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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CONSERVATORSHIP OF THE ESTATE	)	
OF ROBERT MERLE HARROD,	)	No. 30-2009-00291267-
	)	PR-CE-LJC
Proposed Conservatee.	)	
	)	

DEPOSITION OF ANDREW HARROD, taken on behalf of the Petitioner, at 25 East Union Street, Pasadena, California, commencing at 9:49 a.m., on Monday, August 29, 2011, pursuant to Notice, before SHANNAN MINOR, CSR No. 12695, a Certified Shorthand Reporter, in and for the County of Los Angeles, State of California.

\*\*\*

1 APPEARANCES:

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22 Also Present:

23 Fontelle Harrod

24

25

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(Continued)

QUESTIONS INSTRUCTED NOT TO ANSWER

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INFORMATION REQUESTED

None.



1 PASADENA, CALIFORNIA; MONDAY, AUGUST 29, 2011

2 9:49 A.M.

3

4 ANDREW HARROD,

5 called as a witness by and on behalf

6 of the Petitioner, being first duly

7 sworn, was examined and testified

8 as follows:

9

10 EXAMINATION

11 BY MR. ALGORRI:

12 Q. Sir, I take it you're Andrew Harrod?

13 A. I am.

14 Q. What is your date of birth?

15 A. ~~October 12th, 19~~

16 Q. What is your current residence address?

17 MS. KEMP: I'm objecting to that. There's no

18 relevance. You can communicate with him through my

19 office.

20 BY MR. ALGORRI:

21 Q. Okay. You live at 408 Windflower Lane in  
22 Placentia?

23 A. No.

24 MS. KEMP: I'm objecting to that.

25 ///

1 BY MR. ALGORRI:

2 Q. When did you leave that residence?

3 A. July 30th or 31st of this year.

4 Q. Any particular reason you left that residence?

5 A. Yes, it was transferred back to my aunts.

6 MS. KEMP: Objection, misstates what happened,  
7 but I think there was a transfer to the trust; is that  
8 correct?

9 THE WITNESS: That's correct.

10 MR. ALGORRI: Counsel, you're coaching the  
11 witness, and I appreciate that. If you could just state  
12 your legal basis for your objection.

13 BY MR. ALGORRI:

14 Q. Your aunts you're referring to are whom?

15 A. Roberta Brady and Paula Borchner.

16 Q. Okay. What I'm going to do here today just by  
17 means of housekeeping is today you're here pursuant to a  
18 subpoena. There was also a notice with a document  
19 request. I'll just mark it as A. We'll go through the  
20 contents of it later.

21 (Petitioner's Exhibit A was marked  
22 for identification by the court  
23 reporter and is attached hereto.)

24 BY MR. ALGORRI:

25 Q. There's been an objection filed by your



1 attorney Julia Kemp. I will mark that as Exhibit B.  
2 We'll come back to that later.

3 (Petitioner's Exhibit B was marked  
4 for identification by the court  
5 reporter and is attached hereto.)

6 BY MR. ALGORRI:

7 Q. Just by means of background information, I  
8 take it you're married?

9 A. Yes.

10 Q. You have children?

11 A. Yes.

12 Q. How many?

13 A. [REDACTED]

14 Q. Your current employment, sir?

15 A. [REDACTED] and [REDACTED] is my employer.

16 Q. And how long have you been so employed?

17 A. A little over five years.

18 Q. All right. At some point in time did you  
19 acquire a house at 408 Windflower Lane in Placentia,  
20 California?

21 A. Yes.

22 Q. About what date was that, just roughly?

23 A. It would have been around the middle of 1999.

24 Q. Okay. I have here -- maybe I should have done  
25 it this way. We'll mark this as Exhibit C.



1 (Petitioner's Exhibit C was marked  
2 for identification by the court  
3 reporter and is attached hereto.)

4 BY MR. ALGORRI:

5 Q. That grant deed there, it shows a 1999 date.  
6 That obviously would refresh your recollection as to  
7 when you acquired that property?

8 A. It's dated June 15th, 1999.

9 Q. Okay. When you acquired that house, was it  
10 acquired using funds from the Harrod Family Trust?

11 A. Yes.

12 Q. What was the amount, the sum of money used  
13 from the Harrod Family Trust to acquire that property?

14 A. I don't recall specifically.

15 Q. All right. Let me move on here to D. I have  
16 here -- let me just identify it, then I'll show it to  
17 you. It says a short form deed of trust and assignment  
18 of rents.

19 (Petitioner's Exhibit D was marked  
20 for identification by the court  
21 reporter and is attached hereto.)

22 BY MR. ALGORRI:

23 Q. And does that document depict the sum of money  
24 you recall being used to acquire the house?

25 A. It does.

1 Q. Okay. All those moneys that are --

2 MS. KEMP: Excuse me.

3 MR. ALGORRI: Sure.

4 BY MR. ALGORRI:

5 Q. There's a sum of money I've highlighted there,  
6 300-and-something thousand dollars?

7 A. 325,000.

8 Q. All those moneys came from the Harrod Family  
9 Trust?

10 A. I don't recall. I wouldn't believe entirely  
11 no.

12 Q. Do you have an estimate as to how much moneys  
13 came from sources other than the Harrod Family Trust?

14 A. No, I do not.

15 Q. Can you tell us what your understanding was at  
16 the time you acquired the property, using moneys in part  
17 or in whole from the Harrod Family Trust, what the terms  
18 of repayment were to be to the Harrod Family Trust?

19 A. At that point in time I don't remember the  
20 specifics.

21 Q. Okay. Was there to be, as you recall, any  
22 monthly terms of payment?

23 A. Yes.

24 Q. What was the sum of money to be paid monthly?

25 A. I don't recall.



1 Q. All right. Do you recall the duration of the  
2 deed of trust? Was it, say, a 30-year note?

3 A. I -- I don't recall.

4 MS. KEMP: I'm going to object on vague and  
5 ambiguous as to the date of duration of the deed of  
6 trust.

7 BY MR. ALGORRI:

8 Q. Do you recall how much was actually paid for  
9 the house in 1999?

10 A. I believe the purchase price was 270,000.

11 Q. Can you tell us why it was that there was a  
12 deed of trust for an amount in excess of the purchase  
13 price of the house?

14 A. I can't recall.

15 Q. Can you tell us whether the amount of money in  
16 excess of the purchase price of the house borrowed from  
17 the Harrod Family Trust was used to start a business?

18 A. No, it was not.

19 Q. All right. Can you identify for us the  
20 financial institution that the moneys were deposited in  
21 that were in excess of the purchase price of the house?

22 A. No, I cannot.

23 Q. At that point in time in 1999, did you have a  
24 bank that you regularly dealt with?

25 A. I'm sure I did. I can't -- I can't recall the



1 specific bank, though.

2 Q. Okay. Moving on here, we'll mark this as next  
3 in order.

4 MR. ALGORRI: I think we're up to E, is it,  
5 Ms. Reporter.

6 (Petitioner's Exhibit E was marked  
7 for identification by the court  
8 reporter and is attached hereto.)

9 BY MR. ALGORRI:

10 Q. All right. This is -- I'll identify it and  
11 hand it to you. Short form deed of trust and assignment  
12 of rents. And let me show you that document there, sir.

13 You've seen that document before today, I take  
14 it?

15 A. Yes.

16 Q. All right. Okay. Now, on that there's a sum  
17 of money of what? 700 and --

18 A. 735,000.

19 Q. What was the purpose of acquiring a sum of  
20 money in that amount?

21 MS. KEMP: Objection, it misstates the  
22 evidence. If you want to ask another type of question.  
23 I think that's assuming facts not in evidence.

24 BY MR. ALGORRI:

25 Q. Okay. Well, do you dispute that there was a

1 deed of trust for \$735,000 taken out on that house?

2 A. No.

3 Q. Okay. All right. What was the money used  
4 for?

5 MS. KEMP: Same question. There was -- you're  
6 assuming facts not in evidence. There's a deed of  
7 trust, but you haven't --

8 MR. ALGORRI: There's been no facts  
9 established. We just want to know what the facts are.

10 MS. KEMP: Well, there's no facts that there  
11 was money obtained in regards to the deed of trust.  
12 There is a deed of trust.

13 BY MR. ALGORRI:

14 Q. Okay. So you acquired no cash as a result of  
15 that deed of trust?

16 A. I did not say that, no.

17 Q. You did not say that?

18 A. No.

19 Q. Okay. So you take out a deed of trust for  
20 \$735,000 on your residence. What was your purpose in  
20 \$735,000 on your residence. What was your purpose in  
21 doing so?

22 A. My grandfather had offered to refinance the  
23 house and had cash that he wanted to invest.

24 Q. All right. So you already had a deed of trust  
25 for 200-odd-thousand dollars based upon that document



1 we've marked as -- let me reach over here -- as  
2 Exhibit D. What did you do with the additional whatever  
3 the difference is there?

4 A. There were loans between these to.

5 Q. Okay. Those loans were made to you?

6 A. They weren't involving my grandfather.

7 Q. Okay. They were loans made to third parties?

8 A. No.

9 Q. Okay. You're talking about loans, what were  
10 these loans for?

11 A. This loan was paid off. This loan was  
12 started. The two were not connected.

13 Q. All right. So you used the loan marked as  
14 Exhibit D to pay off --

15 A. No.

16 Q. Exhibit E, I'm sorry.

17 MS. KEMP: I'm objecting to the  
18 mischaracterization. It's a deed of trust, not a loan.

19 MR. ALGORRI: Okay.

20 BY MR. ALGORRI:

21 Q. So you used the deed of trust marked as  
22 Exhibit E to pay off D?

23 A. No.

24 Q. You didn't. Okay. Now, just so I'm clear  
25 here, you got a deed of trust for \$735,000; you



1 mentioned that it was to -- for the purpose of loans; am  
2 I correct or incorrect?

3 A. There were -- a portion of it, yes.

4 Q. Okay. Now these loans, I've never spoken to  
5 you about these loans before, I've never met you, what  
6 were these loans for?

7 A. The loan that was -- that was provided --

8 MS. KEMP: Objection, what's the relevance of  
9 the question?

10 BY MR. ALGORRI:

11 Q. You can answer the question.

12 MS. KEMP: No. I'm gonna stop here and ask  
13 what the relevance is as to what he did with the money?

14 MR. ALGORRI: He's acquired significant sums  
15 of money from the Robert Harrod Trust. We're entitled  
16 to know what happened to the money and where it went.

17 MS. KEMP: That's not the question you asked.  
18 You asked what they were for.

19 MR. ALGORRI: Excuse me, Miss, you're asking  
20 for an offer of proof, and I'm being kind and giving you  
21 one. Unless there's an instruction not to answer --

22 MS. KEMP: Unless you tell me the  
23 significance -- and if you'd like to read back the  
24 question, the question was what they were for. In other  
25 words, if you're asking if he went to Europe or if there

1 was medical needs of his family, I don't see the  
2 relevance of that. If you want to ask a different  
3 question and say, where are those funds now, or --  
4 that's a different question.

5 MR. ALGORRI: Well, we're entitled to know  
6 what happened to the money. All we want to know is what  
7 happened to this money. Okay?

8 MS. KEMP: How are you -- why are entitled to  
9 know what happened to the money?

10 MR. ALGORRI: Because there's been estate  
11 money used to do something with that we don't know.  
12 What's so complicated about that? So unless that's an  
13 instruction not to answer, Counsel --

14 MS. KEMP: I think you need to rephrase your  
15 question.

16 MR. ALGORRI: -- we can take it up with the  
17 court.

18 No, I'm not. I want to know what happened to  
19 the money that he acquired as a result of this trust  
20 deed that we've marked as Exhibit E. Simple as that.

21 THE WITNESS: Do you want me to answer?

22 MS. KEMP: Yes.

23 THE WITNESS: I only received a portion of the  
24 money, and the money went to go pay -- to pay off a loan  
25 that I had on the house.



1 BY MR. ALGORRI:

2 Q. Did you make any payments towards this trust  
3 deed we've marked as Exhibit E?

4 A. Yes.

5 Q. Now, can you tell me your recollection of what  
6 the terms of the repayment were?

7 A. Yes. It was a 40-year loan, five percent, and  
8 the payment was approximately -- I don't recall the  
9 exact amount, but it was approximately 3,800 a month, I  
10 think.

11 Q. All right. These payments, you made them  
12 regularly, I take it?

13 A. Yes.

14 Q. Were they due at any particular day of the  
15 month?

16 A. I don't recall.

17 Q. Up until the time of Bob's disappearance, were  
18 you ever late or delinquent in paying this 3,800 dollar  
19 a month payment?

