

PROPERTY ADDRESS

TMK

[Tax Map Link](#)



Ashley Seeger

Vice President

Business Development

c: 808.222.3021

ASeeger@ortc.com

151 Hekili St #201, Kailua, HI 96734

[Visit my website](#)

[Click here to view a guide to this Property Profile](#)

Old Republic Title & Escrow of Hawaii | 737 Bishop Street | Suite 2200 | Honolulu, HI 96813-3705 | T: 808.566.0100

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1909 ALA WAI BLVD, Apt 201

OPEN COUNTY SITE

Taxkey: [1-2-6-14-26-3](#) | Subdivision: WAIKIKI | Project: ROYAL ALOHA

PROPERTY BASICS

OWNER: **ALOHA SECURITIES & INV CO/ETAL**

TENURE: **Leasehold**

DWELLINGS: **1**

BEDROOMS/BATHS: **2/1**

LESSEE: **AOAO OF ROYAL ALOHA**

TAX PAYER: **AOAO OF ROYAL ALOHA FISHER,EVELYN**

ANNUAL TAX (2023) : **\$5,689.60**

PITT CODE: **1-RESIDENTIAL(Oahu, Hawaii)**

LOT#:

TAX BILL: **1323 KAMEHAME DR, HONOLULU HI 96825 USA**

BUILDINGS: **1**

LAND USE:

ZIP: **96815**

ZONING: **RESCOM**

CENSUS TRACT: **20.05**

LAND SIZE: **0 sqft**

BUILDING SIZE: **674 sqft**

LEGAL INFO: **APT 201 ROYAL ALOHA CONDO MAP 284 TOG/PKG ST 39 UND 0.6665% LEASEHOLD INT IN LAND**

Assessed Values

Year	Property Taxes	Land	Building	Tax Assessment
2024		\$189,600	\$215,100	\$404,700 No Change
2023	\$5,689.60 +4,298.70 +309.06%	\$189,600	\$215,100	\$404,700 +\$7,300 +1.84%
2022	\$1,390.90 +95.55 +7.38%	\$278,200	\$119,200	\$397,400 +\$27,300 +7.38%
2021	\$1,295.35 -232.05 -15.19%	\$278,200	\$91,900	\$370,100 -\$66,300 -15.19%
2020	\$1,527.40 -85.05 -5.27%	\$262,700	\$198,000	\$460,700 +\$138,200 +42.85%
2019	\$1,612.45 +483.70 +42.85%	\$227,700	\$94,800	\$322,500 -\$3,500 -1.07%
2018	\$1,128.75 -12.25 -1.07%	\$175,200	\$150,800	\$326,000 +\$16,600 +5.37%
2017	\$1,141 +58.10 +5.37%	\$143,600	\$165,800	\$309,400 -\$37,600 -10.84%
2016	\$1,082.90 -131.60 -10.84%	\$122,600	\$224,400	\$347,000 +\$25,600 +7.97%
2015	\$1,214.50 +457.10 +60.35%	\$96,300	\$225,100	\$321,400 +\$33,100 +11.48%
2014	\$757.40 +115.85 +18.06%	\$92,000	\$196,300	\$288,300
2013	\$641.55			

Exemptions

Land	Building	Total
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$105,000	\$105,000
\$0	\$105,000	\$105,000

CONDO NAME: **ROYAL ALOHA**

CONDO INTEREST: **0.00%**

PARKING SPACES: **1**

CONDO TYPE: **Interior**

CONDO STYLE: **Highrise**

COMMON PROPERTY: **pool**

FLOOR: **2**

VIEW: **Other View**

SALES

8/28/1980	AS - Agreement of Sale		\$75,000 TCT 327096	
11/20/1984	AS - Agreement of Sale	SUGIMOTO SEIJI/YUKO, Individual	\$57,000 LCD 1268545 TCT 327096	
2/17/1988	AL - Assignment of Lease	SUGIMOTO SEIJI/YUKO, Individual	\$0 LCD 1530698 TCT 327096	
11/7/2003	AL - Assignment of Lease	PROSCH, DONNA MARIE, Single Woman (Joint Tenancy) ALLEN, JENNIE MARIE, Single Woman (Joint Tenancy) CONDOMINIUM MAP #284	\$140,000 LCD 3023386 TCT 327096	BOC
2/7/2014	AL - Assignment of Lease	AOAO OF ROYAL ALOHA, A Company or Corporation	\$70,000 LCD 8803216 TCT 327096	BOC

DEVELOPER'S PUBLIC REPORT/ASSOCIATION BIENNIAL REGISTRATION

PROJECT NO: 554	PROJECT NAME: ROYAL ALOHA, THE - SEE REG #855	ADDRESS: 1909 ALA WAI BLVD	DEVELOPER:
PROJECT NO: 855	PROJECT NAME: ROYAL ALOHA	ADDRESS: 1909 ALA WAI BLVD	DEVELOPER: HUNG WO CHING (ETAL)

