldon, Orange City, Alton, Paullina, Sanborn and Ireton, IA - numerous agricultural, hog unit, poultry unit, residential, and commercial appraisals  
 Iowa Trust and Kroese & Kroese, P.C., Emmetsburg, IA - numerous agricultural, farm machinery feed mill, and commercial appraisals  
 Heritage Bank, NA, Aurelia, IA - farm real estate appraisals  
 Home Federal Kroese & Kroese, P.C., Aberdeen, SD - farm real estate appraisals, commercial appraisals, and hog unit appraisals  
 Jeff Queck, Attorney, Sanborn, IA - numerous agricultural and commercial appraisals  
 John De Koster, Attorney, Hull, IA  
 Lance D. Emcee, Attorney, representing Headman Law Firm, Sioux City, IA  
 Larry Postma, Attorney, Sheldon, IA - real estate and chattel appraisals  
 Laurens State Bank, Laurens, IA - farm real estate appraisals and commercial appraisals  
 Lender's Service, Inc., Coraopolis, PA - numerous residential appraisals  
 Liberty Bank, Garner, Iowa - commercial appraisals

Liberty Bank, Grundy Center, Iowa – commercial appraisals  
 Liberty National Bank, Sioux City, IA – commercial appraisals  
 Lloyd Bierma, Attorney, Sioux Center, IA  
 Loren Veldhuizen, Attorney representing Klay, Veldhuizen, Binder, De Jung Law Firm,  
 Orange City and Alton, IA  
 Marquette Bank of South Dakota, Sioux Falls, SD - numerous agricultural appraisals  
 Melvin Kroese & Kroese, P.C., Melvin, IA - residential, farm real estate, and commercial  
 appraisals  
 MetaBank, Storm Lake, Iowa – commercial appraisals  
 MinnWest Bank, Luverne, MN – farm real estate appraisals  
 NorthStar Bank, Estherville, IA - farm real estate appraisals and commercial appraisals  
 Northwest Bank, Rock Rapids, IA- farm real estate appraisals and commercial appraisals  
 Northwestern State Bank, Orange City and Sheldon, Iowa - commercial, agricultural, hog  
 unit, and residential appraisals  
 Oostra, Bierma, and Schouten Law Firm - commercial, agricultural, and residential real  
 estate appraisals  
 Pace Realty Advisors, LLC, Coral Gables, Florida – commercial appraisals  
 Patrick Murphy, Attorney representing Murphy, Murphy, Collins and Baseman P.L.C., Le  
 Mars, IA  
 People's Bank, Elkader, IA – commercial appraisals  
 People's Bank and Trust, Rock Valley, Sheldon, Ireton, Akron and Sioux Center, IA -  
 numerous residential, agricultural, and commercial appraisals  
 Pinnacle Bank, Sioux City, Iowa – commercial appraisals  
 Pioneer Bank, Sioux City, IA - farm real estate appraisals and commercial appraisals  
 Pocahontas State Bank, Pocahontas, IA - farm real estate appraisals and commercial  
 appraisals  
 Kroese & Kroese, P.C., Rock Valley, IA - numerous farm real estate, hog unit, cattle unit,  
 and commercial appraisals  
 Primebank, Le Mars, Sioux City and Sioux Center, IA – numerous commercial appraisals  
 Quad City Bank & Trust, Moline, Illinois – commercial appraisals  
 Randy Seas, Attorney, Hartley, IA  
 Roger Bindner, Attorney, Klay, Veldhuizen, Bindner, De Jong, and Pals Law Firm, Orange  
 City, IA - numerous agricultural, commercial, and residential appraisals  
 Roger Evans, Attorney, Sioux Center - commercial, agricultural, and equipment appraisals  
 Sanborn Kroese & Kroese, P.C., Sanborn, IA - commercial, agricultural, hog unit,  
 residential, and chattel appraisals  
 Kroese & Kroese, P.C., Primghar and Hartley IA - numerous residential, agricultural, hog  
 unit, farm equipment, and commercial appraisals  
 Security First Bank of North Dakota, New Salem, North Dakota - Commercial hog unit  
 facility  
 Security National Bank, Sioux City, IA - farm real estate appraisals and commercial  
 appraisals  
 Northwestern Bank, Sheldon, IA - commercial, agricultural, hog unit, and residential  
 appraisals  
 Siouxland National Bank, South Sioux City, NE – commercial real estate appraisals  
 Swea City State Bank, Graettinger, IA - farm real estate appraisals and commercial  
 appraisals  
 Tom Whorley, Attorney, Attorney Wolff, Whorley, DeHoogh & Schreurs Law Firm, Sheldon,  
 IA - numerous agricultural, commercial, and residential appraisals  
 U.S. Bank National Association, Rochester, MN, and Omaha, NE - farm real estate and  
 commercial appraisals  
 United Community Bank, Hartley, Ocheyedan, Milford, and Okoboji, IA - farm real estate,

hog unit, commercial, and residential appraisals  
Valley Bank & Trust, Primghar, IA- farm real estate appraisals and commercial appraisals  
Valley Bank NA, Elk Point, SD - commercial appraisals  
Western Bank and Trust, Merville, IA - farm real estate appraisals, commercial appraisals,  
and hog unit appraisals  
Wells Fargo Bank - - numerous locations – farm real estate and commercial appraisals  
Smith, Grigg, Shea, Klinker Law Firm, Rock Rapids. IA– agricultural, residential and  
commercial appraisals

*The above clientele have utilized my appraisals for loan collateral evaluation purposes including the Small Business Administration Guaranteed Loans, Rural Economic Development (RECD) Guaranteed Loans, and various government grants. The appraisals have also been utilized by attorneys in dissolution proceedings, partnership buy-outs, establishing sale prices, establishing purchase prices, insurance purposes, buy/sell agreements, stock transfer agreements, and other.*

**UPDATED MARCH 10, 2011**



Appraisals - Auctions - Real Estate  
215 Main Street Phone: 712-729-3284  
P.O. Box 529 Fax: 712-729-5676  
Sanborn, Iowa 51248

E-mail: [vanwerff@vanderwerffandassociates.com](mailto:vanwerff@vanderwerffandassociates.com)

Website: [www.vanderwerffandassociates.com](http://www.vanderwerffandassociates.com)

**Kally Mouw, Iowa**



**STATE OF IOWA**

IOWA DEPARTMENT OF COMMERCE  
PROFESSIONAL LICENSING AND REGULATION

THIS IS TO CERTIFY THAT THE BELOW NAMED  
HAS BEEN GRANTED A CERTIFICATE AS A  
RESIDENTIAL REAL PROPERTY APPRAISER

CERTIFICATE NO. CR02618      EXPIRES: 6/30/2013

MOUW, KALLEN B  
VANDER WERFF & ASSOCIATES  
215 MAIN ST.  
SANBORN, IA 51248

**P14925**



Appraisals • Auctions • Real Estate  
215 Main Street Phone: 712-729-3264  
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Sanborn, Iowa 51248

E-mail: [vwwerff@vanderwerffandassociates.com](mailto:vwwerff@vanderwerffandassociates.com)

Website: [www.vanderwerffandassociates.com](http://www.vanderwerffandassociates.com)