20 A. Never.

21 Q. All right. Okay. Now, up until July of '09  
22 you made this payment of \$3,800 monthly; is that  
23 correct?

24 A. Yes.

25 Q. And this payment would go to whom?



1 A. Rob Harrod.

2 Q. All right. Would you mail it directly to him  
3 or would it go to a financial institution?

4 A. Would go directly to him.

5 Q. All right. So according to our records -- and  
6 correct me if I'm wrong -- up until July --

7 Through July of '09 you had made payments of  
8 \$3,800 monthly towards that deed of trust we've marked  
9 as Exhibit E; correct?

10 A. That's correct.

11 Q. Now, in August of '09 you stopped making  
12 payments on that deed of trust; correct?

13 A. Correct.

14 Q. Why was it?

15 A. Because my grandfather was missing.

16 Q. At that point in time did you have any  
17 conversation with your aunts about to whom payment  
18 should be made in light of your grandfather being  
19 missing?

20 A. Not that I recall.

21 Q. Did it ever occur to you back at the time that  
22 you stopped making these payments in August of '09 that  
23 your grandfather could resurface?

24 A. Yes.

25 Q. What was your intention, if you had one at

1 all --

2 MS. SRIVASTAV: Objection, speculation. You  
3 can answer.

4 MR. ALGORRI: Well the question is not even  
5 done, but I'll note your objection.

6 MS. SRIVASTAV: I'm just putting it on the  
7 record. I'm not telling him not to answer.

8 MR. ALGORRI: Okay. Nor can you.

9 BY MR. ALGORRI:

10 Q. What was your intention, if he were to have  
11 resurfaced, in terms of dealing with the arrearages owed  
12 on that deed of trust?

13 MS. KEMP: Objection, relevance. What is --  
14 what is the relevance of the question you're asking,  
15 sir?

16 BY MR. ALGORRI:

17 Q. Did you have an intent to start repaying him  
18 again?

19 MS. KEMP: What's the relevance of that  
20 question?

21 MR. ALGORRI: It's going to wasting the assets  
22 of the trust. I would think Indu would want to know  
23 that as much as I would.

24 MS. KEMP: The specifics are what happened to  
25 the money and how much money was paid back. His



1 intentions would not be relevant.

2 MR. ALGORRI: Counsel, if you want to argue  
3 the case, we've got a trial date set on that. I'm here  
4 to ask questions. Unless there's a valid legal  
5 objection and instruction not to answer, let's just go  
6 forward.

7 MS. KEMP: I have a lot of issues with the  
8 fact that he's not a party to this. He's been a victim  
9 of a lot of abuse on the Internet, and he has emotional  
10 ties to a grandfather who disappeared. And you're  
11 here --

12 He's not a party to any of these items that  
13 you're discussing or any trust matters or conservator  
14 matters. I think you have a purpose, I'm assuming, in  
15 bringing him here today, and if your purpose is to  
16 discuss what happened to assets in the trust, what his  
17 intentions were, what his feelings are today, those are  
18 not relevant.

19 MR. ALGORRI: Okay. Let's do this -- let me  
20 just state one thing once and for all: As I see it,  
21 he's ripped off the trust for about \$700,000. We're  
22 entitled to get to the bottom of it. That affects both  
23 Indu's clients as well as my client.

24 We want to know what happened to the money,  
25 why he quit paying, and what was his intentions in light



1 of his father's [sic] disappearance, if he ever intended  
2 to resume paying on the note. Okay. That's my offer of  
3 proof to you, and I'm being generous. I don't have to  
4 offer that.

5 MS. KEMP: Well, I am instructing him not to  
6 answer the type of question that you're asking him about  
7 what his intentions were, what his feelings were.

8 If you want to ask questions regarding assets  
9 of -- what you consider are trust assets, then ask him  
10 that, but don't try to delve into what his personal  
11 feelings were or what his personal intentions were at  
12 one time or another because that's irrelevant.

13 MR. ALGORRI: Okay. And your grounds for  
14 objection is one of relevance; is that correct?

15 MS. KEMP: It's also invasion of privacy and  
16 it's harassment.

17 MR. ALGORRI: Okay.

18 MS. KEMP: There's nothing that you're  
19 describing that would be of benefit to you to establish  
20 a trust asset.

21 BY MR. ALGORRI:

22 Q. Okay. So on advice of your counsel you're not  
23 going to answer the question; is that correct, sir?

24 THE WITNESS: Is that correct?

25 MS. KEMP: That is correct.

1 MR. ALGORRI: Okay. So let me give notice  
2 that on September 1st, 2011, at 1:30 in Department L73  
3 I'm going to move for an order shortening time to ask  
4 the court to compel this man to answer the questions.

5 Okay?

6 MS. KEMP: Answer that specific question?

7 MR. ALGORRI: That's right.

8 MS. KEMP: I have no problem with that.

9 MR. ALGORRI: And at that time I'll be asking  
10 for substantial sanctions on the grounds that you are  
11 phrasing improper questions and frustrating my  
12 legitimate right to discovery. Okay.

13 MS. KEMP: Do you want to proceed or you want  
14 to stop now?

15 MR. ALGORRI: Oh, no, we're going to go  
16 forward.

17 MS. SRIVASTAV: Can you read back the question  
18 that you asked.

19 MR. ALGORRI: Ms. Reporter?

20 (The previous questions were read  
21 back by the court reporter as  
22 follows:

23 "QUESTION: What was your  
24 intention, if he were to have  
25 resurfaced, in terms of dealing with



1 the arrearages owed on that deed of  
2 trust?

3 "MS. KEMP: Objection, relevance.  
4 What is -- what is the relevance of  
5 the question you're asking, sir?

6 "QUESTION: Did you have an  
7 intent to start repaying him again?")

8 MS. SRIVASTAV: Okay. Thank you.

9 MR. ALGORRI: All right.

10 BY MR. ALGORRI:

11 Q. Did you set aside any funds to resume payments  
12 in the event your grandfather would have resurfaced?

13 A. Yes.

14 Q. And what financial institution did you place  
15 those funds?

16 A. I believe I was banking with Bank of America  
17 at the time.

18 Q. Are you still doing so?

19 A. No.

20 Q. How long did you contribute to this account  
21 we're talking about?

22 A. Approximately six months.

23 Q. Can you give me a ballpark estimate as to how  
24 much money had ultimately accumulated in that account  
25 until the time you stopped making contributions?



1           A.     It wasn't a specific account so it would have  
2 been part of my general accounts.

3           Q.     Okay. The call of the question was I was  
4 looking for an approximate sum of money. Can you give  
5 me an estimate as to how much money?

6           A.     I can't give an estimate.

7           Q.     Now, I just hauled off and started asking  
8 questions because we got kind of a late start here.  
9 Have you ever had your deposition taken before?

10          A.     No.

11          Q.     This is obviously a question and answer period  
12 under oath where I'm here to ask you a series of  
13 questions in connection with what you know about this  
14 whole issue involving the deeds of trust regarding the  
15 property you acquired through the funds of the Harrod  
16 trust. Okay.

17                 This will probably go about an hour to 90  
18 minutes. If you have any question along the way and you  
19 want to take a break with your attorney, feel free to do  
20 so.

21                 This is the same oath that you would be given  
22 in a court of law, brings with it the same obligation to  
23 tell the truth, same obligation as you would be in front  
24 of a judge and jury.

25                 Do you understand that?

1           A.       I do.

2           Q.       All right. Only one of us can talk at a time,  
3 as Ms. Reporter pointed out. I tend to be the worst  
4 violator of that rule. I'll try like heck to not do  
5 that, but I ask that you wait for me to finish my  
6 question before you attempt an answer.

7                   Obviously, it will give your attorney time to  
8 make an objection if she feels warranted. You've  
9 probably seen a little of that already. Also it makes  
10 it to where the record reads in a clean fashion. Okay.

11                   You'll be given an opportunity at the  
12 conclusion of this event to read over this transcript to  
13 make any changes or corrections that you deem necessary;  
14 however, if you make any changes or corrections and they  
15 are of a material nature, that can be commented upon at  
16 time of trial or hearing or whatever to this action and  
17 that could adversely affect your credibility.

18                   Do you understand that?

19           A.       I do.

20           Q.       All right. Because I will assume, unless you  
21 ask me to rephrase the question or somebody speaks up,  
22 that if you answer the question, that I will deem you to  
23 have fully understood it.

24                   Fair enough?

25           A.       (Simultaneous speaking).



1 Q. All right. We just spoke over each other.

2 A. Sorry. Okay.

3 Q. All right. Back on track here. Okay.

4 I asked today that you and your attorney bring  
5 a series of documents. The objections that are  
6 contained on Exhibit B are duly noted. Are there any  
7 documents here that are responsive to any of these  
8 requests?

9 MR. ALGORRI: Counsel, however you want to do  
10 it. You want to go through it one at a time, if you've  
11 got a lump sum, whatever it is you have, let's see what  
12 you got, and we can just start on that.

13 MS. KEMP: Actually, some of them you've  
14 already identified. There was -- we did go through  
15 certain deeds of trust that were in his former  
16 residence, and you have identified them.

17 I have a deed of trust from 1999, which I  
18 think you have identified already.

19 MR. ALGORRI: I think that is, just to keep  
20 the record straight, that would be probably Exhibit A.

21 MR. McGAUGHEY: No, Ernie, we don't have the  
22 deed of trust from -- pardon me for interrupting.

23 We do not have the deed of trust for '99. We  
24 have the one from '03 and I believe '07.

25 MR. ALGORRI: That's right.



1 MS. KEMP: All right. Here's one from '99.

2 MR. ALGORRI: Okay. So let me mark this just  
3 by means of identification deed of trust with assignment  
4 of rents dated 6/17/99. I don't want to write on it.  
5 This is your only copy or are these extras?

6 MS. KEMP: No, you can make copies from that  
7 one if you want to put a sticker on it.

8 MR. ALGORRI: Okay.

9 MS. KEMP: And I would request when we go back  
10 on the record that we -- that people attending the  
11 deposition be identified for the record.

12 I don't know who's here.

13 MR. ALGORRI: Okay. Well, present is  
14 obviously Ms. Harrod and Terry McGaughey, Indu, you, and  
15 Mr. Harrod.

16 MS. KEMP: And Terry McGaughey is?

17 MR. McGAUGHEY: I'm co-counsel with  
18 Mr. Algorri in this matter.

19 MS. KEMP: Okay. Thank you, sir.

20 MR. ALGORRI: We'll mark this as Objector's F.  
21 Okay. Let me take a peak at this. This is the deed of  
22 trust of assignment of rents marked as Exhibit F.

23 (Petitioner's Exhibit F was marked  
24 for identification by the court  
25 reporter and is attached hereto.)

1 MR. ALGORRI: All right. What else do you  
2 have there counsel?

3 MS. KEMP: I have the deed of trust from 2006.  
4 Is that one of the ones you've identified? I think you  
5 did.

6 MR. ALGORRI: Yes.

7 MS. KEMP: The document was recorded on  
8 October 11, 2006.

9 MR. ALGORRI: Yeah, I have that. That's E.

10 MS. KEMP: I have --

11 MR. ALGORRI: Let's get a pile going here.  
12 Excuse me.

13 MS. KEMP: Sure.

14 BY MR. ALGORRI:

15 Q. While your attorney is doing that, let me ask  
16 some preliminary questions here. Prior to coming here  
17 today, Mr. Harrod, did you review any documents?

18 A. Yes.

19 Q. Okay. Those documents that you reviewed are  
20 what? Are they the ones that your counsel is looking at  
21 here today?

22 A. Yes, they are.

23 Q. Aside from the ones that your attorney is  
24 picking through as we speak, have you reviewed any other  
25 documents, notes, whatever?



1           A.     I reviewed all my electronic and hard copy  
2 records.

3           Q.     When you say "electronic records," what are  
4 you talking about? E-mails?

5           A.     E-mail correspondence.

6           Q.     To whom were those e-mails received from -- or  
7 I misspoke.

8                     To whom were they sent?

9           A.     They were sent to my grandfather, Robert  
10 Harrod.

11          Q.     And did you have a chance to review any of the  
12 responses, if any, from your grandfather to you?

13          A.     The e-mails weren't from me.

14          Q.     Okay. Who were they from?

15          A.     Actually, let me correct. One e-mail was  
16 addressed from Frank Chicatelli to my grandfather. The  
17 other e-mail was from Frank Chicatelli to Bill Rabe.