RECORDED LOANS FOR 1-2-6-14-26-3

Original Loan Amount	Type	Lender Type	Lender	Recorded	Document LCD
\$133,000	New Conventional	LNDR - Lending Company	Hawaii Homeloans Inc	11/7/2003	LCD 3023387 BOC

BUILDING DETAILS

TMK# 1-2-6-14-26-3

BLDG 1 OF 1

CARD 1 OF 1

MAINYEAR BUILT: **1971**STYLE: **Condo**BLDG QUALITY: **(3) Fair**EFFECTIVE YEAR BUILT: **1971**SHAPE: **Irregular**OCCUPANCY: **HPR**PHYSICAL CONDITION: **Average**ROOF STRUCTURE: **Concrete**FRAMING: **Concrete**COST & DESIGN FACTOR: **1.00%**ROOF MATERIAL: **Built-up**EXTERIOR WALL: **Other**

ECONOMIC FACTOR:

ROOF DESIGN: **Flat**INTERIOR WALL STRUCTURE: **Double wall**PERCENT COMPLETE: **100%**FOUNDATION: **Concrete**INTERIOR WALL MATERIAL: **Plaster Board**BUILDING VALUE: **\$236,500**CENTRAL AC/HEAT: **None**ATTIC: **None**

BASEMENT:

FLOORING: **Resil tile**POOL: **None**CEILING: **Plaster-board**FLOOR CONSTRUCTION: **Concrete slab****FLOOR AREAS****ROOMS****BATHS**LLLA: **0**FAMILY RMS: **0**FULL BATHS: **1**1ST STORY: **674**BEDROOMS: **2**HALF BATHS: **0**2ND STORY: **0**REC ROOMS: **No**ADD'L FIXT.: **1**ADDL STORY: **0**TOTAL RMS: **4**TOTAL FIXT.: **4**HALF STORY: **0**REC ROOM AREA: **0**ATTIC: **0**TOTAL SFLA 1: **674**BASEMENT: **0****RESIDENTIAL BUILDING ADDITIONS**

#	1st Story	Area
Main		674 sqft
B	PORCH CEILED RECESSED OPEN	70 sqft

BUILDING SKETCH[OPEN COUNTY SITE](#) **DEPARTMENT OF PLANNING AND PERMITTING**

This data from the Department of Planning and Permitting is unofficial and is subject to change without notice. It is the user's responsibility to verify the accuracy of information from official documents which are available for inspection at the City department responsible for the data.

COUNCIL DISTRICT EFFECTIVE 200 : **4 - Tommy Waters**DEVELOPMENT PLAN AREAS : **Primary Urban Center**FLOOD ZONES : **AO - 100 Year Flood, 1 to 3 Feet with Sheet Flows**HEIGHT LIMIT : **65'**LOT RESTRICTION : **Nonconforming Use -- TVU**NEIGHBORHOOD BOARDS : **9 - WAIKIKI**SLIDE AREA : **None**SMA : **Not in SMA**SPECIAL DISTRICTS : **Waikiki Special District**STATE LAND USE : **Urban District**STREET SETBACK : **NONE**ZONING (LUO) : **Resort Mixed Use Precinct (Waikiki SD)**

BUILDING PERMITS

Start	End	Number	Amount	Status	Purpose	Owner
4/10/1973	9/1/1979	006084	\$1,500	Converted	Electrical	MANNOS RESTAURANT
9/13/1976	9/1/1979	072320	\$75,000	Converted	Alteration - Electrical - Plumbing	HAN H CHING
9/17/1976	9/1/1979	072627	\$0	Converted	Plumbing	H CHING
10/6/1976	9/1/1979	073504	\$0	Converted	Electrical	HAN H CHING
9/22/1977	9/1/1979	089508	\$8,000	Converted	Alteration - Addition	HAN H CHING
2/1/1978	9/1/1979	095880	\$21,000	Converted	Alteration - Electrical - Plumbing	TOKYO JOE INC
10/4/1979	9/1/1979	128847	\$3,400	Converted	Addition	DONALD E HACKETT
10/24/1979	9/1/1979	130045	\$500	Converted	Alteration	HUNG WO CHING
12/21/1979	2/26/1986	132690	\$5,232	Completed	Alteration	CERTIFIED MANAGEMENT
12/4/1980	1/15/1981	147412	\$59,130	Completed	Plumbing - HEAT EXCHANGER	ROYAL ALOHA



NOTES

Lined area for notes, consisting of 15 horizontal lines within a rounded rectangular border.