Rich Vander Werff, Iowa



**STATE OF IOWA**

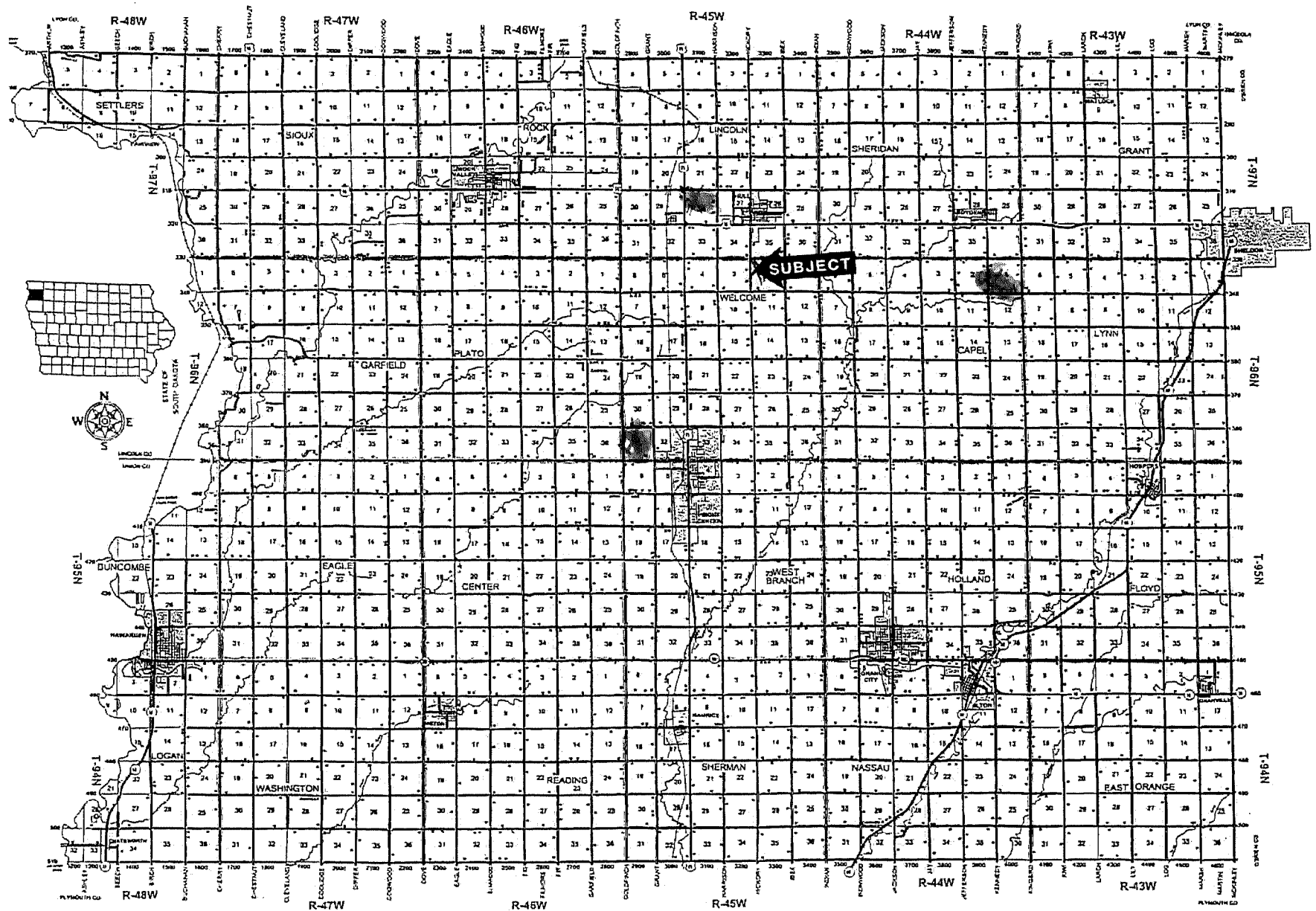
**IOWA DEPARTMENT OF COMMERCE  
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THIS IS TO CERTIFY THAT THE BELOW NAMED  
HAS BEEN GRANTED A CERTIFICATE AS A  
GENERAL REAL PROPERTY APPRAISER

CERTIFICATE NO. CG01197      EXPIRES: 6/30/2013

VANDER WERFF, RICHARD L  
VANDER WERFF & ASSOCIATES INC.  
215 MAIN ST  
PO BOX 529  
SANBORN, IA 51248

P14926



# Sioux County

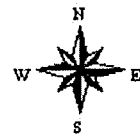
# Aerial Map



map center: 43° 9' 51.52, 96° 7' 40.38

scale: 10122

2-96N-45W  
Sioux County  
Iowa



2/2/2012

Maps provided by:



©AgriData, Inc. 2012

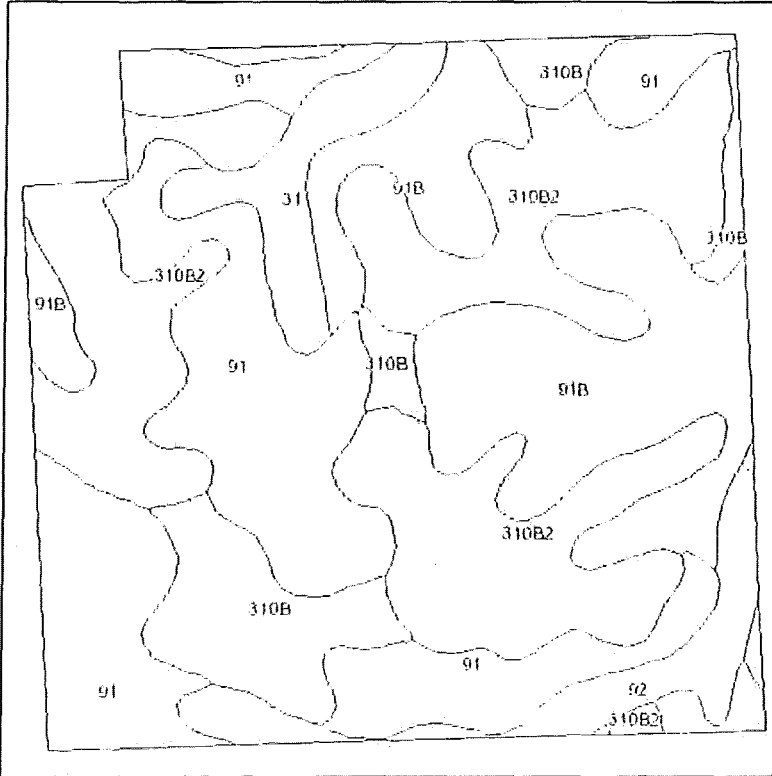
www.AgrIDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.

P14928



# Soils Map



State: Iowa  
 County: Sioux  
 Location: 002-096N-045W  
 Township: Welcome  
 Acres: 141  
 Date: 2/12/2012

Fsa borders provided by the Farm Service Agency as of May 23, 2008.  
 Soils data provided by USDA and NRCS.



| Code                    | Soil Description  | Acres | Percent of field | Non-Irr Class | CSR         | Bromegrass alfalfa | Bromegrass alfalfa hay | Corn         | Kentucky bluegrass | Oats      | Smooth bromegrass | Soybeans    |
|-------------------------|---|-------|------------------|---------------|-------------|--------------------|------------------------|--------------|--------------------|-----------|-------------------|-------------|
| 310B2                   | Galva silty clay loam, 2 to 5 percent slopes, moderately eroded | 43.4  | 30.8%            | lle           | 65          | 6.2                | 5                      | 175          | 3                  | 90        | 4.9               | 45          |
| 91                      | Pringhar silty clay loam, 0 to 2 percent slopes                 | 40.9  | 29.0%            | l             | 77          | 6.9                | 5.4                    | 191          | 3.3                | 101       | 5.5               | 51          |
| 91B                     | Pringhar silty clay loam, 2 to 5 percent slopes                 | 29.7  | 21.0%            | lle           | 75          | 6.8                | 5.3                    | 188          | 3.2                | 99        | 5.4               | 50          |
| 310B                    | Galva silty clay loam, 2 to 5 percent slopes                    | 13.1  | 9.3%             | lle           | 67          | 6.4                | 5.2                    | 177          | 3.1                | 93        | 5.1               | 47          |
| 92                      | Marcus silty clay loam, 0 to 2 percent slopes                   | 7.1   | 5.0%             | llw           | 72          | 6.7                | 3.9                    | 184          | 3.2                | 98        | 5.3               | 49          |
| 31                      | Afton silty clay loam, 0 to 2 percent slopes                    | 6.8   | 4.9%             | llw           | 69          | 6.4                | 3.8                    | 180          | 3.1                | 94        | 5.1               | 47          |
| <b>Weighted Average</b> |   |       |                  |               | <b>71.3</b> | <b>6.6</b>         | <b>5.1</b>             | <b>183.3</b> | <b>3.2</b>         | <b>96</b> | <b>5.2</b>        | <b>48.3</b> |

