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If a document is responsive to a request for identification and is in your control, but is not in your possession or custody, identify the person with possession or custody. If any document was but no longer is in your possession or subject to your control, state what disposition was made of it, by whom, and the date or dates or approximate date or dates on which such disposition was made and why.

4. "Note" shall mean that promissory note dated December 1, 1975, between Community Chapel and Bible Training Center and Maureen Pangburn, attached as Exhibit 1 to the Complaint in this action.

5. "Chapel" shall mean the Community Chapel and Bible Training Center, or its predecessors and successors, from 1972 to the present.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1: Produce all copies of the promissory note dated December 1, 1975, signed by Community Chapel and Bible Training Center in favor of Maureen Pangburn, including all prior drafts thereof.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2: Produce all documents relating to the note, from the years 1972 through 1985.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 3

LAW OFFICES OF
PRESTON THORGRIMSON ELLIS & HOLMAN
3400 COLUMBIA SEAFRONT CENTER
707 5TH AVENUE
SEATTLE WASHINGTON 98101
(206) 423 7500

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RESPONSE:

REQUEST FOR PRODUCTION NO. 3: Produce all documents between any persons acting on behalf of the Chapel and plaintiff with respect to plaintiff's 1975 gift or loan of \$480,000 to the Chapel.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4: Produce all documents between the Chapel and plaintiff with respect to plaintiff's requests for assistance with medical and other expenses during the years 1972 through 1985.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5: Produce all minutes of elders' meetings or other meetings of church leadership at which plaintiff's gifts or loans to the Chapel, or the Pangburns' debts to the Chapel, were discussed.

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RESPONSE:

REQUEST FOR PRODUCTION NO. 6: Produce all documents with respect to meetings between Donald Barnett and/or Barbara Barnett and plaintiff with respect to her relationship, courtship, or marriage with Dennis Pangburn, from 1974 through 1985.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7: Produce all documents between Donald Barnett and plaintiff with respect to the house which was built for Maureen and Dennis Pangburn in Normandy Park in 1975; and all documents relating to Donald Barnett's dealings with architects, engineers, building contractors, or others working on that house.

RESPONSE:

REQUEST FOR PRODUCTION NO. 8: Produce all documents relating to the acquisition by the Chapel from the Catholic Archbishop of Seattle of that parcel of real property commonly known as Gethsemane Cemetery in January, 1976.

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 5

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RESPONSE:

REQUEST FOR PRODUCTION NO. 9: Produce all documents regarding financial matters between the Chapel and Maureen and Dennis Pangburn to the extent not produced pursuant to Request Nos. 2 through 8 above.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10: Produce all documents relating to the litigation between plaintiff and the Alaska Highway Department.

RESPONSE:

REQUEST FOR PRODUCTION NO. 11: Produce all bank records from January 1, 1976 to the present relating to the corporate agency account between Seattle-First National Bank and the Chapel dated December 3, 1975 and signed by L. E. Seibold and E. Scott Hartley under Trust No. 001-20-162930; and all other bank records relating to plaintiff's 1975 gift or loan of \$480,000 to the Chapel.

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RESPONSE:

REQUEST FOR PRODUCTION NO. 12: Produce all documents of whatever kind relating to the Chapel's investment of funds from plaintiff's 1975 gift or of the loan of \$480,000 to the Chapel.

RESPONSE:

REQUEST FOR PRODUCTION NO. 13: Produce the Articles of Incorporation and bylaws of the Community Chapel and Bible Training Center, and all documents relating thereto, including without limitation documents relating to church governance.

RESPONSE:

REQUEST FOR PRODUCTION NO. 14: Produce all organizational charts showing pastors, elders, officers, Bible School officials and other management hierarchy of the Chapel for the years 1972 to the present.

RESPONSE:

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION
OF DOCUMENTS TO DEFENDANT - 7

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
8400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE WASHINGTON 98101
(206) 623 7580

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REQUEST FOR PRODUCTION NO. 15: Produce all documents, whether published or unpublished, relating to the history of the Chapel since its inception.

RESPONSE:

REQUEST FOR PRODUCTION NO. 16: Produce copies of all complaints filed against the Chapel in court proceedings since 1972.

RESPONSE:

REQUEST FOR PRODUCTION NO. 17: Produce all documents relating to one-time gifts or no-interest loans made by parishioners to the Chapel in amounts exceeding \$5,000.00, from 1972 to the present.

RESPONSE:

REQUEST FOR PRODUCTION NO. 18: Produce all insurance policies and related documents, including without limitation

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endorsements, riders and amendments, identified in Plaintiff's First Interrogatories to Defendant served herewith.