ADDITIONAL RELEVANT DOCUMENTS (IF ANY) ARE ATTACHED HERETO

5N



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

May 15, 2012 10:45 AM

Doc No(s) T-8170270

on Cert(s) 327096

Issuance of Cert(s)



1 1/1 FEH
B-32062214

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN TO:

RETURN BY: MAIL PICKUP

EKIMOTO & MORRIS, LLLC
JOHN A. MORRIS, ESQ./hbb
AMERICAN SAVINGS BANK TOWER
1001 BISHOP STREET, SUITE 780
HONOLULU, HAWAII 96813

Total Page(s): 5

NOTICE OF LIEN

Lienor: ASSOCIATION OF APARTMENT OWNERS OF ROYAL ALOHA

Debtor(s): **DONNA MARIE PROSCH**, unmarried,
and **JENNIE MARIE ALLEN**, unmarried
1909 Ala Wai Blvd., #201
Honolulu, Hawaii 96815

Property: Royal Aloha, Apt. 201
Land Court Document No. 3023386
Tax Map Key No. (1) 2-6-014-026; CPR No. 0003
Transfer Certificate of Title No. 327,096

Pursuant to and in accordance with §514B-146 of the Hawaii Revised Statutes, Lienor, by its Board of Directors, hereby files its notice of lien for unpaid assessments against that certain property described in Exhibit "A" attached hereto and incorporated herein by reference, which property is subject to Chapter 514B, Hawaii Revised Statutes, and is owned or reputedly owned by Debtor(s), by that certain instrument filed on November 4, 2003 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 3023386

G:Royal Aloha #201
Lien vs. Donna Prosch & Jennie Allen

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 15 day of May, 2012, before me appeared RUSSELL H. ANDO to me personally known, who being by me duly sworn, did say that she is an Authorized Agent of EKIMOTO & MORRIS, a Limited Liability Law Company, Attorney-in-Fact of the Board of Directors of the ASSOCIATION OF APARTMENT OWNERS OF ROYAL ALOHA, duly appointed under Power of Attorney dated the 9th day of December, 2010, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4028583, which Power of Attorney is in full force and effect; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that he executed the same as the free act and deed of said Association. Said Association has no seal.



Cara Cawagas
Printed Name: Cara Cawagas
Notary Public, State of Hawaii

My Commission Expires: 11-13-2015

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Notice of Lien - Apt. 201, Royal Aloha</u> (Put title of document, together with Apt. No. and Name of Project)	
Document Date: <u>MAY 15 2012</u>	Jurisdiction: First Circuit (in which notarial act is performed)
No. of Pages: <u>5</u>	
<u>Cara Cawagas</u> Signature of Notary	<u>MAY 15 2012</u> Date of Notarization and Certification Statement
<u>Cara Cawagas</u> Printed Name of Notary	(Official Stamp or Seal)

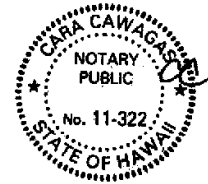


EXHIBIT "A"

That certain Condominium Conveyance Document dated March 28, 1978, by and between HUNG WO CHING, husband of Elizabeth Lau Ching, HAN YUAN CHING, husband of Myrna Lum Ching, HAN HSIN CHING, husband of Barbara Yuk Hoong Ching, and HAN PING CHING, unmarried, as Lessors, and DAVID WALTER SOULE' and LUCILLE EMMA SOULE', husband and wife, as Lessees, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 871476, as amended by instrument dated June 18, 1981, filed as Land Court Document No. 1084130; said Condominium Conveyance Document, as amended, through mesne conveyances, was assigned and conveyed to Assignor herein, by Assignment of Condominium Conveyance Document dated February 12, 1988, filed in the Office of the Assistant Registrar of said Land Court as Document No. 1530698 and duly noted on Transfer Certificate of Title No. 327,096; which Condominium Conveyance Document, as amended, demises or conveys the property described as follows:

FIRST:

All of that certain real property situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

ITEM I

Apartment No. 201 of that certain Condominium Project known as "ROYAL ALOHA", as shown on Condominium Map No. 284, filed in the Office of the Assistant Registrar of said Land Court.

TOGETHER WITH all non-exclusive easements appurtenant to the apartment in the common elements, the limited common elements, and in all other apartments in the Condominium Project, as provided in that certain Declaration of Horizontal Property Regime dated July 15, 1976, filed in the Office of the Assistant Registrar of said Land Court as Document No. 773405, as amended, and/or as shown on Condominium Map No. 284, and/or as contained in that certain Condominium Conveyance Document herein referred to.

TOGETHER ALSO, WITH an exclusive easement to use parking stall No. 39, outside lower level, designated on said Condominium Map No. 284.

ITEM II

An undivided 0.6665% interest in all the common elements (exclusive of the land) of said Condominium Project, as declared and established by said Declaration, as amended.

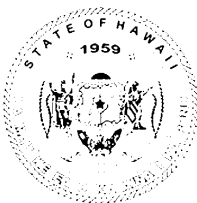
SECOND:

An undivided 0.6665% leasehold interest in the land (exclusive of improvements) hereinafter referred to.