# WELCOME

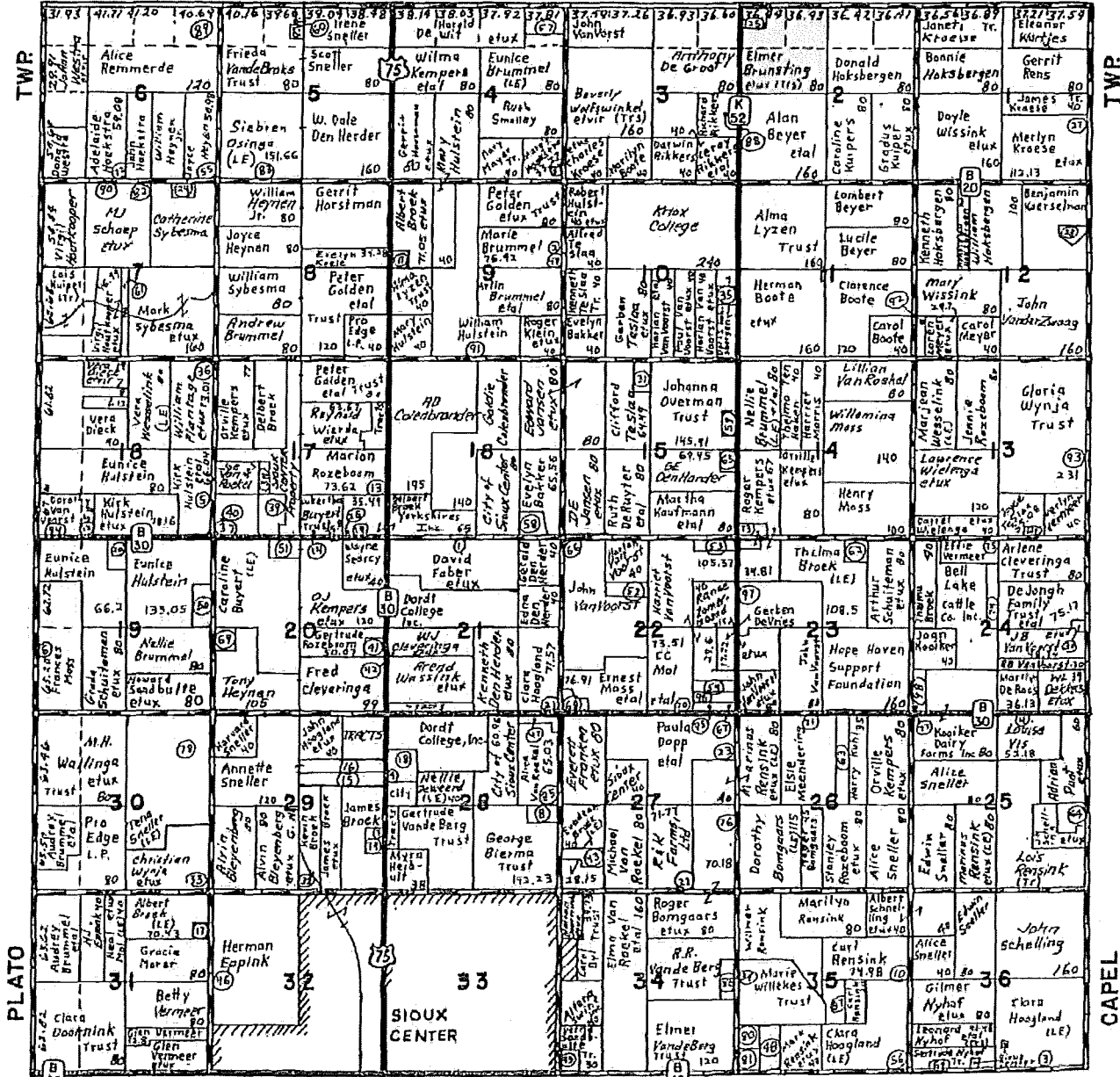
TOWNSHIP 96 NORTH - RANGE 45 WEST OF 5TH PM.

150.21 Jeffrey Brook, etux-5.41  
 250.9 Philip Brummel, etux-1.07  
 250.36 John Hoogland, etux-4.6  
 250.35 Harlan Jostiter, etux-3.91  
 250.18 Kelly Kulslein, etux-0.84  
 250.47 William Godsey, etux-5.07  
 250.27 Rural Water System, 0.15  
 250.28 George Beyer, etux-13.77  
 250.29 Gerry Nordbeck, etux-0.81  
 250.25 Dennis DeJong, etux-4.03  
 250.29 Robert Mulstein, etux-4.75  
 250.14 Abel Moss, etux-1.16  
 250.17 Douglas Taylor, etux-4.5  
 250.17 Edwin VanDerWelde, etux-1.67

150.24 Marion Zevenbergen, etux-23.54  
 150.29 Goldan Wieckink, etux-11.17  
 150.31 Allen Bekkelman, etux-8.57  
 150.28 Bernard Uterda, etux-11.13  
 150.317 Morris Harrison, etux-0.14  
 250.219 Richard Klarenbeek, etux-12.24  
 250.21 Richard Claveringa, etux-4.63  
 250.21 Richard Boland, etux-7.23  
 250.27 John Dipp, 2.4  
 250.27 Scott Schelling, etux-5.72  
 250.2 Rich Beyer, 6.98  
 250.17 Kirk Hulstain, etux-1.26  
 250.1 David van der Berg, etux-4.41  
 250.1 Calvin Walderberg, etux-12.01  
 250.15 Arlyn DeWald, etux-3.92  
 250.24 Larry Vanderwill, etux-3.02

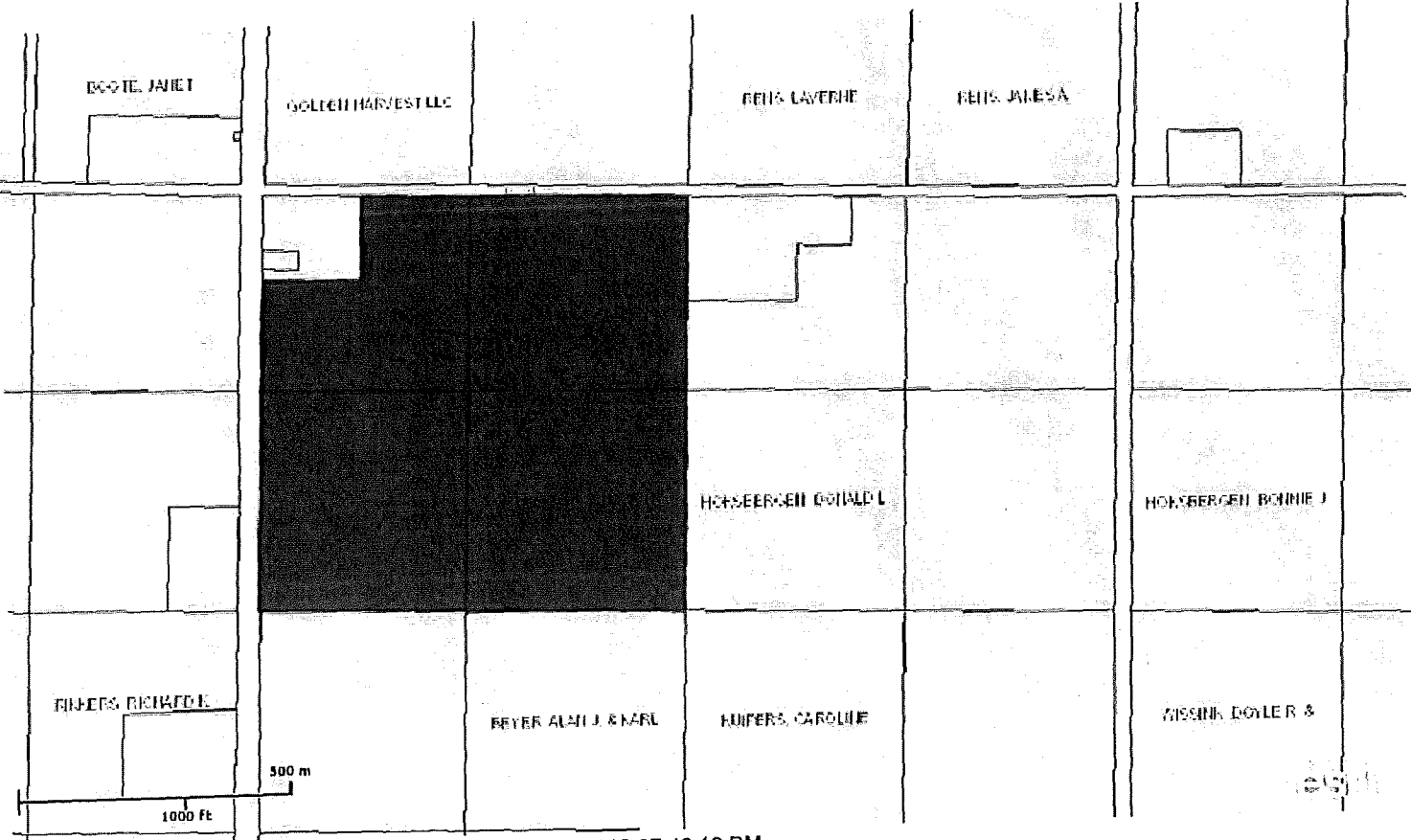
93.28.13 Kevin Wynja, etux-4.4  
 94.28.18 Dennis VanHekke, etux-4.4  
 95.28.22 John VanVoort, etux-6.58  
 96.28.22 Harriet VanVoort, etux-8.5  
 97.28.23 Zommerman, etux-8  
 98.28.24 Gerrit Frankh Jr, etux-8  
 48.28.9 Alin Brummel, etux-1.01  
 49.28.19 Tony Heyman, etux-2.8  
 50.28.20 Jan Beyer, etux-4.8  
 51.28.21 Harlan VanVoort, etux-12  
 52.28.22 Jan VanVoort, etux-10.38  
 53.28.23 Helma Tack, etux-10.38  
 54.28.24 Joyce Heyman, etux-5.76  
 55.28.25 Terry Schilleman, etux-5.23  
 56.28.26 Elmer Brummel, etux-3.25  
 57.28.27 Terry Moss, etux-4.44  
 58.28.28 William Keeps, etux-7.59  
 59.28.29 Corey Klinkhasselink, etux-5.5  
 60.28.30 Virgil VanRooy, etux-14.75  
 61.28.31 Gerrit Vanderwill, etux-10  
 62.28.32 John Meendering, etux-23.5  
 63.28.33 Dorrel Nyhof, etux-9.5  
 64.28.34 Calvin Bomgaars, etux-9.73  
 65.28.35 Harold DeGraaf, etux-0.7  
 66.28.36 Timothy Stetson, etux-0.8  
 67.28.37 Roger VanVoort, etux-7.5  
 68.28.38 Guy Hoogland, etux-14.38  
 69.28.39 Peter Mal, etux-4.38  
 70.28.40 George Scholler, etux-7.81  
 71.28.41 Bruce Mulder, etux-7.15  
 72.28.42 Kemper Farm Inc, 7.43  
 73.28.43 Kenneth Mulder, etux-13  
 74.28.44 Michael Nedenburgh, etux-12