RESPONSE:

REQUEST FOR PRODUCTION NO. 19: Produce all documents relating to the doctrine or dogma of the Chapel that one's money should be contributed to the Chapel and sacrificed for the "Lord's work".

RESPONSE:

REQUEST FOR PRODUCTION NO. 20: Produce all documents relating to the doctrine or dogma of "disfellowshipping".

RESPONSE:

REQUEST FOR PRODUCTION NO. 21: Produce all documents relating to the doctrine or dogma that Chapel members must submit to the authority of the pastor.

RESPONSE:

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REQUEST FOR PRODUCTION NO. 22: Produce all documents relating to the doctrine or dogma that wives must submit to the authority of their husbands.

RESPONSE:

REQUEST FOR PRODUCTION NO. 23: Produce all documents relating to the doctrine or dogma of "spiritual connections".

RESPONSE:

REQUESTS FOR PRODUCTION DATED this 5 day of November, 1987.

PRESTON, THORGRIMSON, ELLIS & HOLMAN

By Susan Delanty Jones JM
Jane M. Faulkner
Attorneys for Plaintiff, Maureen P. Jorgensen

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT - 10

EXHIBIT 2

Civil Track I
Hon. Gary M. Little

RECEIVED
DEPT. 19

JUL -1 1988

JUDGE

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KATHY LEE BUTLER, et ux., et al.,)
Plaintiffs,)

Consolidated/Track One
No. 86-2-18176-8

v.)

DONALD LEE BARNETT, et ux., et al.,)
Defendants.)

AGREED ORDER COMPELLING
DISCOVERY AND ASSESSING
TERMS

SANDY EHRLICH, et ux., et al.,)
Plaintiffs,)

v.)

RALPH ALSKOG, et ux., et al.,)
Defendants.)

MAUREEN PANGBURN,)
Plaintiff,)

v.)

COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, et al.,)
Defendants.)

THIS MATTER having come before the Court on the motion of
plaintiff, Maureen P. Jorgensen, for an order compelling discov-
ery and assessing terms; and the Court having been advised that

AGREED ORDER COMPELLING DISCOVERY
AND ASSESSING TERMS - 1

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
70 FIFTH AVENUE
SEATTLE WASHINGTON 98104 7011
(206) 623 7580

1 counsel for plaintiff Jorgensen and defendant Community Chapel
2 and Bible Training Center have agreed to the entry of an order
3 compelling discovery; now, therefore, it is hereby

4 ORDERED, ADJUDGED AND DECREED that defendant Community
5 Chapel and Bible Training Center will produce ^{by July 15, 1978} all tapes of the
6 full worship services for every Friday night in October of 1985
7 at Community Chapel and Bible Training Center; it is further

8 ORDERED, ADJUDGED AND DECREED that defendant Community
9 Chapel and Bible Training Center will make a search of its files
10 for documents responsive to Jorgensen's Request for Production
11 No. 4 served November 6, 1987, seeking all documents between
12 Community Chapel and Bible Training Center and Maureen Jorgensen
13 relating to Jorgensen's request for assistance with medical and
14 other expenses during the years 1972 through 1985; it is further

15 ORDERED, ADJUDGED AND DECREED that defendant Community
16 Chapel and Bible Training Center will either produce documents
17 responsive to Request for Production No. 4 or explain in writing
18 why no such documents are being produced, on or before July 15,
19 1988; it is further

20 ORDERED, ADJUDGED AND DECREED that defendant Community
21 Chapel and Bible Training Center will produce responses to
22 Jorgensen's Second Interrogatories to Defendant CCBTC re Insur-
23 ance Coverage on or before Wednesday, July 6, 1988; it is
24 further

25
26
AGREED ORDER COMPELLING DISCOVERY
AND ASSESSING TERMS - 2

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~~ORDERED, ADJUDGED AND DECREED that defendant Community Chapel and Bible Training Center is assessed terms in the amount of \$ _____ for plaintiff Jorgensen's costs in bringing its motion to compel production of the above items.~~

DATED this 1 day of July, 1988.