18          Q.     Bill Rabe was the accountant?

19          A.     Correct.

20          Q.     Was your grandfather known to be an e-mail  
21 kind of person?

22          A.     No.

23          Q.     To your knowledge, he didn't have his own  
24 computer and his --

25          A.     No, he didn't.

1 Q. Okay. Remember we have to talk one at a time.

2 A. I apologize.

3 Q. No worries.

4 MS. KEMP: Okay. Did you want me to continue  
5 to produce the --

6 MR. ALGORRI: Yeah, there is E. What else do  
7 you have there?

8 MS. KEMP: I have a note from 2006.

9 MR. ALGORRI: We'll mark this as G. Okay. We  
10 already spoke about that.

11 Let me just hop around before -- I'm going to  
12 interrupt you, if you don't mind, Counsel.

13 MS. KEMP: Sure.

14 MR. ALGORRI: Take this one at a time here.

15 BY MR. ALGORRI:

16 Q. This deed of trust with assignment of rents  
17 we've marked as Exhibit F, I notice that it references  
18 the sum of \$250,000. That was the purchase price -- the  
19 initial purchase price of the house there that we talked  
20 about, the one you initially acquired?

21 A. I don't believe so.

22 Q. Okay. Yeah, actually at the top I see  
23 124 North May Avenue, Monrovia?

24 A. That's my grandfather's former address.

25 MS. KEMP: You have to wait for a question.



1 THE WITNESS: I'm sorry.

2 BY MR. ALGORRI:

3 Q. Oh, I see. That was obviously -- this May  
4 Avenue address, this is where Mr. Harrod lived before he  
5 moved down to Placentia; is that correct?

6 A. Yes.

7 Q. I spaced on you. I'm sorry. The \$250,000 was  
8 used for -- I'm sorry, did you say for the purchase of  
9 the house on Windflower?

10 A. (Inaudible response.)

11 MS. KEMP: You have to answer audibly.

12 THE WITNESS: Yes.

13 MR. ALGORRI: Okay. All right. Sorry,  
14 Ms. Kemp, I interrupted you. What else you got there?

15 MS. KEMP: We have a borrower's closing  
16 statement dated October 10, 2006.

17 Apparently some of these, because they're  
18 whole punched, they appear to be documents I may not  
19 have made copies for.

20 MR. ALGORRI: Okay. We'll have copies made of  
21 these before we leave.

22 MS. KEMP: And I have another letter from the  
23 escrow company dated October 11, 2006.

24 MR. ALGORRI: All right. And that, again, I'm  
25 sorry, is H.

1 BY MR. ALGORRI:

2 Q. These are documents -- the ones that we're  
3 going through today, you've seen all these prior to  
4 today's deposition, I take it?

5 A. Yes.

6 Q. These came from your own personal files?

7 A. Yes.

8 Q. I gotcha.

9 MR. ALGORRI: Okay. What else do you have  
10 there?

11 MS. KEMP: I have some additional documents  
12 which may not be responsive to your request regarding  
13 transfer deeds for the Placentia property, quitclaim  
14 deeds back and forth to the trust and to the -- to  
15 Mr. Andrew Harrod's trust. And a grant deed I think you  
16 have that from 1999.

17 Additionally I do have a copy of a recent  
18 check -- no, excuse me, this is -- I apologize. I  
19 thought this was a different check.

20 Is that what you have?

21 THE WITNESS: Yeah, that's fine.

22 MS. KEMP: Okay. This is a 10,000 dollar  
23 check dated --

24 THE WITNESS: No.

25 MS. KEMP: Right? 10/5/2006 -- oh, 610,000



1 dollar check. I'm sorry. I missed that one. That's a  
2 big miss.

3 MR. ALGORRI: All right. No worries. I've  
4 done worse. So we'll call this I.

5 BY MR. ALGORRI:

6 Q. This document that's just been handed us  
7 marked as Exhibit I for \$610,000, what was that for?

8 A. That was -- that was to pay off a loan on the  
9 house.

10 MS. SRIVASTAV: Can I look at that?

11 BY MR. ALGORRI:

12 Q. Now, I see there's been a few loans on that --

13 MS. KEMP: Excuse me, he wants to go off the  
14 record.

15 MR. ALGORRI: Go ahead and talk.

16 (A conference was held between the  
17 witness and his counsel.)

18 MR. ALGORRI: Back on the record and clarify  
19 something here. There's two Gs. All right. Just if I  
20 could, please, Ms. Reporter, Exhibit A is the notice of  
21 deposition, B is the objections filed by Ms. Kemp, C is  
22 the grant deed dated 6/17/99, D is the deed of trust  
23 dated 8/29/03.

24 BY MR. ALGORRI:

25 Q. Just as an aside while I'm on that, I notice,

1 Mr. Harrod, that the grant deed is dated June 17th of  
2 '99 yet there's a filing date of the deed of trust of  
3 two months later on 8/29/03.

4 As far as you know, is there any explanation  
5 as to why there's that two-month delay?

6 A. I honestly don't know.

7 MS. KEMP: Can I ask you again when was the  
8 grant deed recorded?

9 THE WITNESS: 8/23.

10 MS. KEMP: And when was the deed of trust  
11 recorded?

12 MR. ALGORRI: 6/17 -- I'm sorry, just so I'm  
13 clear, the deed of trust is dated 8/29/03, and the grant  
14 deed is dated 6/17.

15 MS. KEMP: It's not dated --

16 MR. McGAUGHEY: There's another deed of trust.

17 MR. ALGORRI: Hang on a second here. I'm  
18 getting all messed up here.

19 Oh, yeah, you're right. Okay. I'm totally  
20 mistaken, yeah. Let me take that back. Yeah, the deed  
21 of trust that would apply to the grant deed of 6/17/99  
22 in fact was filed on 6/17/99. It's just marked as  
23 Exhibit F. Okay. So back to where I was. So we've got  
24 the deed of trust dated 8/29/03 marked as D.

25 We have a deed of trust dated 10/11/06 marked



1 as E, we have a deed of trust dated 6/17/99 as F.

2 And then there's a borrower's closing  
3 statement dated 10/10 of '06 marked as G.

4 (Petitioner's Exhibit G was marked  
5 for identification by the court  
6 reporter and is attached hereto.)

7 MR. ALGORRI: And then what I have here is a  
8 deed of trust dated 10/2/06 marked as G as well. So  
9 what I will do is strike that out and mark that as H,  
10 which means the following exhibit, which is an escrow  
11 company letter from North Orange County Escrow dated  
12 October 11th of '06, that was H. That will now be I.

13 (Petitioner's Exhibits H and I were  
14 marked for identification by the  
15 court reporter and are attached  
16 hereto.)

17 MR. ALGORRI: And the check in the sum of  
18 \$610,000 dated 10/5 of '06, I will be stricken out, and  
19 that will be J.

20 (Petitioner's Exhibit J was marked  
21 for identification by the court  
22 reporter and is attached hereto.)

23 MR. McGAUGHEY: Just to clarify the record,  
24 that's not a check. I think it's a receipt.

25 MS. KEMP: And I would concur. I referred to

1 it as a check.

2 MR. ALGORRI: Thank you. That is a receipt.

3 BY MR. ALGORRI:

4 Q. Okay. Have we covered now all the loans and  
5 deeds of trust that were taken out on the property that  
6 you had there on -- what was that, Wildflower?

7 What's that street name?

8 A. Windflower.

9 Q. Windflower. Have we covered them all or was  
10 there other ones?

11 A. There were other ones, but not with my  
12 grandfather.

13 Q. Okay. That's what I'm really going for here.

14 A. Yes.

15 Q. The ones aside from your grandfather, they  
16 were with Countrywide?

17 A. They were with a few banks.

18 Q. Approximately how many?

19 A. Two or three.

20 Q. We'll come back to that in a bit. At some  
21 point in time you were made aware of your grandfather's  
22 disappearance?

23 A. Yes.

24 Q. Okay. And at some point in time were you made  
25 aware that your aunts were designated as trustees of the



1 trust of Robert Harrod?

2 A. Yes, I was.

3 Q. Did they at any point in time contact you to  
4 inquire about the status of your payments to the trust?

5 A. Yes.

6 MS. KEMP: Are you referring to as in their  
7 capacity as trustee?

8 MR. ALGORRI: That's correct.

9 MS. KEMP: Or those particular parties?

10 MR. ALGORRI: In their capacities as trustees.

11 THE WITNESS: Yes.

12 BY MR. ALGORRI:

13 Q. Approximately when was that?

14 A. A little over a year ago.

15 Q. Was that the first time -- and strike that.

16 What do you recall in substance -- let me  
17 strike that and back up a bit.

18 Did they call you on the phone or did they  
19 approach you in person on that issue?

20 A. I don't -- I don't recall the specifics.

21 Q. Was it Paula or Roberta or both of them?

22 A. I believe it was a letter from Indu's office  
23 was the communication I received.

24 Q. And that was the first communication you  
25 received about the payments that were to be made on the

1 deed of trust; is that correct?

2 A. I don't recall. There may have been  
3 communications prior to that. I don't remember the  
4 sequence back then of what came first.

5 Q. After the time of your grandfather's  
6 disappearance and before you received that letter from  
7 Indu, would you ever have any other contact with Roberta  
8 and Paula whether it be informal or in their capacities  
9 as trustees?

10 A. Yes.

11 Q. Was mention ever made about you not making  
12 payments toward this deed of trust?

13 A. Yes.

14 Q. Would one aunt or the other typically have  
15 this conversation with you?

16 A. It was most -- it was most -- most of the  
17 conversations were with Paula.

18 Q. Do you recall about how many conversations you  
19 had with Paula in that regard?

20 A. Ten.

21 Q. Did she ever just come out and in substance  
22 ask you why weren't you paying the trust deed?

23 A. Yes.

24 Q. Your response would be?

25 A. Again, not recalling the specifics, the gist



1 was that it wasn't my grandfather's intent.

2 Q. Now, at any point in time whether it be  
3 through Indu's office or the daughter's acting on their  
4 own -- excuse me, your aunts acting on their own, was  
5 there ever an action brought against you to foreclose on  
6 the deed of trust?

7 A. It was --

8 MS. KEMP: I'm going to -- it's vague and  
9 ambiguous. Are you referring specifically to  
10 litigation?

11 MR. ALGORRI: That's correct.

12 THE WITNESS: The threat was there, but I  
13 don't believe the action was ever brought.

14 BY MR. ALGORRI:

15 Q. Did they ever advise you in writing of their  
16 intent to bring legal action against you for any  
17 nonpayment towards this deed of trust?

18 A. Yes.

19 Q. Did you keep those letters?

20 A. I did not receive the letter. It went  
21 directly to my attorney.

22 Q. Okay. Now, at some point in time you vacated  
23 the premises there on Windflower; correct?

24 A. Yes.

25 Q. And when did you vacate the premises?

1           A.       It was --

2                   MS. KEMP:   Asked and answered.

3                   You can answer.

4                   THE WITNESS:  Yeah, it was end of July, last  
5                   few days of July.

6           BY MR. ALGORRI:

7           Q.       As -- and let me strike that and back up a bit  
8           here.

9                   Did you work out any sort of arrangement with  
10           the trustees and/or with Indu's office that turning back  
11           the house to the estate of Mr. Harrod would be full  
12           satisfaction of the amounts that were owed on the trust  
13           deed?

14                   MS. KEMP:  I'm going to interpose an  
15           objection.  There is a settlement in place.  The  
16           settlement has confidentiality clauses.  That could be  
17           reviewed, but we don't want to refer to that in the  
18           deposition.  I think that would be made available to  
19           you.

20                   My understanding would be that it's going to  
21           be made available to the court for instruction, and I  
22           would -- all the questions regarding the settlement I  
23           would like to have not at this time and not asking my  
24           client because he is guessing as to what the terms would  
25           be from his recollection.



1           MR. ALGORRI: Okay. So there's an instruction  
2 not to answer on grounds of a confidentiality agreement  
3 involving reconveyance of a trust asset; am I correct on  
4 that?

5           MS. KEMP: I'm informing you that there is a  
6 settlement document, and the document speaks for itself.  
7 If you're going to ask him questions regarding what that  
8 document says, you're asking for speculation. And there  
9 is a confidentiality clause which indicates that it  
10 would be made available to the court and to interested  
11 parties.

12           I don't want -- at this point I have some  
13 serious issues that we would have to discuss, and I  
14 would be happy to discuss them at this point. Again,  
15 because there have been -- apparently, not since I've  
16 been involved particularly -- I guess that's not really  
17 true. There have been occasions that I've been made  
18 aware of that private facts have been made public over  
19 the Internet and in other inappropriate means.