## LINCOLN

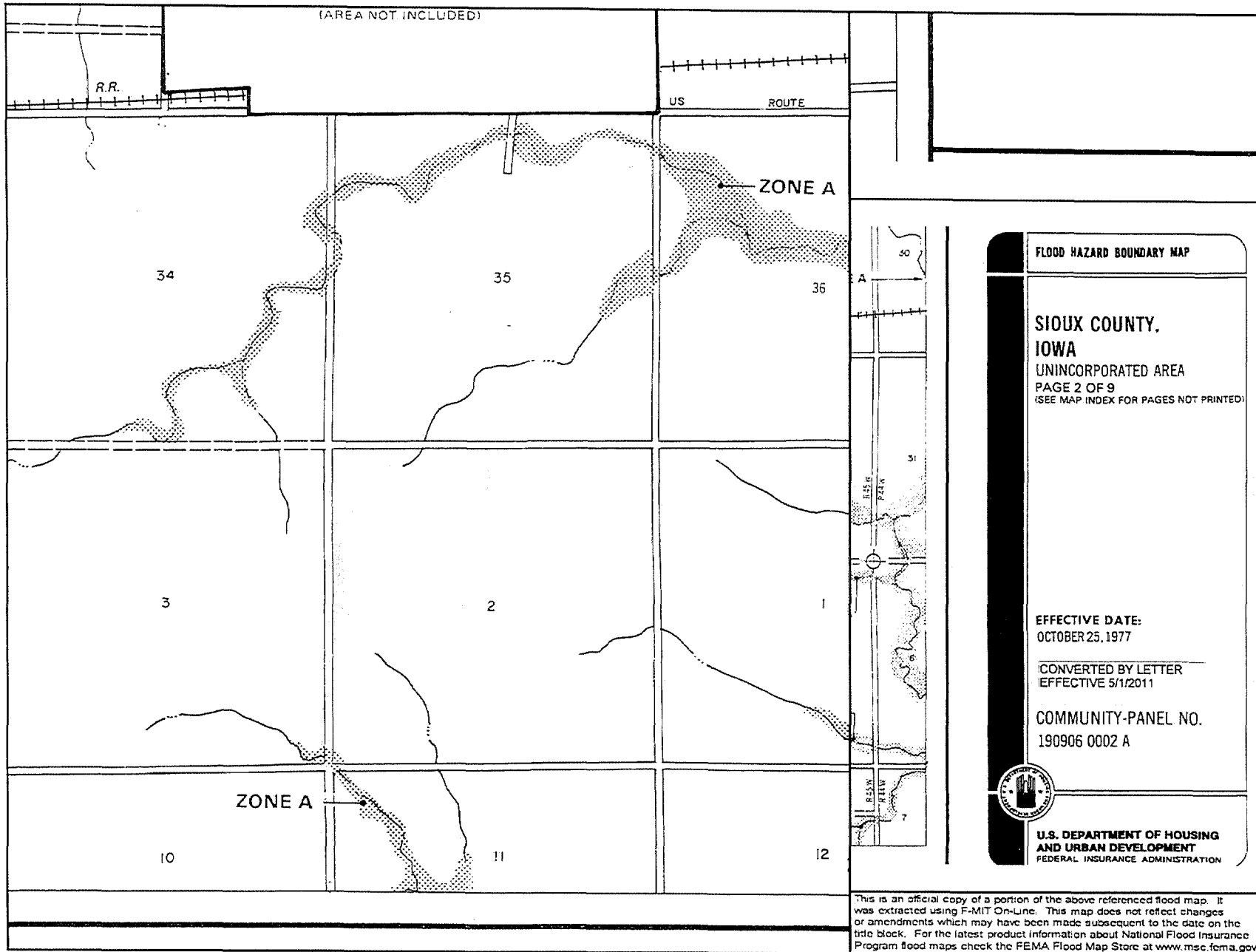


76.28.27 RR Farms L.L.C.  
 77.28.24 Leon Tegetofshuis, etux-0.5  
 78.28.20 Stanley Sneller, etux-1.56  
 79.28.23 Douglas Boer, etux-15.53  
 80.28.25 Gertrude Rozboom, etux-8.88  
 81.28.25 Paul Schilleman, etux-8.47  
 82.28.7 Jan Meyerink, etux-0.66  
 83.28.5 Danny Buyerl, etux-1.7  
 84.28.4 Brad Wollenburg, etux-4.23  
 85.28.3 George Beyer, etux-7.31  
 86.28.3 Arlin VanDeBelt, etux-13.76  
 87.28.35 Marilyn Benschig, etux-19.73  
 88.28.3 Ken Ciesielski, etux-5.24  
 89.28.2 Alice Remmerde, etux-4.19  
 90.28.2 Henry VanDraaks, etux-2.82  
 91.28.2 George VanVoort, etux-0.99  
 92.28.13 total Meyerl, etux-6.6

# Brunsting, Elmer



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P14932

5522  
5522

RECORDED  
SIOUX COUNTY IOWA

2010 SEP 23 PM 3:59

FILE 2010 CARD 5522

STATE OF IOWA  
Sioux County, Ia.  
Entered for taxation this 24  
day of Sept A.D. 2010  
Sioux County Auditor CS  
Rec'd 9-24-2010 alub

Krista K. Van Buren  
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 1840 E. 54<sup>th</sup> Street, Davenport, IA 52807 (563) 445-7400  
Return To: The Vacok Law Firm, PLLC 14800 St. Mary's Lane, Suite 230, Houston, TX 77079  
Address tax statement: Brunsting Family Living Trust, 13630 Pinetock, Houston, Texas 77079

**TRUSTEE'S WARRANTY DEED**  
STATE OF IOWA, Sioux County

For the consideration of Ten Dollars and other valuable consideration,

**NELVA E. BRUNSTING**, Trustee, under the **BRUNSTING FAMILY LIVING TRUST** dated October 10, 2996 and any amendments thereto,

does hereby Convey to:

**NELVA E. BRUNSTING**, Trustee of the **ELMER H. BRUNSTING DECEDENT'S TRUST** dated October 10, 1996,

an undivided one half interest the following described real estate in Sioux County, Iowa, to wit:

The Northwest Fractional Quarter (NW Fr. 1/4) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542 5 Feet of the West 660 Feet in Sioux County, Iowa,

The Grantor does Hereby Covenants with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that grantor has good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated.