TOGETHER WITH all non-exclusive easements appurtenant to the common elements, the limited common elements, and in all other apartments in the Condominium Project, as provided in the Declaration, as amended, and/or as shown on said Condominium Map, and/or as contained in said Condominium Conveyance Document.

SUBJECT, as to FIRST and SECOND, to all exclusive and non-exclusive easements appurtenant to the common elements, the limited common elements, and to all other apartments in the Condominium Project.

The land upon which the foregoing Condominium Project is located is described in the aforesaid Declaration of Horizontal Property Regime, as amended, which description is specifically incorporated herein by reference.



**STATE OF HAWAII
OFFICE OF THE ASSISTANT REGISTRAR
RECORDED**

June 24, 2024 8:02 AM

Doc No(s) T - 12593244
on Cert(s) 327096
Issuance of Cert(s)

Doc 1 of 1
Pkg 12385341 WDD

/s/ LESLIE T KOBATA
ASSISTANT REGISTRAR

LAND COURT RECORDING SYSTEM

REGULAR RECORDING SYSTEM

After Recordation Return By: Mail (x) Pickup ()

TMLF HAWAII LLLC
1099 ALAKEA STREET, SUITE 1500
HONOLULU, HI 96813

This document contains
18 pages

TYPE OF DOCUMENT:

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST ALL DEFENDANTS
AND FOR INTERLOCUTORY DECREE OF FORECLOURE; EXHIBIT "A"**

TCT: **327,096**

TS#: **131883**

Case #**17-1-1900-11 (JHA)**

County: **Honolulu**

TMLF HAWAII LLLC
A Hawaii Limited Liability Law Company

STEPHEN J. TRIMBLE #11462
JASON L. COTTON #10453
1099 Alakea Street, Suite 1500
Honolulu, HI 96813
Telephone: 808-489-9741
Facsimile: 808-489-9835
TMLFHawaii@mtglawfirm.com

Electronically Filed
FIRST CIRCUIT
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29-MAY-2024
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Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAII

U.S. BANK TRUST NATIONAL
ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY BUT SOLELY AS OWNER
TRUSTEE FOR RCF 2 ACQUISITION
TRUST,

Plaintiff,

vs.

DONNA MARIE PROSCH; JENNIE
MARIE ALLEN; ASSOCIATION OF
APARTMENT OWNERS OF ROYAL
ALOHA; JOHN DOES 1-20; JANE DOES 1-
20; DOE CORPORATIONS 1-20; DOE
ENTITIES 1-20; AND DOE
GOVERNMENTAL UNITS 1-20,

Defendants.

CIVIL NO. 17-1-1900-11 (JHA)
(FORECLOSURE)

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER GRANTING
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT AGAINST ALL
DEFENDANTS AND FOR
INTERLOCUTORY DECREE OF
FORECLOSURE; EXHIBIT "A"**

HONORABLE JAMES H. ASHFORD

HEARING DATE: 05/01/2024

HEARING TIME: 9:00 a.m.

NO TRIAL DATE SET

PLEASE NOTE CHANGES

I do hereby certify that the foregoing is a full, true and correct copy of the official court record of the Courts of the State of Hawai'i.
Dated at: Honolulu, Hawai'i 13-JUN-2024, /s/ Lori Ann Okita, Clerk of the First Judicial Circuit, State of Hawai'i



**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER GRANTING
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST ALL DEFENDANTS
AND FOR INTERLOCUTORY DECREE OF FORECLOSURE**

On 01/10/2024, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST ("Plaintiff") filed its Motion for Summary Judgment Against All Defendants and for Interlocutory Decree of Foreclosure ("Motion"). On 05/01/2024 at 9:00 a.m., the Honorable James H. Ashford heard oral arguments on the Motion. Stephen J. Trimble, Esq. of TMLF Hawaii LLLC appeared on behalf of Plaintiff. No other parties appeared.

The Court having considered the Motion, the Memorandum in Support of the Motion, the Supporting Declaration, attached Exhibits and all other filings in support of and in relation to the Motion and the arguments of counsel, hereby finds, concludes, and orders as follows:

FINDINGS OF FACT

To the extent that any of the following Findings of Fact shall be determined to be Conclusions of Law, they shall be deemed as such.

1. Plaintiff is a National Association acting solely in its capacity as said Trustee.
2. At all times relevant, Defendants DONNA MARIE PROSCH and JENNIE MARIE ALLEN are known persons, and are subject to the jurisdiction of this Court by virtue of Defendants DONNA MARIE PROSCH and JENNIE MARIE ALLEN ownership, use, or possession of the property which is the subject of this action.
3. On or about 11/04/2003, for value received, Defendants DONNA MARIE PROSCH and JENNIE MARIE ALLEN ("Borrowers") made, executed and delivered to Hawaii HomeLoans, Inc. ("Lender") a Note ("Note") in the principal amount of \$133,000.00.

