

breach10p

Breach Agreement

The 1992 Trust Agreement was not recognized. This suggests that the 1992 Trust Deed will not be recognized.

The clauses "*Trustee Not Individually Liable*" in the Trust Agreement at bk8845p1453 and "*All real estate taxes on the property shall be shared by all the Beneficiaries*" in the Trust Agreement at bk8845p1454 was not recognized by the preparer of the lien or by the preparer of the summons.

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of (any) sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, the Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment. The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in-Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

Anthony O'Connell, Trustee
439 South Vista del Rio
Green Valley, Arizona 85614
November 6, 2010

Jean Nader
350 Fourth Avenue
New Kensington, PA 15068

Sheila O'Connell
663 Granite Street
Freeport, ME 04032

Reference: 2010 real estate taxes for Accotink

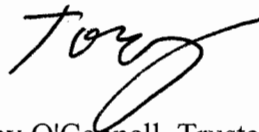
Dear Jean and Sheila,

The total real estate taxes for Accotink for 2010 are \$12,298.72. Please send me a check for your share of 1/3 of that amount or \$4,099.57 payable to Anthony O'Connell, Trustee. Please do not make your check payable in any other way than to Anthony O'Connell, Trustee.

Jean, you also owe me for 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009.

Sheila, you also owe me for 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, and 2009.

Love,



Anthony O'Connell, Trustee"

I paid the real estste taxes until I ran out of money

Year	tax	interest	years unpaid	*interest x years unpaid	interest + tax	1/3 (interest + tax)
1992	6976.80	697.68	20	13,953.60	21,648.08	7,216.03
1993	3484.20	348.42	19	6,619.98	10,471.60	3,490.53
1994	3484.20	348.42	18	6,271.56	10,122.18	3,374.06
1995	3484.20	348.42	17	5,923.14	9,772.76	3,257.59
1996	3693.00	369.30	16	5,908.80	9,987.10	3,329.03
1997	3690.00	369.30	15	5,539.50	9,613.80	3,204.60
1998	3690.00	369.30	14	5,170.20	9,243.50	3,081.17
1999	3690.00	369.30	13	4,800.90	8,873.20	2,957.73
2000	3693.00	369.30	12	4,431.60	8,505.90	2,835.30
2001	3693.00	369.30	11	4,062.30	8,135.60	2,711.87
2002	3996.30	399.63	10	3,996.30	8,402.23	2,800.74
2003	5555.39	555.54	9	4,999.85	11,119.78	3,706.59
2004	6220.50	622.05	8	4,976.40	11,826.95	3,942.32
2005	7267.26	726.73	7	5,087.08	13,088.07	4,362.69
2006	8731.80	873.18	6	5,239.08	14,850.06	4,950.02
2007	9168.39	916.84	5	4,584.20	14,674.42	4,891.47
2008	11374.35	1137.44	4	4,549.74	17,065.53	5,688.51
2009	12836.20	1283.62	3	3,850.86	17,973.68	5,991.23
2010	12298.72	1229.87	2	2,459.74	15,990.33	5,330.11
2011	8329.62	832.96	1	832.96	9,996.54	3,332.18
2012	8494.00	849.40	0	0.00	9,343.40	3,114.47
**totals	133850.93	13,385.99		103,257.79	250,704.71	83,568.24

* I computed interest at 10% simple interest.

(Fairfax County computes interest at 12% simple interest.)

** Penalties not included. ed. The penalties can be seen at "taxrecords1992-2012-24p"

*** I could not pay the real estate tax because I ran out of money. r

Sheila
OConnell
owes

Jean
Nader
owes

Anthony
OConnell
owes

7,216.03

3,490.53

3,374.06

3,257.59

3,329.03

3,204.60

3,081.17

2,957.73 2,957.73

2,835.30 2,835.30

2,711.87 2,711.87

2,800.74 2,800.74

3,706.59 3,706.59

3,942.32 3,942.32

4,362.69 4,362.69

4,950.02 4,950.02

4,891.47 4,891.47

5,688.51 5,688.51

5,991.23 5,991.23

5,330.11 5,330.11 ***5330.11

3,332.18 3,332.18 3,332.18

3,114.47 3,114.47 3,114.47

83,568.24

56,615.23

6,446.65



Taxing Authority Consulting Services, P.C.
Attorneys At Law

P.O. Box 1270 • Midlothian • Virginia • 23113-8270
(804) 545-2500 • Fax (804) 440-1171 • liens@taxva.com

***NOTICE OF LIEN AND DEMAND FOR PAYMENT UNDER
§ 58.1-3919 & § 58.1-3952 OF THE CODE OF VIRGINIA***

May 11, 2012

**TO: THE BLUE GRASS VALLEY BANK
Attn: Lien Department
LEGAL ORDER PROCESSING
PO BOX 6
BLUE GRASS, VA 24413**

There is no trust property in
Highland County, Virginia, only
the Trustee's individual property

**RE: ANTHONY M OCONNELL TR, 439 SOUTH VISTA DEL RIO GREEN VALLEY, AZ
85614**

**Fed ID: 225-52-7637 TACS #: 59140
Balance Due: \$27,669.42**

Taxing Authority Consulting Services, P.C. has been retained by the Fairfax County DTA to
collect delinquent taxes and other charges owed by the above referenced person/business.

It appears that you may have in your possession property of the Debtor, therefore pursuant to
Code of Virginia §58.1-3952, this LIEN is being issued against so much of the property of the
Debtor that may be in your hands or in any depository account. You are hereby directed to remit
such amount to our office, up to the balance due stated above.