20           I understand that your office -- and you can  
21 correct me if I'm wrong -- was involved with settling  
22 a -- in a settlement -- reaching a settlement agreement  
23 with the conservatorship issues and payments to your  
24 client and that that settlement agreement was then  
25 posted on the Internet.

1 MR. ALGORRI: It's a public record. I'm not  
2 an Internet lawyer. I'm here to try to see what  
3 happened to trust assets.

4 MS. KEMP: Well, we're saying the settlement  
5 agreement is not a public record. And I -- at this  
6 point we don't -- we want to take precautions that it  
7 not become a public record.

8 MR. ALGORRI: Get up to speed. It's filed  
9 with the court.

10 MS. KEMP: I don't think it has been.

11 BY MR. ALGORRI:

12 Q. As you sit here today, are you unaware of any  
13 terms of the settlement with regard to the reconveyance  
14 of the property back to the Harrod trust?

15 A. I am aware of the terms.

16 Q. Okay. And I take it on advice of counsel,  
17 you're not here to discuss any of those terms of the  
18 settlement because of advice of your counsel; is that  
19 correct?

20 MS. KEMP: As I've indicated, the document  
21 speaks for itself. And if you want him to -- he doesn't  
22 have -- it's not fair for you to ask him legal opinions  
23 and matters of legal import. The settlement agreement  
24 will be made available to you.

25 MR. ALGORRI: Okay. But we're here for



1 deposition. We're entitled to hear what he knows about  
2 the terms of the settlement. That goes to what the  
3 assets of the trust are. That's why this whole  
4 proceeding is here.

5 So you're not going to allow him to answer any  
6 questions regarding what the terms of the settlement  
7 were with the reconveyance of the property back to the  
8 trust; am I correct?

9 MS. KEMP: I don't think that he's qualified,  
10 and it's not appropriate in a deposition to ask for his  
11 opinion on legal matters.

12 MR. ALGORRI: Okay. We're not here to ask for  
13 legal opinion. Let me ask it this way.

14 BY MR. ALGORRI:

15 Q. Did you pay a sum of money in addition to  
16 re-conveying the property in settlement of the  
17 reconveyance of the house back to the Harrod Family  
18 Trust?

19 A. Yes.

20 Q. Okay. What was that sum of money?

21 MS. KEMP: I would request, again, that  
22 because it's a confidential settlement document, that we  
23 treat it with confidentiality. And that if you are  
24 representing to me at this time that everything in this  
25 deposition will remain confidential, then we'd be happy

1 to discuss these things.

2 MR. ALGORRI: This is the United States of  
3 America. This is a public proceeding. This isn't a  
4 communist country. You know, unless there's some kind  
5 of protective order brought on your part, I'm entitled  
6 to an answer. And if you're going to instruct him not  
7 to answer, then we'll take it up at my ex parte to  
8 shorten time on September 1 in Department L73 where  
9 we'll move to compel further answers to this and just go  
10 around and around.

11 I'm not here to try and browbeat you. My job  
12 is to find out what happened to the money. What  
13 happened to the houses and what were the terms. There's  
14 no magic here. Maybe you can enlighten me further. You  
15 know, I'm willing to discuss this on the record, if you  
16 like; otherwise, I'm entitled to an answer.

17 MS. KEMP: Well, I'm entitled to an answer  
18 from you. Is it your intention to --

19 MR. ALGORRI: I'm taking a deposition.

20 MS. KEMP: -- make all this public?

21 MR. ALGORRI: No, no. I'm not being deposed.  
22 He's the deponent with percipient knowledge of a lot of  
23 facts that we all need answers to including  
24 Ms. Srivastav who's here.

25 MS. KEMP: Well, even in America --



1                   MR. ALGORRI: Is there an instruction or not,  
2 Counsel?

3                   MS. KEMP: Even in America there's a right of  
4 privacy and confidentiality. And the settlement  
5 agreement will be made available to you, but you have an  
6 obligation to maintain the confidentiality of that  
7 document as well.

8                   MR. ALGORRI: I'm not a signatory. This is  
9 all news to me. So if you want to bring a protective  
10 order, fine. If you want to oppose the motion, fine.  
11 So let me move on here, and let me ask the question:

12 BY MR. ALGORRI:

13                 Q.       How much did you pay in addition to  
14 re-conveying the house in settlement of the dispute  
15 involving reconveyance of the house back to the Harrod  
16 Family Trust?

17                   MS. KEMP: I'm instructing him not to answer  
18 that.

19                   MR. ALGORRI: Okay. And the legal ground is  
20 privacy because of this secret settlement agreement; is  
21 that correct?

22                   MS. KEMP: Privacy in general, and we're  
23 making the settlement document available to you. I  
24 will -- and I will tell you that payment was made in  
25 accord with the settlement agreement which is available

1 to you.

2 BY MR. ALGORRI:

3 Q. Okay. So you quitclaimed the house back to  
4 the Harrod Family Trust, I take it?

5 MS. KEMP: Objection, it was never -- when  
6 you're saying back to them, it was never owned by the  
7 Harrod Family Trust. So if you want to rephrase that  
8 question.

9 BY MR. ALGORRI:

10 Q. Okay. Then who was the house given back to?

11 MS. KEMP: Well, my objection is your question  
12 back to. If you want to say who was it quitclaimed to,  
13 that's a different question.

14 BY MR. ALGORRI:

15 Q. Okay. Then who was it quitclaimed to?

16 A. The Harrod Family Trust.

17 Q. Okay. And I keep using the term "back to." I  
18 mean, did anybody other than the Harrod Family Trust at  
19 the time you re-conveyed it back own the property? Did  
20 anybody else have an ownership interest in it?

21 MS. KEMP: Vague and ambiguous.

22 BY MR. ALGORRI:

23 Q. For instance, was there a second trust deed on  
24 the property --

25 A. No.



1 Q. -- who had an interest in it?

2 A. No.

3 Q. All right. Aside from the moneys that were  
4 used in the acquisition of the residence there in  
5 Placentia, were there any other personal loans given by  
6 Mr. Harrod to you during the period of time he was  
7 alive?

8 A. Yes.

9 Q. How many?

10 A. I don't recall. From time to time there would  
11 be personal loans, but I don't recall how many.

12 Q. Okay. Now, when you say "personal loans,"  
13 they were written on, as far as you can recall, on a  
14 checking account strictly in his name Robert Harrod, as  
15 far as you recall?

16 A. I don't recall.

17 Q. Okay. Do you have any recollection as to  
18 whether any of those personal loans were written on a  
19 checking account in the Robert Harrod Trust?

20 A. I don't recall the source of the funds.

21 Q. Can you give me an estimate as to the total  
22 sum, all the loans combined, approximately how much  
23 money was loaned to you by Mr. Harrod and or his trust?

24 A. The total of all loans?

25 Q. That's correct.

1           A.     No, I can't give you an estimate.

2           Q.     If I were to ask you whether it was under or  
3 over a hundred thousand dollars, could you answer it  
4 that way?

5           A.     In total, yes. Yes, I would say it's over a  
6 hundred thousand dollars.

7           Q.     Okay. Was it over \$200,000?

8           A.     I wouldn't think so.

9           Q.     All right. Now, at some point in time you  
10 declared bankruptcy?

11          A.     I did.

12          Q.     Did you list as one of the creditors on your  
13 bankruptcy petition the Robert Harrod Trust.

14          A.     Yes.

15          Q.     Do you recall the amount of moneys owed to the  
16 trust that you listed on the bankruptcy petition?

17          A.     I don't recall.

18          Q.     Once again, was it over or under a hundred  
19 thousand dollars?

20          A.     Again, there wasn't a -- an open loan for over  
21 a hundred thousand dollars. There were individual  
22 loans. At that point in time I would have thought the  
23 individual loans would have been under a hundred  
24 thousand dollars.

25          Q.     Did you also list as part of that bankruptcy



1 petition any of the deeds of trust held on the property  
2 by the Robert Harrod Trust?

3 A. I don't recall.

4 Q. And was that a Chapter 7 or Chapter 11 or any  
5 recollection in that regard?

6 A. I don't recall.

7 Q. Who was your attorney for that bankruptcy?

8 A. I don't recall.

9 Q. And approximately what year was that filed?

10 A. 2000, approximately.

11 Q. Has there been only one bankruptcy petition  
12 filed in connection with any moneys owed to either  
13 Mr. Harrod or the Harrod trust?

14 A. Yes.

15 Q. Okay. Approximately how many?

16 A. No. You said was there only one, I thought.

17 Q. Sorry.

18 A. Okay.

19 Q. I meant to ask have there been more than one  
20 and the answer obviously would be no.

21 A. Correct.

22 Q. Okay. Do you have any knowledge or  
23 understanding as to who resides in your former residence  
24 in Placentia as we sit here today?

25 A. I do not know.

1           Q.     All right.  Now, the aunts when they  
2     approached you in their capacities as trustees, aside  
3     from working out a resolution of the house issue, did  
4     they also demand from you any sort of written financial  
5     accounting as to the status of any loans made by  
6     Mr. Harrod to you?

7           A.     I don't recall if that was a demand along the  
8     way.

9           Q.     Do you recall when it was the last time you  
10    saw Mr. Harrod?

11          A.     Approximately a week before his disappearance.

12          Q.     Give me a moment here.

13                 Now, back in October of 2010, do you recall  
14    making a phone call to me?

15          A.     Yes.

16          Q.     Do you remember our conversation?

17          A.     Yes.

18          Q.     Now, do you recall telling me that you wanted  
19    to apologize for being too quick to judge the situation  
20    against Fontelle?

21          A.     It might have been a bit out of context, but I  
22    remember apologizing.

23          Q.     All right.  Do you recall in particular  
24    telling me that you felt pressured into choosing the  
25    side of the trustees over Fontelle in this litigation?



1           A.       I remember feeling in the middle.

2           Q.       You recall asking me for a referral to an  
3 attorney?

4           A.       I do.

5           Q.       In the course of our conversation, did I say  
6 or intimate to you in any way how you should testify in  
7 this proceeding?

8           A.       No.

9           Q.       Do you recall telling me in the course of that  
10 conversation that your aunts, as trustees, were doing  
11 some things that did not sit well with you?

12          A.       Yes.

13          Q.       What did you mean by that?

14          A.       I meant that I didn't believe that they were  
15 following through with the intentions my grandfather  
16 had.

17          Q.       What is your understanding of the intentions  
18 your grandfather had?

19          A.       That my note was to be forgiven upon his death  
20 or --

21          Q.       At that time do you recall telling me that  
22 they were threatening to take the house from you?

23          A.       Yes.

24          Q.       And do you recall telling me that you were  
25 angry that your aunts had quit their jobs once they had





1 Q. And do you remember the amount of the second?

2 A. I don't remember exactly, no.

3 Q. Then in August of 2003 you executed another  
4 deed of trust in favor of the Harrod Family Trust. This  
5 is the amount of 325,000; correct?

6 A. Sounds right.

7 Q. I can show you Exhibit D, if you'd like to  
8 refresh your recollection.

9 A. That looks correct.

10 Q. So that basically increased the amount of your  
11 obligation to the Harrod Family Trust by \$75,000?

12 A. No, I don't believe so.

13 Q. Well, the original deed of trust was \$250,000?

14 A. Again, I told you I believe there was a  
15 second.

16 Q. For approximately how much money?

17 A. I don't recall.

18 Q. Okay. You said, though, the purchase price  
19 was around 270,000?

20 A. Around there, yes. 270 to 300,000, somewhere  
21 in that neighborhood.

22 Q. Okay. All right. So the second deed of trust  
23 to the Harrod Family Trust at the time of purchase then  
24 would have been something less than \$50,000; is that  
25 correct?

1           A.       I don't recall.

2           Q.       Okay.  Getting back to the one that was done  
3 in 2003 for \$325,000, did you receive additional funds  
4 at that point in time from the Harrod Family Trust?

5           A.       No, I did not.

6           Q.       What was the purpose, then, of increasing the  
7 amount owed to the Harrod Family Trust to \$325,000?

8           A.       Again, I explained I don't believe I increased  
9 the amount I owed to the Harrod Family Trust with that  
10 transaction.  I feel like you're asking me the same  
11 question over and over again.

12          Q.       Well, if you had originally at the time of  
13 purchase executed a first deed of trust to the Harrod  
14 Family Trust for 250,000, which we have a copy of, and a  
15 second which we don't have a copy of, but you've  
16 indicated the purchase price was no more than \$300,000?