The Grantor further warrants to the grantees all of the following: That the trust pursuant to which the transfer is made is duly executed and in existence; that to the knowledge of the grantor the person creating the trust was under no disability or infirmity at the time the trust was created; that the transfer by the trustee to the grantees is effective and rightful; and that the trustee knows of no facts or legal claims which might impair the validity of the trust or the validity of the transfer

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number according to the context.

The consideration for this transfer is less than \$500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Dated: 08/25/2010

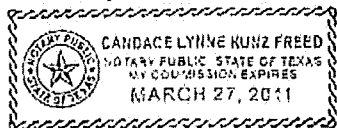
Nelva E. Brunsting  
Nelva E. Brunsting

STATE OF Texas )

SS

COUNTY OF Harris )

On Aug. 25 2010, before me the undersigned, a Notary Public in and for said State, personally appeared, Trustee of the Trust, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he, as such Trustee, executed the same as the voluntary act and deed of himself, of such Trustee and of said Trust.



Candace A. Kunz Freed  
Notary Public in and for said State

P14933

RECORDED SIOUX COUNTY IOWA

'96 NOV 18 AM 9 44

5407  
5407

FILE 1996 CARD 5407  
*Anita K. Van Bruggen*  
A. VAN BRUGGEN RECORDER

Prepared by: Dennis D. Duffy, 2550 Middle Road, Suite 101, Bettendorf, IA 52722, (319) 355-7070

**QUIT CLAIM DEED  
STATE OF IOWA,**

Sioux County

*November 18th 1996  
af  
Rec'd 11-18-96  
af*

THIS INDENTURE WITNESSETH, THAT THE GRANTORS.

**ELMER HENRY BRUNSTING and NELVA E.  
BRUNSTING, individually and as husband and wife,**

of the County of Harris and the State of Texas for and in consideration of Ten (\$10) Dollars and other good and valuable consideration in hand paid, QUIT CLAIMS unto

**ELMER H. BRUNSTING and NELVA E. BRUNSTING,  
Trustees, or their successors in trust, under the BRUNSTING  
FAMILY LIVING TRUST dated October 10, 1996 and  
any amendments thereto,**

the following described real estate in the County of Sioux, State of Iowa, hereby relinquishing all rights of dower, homestead and distributive share in and to the real estate, to-wit:

The Northwest Fractional Quarter (NW 1/4) of Section Two (2), Township Ninety-six (96), Range Forty-five (45) West of the 5th P.M. EXCEPT the North 542.5 Feet of the West 660 Feet in Sioux County, Iowa.

subject to all easements and restrictions of record.

The consideration for this transfer is less than \$500.00 so this conveyance is exempt from transfer tax, pursuant to Iowa Code Chapter 428A.2(21).

Grantors warrant that the trust named as grantee herein is a revocable trust as defined in Iowa Code Chapter 9H.1(20).

*29-76*

**P14934**

TO HAVE AND TO HOLD the said premises with the appurtenances, upon the trusts and for uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage and protect said premises or any part thereof, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration; to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee; to donate to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof; from time to time, and upon any terms and for any period or periods of time, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument that

(a) at the time of the delivery of this deed the trust stated in this Indenture as grantee was in full force and effect,

(b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder,

(c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and

(d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

IN WITNESS WHEREOF, the grantors have signed this on October 29, 1996

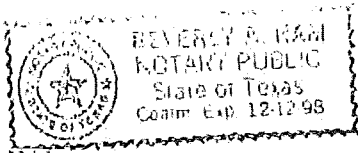
Elmer Henry Brunsting  
Elmer Henry Brunsting

Nelva E. Brunsting  
Nelva E. Brunsting

STATE OF TEXAS )  
 ) ss.  
COUNTY OF Harris )

I, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY, that **ELMER HENRY BRUNSTING and NELVA E. BRUNSTING**, individually and as husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and notarial seal on October 29, 1996



Beverly Ham  
Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Dennis D. Duffy  
Attorney at Law  
101 Northwest Bank Tower  
2550 Middle Road  
Bettendorf, Iowa 52722  
(319) 355-7070



**From:** [Carl Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Today  
**Date:** Tuesday, April 03, 2012 7:28:35 AM

---

Amen!!

--- On **Sun, 4/1/12**, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)> wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Today  
To: "Amy" <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>, "Anita" <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>, "Carl and Drina Brunsting" <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>, "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Sunday, April 1, 2012, 12:31 PM

All --

It's a beautiful spring day here, on this 3rd anniversary of our dad's death. As I reminisce I can't help but wonder what our parents would think about the goings on. His presence, and now mother's, are always near me. This gives me comfort as I reflect upon the past, and strength as I go forward into the unknown.

There is one thing I **do** know. Those who have disgraced their memory and soiled the benevolence of their gift to all of us **will** be held to answer.

Your sister,

Candy

P14937

**From:** Carl Brunsting  
**To:** Candace Curtis  
**Subject:** Fw: Re: Emailing: Brunsting Farm Appraisal  
**Date:** Wednesday, April 04, 2012 7:29:52 AM

---

--- On **Wed, 4/4/12, Carl Brunsting <cbarch@sbcglobal.net>** wrote:

From: Carl Brunsting <cbarch@sbcglobal.net>  
Subject: Re: Emailing: Brunsting Farm Appraisal  
To: "Amy Brunsting" <at.home3@yahoo.com>  
Cc: "Bobbie Bayless" <bayless@baylessstokes.com>, "Anita Brunsting" <akbrunsting@suddenlink.net>  
Date: Wednesday, April 4, 2012, 9:23 AM

As there was no explanation regarding her plan to do so and I am not a mind reader, you are both required to notify both me AND my attorney about **anything pertaining to the trust.**

**I do not think that sending both of us emails about the goings on is asking for too much.**

It is not merely a courtesy to keep me informed of what is going on with the trust, but your inherent duty as trustees.

I do not appreciate any lectures from either of you when you were both specifically asked to keep my attorney informed.

Speaking of your duties to inform, I am also mystified as to why I have not been notified about **ANYTHING** regarding the sale of the house nearly one month ago.

**CARL**

--- On **Tue, 4/3/12, Amy Brunsting <at.home3@yahoo.com>** wrote:

From: Amy Brunsting <at.home3@yahoo.com>  
Subject: Re: Emailing: Brunsting Farm Appraisal  
To: "Carl Brunsting" <cbarch@sbcglobal.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Candace Curtis" <occurtis@sbcglobal.net>, "Anita Brunsting" <akbrunsting@suddenlink.net>  
Date: Tuesday, April 3, 2012, 7:13 PM

Carl,  
Bernard Matthews was working on a letter to Bobbie Bayless that included a copy of the farm appraisal so Anita didn't send her a duplicate copy of the appraisal. She sent it to your email address as a courtesy so you would know what is going on.

Amy

**P14938**

---

**From:** Carl Brunsting <cbarch@sbcglobal.net>  
**To:** 'Carole Brunsting' <cbrunsting@sbcglobal.net>; 'Candace Curtis' <occurtis@sbcglobal.net>; 'Amy Brunsting' <at.home3@yahoo.com>; Anita Brunsting <akbrunsting@suddenlink.net>  
**Sent:** Tuesday, April 3, 2012 3:59 PM  
**Subject:** Re: Emailing: Brunsting Farm Appraisal  
Anita;

I specifically requested that you also send anything regarding the Trust to me AND my attorney Bobbie Bayless. I see you have failed to do this. You are either being remarkably obtuse or openly defiant.