4. For the purposes of securing payment on the Note of the principal sum, interest thereon, and all other charges as provided for in the Note, Borrowers made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., solely as a nominee for Lender and its successors and assigns, that certain Mortgage ("Mortgage"), which encumbers the interest in the real property located at 1909 Ala Wai Blvd #201, Honolulu, HI 96815, Tax Map Key number 1-2-6-014-026-0003 ("Property"), more fully described in Exhibit "A" attached hereto. The Mortgage was recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") on 11/07/2003 as Document Number 3023387 and duly noted on Transfer Certificate of Title ("TCT") Number 327,096.

5. The Mortgage was assigned to GMAC Mortgage, LLC by that Assignment of Mortgage ("Assignment 1") recorded in the Land Court on 3/28/2011 as Document Number 4059996, and duly noted on TCT Number 327,096.

6. The Mortgage was assigned to Green Tree Servicing LLC by that Assignment of Mortgage ("Assignment 2") recorded in the Land Court on 08/27/2014 as Document Number T-9004283, and duly noted on TCT Number 327,096.

7. A Limited Power of Attorney ("LPOA 1") executed 04/30/2013 was recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document Number A50180709. LPOA 1 was used to execute Assignment 2.

8. Effective 08/31/2015, Green Tree Servicing LLC merged with and into Ditech Financial LLC as reflected by that Order Granting Amended Petition for Order Re: Merger and Change of Name of Ditech Mortgage Corp, DT Holdings LLC and Green Tree Servicing LLC to Ditech Financial LLC ("Land Court Order") recorded on 09/29/2015 in the Land Court as Document Number T-9402314 and in the Bureau as Document Number A-57500939.

9. The Mortgage was assigned to New Residential Mortgage LLC by that Assignment of Mortgage (“Assignment 3”) recorded in the Land Court on 03/06/2020 as Document Number T11022295, and duly noted on TCT Number 327,096.

10. The Note was negotiated to Plaintiff and the Mortgage was subsequently assigned to Plaintiff by that Corporate Assignment of Mortgage (“Assignment 4”) recorded in the Land Court on 02/27/2023 as Document Number T-12110135, and duly noted on TCT Number 327,096.

11. A Limited Power of Attorney (“LPOA 2”) executed 04/30/2013 was recorded in the Land Court as Document Number T-11859244. LPOA 2 was used to execute Assignment 4.

12. Plaintiff’s predecessor in interest was the holder of the Note, indorsed in blank at the time the Complaint was filed.

13. The Note, Mortgage, and Assignments are collectively referred to as the “Loan Documents”.

14. Borrowers defaulted in the performance of the terms and conditions set forth in the Loan Documents.

15. By reason of the foregoing default, Plaintiff exercised its option under the terms and conditions of the Loan Documents to declare the entire principal balance of the Note due thereunder, together with interest, immediately due and payable.

16. Due notice of the acceleration of the Note was given to the Borrowers, and although Plaintiff has made demand upon said Borrowers for payment of all amounts owing under the Note, Borrowers failed to pay the sums due under the Note.

17. By reason of said default, Plaintiff is entitled to foreclose upon the Property in accordance with the terms and conditions provided in the Loan Documents.

18. As of 12/08/2023, the Borrowers owed Plaintiff under the Note, the amount of \$293,952.18, calculated as follows:

Principal Balance:	\$112,499.99
Interest Amount:	\$86,912.72
Interest Due From 07/01/2010 to 12/08/2023 @ 5.750%	
Per Diem: \$17.72	
Late Charges:	\$38.81
Property Inspection Costs:	\$899.20
Property Preservation:	\$214.13
HOA Fees:	\$57,118.87
Hazard Insurance:	\$19,126.05
Mortgage Insurance:	\$2,130.32
County Real Property Taxes:	\$15,069.66
Initial Escrow Balance	(\$57.57)
<hr/> Total Due:	<hr/> \$293,952.18

Interest continues to accrue on the Note at the rate of 5.750% per annum or \$17.72 per day, for each day after 12/08/2023 to the date that proceeds from the foreclosure sale are disbursed to Plaintiff or until paid, whichever occurs first. Attorneys' fees, litigation expenses and protective advances, among other fees and costs, will also continue to accrue.

19. There is no just reason to delay entry of judgment on the Findings of Fact, Conclusions of Law and orders set forth herein.

CONCLUSIONS OF LAW

To the extent that any of the following Conclusions of Law shall be determined to be Findings of Fact, they shall be deemed as such.

1. This Court has jurisdiction over the subject matter of this action and over the parties herein.

2. Venue is proper pursuant to Hawaii Revised Statutes (“HRS”) § 603-36 as the claims stated herein arise in this circuit and real property in question herein is situated in this circuit.

3. Plaintiff’s Mortgage is a valid first mortgage lien on the Property with priority over any other liens and encumbrances thereon, except for the lien of any delinquent real property taxes.