17               MS. KEMP:  Objection, misstates the testimony.  
18 He's estimating approximately 270 to 300,000.

19               MR. McGAUGHEY:  I said no more than 300,000

20               MS. KEMP:  I don't believe he said that.  He  
21 said it's an approximation.

22 BY MR. McGAUGHEY:

23          Q.       All right.  The deed of trust that you  
24 executed in 2003 for \$325,000, did you receive any  
25 additional funds at that point in time --



1           A.     I don't believe so, no.

2           Q.     What was the purpose of executing the deed of  
3 trust at that point in time?

4           A.     I don't recall the specifics, but my  
5 grandfather frequently came to me with ideas for  
6 refinancing the house and repackaging things.

7           Q.     Were there any other loans on the house at  
8 that point in time in 2003, other than the loan or loans  
9 to the Harrod Family Trust?

10          A.     I don't recall if it was the loan to the  
11 Harrod Family Trust that was paid off or a bank in  
12 between those two, but there would have been no other  
13 loans other than the deeds of trust or the notes.

14          Q.     And then your testimony here today is that no  
15 other funds were received by you in 2003 from the Harrod  
16 Family Trust either for yourself or for any improvements  
17 to the house?

18          A.     Not that I recall, no.

19          Q.     Okay. Then in 2006 you executed another deed  
20 of trust to the Harrod Family Trust, this in the amount  
21 of \$735,000?

22          A.     Yes.

23          Q.     Between the time you executed the deed of  
24 trust in 2003 and the one in 2006, had you taken out  
25 additional loans from other banks or any other entities

1 or individuals secured by the house?

2 A. Replacement loans, not additional loans.

3 Q. Replacement --

4 A. So I had refinanced the house a number of  
5 times.

6 Q. At the time you refinanced the house, was the  
7 Harrod Family Trust paid off?

8 A. Yes.

9 Q. So there would have been a reconveyance then  
10 at some point in time of this deed of trust in 2003?

11 MS. KEMP: Objection, that's -- if you can  
12 answer that.

13 THE WITNESS: I don't -- I don't know if my  
14 grandfather ever signed those documents, but I know that  
15 the banks did pay my grandfather the full balance on the  
16 loans.

17 BY MR. McGAUGHEY:

18 Q. Okay. I'm going to show you now Exhibit -- I  
19 think it's G, which is this borrower's closing statement  
20 from North Orange County Escrow.

21 A. Yes.

22 Q. That shows that Countrywide was paid off  
23 600 -- \$591,186.40?

24 A. They were actually paid more than that, but  
25 the payoff on the loan was in that amount, yes.



1 Q. Why were they paid more than that?

2 A. Because there was a prepayment penalty and  
3 fees associated with the transaction.

4 Q. Now, in addition to the amounts paid to  
5 Countrywide for the loan and the prepayment and other  
6 fees, there's an unused loan amount of \$125,000?

7 A. Correct.

8 Q. Is that cash you received?

9 A. No.

10 Q. Where did that go?

11 A. It's an unused loan amount.

12 Q. Why was the loan taken out more than was  
13 needed to pay off the bank and the other fees related  
14 thereto?

15 A. As I stated before, my grandfather frequently  
16 had, you know, creative ideas for how he wanted to  
17 package financing and that was his suggestion. And I  
18 could -- I made some assumptions at the time why that  
19 suggestion was made, but I don't -- I honestly don't  
20 know.

21 Q. Well, if you're signing -- and I assume at the  
22 time that you signed this deed of trust, you also signed  
23 a promissory note; would that be correct?

24 A. Yes.

25 Q. And the promissory note would have been in the

1 same amount of 735,000?

2 A. Yes.

3 Q. So when you signed that note and deed of  
4 trust, you're agreeing to make payments on the amount of  
5 \$735,000 over whatever period of time that note was set  
6 for; is that correct?

7 A. Yes.

8 Q. And yet your testimony here today is you  
9 didn't receive \$735,000, you only received 735 minus 125  
10 which would be 610?

11 A. I didn't receive those funds, but they went to  
12 pay off the loan, yes.

13 Q. Pay off your obligations so you received the  
14 benefit of those funds?

15 A. Yes.

16 Q. But the \$125,000 was -- why were you  
17 increasing your obligation, if you can recall, over and  
18 above what you actually needed to do this whole  
19 transaction?

20 A. This was a dealing between my grandfather and  
21 I. I trusted him. I trusted what he told me, and so I  
22 signed the documents.

23 Q. Can you remember anything that he said to you  
24 at that point in time as to why he was having you incur  
25 an obligation for \$125,000 more than you were actually



1 borrowing from the Harrod Family Trust?

2 A. He didn't want me to get a second on the  
3 house. He wanted me to deal with him if I wanted any  
4 additional financing.

5 Q. Okay. So then was there some agreement that  
6 he was going to furnish you this additional \$125,000  
7 when you wanted it?

8 A. If it was needed, yes.

9 Q. And did you ever use any of that 125,000?

10 A. No, I did not.

11 Q. And after this loan was made in 2006 by the  
12 Harrod Family Trust, did you ever borrow any other funds  
13 as secured by the residence from anyone?

14 A. No.

15 I'm sorry, would you repeat the timeline  
16 again. I just want to make sure I answered correctly.

17 Q. At any time after October 11, 2006, did you  
18 ever borrow from any entity or individual any funds  
19 which were secured by the residence on Windflower?

20 A. That's what I thought you asked and I answered  
21 correctly. The answer is no.

22 MR. McGAUGHEY: Okay. Ernie, that covers what  
23 I had.

24 MR. ALGORRI: Ms. Srivastav.

25 MS. SRIVASTAV: Couple of questions.

1 EXAMINATION

2 BY MS. SRIVASTAV:

3 Q. You indicated that you had a conversation with  
4 Mr. Algorri regarding the -- regarding the moneys owed  
5 and other things. Do you recall the date of that  
6 conversation?

7 A. I do not.

8 Q. Okay. Do you recall what -- around which  
9 month it was? Was it last year?

10 A. My recollection would be based on his question  
11 which I think said it was October.

12 Q. October of last year. Okay.

13 A. Which sounds about right.

14 Q. Now, you were contesting the amount owed to  
15 the Harrod Family Trust; correct?

16 A. Yes.

17 Q. As per the last trust deed that you signed in  
18 2006?

19 A. Yes.

20 Q. And what was the basis of your contention?

21 A. It did not reflect the intentions of my  
22 grandfather.

23 Q. Any other?

24 MS. KEMP: Well, if you're asking him on legal  
25 grounds, I think it's difficult --



1 MS. SRIVASTAV: No, not any legal grounds. No  
2 legal grounds.

3 MS. KEMP: Because I would indicate that there  
4 were legal grounds that there was -- that were being  
5 contested.

6 MS. SRIVASTAV: Okay.

7 BY MS. SRIVASTAV:

8 Q. So the other things would be legal grounds?

9 A. Legal grounds.

10 Q. Okay. That's it. I don't have any other  
11 questions.

12

13 FURTHER EXAMINATION

14 BY MR. ALGORRI:

15 Q. Just a couple of follow-up questions.

16 You know, Bob, as we know, hasn't been seen  
17 since July of '09. You testified you saw him about a  
18 week prior. We've taken other depositions on this case.  
19 My understanding there was a meeting on or about  
20 July 27th of '09 at Bob's house where he had Roberta and  
21 Paula there to discuss his estate plan.

22 Were you present there at that meeting?

23 A. No.

24 Q. Were you ever told what occurred at that  
25 meeting?

1 A. Yes.

2 Q. Who told you?

3 A. My aunts and my parents.

4 Q. What did they tell you about that meeting?

5 MS. SRIVASTAV: Objection, hearsay.

6 MS. KEMP: Objection relevance as to why  
7 you're asking -- you said you're indicating that you  
8 wanted to ask him questions as to any amounts that he  
9 owed and any funds that he owed to the trust.

10 MR. ALGORRI: Well, it deals with disposition  
11 of trust assets; that's what the sum of that meeting  
12 was. We already have it in deposition. We don't know  
13 if you were there and or what you were told. It could  
14 be a prior inconsistent statement, it could be a whole  
15 host of admissible reasons.

16 MS. KEMP: Well, he's indicating he wasn't  
17 there.

18 MR. ALGORRI: He's indicating he had a  
19 discussion with people that were there.

20 THE WITNESS: The gist of those  
21 conversations -- okay. The gist of the conversations as  
22 relayed to me was that there were open questions  
23 surrounding my grandmother's portion of the estate and  
24 that he wanted to resolve those.

25 ///



1 BY MR. ALGORRI:

2 Q. Was there any representation made by you --  
3 made to you from any participant to that meeting that  
4 there had been, in fact, a resolution of those issues?

5 A. In those words, no, but they -- there  
6 seemed -- people seemed to be satisfied as a result of  
7 the conversation.

8 Q. Now, it's your understanding that Bob -- Bob  
9 is essentially missing; is that correct?

10 A. Yes.

11 Q. All right. Do you have any idea where he is?

12 A. I do not know.

13 MS. KEMP: Objection relevance.

14 BY MR. ALGORRI:

15 Q. Did you ever talk with any of your family  
16 members about his whereabouts, potential whereabouts?

17 MS. KEMP: Objection, relevance. What is the  
18 purpose of these questions?

19 MR. ALGORRI: This is an estate action. Is he  
20 alive or dead? That has a direct bearing on whether  
21 this is even a proper legal proceeding. If he has  
22 evidence to establish the man's still alive, then we're  
23 all spinning our wheels.

24 MS. KEMP: Objection, relevance. If you're  
25 going to start asking him questions regarding his

1 grandfather, this is not an appropriate forum for that.

2 BY MR. ALGORRI:

3 Q. We'd all like to find Bob, quite frankly. And  
4 you don't have any idea where he is; correct?

5 A. Correct.

6 Q. All right. Did you ever undertake any efforts  
7 to ascertain his whereabouts?

8 MS. KEMP: Objection, relevance and going into  
9 privacy issues now.

10 BY MR. ALGORRI:

11 Q. You can answer.

12 MS. KEMP: I'm instructing him not to go into  
13 this area. Once he goes down this path, that's not --  
14 that's not the purpose of this deposition.

15 MR. ALGORRI: The test of relevance is pretty  
16 broad counsel you know that. So your objection now is  
17 what? Privacy?

18 MS. KEMP: Yes.

19 MR. ALGORRI: Privacy of whom?

20 MS. KEMP: My client. Again, there have been  
21 a lot of personal attacks. My understanding that some  
22 of them have emanated from people in this room. There  
23 have been misrepresentations regarding my client's  
24 feelings regarding his father my client's interest  
25 regarding his father -- excuse me, his grandfather.



1           There have been allegations that he threw his  
2 grandfather's body out of an airplane. This has become  
3 an enormous emotional issue and if -- if you're fishing  
4 now to talk about what happened with his grandfather,  
5 I'm not certain what your purpose is other than to  
6 harass him at this time.

7           MR. ALGORRI: Okay. You've made your  
8 objection for the record. Let me just state that this  
9 is an estate action. One of the predicates to an estate  
10 action is whether somebody is alive or dead or somehow  
11 mentally incapacitated. And you're saying that you're  
12 now going to object on grounds of privacy even though  
13 we're just trying to find out if he's alive or dead or  
14 mentally incapacitated?

15           MS. KEMP: You can ask him if he has any  
16 knowledge regarding whether he's alive or dead or in any  
17 other capacity. You can ask him that specific question  
18 and he'll answer that.

19 BY MR. ALGORRI:

20           Q. Okay. Well, I think we've done that, but I  
21 want to make it abundantly clear: You have no idea if  
22 he's alive or dead; is that correct?

23           A. That is correct.

24           Q. All right. Do you know of anybody that knows  
25 whether he's alive or dead?

1 A. No.

2 MS. KEMP: Objection, asked and answered. He  
3 has no idea.

4 BY MR. ALGORRI:

5 Q. Okay. And just finally just some tidy up  
6 questions here. After you found out -- and by the way,  
7 when did you find out that he had gone missing? Was it  
8 the day of his disappearance?

9 A. Yes.

10 Q. Did you go to the house?

11 A. I did.

12 Q. And you went inside the house?

13 A. Yes.

14 Q. Did you notice anything amiss?

15 A. No.

16 Q. Now, your father had been there earlier in the  
17 day; correct?

18 A. Yes.

19 Q. All right. Did you ask him whether anything  
20 had been taken from the house, you know, trust assets,  
21 things like that?