**CARL**

--- On Sun, 4/1/12, Anita Brunsting <akbrunsting@suddenlink.net> wrote:

From: Anita Brunsting <akbrunsting@suddenlink.net>  
Subject: Emailing: Brunsting Farm Appraisal  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Candace Curtis" <occurtis@sbcglobal.net>, "Amy Brunsting" <at.home3@yahoo.com>, "Carl Brunsting" <cbarch@sbcglobal.net>  
Cc: "Candace Freed" <candace@vacek.com>, "Bernard Mathews" <texlawyer@gmail.com>  
Date: Sunday, April 1, 2012, 10:49 PM

Attached for your review is the farm appraisal document. Anita

**P14939**

**From:** [Carl Brunsting](#)  
**To:** [Candace Curtis](#)  
**Subject:** Re: Brunsting Family Living Trust  
**Date:** Saturday, April 07, 2012 12:35:09 PM

---

Glad you're on my side!!  
Carl

--- On **Sat, 4/7/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Re: Brunsting Family Living Trust  
To: "Bernard Mathews" <[texlawyer@gmail.com](mailto:texlawyer@gmail.com)>, [bayless@baylessstokes.com](mailto:bayless@baylessstokes.com), [cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)  
Cc: "Anita Brunsting" <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>, "Amy Brunsting" <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>, "Candace Freed" <[candace@vacek.com](mailto:candace@vacek.com)>, "Carl and Drina Brunsting" <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>  
Date: Saturday, April 7, 2012, 12:05 PM

All --

I have included my impression of the recent receipt of documents and the associated communications. Please see attached.

Sincerely,

Candace Curtis  
1215 Ulfinian Way  
Martinez, CA 94553  
925-759-9020  
[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)

---

**From:** Bernard Mathews <[texlawyer@gmail.com](mailto:texlawyer@gmail.com)>  
**To:** [bayless@baylessstokes.com](mailto:bayless@baylessstokes.com); [occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net); [cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)  
**Cc:** Anita Brunsting <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>; Amy Brunsting <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>; Candace Freed <[candace@vacek.com](mailto:candace@vacek.com)>  
**Sent:** Thu, April 5, 2012 12:23:05 PM  
**Subject:** Brunsting Family Living Trust

Additional documents related to homestead and farm land.

--  
Bernard Lilse Mathews, III  
Attorney at Law

**P14940**

Green & Mathews, LLP  
14550 Torrey Chase Blvd., Suite 245  
Houston, Texas 77014

(281) 580-8100  
(281) 580-8104 (fax)

e-mail: [texlawyer@gmail.com](mailto:texlawyer@gmail.com)

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**From:** [Carole Brunsting](#)  
**To:** [Amy](#); [Anita](#); [Candace Curtis](#)  
**Cc:** [Carl and Drina Brunsting](#); [Drina Brunsting](#)  
**Subject:** Re: Status  
**Date:** Saturday, April 28, 2012 6:22:10 AM

---

Candy,  
How dare you speak to me like this. We are going to discuss this email that you just sent to me but it will not be back and forth over email. It will be over the phone or in person. Tell me what time to call you tonight and we will talk about this email or we can wait until you are in Houston and we can speak face to face. Your choice.  
Carole

--- On **Fri, 4/27/12**, **Candace Curtis** <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)> wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Status  
To: "Amy" <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>, "Anita" <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>, "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Cc: "Carl and Drina Brunsting" <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>, "Drina Brunsting" <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Date: Friday, April 27, 2012, 11:38 PM

Carole, Amy and Anita,

I will be in Houston over the weekend of May 18th. Rik is performing at a benefit for U.S. Vets at Reliant Stadium. You may ask yourself "why is she telling us this?"

I am telling you this because... I am sick and tired of all this fucking around. The three of you are class A felons. Your crimes were "CONFESSED" to in the quasi-schedules attached to Amy and Anita's moron attorney's arrogant letter. These crimes were committed while our elderly Mother was still alive, which kicks the felony up to the next level (follow the link below and then read the Texas Penal Code). If you don't have the smarts to try to settle this amongst ourselves, before May 18th, I would suggest you consult with a criminal attorney and stop wasting your time and money with a used car salesman. If I do not have a valid and responsible offer by the time I reach Houston, I will retain counsel at public expense, by dropping in at the Harris County District Attorney's Office and filing a criminal complaint. They will probably refer me to the local police agency, but that's just a formality.

**P14942**

The case below is one of many. This could be what happens to you. I suggest you read it carefully. If I have to turn the dogs loose, the whole notion of resolving this matter within the family goes out the window. You see it every day in criminal court. When a defendant comes up for sentencing the lawyer is talking about all of the propitiation and everything the defendant has done to pay restitution and to set things right. That's when he finds out his propitiation is worth less than, than it would have been had he accepted the kind of offer I am giving you. Don't wait until after you have been arrested to try to make things right. There is no way in hell you are going to get away with it. Are you so spastic that you cannot understand that you are exposed? That you have to answer and that it all comes out? All you can do by fighting the inevitable is to make yourselves more culpable.

<http://www.law.com/jsp/tx/PubArticleTX.jsp?id=1202424168006&slreturn=1>

By the way, I'm still suing you in federal court, despite what your dumb-ass excuse for an attorney told you. Clown school 101 is just about over. Next semester is all about crying.

Have a great weekend.

Your sister,

Candy

**From:** [Carole Brunsting](#)  
**To:** [Amy](#); [Anita](#); [Candace Curtis](#)  
**Cc:** [Carl and Drina Brunsting](#); [Drina Brunsting](#)  
**Subject:** Re: Status  
**Date:** Saturday, April 28, 2012 6:37:37 AM

---

For that matter if any of the rest of the family on this email feels that they have something they want to say to me, please let me know and you can call me or I would be happy to meet with you face to face. I have nothing to hide or apologize for and I am tired of being threatened and bullied. Please let me know the time and place and I will either meet with you in person or be available by phone.

--- On **Fri, 4/27/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

From: Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>  
Subject: Status  
To: "Amy" <[at.home3@yahoo.com](mailto:at.home3@yahoo.com)>, "Anita" <[akbrunsting@suddenlink.net](mailto:akbrunsting@suddenlink.net)>, "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Cc: "Carl and Drina Brunsting" <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>, "Drina Brunsting" <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Date: Friday, April 27, 2012, 11:38 PM

Carole, Amy and Anita,

I will be in Houston over the weekend of May 18th. Rik is performing at a benefit for U.S. Vets at Reliant Stadium. You may ask yourself "why is she telling us this?"

I am telling you this because... I am sick and tired of all this fucking around. The three of you are class A felons. Your crimes were "CONFESSED" to in the quasi-schedules attached to Amy and Anita's moron attorney's arrogant letter. These crimes were committed while our elderly Mother was still alive, which kicks the felony up to the next level (follow the link below and then read the Texas Penal Code). If you don't have the smarts to try to settle this amongst ourselves, before May 18th, I would suggest you consult with a criminal attorney and stop wasting your time and money with a used car salesman. If I do not have a valid and responsible offer by the time I reach Houston, I will retain counsel at public expense, by dropping in at the Harris County District Attorney's Office and filing a criminal complaint. They will probably refer me to the local police agency, but that's just a formality.

The case below is one of many. This could be what happens to you. I

**P14944**



suggest you read it carefully. If I have to turn the dogs loose, the whole notion of resolving this matter within the family goes out the window. You see it every day in criminal court. When a defendant comes up for sentencing the lawyer is talking about all of the propitiation and everything the defendant has done to pay restitution and to set things right. That's when he finds out his propitiation is worth less than it would have been had he accepted the kind of offer I am giving you. Don't wait until after you have been arrested to try to make things right. There is no way in hell you are going to get away with it. Are you so spastic that you cannot understand that you are exposed? That you have to answer and that it all comes out? All you can do by fighting the inevitable is to make yourselves more culpable.

<http://www.law.com/jsp/tx/PubArticleTX.jsp?id=1202424168006&slreturn=1>

By the way, I'm still suing you in federal court, despite what your dumb-ass excuse for an attorney told you. Clown school 101 is just about over. Next semester is all about crying.

Have a great weekend.