4. Lender and Borrowers entered into enforceable Note and Mortgage contracts.

5. Plaintiff is the holder of the Note and Mortgage and is entitled to enforce them. Plaintiff qualifies as the Note holder with standing to prosecute the instant action as the Note is indorsed in blank, thereby converting the Note to a bearer instrument, and Plaintiff is currently in rightful possession of the indorsed Note.

6. Plaintiff’s predecessor in interest, Ditech Financial LLC was the holder of the Note, indorsed in blank, at the time the Complaint was filed.

7. The Mortgage was duly assigned to Plaintiff by virtue of Assignment 4.

8. Borrowers are in default under the terms of the Loan Documents.

9. Plaintiff is entitled to the entry of summary judgment and an interlocutory decree of foreclosure against all Defendants in the foreclosure action, on the grounds that no genuine issue of material fact exists, and Plaintiff is entitled to summary judgment and an interlocutory decree of foreclosure as a matter of law.

10. Plaintiff also is entitled to an award of attorneys’ fees and costs under the terms and conditions of the Loan Documents.

11. As there is no just reason for delay, this Court expressly directs that final judgment be entered, entitling Plaintiff to foreclose upon the Property.

**ORDER GRANTING PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT
AGAINST ALL DEFENDANTS AND FOR INTERLOCUTORY DECREE OF
FORECLOSURE**

Pursuant to the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Summary judgment and an interlocutory decree of foreclosure in favor of Plaintiff and against all Defendants is hereby entered. This Court expressly directs that said summary judgment and interlocutory decree of foreclosure be entered as a final judgment under Rule 54(b) of the Hawaii Rules of Civil Procedure as there is no just reason for delay.

2. Borrowers are in default under the terms of the Loan Documents described above.

3. Interest, late fees, attorneys’ fees and costs, protective advances and/or such other amounts as the Court determines appropriate, continue to accrue to the date that proceeds from the foreclosure sale are disbursed to Plaintiff or until paid, whichever occurs first.

4. Ronald M. Okubo, is hereby appointed Commissioner of this Court in this action, with an address of 1451 South King Street, Suite 208; Honolulu, HI 96814

and having a telephone number of 808-988-1400 ~~and email address of~~ *jha*

jha _____, and as Commissioner, is authorized and directed to take possession and control of the Property, including but not limited to, collecting rental payments and to sell the Property at a public or private sale in lawful currency of the United States of America. The Commissioner shall conduct open houses for purposes of the public or private sale, and under such terms and conditions as herein set forth and to make and deliver to the highest bidder (“Purchaser”) an appropriate instrument of conveyance of title to the Property upon confirmation of the sale by this Court, unless otherwise ordered by the Court. The Commissioner shall publish a notice of the sale or sales of the Property either in a newspaper of general circulation either once

each week for three (3) consecutive weeks, with the auction to take place no sooner than fourteen (14) days after the appearance of the third advertisement or by publishing the Notice of Foreclosure Sale on a state website not less than twenty-eight (28) days before the sale date and publish the Notice of Foreclosure Sale once in a newspaper of general circulation at least fourteen (14) days prior to sale, in accordance with the requirements of HRS § 667-20. The Commissioner may postpone the sale in accordance with HRS § 667-20.1. No bond shall be required of the Commissioner. In the event that the Commissioner is unable or unwilling to act as Commissioner, this Court may appoint another without notice or hearing. The Commissioner's fees and costs shall be submitted to and awarded accordingly by the Court, and shall be deemed to be secured by the Mortgage.

5. Plaintiff or its designee is authorized to be a purchaser at the foreclosure sale, and to credit bid up to the total amount due to Plaintiff without the requirement of any down payment at said sale.

6. In the event that the Property is sold at public auction, there shall be no upset price at the sale, and the Property shall be sold "as is", without any representations or warranties as to title or possession. Upon fall of the hammer, the successful bidder shall pay a down payment to the Commissioner, by certified check, in an amount not less than ten percent (10%) of the successful bid price, with the exception of Plaintiff, who may use the amount of its secured indebtedness as the required ten percent (10%) down payment. The balance shall be paid concurrently with delivery of the documents transferring title. Such sale shall not be final until approved by the Court.

7. At the Court's discretion, ten percent (10%) of the purchase price may be forfeited as reasonable damages in full or in part if the Purchaser fails to close within the time set forth below. In no event shall reasonable damages be greater than 10% of the purchase price.

8. Upon confirmation of the sale, the Commissioner is authorized and directed, after the payment of all necessary expenses of such sale, to make application of all the proceeds thereof and all funds which they hold in their capacity as Commissioner so far as the same may be necessary to the payment of amounts found due and owing to Plaintiff from the Borrowers under the Loan Documents, including advances, title search fees, costs, expenses, and attorneys' fees, as determined by this Court.