22 A. I didn't ask him.

23 Q. Any valuables?

24 A. I didn't ask him.

25 MR. ALGORRI: Okay. All right. Let me just



1 give this a once over, and I think we can wrap this  
2 thing up.

3 MR. McGAUGHEY: While you're doing that, I'd  
4 like to ask just a couple of follow-up questions.

5 MR. ALGORRI: Sure. Please.

6

7 FURTHER EXAMINATION

8 BY MR. McGAUGHEY:

9 Q. You mentioned several times today in testimony  
10 about the obligation you owed to the trust that was  
11 secured by the Windflower Lane residence about your  
12 grandfather's intent, what is your understanding of what  
13 your grandfather's intent was with respect to the  
14 promissory note and deed of trust that you signed to  
15 secure that promissory note?

16 A. He told me on many occasions it would be  
17 forgiven.

18 Q. Was that ever put in writing?

19 A. Not that I'm aware of.

20 MR. ALGORRI: Anything further?

21 MS. SRIVASTAV: Nothing.

22 MR. ALGORRI: Okay. Stipulation.

23 MS. KEMP: What I would like to do on the  
24 record first, then, is I'd like to revisit the issue of  
25 the specific question that you had directed to my

1 client, and I had instructed him not to answer. If we  
2 could read that question back on the record, and I would  
3 at this time as far as a limiting instruction, if we're  
4 not going to be delving into his personal opinions  
5 regarding his grandfather, but you can ask that specific  
6 question again, I will instruct him to answer it.

7 MR. ALGORRI: I forget the question.

8 MS. SRIVASTAV: I had her read back the  
9 question so I know. The question was: Did you have any  
10 intention to pay him back in case he resurfaced, in case  
11 your grandfather resurfaced?

12 THE WITNESS: And I can answer?

13 MS. KEMP: Yes.

14 THE WITNESS: Okay. I'm sorry. I hadn't  
15 really thought of every possible outcome, but I would  
16 have done whatever my grandfather wanted. So if he  
17 wanted me to pay him back, I would have paid him back.

18 MR. ALGORRI: Let's do this: There had also  
19 been an instruction not to answer on the terms of the  
20 settlement, the reconveyance of the property on -- I'm  
21 sorry, is that Windflower? I keep messing up the name.  
22 All right -- on Windflower.

23 And I'll make you a deal, Counsel, if you  
24 want, as matters presently stand there is an ex parte  
25 set for September 1 at 1:30, Department L73 to move to



1     compel an answer to that question on the terms of the  
2     settlement regarding the reconveyance.  If you want --  
3     by means of meeting and conferring, if you would like to  
4     simply fax me a copy of that document, the motion goes  
5     off calendar.  I'm trying to cajole you into working  
6     with me.  If not, motion stands.  Send it to me, the  
7     matter's over.

8             MS. KEMP:  I have no objection to providing  
9     that to you.  I said it would be provided to you.  The  
10    conditions are that it's supposed to -- that it needs to  
11    be maintained in confidence and not become broadcast  
12    over the Internet or a public document.

13            And I think that the court is going to make  
14    that determination so it would be precipitous of us to  
15    release information when the court is going to be  
16    requested to maintain that as a confidential document.  
17    It's my understanding that that document will be  
18    presented to the court en camera because it is a  
19    confidential document with a request for instructions.

20            MR. ALGORRI:  Okay.

21            MS. SRIVASTAV:  Can I make a suggestion,  
22    Counsel?

23            MR. ALGORRI:  Sure.  Please.

24            MS. SRIVASTAV:  I can circulate a stipulation  
25    among -- for the parties to sign regarding keeping the

1 agreement confidential, and by confidential I mean just  
2 to be for the eyes of the parties. That means your  
3 client, counsel, and --

4 MR. ALGORRI: And the court, obviously.

5 MS. SRIVASTAV: And the court, of course,  
6 yeah. And that way you'll have the agreement, and their  
7 concerns would be also taken care of.

8 MR. ALGORRI: Thoughts, Terry?

9 MR. McGAUGHEY: Well, there'd obviously be no  
10 restriction on using the document or introducing it into  
11 evidence at the time of the trial of this matter or  
12 asking further questions about it.

13 MS. KEMP: And if it's in confidence, again,  
14 that would be up to the court if they want to maintain  
15 the confidentiality en camera, but there's no  
16 restrictions. And I think that -- I think that the law  
17 on confidential documents covers that.

18 It certainly can be made -- it can be  
19 subpoenaed, it can be introduced for those reasons.  
20 There's obviously no prohibition for that, but it's not  
21 to become a public document. And it's not just that  
22 our -- our contention.

23 The trust is under compulsion at this time to  
24 maintain that document as a confidential document. And  
25 there could be repercussions to the trust for disclosing



1 those documents as well. And I think we're all  
2 concerned with those issues. So we want to treat it as  
3 it should be treated.

4 MR. ALGORRI: Okay. So --

5 MS. SRIVASTAV: I'm not going to comment  
6 completely on that, but I'm just suggesting that's a way  
7 of compromising between the parties.

8 MR. ALGORRI: Okay. I just don't want to deal  
9 with -- listen, I really doubt I'll have to re-notice  
10 the deposition on that. That sounds reasonable. So  
11 pending a ruling, I will hold it in confidence. It  
12 will --

13 If you want to circulate any kind of draft  
14 language you have for some kind of protective order on  
15 that or whatever secrecy agreement. Without prejudice  
16 to my right to re-notice the deposition on any points on  
17 that if in due course a judge says it's open season or  
18 whatever.

19 I guess what I'm trying to tell you is that  
20 I'll work with you on that. Get me the document. It  
21 stays here. Obviously, it needs to be part of the  
22 accounting, part of the court record.

23 If we need to take a deposition of that after  
24 a judge has made a ruling on any such thing saying it is  
25 fair game for disclosure, then I reserve my right to

1 re-notice the deposition at that time. Very unlikely.  
2 That's my suggestion. Any problem with that?

3 MS. KEMP: I'll stipulate to that.

4 MS. SRIVASTAV: So stipulated.

5 MR. ALGORRI: Okay. So let's propose a  
6 stipulation that the court reporter can be relieved of  
7 her duties under the code of civil procedure. That the  
8 original deposition transcript shall go directly to the  
9 offices of Ms. Kemp, who shall make it available to the  
10 deponent.

11 So within approximately 14 days the original  
12 transcript shall go to the offices of Ms. Kemp who shall  
13 make it available to the deponent and have an additional  
14 seven days thereafter to have the deponent read it, sign  
15 it, make any changes or corrections and an additional 48  
16 hours thereafter to notify Algorri of the fact that it  
17 has been signed and/or whether there has been any such  
18 changes or corrections.

19 That the original transcript can be signed  
20 under penalty of perjury. That the original will be  
21 maintained in custody of Ms. Kemp's office who shall  
22 produce it at time of trial or arbitration related to  
23 this action. That if, in the event the original  
24 transcript is lost, unavailable, or just simply just not  
25 produced at time of any proceeding related to this



1 action, that a certified unsigned copy can be used for  
2 all intents and purposes.

3 Did I miss anything?

4 MS. KEMP: Actually, I want to go through that  
5 because I want to make certain that I understood exactly  
6 what you said. The original is going to be provided to  
7 my office. I would request more than seven days  
8 turnaround for Mr. Harrod to review it. That's very  
9 short notice. And so that he can make any corrections  
10 or changes to that document.

11 And also, I'm not certain what you wanted me  
12 to do ultimately with the original, who you wanted me to  
13 lodge that with.

14 MR. ALGORRI: You get to keep it.

15 MS. KEMP: I keep the original.

16 MR. ALGORRI: I put that in there.

17 So we have a trial October 3. So we don't  
18 have a whole lot of time. How much time you looking at?

19 MS. KEMP: Well, the code typically provides a  
20 lot more than seven days, but I think a turnaround of at  
21 least 14 days. That includes weekends.

22 MR. ALGORRI: So today we're at --

23 MR. McGAUGHEY: Which brings us up to a week  
24 before trial basically.

25 MR. ALGORRI: I haven't gone by the code in a

1 hundred years. Let's just go by the code. Makes it  
2 easy. No stipulation. Let's go by the code. Can I  
3 have a dirty copy please, and a certified copy in due  
4 course.

5 Done. Thank you very much, sir.

6 (The deposition was concluded  
7 at 11:25 a.m.)

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6 Redondo Beach, CA 90277  
Tel: (310) 465-1000; Fax: (310) 465-1030

7 Attorneys for Petitioner  
8 FONTELLE HARROD

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF ORANGE

12 CONSERVATORSHIP OF THE ESTATE ) CASE NO.: 30-2009-00291267-PR-CE-LJC  
13 OF ROBERT MERLE HARROD, )  
14 ) NOTICE OF DEPOSITION OF ANDREW  
15 Proposed Conservatee. ) HARROD ON ORAL EXAMINATION  
16 ) AND FOR PRODUCTION OF  
17 ) DOCUMENTS  
18 ) DATE: August 29, 2011  
19 ) TIME: 8:30 a.m.  
20 ) PLACE: DeWitt Algorri & Algorri  
21 )  
22 )

23 TO ALL INTERESTED PARTIES.

24 PLEASE TAKE NOTICE that petitioner Fontelle Harrod will take the deposition,  
25 on examination, as follows:

	<u>DEPONENT</u>	<u>DATE</u>	<u>TIME</u>
1.	Andrew Harrod	August 29, 2011	8:30 a.m.

26  
27  
28

1

EXHIBIT  
A  
Harrod  
8/29/11

PENGAD 800-631-6983

1 Said deposition will take place at the law office of DeWitt Algorri & Algorri,  
2 located at 25 E. Union Street, Pasadena, CA 91103.

3 **NOTICE IS FURTHER GIVEN** that the deponent shall bring and produce at the  
4 deposition, at the time and place set out above, the following documents:

- 5 1. All writings that reflect correspondence sent by Robert Harrod to  
6 deponent;
- 7 2. All writings that reflect correspondence sent by deponent to Robert  
8 Harrod;
- 9 3. All writings that reflect correspondence sent to Robert Harrod's attorney;
- 10 4. All writings that reflect correspondence received from Robert Harrod's  
11 attorney;
- 12 5. All writings that reflect loans of money by Robert Harrod to deponent;
- 13 6. All writings that reflect deeds of trust executed by Robert Harrod;
- 14 7. All writings that reflect payments of money received from Robert Harrod  
15 by deponent;
- 16 8. All writings that reflect payments of money made to any third party by  
17 Robert Harrod;
- 18 9. All writings that reflect payments of money by deponent to the other  
19 deponent;
- 20 10. All writings that reflect the deed of trust to deponent's residence;
- 21 11. All writings that reflect the payment of monies within the last ten (10) years  
22 to any note or mortgage holder.
- 23
- 24
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1 The deposition will be taken before a deposition officer who is authorized to  
2 administer an oath. If the deposition is not completed on the date set out above, the  
3 taking of the deposition will be continued from day-to-day thereafter, except for Sundays  
4 and holidays at the same place, until completed.

5  
6 A list of all parties or attorneys for parties on whom this Notice of Deposition is  
7 being served is shown on the accompanying Proof of Service.

8  
9 DeWITT, ALGORRI & ALGORRI

10  
11 DATED: August 11, 2011

12 By: 

13 ERNEST P. ALGORRI  
14 Attorneys for Petitioner  
15 FONTELLE HARROD  
16  
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18  
19  
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28

#113

1 Julia A. Kemp #146670  
LAW OFFICES OF JULIA A. KEMP  
2 800 So. Beach Blvd., Suite "A"  
La Habra, California 90631  
3 (562) 691-5775

4 Attorney for Deponent, Andrew Harrod

5  
6  
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
8 FOR THE COUNTY OF ORANGE  
9

10 TRUST OF 11 ROBERT MERLE HARROD	CASE NO.: 30-2009-00297798-PR-TR-LJC (Related Case No. 30-2009-00291267-PR-CE-LJC)  OBJECTIONS TO REQUEST FOR PRODUCTION OF DOCUMENTS TO BE PRODUCED AT DEPOSITION  DATE: August 29, 2011 TIME: 8:30 a.m. PLACE: DeWitt Algorri & Algorri
16 CONSERVATORSHIP OF THE ESTATE OF 17 ROBERT MERLE HARROD, 18 19 Conservatee. 20 21	

22 TO ALL INTERESTED PARTIES.

23 PLEASE TAKE NOTICE that deponent Andrew Harrod objects to Fontelle Harrod's Request  
24 for production of documents and things attached to the deposition subpoena as follows.