This Lien shall be returnable within 14 days and unless you timely make reply and/or make
payment of this Lien, a Summons may be issued, commanding you to appear before the
appropriate court for interrogation on oath and such further proceedings and judgment as
may be proper, under the provisions of § 58.1-3919 and § 58.1-3952 of the Code of Virginia.

**Please return this form with your response to the address listed above and make
your check payable to Fairfax County DTA.**

Please direct any questions about this lien to our office at (804) 545-2500.

/S/

Mark K. Ames, Esq.

Pursuant to Code of Virginia §58.1-3934

RESPONSE:

- ☐ Payment Enclosed ☐ Full ☐ Partial
☐ No Funds available
☐ No Account/Account Closed
☐ Other _____



Anthony O'Connell <anthonymineroconnell@gmail.com>

Lien-please see attachment

Message

Anthony O'Connell <anthonymineroconnell@gmail.com>
To: Lisa Kodger <lisa@bluegrassvalleybank.com>
Cc: Anthony O'Connell <anthonymineroconnell@gmail.com>

Tue, Jul 24, 2012 at 12:05 PM

Lisa,

Thank you for responding. Can you tell me anything about the attached "Notice of Lien and demand" to Bluegrass Bank? Did your bank ever receive this?

Thank you.

Anthony O'Connell

 **tacs-bluegrass-lien-2p.pdf**
36K

Lisa Kodger <lisa@bluegrassvalleybank.com>
To: Anthony O'Connell <anthonymineroconnell@gmail.com>

Wed, Jul 25, 2012 at 5:54 AM

We did not receive this document. Any notice of tax liens come to us directly from the jurisdiction (locality, state or federal government) or through the court system and would not come from a private firm. If we would have received this document, we would not have responded.

Should you have additional questions, do not hesitate to contact me.

Lisa Kodger

[Quoted text hidden].

--
Lisa Kodger
Loan Officer
The Blue Grass Valley Bank
P.O. Box 516
Monterey, VA 24465
Phone (540) 468-1915
Fax (540) 468-1919
lisa@bluegrassvalleybank.com



Taxing Authority Consulting Services, P.C.
Attorneys At Law

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**NOTICE OF LIEN AND DEMAND FOR PAYMENT UNDER
§ 58.1-3919 & § 58.1-3952 OF THE CODE OF VIRGINIA**

July 26, 2012

**TO: FIRST AND CITIZENS BANK
Attn: Lien Department
LEGAL ORDER PROCESSING
195 W MAIN ST
MONTEREY, VA 24465**

There is no trust property in
Highland County, Virginia, only
the Trustee's individual property

**RE: ANTHONY M OCONNELL TR, 439 SOUTH VISTA DEL RIO GREEN VALLEY, AZ
85614**

Fed ID: 225-52-7637 TACS #: 59140

Balance Due: \$27,718.72

Taxing Authority Consulting Services, P.C. has been retained by the Fairfax County DTA to
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Debtor that may be in your hands or in any depository account. You are hereby directed to remit
such amount to our office, up to the balance due stated above.

This Lien shall be returnable within 14 days and unless you timely make reply and/or make
payment of this Lien, a Summons may be issued, commanding you to appear before the
appropriate court for interrogation on oath and such further proceedings and judgment as
may be proper, under the provisions of § 58.1-3919 and § 58.1-3952 of the Code of Virginia.

Please return this form with your response.

Please direct any questions about this lien to our office at (804) 545-2500.

/S/

Mark K. Ames, Esq.

Pursuant to Code of Virginia §58.1-3934

RESPONSE:

- ☐ Payment Enclosed ☐ Full ☐ Partial
☐ No Funds available
☐ No Account/Account Closed
☐ Other _____

(Office Copy)

How did "*Trustee Not Individually Liable*" and "*All real estate taxes on the property shall be shared by all the Beneficiaries*" in the Trust Agreement become this in the Summons?

18. Since 2009, Anthony has failed to pay the real estate taxes for the Property as required by the Land Trust Agreement. Currently, the amount of real estate tax owed, including interest and penalties, is approximately \$27,738.00.

19. Anthony has stated that he purposely did not pay the real estate taxes in order to force a sale of the Property and clear up the alleged title defects.

20. Since the real estate taxes are more than two years delinquent, Anthony's failure to pay may result in a tax sale of the Property. Anthony was notified of this possibility by a notice dated October 26, 2011, attached hereto as Exhibit D. In addition to the threatened tax sale, the Land Trust is incurring additional costs, including penalties, interest, and fees, that would not be owed if Anthony had paid the real estate taxes in a timely manner.

21. In May 2012, Jean, through her counsel, wrote a letter to Anthony requesting that he cooperate with a plan to sell the Property or resign as trustee. To date, Anthony has not expressed a willingness to do either, and still maintains that the alleged title defect and other "entanglements" must be resolved before any action can be taken towards a sale of the Property.

Count I: Removal of Anthony O'Connell as Trustee of Land Trust

22. The allegations of paragraphs 1 through 21 are incorporated by reference as if fully stated herein.

23. As trustee of the Land Trust, Anthony has a fiduciary duty to comply with the terms of the trust agreement, to preserve and protect the trust assets, and to exercise reasonable care, skill, and caution in the administration of the trust assets.

24. Anthony has breached his fiduciary duties by his unreasonable, misguided, and imprudent actions, including but not limited to, his failure to sell the Property and non-payment of the real estate taxes on the Property.