9. Plaintiff, or its designee, is authorized to be a purchaser at any sale, without the requirement of any down payment at said sale. If Plaintiff is the highest bidder, payment of the down payment and the balance of the sale price shall be made by offset against the amount owed to Plaintiff under the Loan Documents.

10. In the event the Commissioner or the Court determines that it would be appropriate to reopen bidding in Court at the hearing to confirm sale, such reopened court bidding will be allowed on the condition that any such reopened court bid is at least five percent (5%) higher than the highest bid received at public auction.

11. Upon closing of the foreclosure sale herein authorized, all Defendants, and any and all persons claiming any interest in the Property by, through or under all Defendants, are forever barred and foreclosed of and from any and all rights, title, and interest and claims at law or in equity in and to the Property, unless allowed by law.

12. The Purchaser shall pay closing costs, including but not limited to costs of escrow fees, title insurance premiums, conveyance document preparation fees, prorated real property and

conveyance tax, recordation and costs of securing possession after closing. The inability of the Purchaser to secure title insurance or financing shall not be a condition of closing.

13. Upon closing of the foreclosure sale herein authorized, any and all encumbrancers, lienors, mortgagees, judgment lien creditors and others whose interest arises after the recording of Plaintiff's *Notice of Pendency of Action* on the Property recorded in the Land Court on 11/30/2017, as Document Number T-10195355 and duly noted on Transfer Certificate of Title ("TCT") Number 327,096, are forever barred and foreclosed of and from any and all rights, title and interest and claims at law or in equity in and to the Property, unless allowed by law.

14. This Court retains jurisdiction to ascertain the total amount that is due and owing to Plaintiff, consisting of the principal amount due under the Loan Documents, together with interest, advances, late charges, expenses, costs, and attorneys' fees thereon to the date of conveyance of the Property by the Commissioner.

~~15. If the proceeds of the sale are insufficient to pay all amounts due to Plaintiff, a deficiency judgment may be entered against Borrowers in favor of Plaintiff.~~ *jha*

16. This Court further retains jurisdiction to determine among other matters which may later come before this Court, including but not limited to the distribution of surplus proceeds, if any, the amount of a deficiency judgment, and the amount of fees and costs of the Commissioner and Plaintiff's attorneys.

DATED: Honolulu, Hawaii, May 29, 2024.

/s/ James H. Ashford



JUDGE OF THE ABOVE-ENTITLED COURT

U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust v. Donna Marie Prosch, et al., Civ. No. 1CC171001900 (Foreclosure) (First Circuit), Findings of Fact, Conclusions of Law and Order Granting Plaintiff's Motion for Summary Judgment Against All Defendants and for Interlocutory Decree of Foreclosure

Reference #131883 (506)

EXHIBIT "A"

EXHIBIT "A"

CONDOMINIUM CONVEYANCE DOCUMENT

LESSOR/
GRANTOR : HUNG WO CHING, husband of Elizabeth Lau Ching, HAN
YUAN CHING, husband of Myrna Lum Ching, HAN HSIN
CHING, husband of Barbara Yuk Hoong Ching, and HAN
PING CHING, unmarried

LESSEE/
GRANTEE : DAVID WALTER SOULE and LUCILLE EMMA SOULE, husband
and wife, as Tenants by the Entirety

DATED : March 28, 1978
FILED : Land Court Document No. 871476
TERM : From the date hereof to December 31, 2041

ABOVE LEASE AMENDED BY INSTRUMENT

DATED : June 18, 1981
FILED : Land Court Document No. 1084130

THE LESSEE'S INTEREST BY MESNE ASSIGNMENTS ASSIGNED

ASSIGNOR : SEIJI SUGIMOTO and YUKO SUGIMOTO, husband and wife
ASSIGNEE : DONNA MARIE PROSCH, unmarried, and JENNIE MARIE
ALLEN, unmarried, as Joint Tenants

DATED : November 4, 2003
FILED : Land Court Document No. 3023386

EXHIBIT A CONTINUED

Said Leasehold estate and interest in and to the following:

I.

-FIRST:-

Apartment No. 201 of the Condominium Project known as "ROYAL ALOHA", as established by Declaration of Horizontal Property Regime dated July 15, 1976, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 773405, and as shown on Condominium Map No. 284, and any amendments thereof.

Together with appurtenant easements as follows:

- (A) An exclusive easement to use Parking Stall(s), if any, as shown on said Declaration, as amended.
- (B) Non-exclusive easements in the common elements of the building designed for such purposes, for ingress to, egress from, utility services for, and support, maintenance, and repair of said Apartment, in the other common elements of the Building for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided in said Declaration, as amended, and in all other apartments and common elements of the Building for support.

Together also with all permanent fixtures now located within and attached to and used in connection with said Apartment.

-SECOND:-

An undivided 0.6665% interest in all common elements of the building as established for said Apartment by said Declaration, as amended, as tenant in common with the other owners of the apartments of the Project.