25 **Request No.1:**

26 All writings that reflect correspondence sent by Robert Harrod to deponent.

PENGAD 800-631-6919	EXHIBIT	8/29/11
	B	
	Harrod	

OBJECTIONS TO REQUEST FOR PRODUCTION OF DOCUMENTS TO BE PRODUCED AT



1 **Objection to Request No. 1:**

2           Objection is made to this request on the grounds that the materials requested are not specified  
3 with reasonable particularity, the request invades Mr. Harrod's right of privacy, and the request is  
4 overbroad and vague. Further, this request calls for information not relevant to the subject matter of  
5 this action, and materials that are not reasonably within Mr. Andrew Harrod's possession; thus, this  
6 is an oppressive demand that is unjustly burdensome to Mr. Harrod.

7           Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
8 documents that are in his possession.

9 **Request No. 2:**

10           All writings that reflect correspondence sent by deponent to Robert Harrod.

11 **Objection to Request No. 2:**

12           Objection is made to this request on the grounds that the materials requested are not specified  
13 with reasonable particularity, the request invades Mr. Harrod's right of privacy, and the request is over  
14 broad and vague. Further, this request calls for information not relevant to the subject matter of this  
15 action; thus, this is an oppressive demand that is unjustly burdensome to Mr. Harrod.

16           Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
17 documents that are in his possession.

18 **Request No. 3:**

19           All writings that reflect correspondence sent to Robert Harrod's attorney.

20 **Objection to Request No. 3:**

21           Objection is made to this request on the grounds that the materials requested invade attorney  
22 work product privileges, the materials are not specified with reasonable particularity, the request  
23 invades Mr. Harrod's right of privacy, and the request is over broad and vague. Further, this request  
24 calls for information not relevant to the subject matter of this action and materials that are not  
25 reasonably within Mr. Andrew Harrod's possession; thus, this is an oppressive demand that is unjustly  
26 burdensome to Mr. Harrod.

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1 Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
2 documents that are in his possession.

3 **Request No. 4:**

4 All writings that reflect correspondence received from Robert Harrod's attorney.

5 **Objection to Request No. 4:**

6 Objection is made to this request on the grounds that the materials requested invade attorney  
7 work product privileges, the materials are not specified with reasonable particularity, the request  
8 invades Mr. Harrod's right of privacy, and the request is over broad and vague. Further, this request  
9 calls for information not relevant to the subject matter of this action and materials that are not  
10 reasonably within Mr. Andrew Harrod's possession; thus, this is an oppressive demand that is unjustly  
11 burdensome to Mr. Harrod.

12 Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
13 documents that are in his possession.

14 **Request No. 5:**

15 All writings that reflect loans of money by Robert Harrod to deponent.

16 **Objection to Request No. 5:**

17 Objection is made to this request on the grounds that the materials requested are ambiguous,  
18 vague and over broad, they are not specified with reasonable particularity, and the request invades Mr.  
19 Harrod's right of privacy. Further, this request calls for information not relevant to the subject matter  
20 of this action; thus, this is an oppressive demand that is unjustly burdensome to Mr. Harrod.

21 Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
22 documents that are in his possession.

23 **Request No. 6:**

24 All writings that reflect deeds of trust executed by Robert Harrod.

25 **Objection to Request No. 6:**

26 Objection is made to this request on the grounds that the materials requested are not reasonably  
27 within Mr. Andrew Harrod's possession, and the request is over broad and vague. Further, this request  
28



1 calls for information not relevant to the subject matter of this action; thus, this is an oppressive demand  
2 that is unjustly burdensome to Mr. Harrod.

3         Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
4 documents that are in his possession.

5 **Request No. 7:**

6         All writings that reflect payments of money received from Robert Harrod by deponent.

7 **Objection to Request No. 7:**

8         Objection is made to this request on the grounds that the materials requested are ambiguous,  
9 vague, and over broad, the request is not specified with reasonable particularity, and it invades Mr.  
10 Harrod's right of privacy. Further, the request calls for information not relevant to the subject matter  
11 of this action and materials that are not reasonably within Mr. Andrew Harrod's possession; thus, this  
12 is an oppressive demand that is unjustly burdensome to Mr. Harrod.

13         Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
14 documents that are in his possession.

15 **Request No. 8:**

16         All writings that reflect payments of money made to any third party by Robert Harrod.

17 **Objection to Request No. 8:**

18         Objection is made to this request on the grounds that the materials requested are not reasonably  
19 within Mr. Andrew Harrod's possession, thus, this is an oppressive demand that is unjustly  
20 burdensome to Mr. Harrod. Further, the request is over broad, it is not specified with reasonable  
21 particularity, and it calls for information not relevant to the subject matter of this action.

22         Notwithstanding said objections, Mr. Harrod agrees to make a reasonable search for such  
23 documents that are in his possession.

24 **Request No. 9:**

25         All writings that reflect payments of money by deponent to the other deponent.  
26  
27  
28

1 **Objection to Request No. 9:**

2           Objection is made to this request on the grounds that the materials requested are ambiguous  
3 vague, and unintelligible.

4 **Request No. 10:**

5           All writings that reflect the deed of trust to deponent's residence.

6 **Objection to Request No. 10:**

7           Objection is made to this request on the grounds that the materials requested invade Mr  
8 Harrod's right of privacy, and the request is unintelligible, ambiguous and over broad. Further, this  
9 request calls for information not relevant to the subject matter of this action; thus, this is an oppressive  
10 demand that is unjustly burdensome to Mr. Harrod.

11 **Request No. 11:**

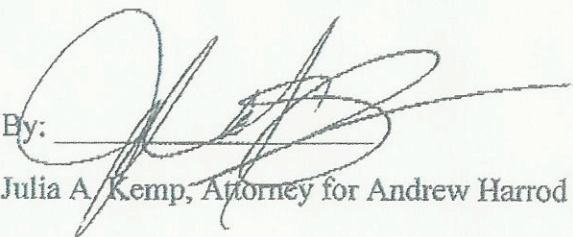
12           All writings that reflect the payment of monies within the last ten (10) years to any note or  
13 mortgage holder.

14 **Objection to Request No. 11:**

15           Objection is made to this request on the grounds that the materials requested are ambiguous  
16 vague, and unintelligible and overbroad, the request is not specified with reasonable particularity and  
17 it invades Mr. Harrod's right to privacy. Further, the request calls for information not relevant to, or  
18 likely to lead information relevant to, the subject matter of this action and materials that are not  
19 reasonably within Mr. Harrod's possession; thus, this is an oppressive demand that is unjustly  
20 burdensome to Mr. Harrod.

21 Respectfully Submitted:

22 Dated: August 26, 2011

By:   
Julia A. Kemp, Attorney for Andrew Harrod

28



**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business and place of employment is the LAW OFFICE OF JULIA A. KEMP, 800 So. Beach Blvd., Suite A, La Habra, CA 90631.

**On August 26, 2011 I served the following entitled document(s):**

Opposition to Motions to Compel and for Sanctions;  
Declaration of Julia A. Kemp in Opposition to Motions to Compel and for Sanctions;  
Declaration of Andrew Harrod in Opposition to Motions to Compel and for Sanctions

I served said documents as set out below or as set out in the attached Service List incorporated herein by reference.

Ernest P. Algorri, Esq.  
Dewitt Algorri & Algorri

FAX: (626) 584-3980

**[X] BY FACSIMILE (C.C.P. § 1013(e))**

- I transmitted the above described document(s) by facsimile transmission, from the Law Offices of Julia A. Kemp, located at 800 So. Beach Blvd., La Habra, Ca. 90631, to the following facsimile telephone number: (626) 584-3980.
- A copy of the certificate of transmission is attached.

(State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on August 26, 2011 in La Habra, California

By Jason P. Gold, Declarant

#C

Recording Requested By  
First American Title Insurance Company

Order No 9913712 - J C  
Escrow No. 992282-BB  
Loan No.

WHEN RECORDED MAIL TO:

MR AND MRS ANDREW HARROD  
408 Windflower Lane  
Placentia, California 92870

Recorded in the County of Orange, California  
Gary L. Granville, Clerk/Recorder



9.00

19990452184 2:25pm 06/17/99  
004 7023841 07 28  
G02 2 09 148.50 6.00 3.00 0.00 0.00 148.50  
0.00 0.00 0.00

DOCUMENTARY TRANSFER TAX \$ 297.00

XX Computed on the consideration or value of property conveyed; OR  
.... Computed on the consideration or value less liens or encumbrances  
Remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*The Undersigned*  
Signature of Declarant or Agent determining tax - Firm Name

A.P.N.: 340-243-03

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TERRILL AND PERRY

hereby GRANT(S) to

ANDREW ROBERT HARROD and TERRILL Husband and Wife, as JOINT TENANTS

the real property in the City of Placentia, County of Orange, State of California, described as  
LOT 39, OF TRACT NO 8037, AS SHOWN ON A MAP RECORDED IN BOOK 323, PAGES 49 AND 50 OF  
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA (Complete Legal attached as Exhibit "A")  
EXCEPT ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES  
LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT ANY RIGHT OF ENTRY  
UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING,  
REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED BY C.S. CHAPMAN AND OTHERS, IN THE DEED  
RECORDED IN BOOK 10519, PAGE 424, OFFICAL RECORDS.  
Commonly known as: 408 Windflower Lane, Placentia, California 92870

Dated June 15, 1999

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On June 16, 1999, before me, Terry McGill, Notary Public,  
Personally appeared TERRILL and PERRY personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s) or the entity upon behalf of which the person(s)  
acted, executed the instrument.

*Terry McGill*  
Terry McGill

*Penny McGill*  
Penny McGill

WITNESS my hand and official seal.

Signature

*[Signature]*  
R. B. [Redacted]



Mail tax statements: same as above

1002 (1/94)





Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document reads as follows:

Name of Notary: B. R. B.  
Date Commission Expires: Oct 9, 2002  
County where Bond is Filed: Orange  
Commission No.: # 1197948  
Manufacturer/Vendor No.: NWA1

Place of execution - Santa Ana      Date- 10-17-99

S. J.  
FIRST AMERICAN TITLE INSURANCE COMPANY

#D

Recorded in Official Records, County of Orange  
Tom Daly, Clerk-Recorder

RECORDING REQUEST BY  
NORTH AMERICAN TITLE CO.

16.00

2003001054453 02:47pm 08/29/03

AND WHEN RECORDED MAIL TO:  
Mr. and Mrs. Robert Harrod  
523 Carnation Drive  
Placentia, CA 92870

123 48 D11 A38 3  
0.00 0.00 0.00 0.00 4.00 0.00 0.00 0.00

A.P.N.: 340-243-03 Order No.: 2067038-3 Escrow No.: 54628

### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Eleventh day of August, 2003, between

TRUSTOR: Andrew Robert Harrod and ~~Thomas J. Harrod~~, Husband and Wife as Joint Tenants

whose address is 408 Windflower Lane, Placentia, CA 92870, and

TRUSTEE: Gold Country Escrow, Inc., a CA Corporation, a California Corporation, and

BENEFICIARY: Robert M. Harrod and Georgia M. Harrod, Trustees of The Harrod Family Trust Dated the 17th Day of February, 1995

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Placentia, Orange County, State of California, described as:

Lot 39 of Tract 8037, in the City of Placentia, County of Orange, California as per map recorded in Book 323, Page(s) 49 and 50, of Miscellaneous Maps in the Office of the County Recorder of said County.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$325,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:





A.P.N.: 340-243-03

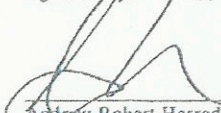
County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Sufano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626572		Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glen	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego	Series 2 Book 1961,	Page 183887				Yuba	334	486

(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

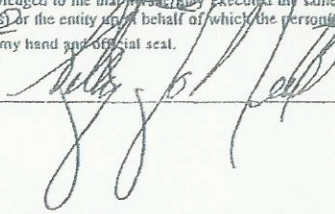
Signature of Trustor(s)

  
Andrew Robert Harrod

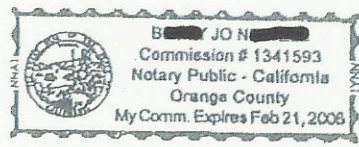
  
Trustor J. [Redacted]

Document Date: August 11, 2003

STATE OF CALIFORNIA )  
COUNTY OF Orange )  
On Aug. 27, 2003 before me, B. JO [Redacted]  
personally appeared Andrew Robert Harrod and Trustor J. [Redacted]  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that he/she/they are the person(s) or the entity upon behalf of which the person(s) so named, executed the instrument.  
WITNESS my hand and official seal.

Signature: 

This area for official notarial seal.