Your sister,

Candy

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Re: Status  
To: "Carole Brunsting" <cbrunsting@sbcglobal.net>, "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>  
Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>  
Date: Saturday, April 28, 2012, 11:13 AM

Dear Carole,

Our Mother's estate was looted and robbed while she was sick and dying, under your watch, and you have the audacity to ask me how I can speak to you like this?

The time and place for this discussion will be set by the court. First it will be by deposition in a public forum and then it will be on the witness stand. The way it is going, you may end up in two courts - one civil and the other criminal. All discussions will be under oath and all of the questions and answers will be made a part of the public record. You will be able to explain how you managed, along with Amy and Anita, to collectively purloin over half a million dollars in 15 months **that we know of**, while Mother was still alive. You will need to show what those funds were used for. I suggest you start looking through your car for all the receipts and other paperwork, because that's where you seem to misplace everything. If you have nothing to hide you should have no problem whatsoever proving that. However, I suggest that you consult with a criminal attorney for advice, since misappropriating fiduciary assets while the aged victim yet lives, is NOT related to probate or trust administration, and can cause you to be convicted and incarcerated. Make no mistake about it - this is not a threat.

I have never threatened or bullied you. You have been lying to me all along. You are just as guilty as Amy and Anita and Texas has what they call "aiding and abetting breach of fiduciary". You conspired and took what did not belong to you and you think because you were not the trustee that you are not liable? One who aids and abets breach of fiduciary, adopts the fiduciary relationship upon themselves, and are just as guilty as the trustees. New research reveals the possibility of RICO act charges.

[http://en.wikipedia.org/wiki/Racketeer\\_Influenced\\_and\\_Corrupt\\_Organizations\\_Act](http://en.wikipedia.org/wiki/Racketeer_Influenced_and_Corrupt_Organizations_Act)

At first glance you may dismiss this out of hand because it does not appear to

**P14946**

apply. However, if you manage to read and comprehend to the very end, you will see that the shoe fits all of you. Because it now appears to be a conspiracy, you are all joined at the hip. Don't worry, they might house family together in the penitentiary.

Any of you wearing these shoes, thinking you have nothing to worry about, need to get a grip on reality. My patience has been tried and is wearing thin, not to mention the emotional distress involved in contemplation of putting my own sisters in prison. Denial and excuses, where evidence of transactions and financial records are the appropriate responses, is going to end my tolerance in short order.

It is obvious why you would seek to discuss these matters mano y mano, in a forum where the dialog is hearsay, but I have NOTHING to hide and am above reproach in every way. I am available by phone 24/7.

As far as an apology, I have had enough of your excuses. You will suffer the consequences of your actions, whatever they turn out to be. If the promise of justice seems like a threat, then you should reevaluate your claims.

C

---

**From:** Carole Brunsting <cbrunsting@sbcglobal.net>  
**To:** Amy <at.home3@yahoo.com>; Anita <akbrunsting@suddenlink.net>; Candace Curtis <occurtis@sbcglobal.net>  
**Cc:** Carl and Drina Brunsting <cbarch@sbcglobal.net>; Drina Brunsting <drinabrunsting@sbcglobal.net>  
**Sent:** Sat, April 28, 2012 6:37:38 AM  
**Subject:** Re: Status

For that matter if any of the rest of the family on this email feels that they have something they want to say to me, please let me know and you can call me or I would be happy to meet with you face to face. I have nothing to hide or apologize for and I am tired of being threatened and bullied. Please let me know the time and place and I will either meet with you in person or be available by phone.

--- On Fri, 4/27/12, Candace Curtis <occurtis@sbcglobal.net> wrote:

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: Status  
To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>  
Date: Friday, April 27, 2012, 11:38 PM

Carole, Amy and Anita,

I will be in Houston over the weekend of May 18th. Rik is performing at a benefit for U.S. Vets at Reliant Stadium. You may ask yourself "why is she telling us this?"

P14947

I am telling you this because... I am sick and tired of all this fucking around. The three of you are class A felons. Your crimes were "CONFESSED" to in the quasi-schedules attached to Amy and Anita's moron attorney's arrogant letter. These crimes were committed while our elderly Mother was still alive, which kicks the felony up to the next level (follow the link below and then read the Texas Penal Code). If you don't have the smarts to try to settle this amongst ourselves, before May 18th, I would suggest you consult with a criminal attorney and stop wasting your time and money with a used car salesman. If I do not have a valid and responsible offer by the time I reach Houston, I will retain counsel at public expense, by dropping in at the Harris County District Attorney's Office and filing a criminal complaint. They will probably refer me to the local police agency, but that's just a formality.

The case below is one of many. This could be what happens to you. I suggest you read it carefully. If I have to turn the dogs loose, the whole notion of resolving this matter within the family goes out the window. You see it every day in criminal court. When a defendant comes up for sentencing the lawyer is talking about all of the propitiation and everything the defendant has done to pay restitution and to set things right. That's when he finds out his propitiation is worth less than, than it would have been had he accepted the kind of offer I am giving you. Don't wait until after you have been arrested to try to make things right. There is no way in hell you are going to get away with it. Are you so spastic that you cannot understand that you are exposed? That you have to answer and that it all comes out? All you can do by fighting the inevitable is to make yourselves more culpable.

<http://www.law.com/jsp/tx/PubArticleTX.jsp?id=1202424168006&slreturn=1>

By the way, I'm still suing you in federal court, despite what your dumb-ass excuse for an attorney told you. Clown school 101 is just about over. Next semester is all about crying.

Have a great weekend.

Your sister,

Candy

From: Candace Curtis <occurtis@sbcglobal.net>  
Subject: I am telling you these things for your own good, as your big sister  
To: "Amy" <at.home3@yahoo.com>, "Anita" <akbrunsting@suddenlink.net>, "Carole Brunsting" <cbrunsting@sbcglobal.net>  
Cc: "Carl and Drina Brunsting" <cbarch@sbcglobal.net>, "Drina Brunsting" <drinabrunsting@sbcglobal.net>  
Date: Saturday, April 28, 2012, 6:33 PM

First let me say, I don't owe any of you jack shit. You owe me an explanation - as a matter of law. I find it hard to believe that you are so obtuse that you are blind to the reality here.

Let's start with Schedule E

Beginning 1/3/11 there are online banking transfers to Carole/mom. Pursuant to the Accounting, "...A separate account under the management and control of Nelva Brunsting and Carole Brunsting was utilized for Nelva's medical and household expenses, and transfers to Carole for this purpose are listed in this schedule, since the trustees do not have the records of this account." The last transfer recorded is dated 11/10/11, the day before Mom's death. The total amount transferred in a less than 10 month period is **\$99,166.20** which equates to \$9,916.62 per month, or \$2,479.16 per week, or \$354.17 per day, or \$14.76 per hour. While the stated purpose of the account is for "Nelva's medical and household expenses, it is unclear what constitutes medical OR household expenses, since there are medical payments directly from the trust account, as well as utility payments and groceries. **Carole, if you ever have to give a deposition, you will have to supply documentation for every penny of this money beforehand. Hopefully you can demonstrate that all of it went for Mom's medical and household expenses.** I am sure some portion of this went to caregivers, and I know they were expensive. Also, on 4/11/11, two identical transfers, in the amount of \$3,000.00, were

recorded. Perhaps it is a duplicate, perhaps not. We will find out when we see the bank statement covering that period.

I could be mistaken Carole, but I seem to recall you had the Bluebonnet Credit Union card. This is listed as being for household/medical, and a total of \$5,855.15 was paid to this account.

Something you may not know is, **OUR FATHER DID NOT BELIEVE IN CREDIT AND DID NOT USE CREDIT CARDS UNLESS ABSOLUTELY NECESSARY, AT WHICH TIME HE PAID THEM OFF IMMEDIATELY. HE ALSO ALWAYS PAID CASH FOR CARS!**

Anita, you tried to "excuse" the payment of your personal credit card bills out of Mom's account with the notion that you were owed trustee compensation pursuant to some agreement you had with Mother. **You will need to produce the agreement before you give your deposition.** B of A began 3/1/11 and Chase began 6/6/11, with the last payments made 11/7/11 and 11/8/11 respectively. Comparing Schedule E to H, B of A on E = \$27,700.98 and on H = \$21,503.77. ??????? Your credit card usage appears to be irresponsible and beyond your means. If true, and it continues, you will be putting your financial future and that of Luke and Katie in jeopardy. Do the math and you will find your usage equates to more than \$61,500.00 per year. You must make a huge salary at the college to afford that. What will happen when you are a convicted felon, in prison or out? I doubt the college would allow you to come back. How did Dad know to ONLY make you trustee of an IRREVOCABLE trust back in 1996???? Because he was a very smart man and knew his children better than they knew themselves.