II.

EXHIBIT A CONTINUED

An undivided 0.6665% interest in common with all other owners and lessees of undivided interests in the land herein described.

The lands upon which said Condominium Project "ROYAL ALOHA" is located are described as follows:

All of those certain parcels of land situate at Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

-PARCEL FIRST:-

LOTS: 8-B-30-A, area 1,075 square feet,
8-B-30-B, area 1,080 square feet, and
8-B-30-C, area 148 square feet, more or less,

as shown on Map 223, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 279 (amended) of the Guardian Trust Company, Limited;

-PARCEL SECOND:-

LOTS: 8-B-5-A, area 4,500 square feet, and
8-B-5-B, area 500 square feet, as shown on Map 16,
more or less;
70, area 750 square feet, and
71, area 6,750 square feet, as shown on Map 102,
more or less;
72-A, area 1,184 square feet,
72-B, area 808 square feet, and
73-A, area 10,281 square feet, as shown on Map 242,
more or less;

all of Block "A", the maps above referred to by numbers are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 279 (amended);

-Note:- Lots 70, 72-A and 72-B will be acquired by the City and County of Honolulu for street widening purposes, as set forth by Land Court Order No. 6424, filed October 12, 1945.

EXHIBIT A CONTINUED

-PARCEL THIRD:-

LOT 8-B-15, area 3,842 square feet, more or less, in Block "A", as shown on Map 15, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 279 (amended);

Being the land(s) described in Transfer Certificate of Title No. 327,096 issued to Aloha Securities & Investment Company, a registered Hawaii limited partnership.

SUBJECT HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. -AS TO PARCEL FIRST:- Easements, reservation and covenants as contained in Deed dated July 19, 1966, filed as Land Court Document No. 398249.
3. -AS TO PARCELS FIRST AND THIRD:- GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC. and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC., dated October 18, 1968, filed as Land Court Document No. 457746; granting easement for utility purposes.
4. -AS TO PARCEL SECOND:- As to Lots 8-B-5-B, 70, 72-A and 72-B: GRANT in favor of the CITY AND COUNTY OF HONOLULU dated June 7, 1927, filed as Land Court Document No. 13217; granting a perpetual easement for the maintenance of public utilities.
5. The terms and provisions contained in the following:

EXHIBIT A CONTINUED

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR THE
"ROYAL ALOHA" CONDOMINIUM PROJECT AND BY-LAWS

DATED : July 15, 1976
FILED : Land Court Document No. 773405
MAP : 284 and any amendments thereto

Said Declaration was amended by instruments dated September 17, 1976, filed as Land Court Document No. 781846, dated September 27, 1976, filed as Land Court Document No. 783544, dated October 8, 1976, filed as Land Court Document No. 785371, dated November 26, 1976, filed as Land Court Document No. 791754, dated December 29, 1976, filed as Land Court Document No. 802064, dated February 17, 1977, filed as Land Court Document No. 805590, dated February 16, 1977, filed as Land Court Document No. 805591, dated April 5, 1977, filed as Land Court Document No. 811680, dated April 25, 1977, filed as Land Court Document No. 817877, dated June 2, 1977, filed as Land Court Document No. 823242, dated June 9, 1977, filed as Land Court Document No. 823243, dated August 29, 1977, filed as Land Court Document No. 833422, dated October 18, 1977, filed as Land Court Document No. 841206, dated December 9, 1977, filed as Land Court Document No. 850152, dated March 29, 1978, filed as Land Court Document No. 867225, dated March 29, 1978, filed as Land Court Document No. 867227, dated April 21, 1978, filed as Land Court Document No. 876342, dated May 9, 1978, filed as Land Court Document No. 876343, dated November 22, 1978, filed as Land Court Document No. 909742, dated June 19, 1979, filed as Land Court Document No. 952415, dated June 20, 1979, filed as Land Court Document No. 954180, dated June 19, 1979, filed as Land Court Document No. 959760, dated September 21, 1979, filed as Land Court Document No. 969283, dated June 18, 1981, filed as Land Court Document No. 1084129, dated November 21, 1984, filed as Land Court Document No. 1268968, dated December 22, 1993, filed as Land Court Document No. 2105896, dated May 11, 1995, filed as Land Court Document No. 2311067, dated March 29, 2000, filed as Land Court Document No. 2619788, and dated April 19, 2000, filed as Land Court Document No. 2621886.

EXHIBIT A CONTINUED

-Note:- Any recorded amendments to the Declaration of Horizontal Property Regime amending the assignment of parking stalls to and from apartments other than the specific apartment described herein, are not shown.

6. NOTICE OF DETERMINATION OF LEASE RENT dated November 9, 2007, filed as Land Court Document No. 3688033.

7. The terms and provisions contained in Condominium Conveyance Document referred to in Exhibit A.