GOVERNMENT CODE  
27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached, reads as follows:

Name of notary B [REDACTED] JOHN [REDACTED]  
Date commission expires 2-21-06  
Commission # 1341593  
County where bond is filed Orange  
Manufacture/Vender # NNAI  
Place of execution Orange  
Date 8-29-03  
Signature [REDACTED] [REDACTED]  
North American Title Company

0-2



#E

Recorded In Official Records, Orange County

Tom Daly, Clerk-Recorder

18.00

2006000673387 08:00am 10/11/06

108 73 D11 A36 3

0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Robert Harrod  
Georgia Harrod  
522 Carnation Drive  
Placentia, CA. 92870

A.P.N.: 340-243-03

Order No.:

Space Above This Line for Recorder's Use Only

Escrow No.: 54362-06

### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this Second Day of October, 2006, between

TRUSTOR: Andrew Robert Harrod and ~~Thomas M. Harrod~~ Husband and Wife as Joint Tenants

whose address is 408 Windflower Lane, Placentia, CA 92870, and

TRUSTEE: North County Services, Inc., a California Corporation, and

BENEFICIARY: Robert M. Harrod and Georgia M. Harrod, Trustees of The Harrod Family Trust dated 2-17-95

THIS DOCUMENT IS FILED FOR RECORD BY TICOR TITLE INS. CO. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Placentia, Orange County, State of California, described as:

Lot 39 of Tract 8037, in the City of Placentia, County of Orange, California as per map recorded in Book 323, Page(s) 49 and 50, of Miscellaneous Maps in the Office of the County Recorder of said County.

Except all Oil, Petroleum, Natural Gas, Mineral Rights and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, without any right of entry upon the surface of said land for the purpose of exploring for, extracting, mining, boring, reworking or marketing said substances, as reserved by C.S. Chapman and others, in the deed recorded in Book 10519, Page 424, Official Records.

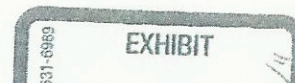
This Note is given and accepted as a portion of the purchase price.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$735,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

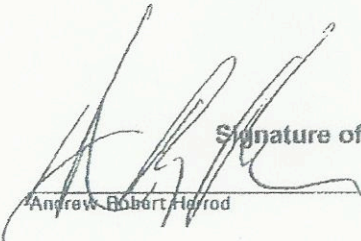


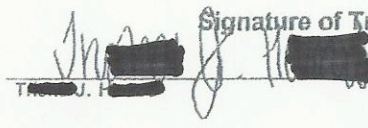
COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	186	1307	Siskiyou	506	702
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	6039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	656	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	467	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	596
El Dorado	704	635	Merced	1680	753	San Luis Obispo	1311	137	Tulare	2630	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	367	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

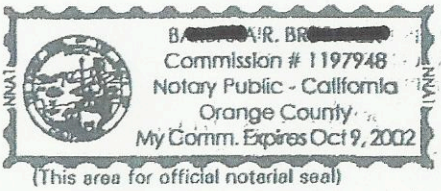
  
 Signature of Trustor  
 Andrew Robert Harrod

  
 Signature of Trustor  
 Thomas J. Harrod

STATE OF CALIFORNIA )  
 COUNTY OF Orange ) ss

On June 15, 1999 before me, B. R. B., Notary Public, personally appeared Andrew Robert Harrod and Thomas J. Harrod personally known to me ( or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
 Signature B. R. B.





Recording Requested By  
First American Title Insurance Company

Order No. 9913712  
Escrow No. 992282-BB  
Loan No.

Recorded in the County of Orange, California  
Gary L. Granville, Clerk/Recorder

WHEN RECORDED MAIL TO:



15.00

MR. AND MRS. ROBERT HARROD  
124 N. May Avenue  
Monrovia, California 91016

19990452185 2:25pm 06/17/99  
006 7023841 07 28  
D11 A36 2 0 12.00 0.00 3.00 0.00 0.00 0.00  
0.00 0.00 0.00

9913712-JL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
(SHORT FORM)

This DEED OF TRUST, made this 15<sup>th</sup> day of June, 1999, between ANDREW ROBERT HARROD and T [REDACTED]  
H [REDACTED], herein called TRUSTOR, whose address is 408 Windflower Lane, Placentia, California 92870,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and <sup>\*\*</sup>THE HARROD  
FAMILY TRUST DATED THE 17<sup>th</sup> DAY OF FEBRUARY 1995, herein called BENEFICIARY,  
<sup>\*\*</sup>ROBERT HARROD AND GEORGIA HARROD, TRUSTEES OF

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the city of Placentia,  
County of Orange, State of California, described as:

LOT 39, OF TRACT NO 8037, AS SHOWN ON A MAP RECORDED IN BOOK 323, PAGES 49 AND 50 OF  
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA (Complete Legal attached as Exhibit "A")  
EXCEPT ALL OIL, PETROLEUM, NATURAL GAS, MINERAL RIGHTS AND OTHER HYDROCARBON SUBSTANCES  
LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, WITHOUT ANY RIGHT OF ENTRY  
UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, EXTRACTING, MINING, BORING,  
REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED BY C.S. CHAPMAN AND OTHERS, IN THE DEED  
RECORDED IN BOOK 10519, PAGE 424, OFFICAL RECORDS.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and  
conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of  
\$250,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor,  
payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated  
by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor,  
or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Daed of Trust, and with respect to the property above described, Trustor expressly makes each and  
all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in  
subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed  
of trust recorded in Orange County August 17, 1984, and in all other counties August 18, 1984, in the book and at the page of  
Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of  
such county, namely:

(CONTINUED ON NEXT PAGE)

1-6809 EXHIBIT



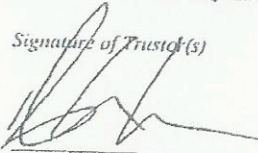
County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Sofala	1105	182
Amador	104	348	Kern	3427	60	Monro	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	796	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Yuba	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	869	Trinity	93	360
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626	572	Mariposa	77	392	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glen	422	184	Merced	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527	San Diego Series 2						Yuba	334	486			

(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

  
 Andrew Robert Harrod

  
 T. J. Harrod

Document Date: October 03, 2006

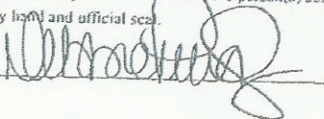
STATE OF CALIFORNIA  
 COUNTY OF Orange

SS

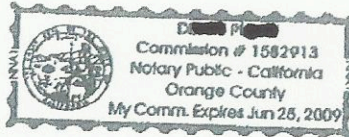
On 10/6/06 before me, Debbie Purdy notary public  
 personally appeared Andrew Robert Harrod and T. J. Harrod

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the

WITNESS my hand and official seal.

Signature 

This area for official notarial seal.





GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF THE NOTARY: Donna P. [REDACTED]  
DATE COMMISSION EXPIRES: 6-25-2009  
COUNTY WHERE BOND IS FILED: Orange  
COMMISSION NUMBER: 1582913  
MANUFACTURER / VENDOR NUMBER: 774  
PLACE OF EXECUTION: Fullerton DATE: 10-10-06  
SIGNATURE: Donna P.

---

I CERTIFY UNDER PENALTY OF PERJURY AND THE LAWS OF THE STATE OF CALIFORNIA THAT THE ILLEGIBLE PORTION OF THIS DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

PLACE OF EXECUTION: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_



Escrow No.: ~~54362-00~~  
 Reference: 408 Windflower Lane  
 Placentia, CA 92870

Close Date: October 10, 2006

Page: 1

**BORROWER CLOSING STATEMENT**

Andrew Robert Harrod  
 T:   
 408 Windflower Lane  
 Placentia, CA 92870

**BORROWER:**

- - DEBITS - - - - CREDITS - -

**Existing and New Encumbrances:**

New Encumbrance		\$735,000.00
Robert M. Harrod		
Georgia M. Harrod		

**Payoff(s):**

Payoff of Existing Loan to:	\$591,186.40
Countrywide DEMANDS	
Countrywide DEMANDS	\$1,246.98
To: 10/12/2006	
Recording Fee	\$6.00
Reconveyance Fee	\$45.00
Pre-Payment Fee	\$16,489.51
Statement / Forwarding Fee	\$30.00

**New Loan Charges:**

unused loan amount	\$125,000.00
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**Disbursements Paid:**

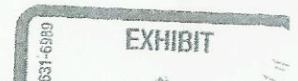
recording Fees to Ticor Title Insurance	\$10.00
notary to Debbie Purdy	\$20.00

**Escrow Fees:**

Escrow Fees	\$885.00
-------------	----------

Check Herewith	\$81.11
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Totals	\$735,000.00	\$735,000.00
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**NOTE SECURED BY DEED OF TRUST**  
**INSTALLMENT NOTE - INTEREST INCLUDED**

\$735,000.00

Fullerton, CALIFORNIA

October 02, 2006

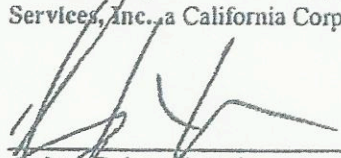
In installments and at the time hereinafter stated, for value received, I/We, promise to pay to

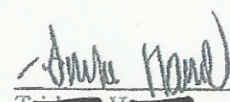
Robert M. Harrod and Georgia M. Harrod, Trustees of the Harrod Family Trust dated 2-17-95

or order, at , or at place designated by the holder(s) hereof, the principal sum of Seven Hundred Thirty Five Thousand Dollars and 00/100 Cents (\$735,000.00) with interest from October 10, 2006 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 5% per cent per annum. Principal and interest payable in monthly installments of \$3,544.15 or more, commencing on the 10<sup>th</sup> day of November, 2006 and continuing each and every month thereafter until October 10 2046 at which time the entire unpaid principal balance, together with interest due thereon, shall become all due and payable.

"In the event the property described herein, or any part hereof, or any interest therein, is sold, conveyed, alienated, assigned or otherwise transferred by the Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the Beneficiary thereof, and without demand or notice shall immediately become due and payable, except as prohibited by California Civil Code Section 2924.6, or other applicable law."

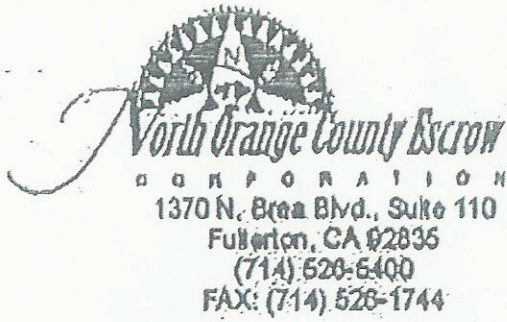
Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credited on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to North County Services, Inc., a California Corporation as Trustee, affecting the property located at: 408 Windflower Lane, Placentia, CA 92870

  
 Andrew Robert Harrod

  
 Trustee Harrod

**DO NOT DESTROY THIS NOTE:** When paid, said original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.





Robert M. Harold ~~George M. Harold~~  
322 Carnation Drive  
Placentia, CA 92870

Date: October 11, 2006  
Escrow No. ~~94062-06~~  
Loan No. :

Attn:

Borrower: Andrew Robert Harold and ~~Thomas J. Harold~~  
Property: 408 Windflower Lane, Placentia, CA 92870

We are pleased to inform you that the above referenced escrow was closed on October 10, 2006, and we enclose the following for your records:

Certified Copy of the Final HUD/RESPA Settlement Statements,  
Original Note and copy of Deed of Trust, Original Deed of Trust will be mailed to you.

If you have any questions or need anything further, please do not hesitate to call.

Sincerely,

North Orange County Escrow Corporation

~~David P. [redacted]~~  
Escrow Officer

ddp



*N.O.C. Escrow Corp*

North Orange County Escrow Corp.  
1370 H. Drive Blvd. Suite 110  
Fountain Valley, CA 92708  
(714) 826-6000

TRUST RECEIPT NUMBER: 103086

COMPANY

OFFICE

Rec. No.: 103086

5100  
ESCROW NO.

0001

DATE

10/05/2006

Received From RTM. Harrod

Amount of Six Hundred Ten Thousand Dollars and 00/100 Cents

\$ 610,000.00

Cash  Check  Wire  Received After Hour   
 Draft  Cashier Chk  Money Order  Benefit of  Buyer  Other  Seller

ABACK#

PROPERTY ADDRESS:  
408 Windflower Lane  
Placentia, CA 92870

Received by ~~D. M. Smith~~ DDP

ORIGINAL COPY

SYSTEMS (714) 658-9399

131-6989

EXHIBIT

1/11