Amy, it appears that you had little to do with the looting of Mom's trust account until just 4 days before her death, when both you and Anita received \$10k each, labeled "for future trust exp" and "redeposited into new Surv Trust acct". It is interesting to note that on 11/22/11 a new trust account was opened with \$500.00, and on 11/25/11 a \$25k online banking transfer "to start fund new trust acct" was made. What's up with all that? Where is my trust account? Were you unaware of Carole and Anita's pilfering, or was the Exxon stock a bribe for your silence

and corroboration? On March 6, 2012, you swore under oath that I am "disgruntled with the amount of information and accounting I and my sister have provided", that my contentions are "totally meritless", and that I am the "only one of five heirs who has taken this position". I give. You **are** the psychotic husband beating, child beating, ranting, raving, holy roller religious fanatic, and just plain mean lunatic I have continued to defend for more than 30 years. You kicked me in the teeth with your affidavit in support of removal of an **imaginary lis pendens**. Now what?

The next installment will analyze income and disbursements. Carole, you said you were an accountant. Did you lie about that too? Despite what you may think, I have a fun and exciting life outside of all of this, and I will never allow you to ruin it with your greed, stupidity, and ignorance.

The cat's out of the bag and the jig is up. You can't run and you can't hide.

Think about it! ME =  YOU =  I see  behind bars.

**From:** [Carole Brunsting](#)  
**To:** [Amy](#); [Anita](#); [Candace Curtis](#)  
**Cc:** [Carl and Drina Brunsting](#); [Drina Brunsting](#)  
**Subject:** Re: The most humorous aspect  
**Date:** Sunday, April 29, 2012 9:24:49 AM

---

Candy,  
I am enjoying my weekend because I have nothing to hide and nothing to apologize for so go wherever you want to on Monday morning. Like I said in my previous email, if you want to speak over the phone or face to face when you are in Houston please let me know.  
Carole

--- On **Sun, 4/29/12, Candace Curtis <[occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)>** wrote:

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Cc: "Carl and Drina Brunsting" <[cbarch@sbcglobal.net](mailto:cbarch@sbcglobal.net)>, "Drina Brunsting" <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Date: Sunday, April 29, 2012, 10:24 AM

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Follow the money on the schedules yourself. Put together a comprehensive time line based upon the dates you misappropriated, self-dealt and commingled, keeping in mind the penal code gauges the severity of the crime by the amount of money involved. Who got what, when, how, and for what purpose? It's a pretty sad sight. Bottom line (excuse my French), you're fucked.

P14952



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I will go to the DA's office with what I have. I will accuse each of you with a first degree felony and the DA will launch an investigation. It won't take them long before they issue an information or indictment. You will be prosecuted.

At that juncture, your counsel will have no choice but to file a petition in Carl's case and in the federal court to suspend the proceedings until the resolution of the criminal action. The reason for that is that if you continue to answer the questions that I am asking truthfully, you are guaranteed to be convicted in the criminal court. (If you lie in order to try to avoid the truth, you are just sinking yourselves in the tar baby.) So you will have to plead the 5th amendment to remain silent in the civil action because of the pending criminal action. They will suspend the civil actions pending the outcome of the criminal proceeding and the DA will prove my case without me having to lift a finger or pay one red cent.

The question you need to be asking yourselves right now is, what is stopping me from going to the DA first thing Monday morning? Who is going to squeal like a pig to save their own ass? I get the feeling that not all of you will have that option.

Enjoy the remainder of your weekend.

Your loving sister,

Candy

P.S. Am I the only one hearing banjos? 🎸

**From:** [Carole Brunsting](#)  
**To:** [drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)  
**Cc:** [occurtis@sbcglobal.net](mailto:occurtis@sbcglobal.net)  
**Subject:** Re: The most humorous aspect  
**Date:** Sunday, April 29, 2012 10:23:24 AM

---

Thank you Drina. Now it is perfectly clear what you and Candy think about me.

--- On **Sun, 4/29/12, Drina Brunsting <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>** wrote:

From: Drina Brunsting <[drinabrunsting@sbcglobal.net](mailto:drinabrunsting@sbcglobal.net)>  
Subject: Re: The most humorous aspect  
To: "Carole Brunsting" <[cbrunsting@sbcglobal.net](mailto:cbrunsting@sbcglobal.net)>  
Date: Sunday, April 29, 2012, 11:56 AM

She has nothing to hide? Gosh, it must be fucking St. Carole in the flesh. I am surprised her image has not appeared on some screen door somewhere or on a baked tortilla.

She has nothing to apologize for? She lied, spied, vascillated her loyalties constantly, gossiped and conspired , made a conscious decision to join in the fray in a sick and masochistic attempt to systematically dismantle her brother's life and family until we were very nearly & completely destroyed.

But they all fucking failed.

She got a wad of money that wasn't hers; all the while her brother's medical bills were piling up to the level of being obscene. She went along with the pirates and got paid off by them to keep quiet. She is the great pretender.

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**P14954**

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**From:** [Drina Brunsting](#)  
**To:** [Carole Brunsting](#)  
**Cc:** [Candy Curtis](#)  
**Subject:** Re: The most humorous aspect  
**Date:** Sunday, April 29, 2012 12:15:26 PM

---

The truth is, Carole, there simply are no words to express my real feelings for you, Amy or Anita for what you all have done and have attempted to do to Carl, me, Marta and Haley, and even my own father.

We did not deserve the ruthlessness, misery and heartache you three have imposed on us.

I now know beyond a shadow of a doubt that you all have hated me and my daughter all of your miserable lives. But I really could not care less anymore. Yes, it hurt a lot at first to be conspired against in the most ruthless and cold-blooded ways imaginable during the most terrifying and heartbreaking times of our whole lives. I was under the false impression that families actually pulled together during a tragedy, but I couldn't have been more wrong.

I simply did not know who I was dealing with. The severe cruelty you all imposed upon me during Carl's illness was nothing short of godless.

The betrayal your brother feels from you is the worst, because he was closest to you growing up and thought that he had least had your loyalty. Now he knows better. He has seen the pilfering sheets and just sat and shook his head in disbelief; saying he never in a million years would have done anything like that to any of his sisters.

Marta will not even call any of you her family any longer. You have to realize what she has witnessed the three of you doing to her mother and father all of this time. She saw me not able to sleep or swallow food for months to the point of losing 25 pounds. She was here when Carl's personality was so different & difficult, and it literally shattered her heart. She also knows all of the money you all have pilfered for yourselves and even the other grand kids, leaving out her dad and herself from just plain and simple meanness.

And that is really what you all three are all about summed up in one word only: MEAN.

And I cannot even begin to describe the pain this has all brought upon my own dear father. Your actions have affected him as well, and he had just lost his beloved son. Then the three of you put him through even more heartache and misery and worry, not to mention the fact that he supported us the whole time so I could get my husband well. He was the one who cared about Carl's recovery & future, not any of you.

None of you ever made one attempt to ask about our bills or help us out in any way. As a matter of fact, I was even told that you all had a good laugh when your mother's check to Carl had bounced after you all tried to talk her out of helping her sick son.

Can you get more evil than that? Carl had realized what had happened because YOU TOLD HIM, it scared him to death, and he called your mother for help because

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he had just had the clarity to realize he had lost everything. He was crying when he called her and I walked in on the conversation. It was heartbreaking to say the least.

You all watched and waited for us to go down, and attempted to even push us under.

I hate you all more than any words can ever describe. I relish the day when I never have to hear any of your miserable, rotten names again.

--- On **Sun, 4/29/12, Carole Brunsting <cbrunsting@sbcglobal.net>** wrote:

From: Carole Brunsting <cbrunsting@sbcglobal.net>  
Subject: Re: The most humorous aspect  
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Date: Sunday, April 29, 2012, 12:23 PM

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