~~JUDGE GARY M. LITTLE~~
JUDGE GARY M. LITTLE

Presented by:

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By S _____
Susan Delanty Jones
Attorneys for Plaintiff,
Maureen P. Jorgensen

Copy received; notice of
presentation waived:

LEE, SMART, COOK, MARTIN &
PATTERSON

By S _____
Michael J. Bond
Attorneys for Defendant,
Community Chapel and Bible
Training Center

AGREED ORDER COMPELLING DISCOVERY
AND ASSESSING TERMS - 3

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN

SUSAN DELANTY JONES

5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7560

TELEX 4740035 TELECOPY (206) 623-7022

1735 NEW YORK AVE. N.W. SUITE 800
WASHINGTON D.C. 20006
(202) 828-1700
TELEX 904059 WSM
TELECOPY (202) 331-1024

420 L STREET SUITE 404
ANCHORAGE ALASKA 99501
(907) 276-1969
TELECOPY (907) 276-1365

SEAFIRST FINANCIAL CENTER
SUITE 1480
SPOKANE WASHINGTON 99201
(509) 824-2100
TELECOPY (509) 456-0146

1230 S.W. 1ST AVENUE SUITE 300
PORTLAND, OREGON 97204
(503) 225-0915
TELECOPY (503) 648-8085

July 15, 1988

EXHIBIT 3

Mr. Michael J. Bond
Lee, Smart, Cook, Martin & Patterson
800 Washington Building
Seattle, Washington 98101

Re: Jorgensen v. Community Chapel

Dear Michael:

This is to confirm our discussion today with respect to Jorgensen's Second Interrogatories to Community Chapel regarding insurance coverage. You indicated that the CNA policy number IP502144020 is the same policy as American Casualty Company of Redding, Pennsylvania, policy number 502144020, which was disclosed to us by Donald Barnett's attorney. You also indicated that several Safeco Insurance policies disclosed in your response to interrogatory number three are excess carriers, as is Saint Paul policy number 584XB2982. We shall shortly send you a request to produce copies of these policies.

We also discussed your objection to interrogatory no. 13 requesting information as to other lawsuits in which the Chapel is involved. Your objection stated the information is beyond the scope of discovery, but you had previously provided us with similar information in response to an earlier request some months ago. In any event, as you know, such information is discoverable and frequently leads to admissible evidence. As we told you, Mr. Barnett's attorneys answered this question and furnished us with the case numbers of nine pending lawsuits other than this case. These include:

In re Barnett, King County Cause No. 88-3-01782-8
In re Community Chapel, King County Cause No. 88-2-05272-7
Chapel v. Barnett, King County Cause No. 88-2-04148-2
(Name unknown), King County Cause No. 88-2-04615-8
Gabrielson v. McDonald, Pierce County Cause No. 86-2-02792-6
American Casualty Co. v. Gabrielson, Pierce county Cause No.
88-2-00947-9
Lien v. Barnett, King County Cause No. 86-2-18282-9
Peterson v. Snoey, King County Cause No. 87-2-14919-6
Snoey v. Chapel, King County Cause No. 87-2-16506-0

July 15, 1988
Mr. Michael J. Bond
Page 2

If you know of any cases other than the above, please provide this information to us in answer to interrogatory no. 13 of Jorgensen's second interrogatories by July 22, 1988.

You told me by phone today that you have received the tapes from the Friday night services at the Community Chapel in October of 1985. Because you only have one copy, we shall need to come to your office or, in the alternative, you will send them out to be copied at a place of our choosing. We have decided to have them copied. My paralegal will contact your secretary to arrange for this to be done.

Finally, you have represented that the documents subject to the Order Compelling Discovery entered July 1, 1988 have not been found, although "someone" at the Chapel has made a diligent search. Please let me know if this statement is in error. In addition, please supplement your response to interrogatory no. 4 of Plaintiff's First Requests for Production by July 22, 1988.

Thank you for your assistance.

Very truly yours,

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By 
Susan Delanty Jones

SDJ:kld
cc: Maureen Jorgensen

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

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KATHY LEE BUTLER, et ux.,
et al.,

Plaintiffs,

vs.

DONALD LEE BARNETT, et ux.,
et al.,

Defendants.

SANDY EHRLICH, et vir., et
al.,

Plaintiffs,

vs.

RALPH ALSKOG, et ux., et
al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

vs.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, et al.

Defendants.

TO: Defendant, the Community Chapel and Bible Training
Center

AND TO: Michael J. Bond, Attorney for Defendant Community
Chapel and Bible Training Center

JORGENSEN'S FIRST REQUESTS FOR
PRODUCTION TO DEFENDANT CCBTC
RE INSURANCE COVERAGE

- 1 -

ORIGINAL

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104 7011
(206) 623 7580

1 Pursuant to Superior Court Civil Rules 26 and 34, plaintiff
2 Maureen P. Jorgensen requests that defendant, the Community
3 Chapel and Bible Training Center, respond to the following
4 requests for production of documents by producing for
5 Jorgensen's inspection and copying the documents hereinafter
6 described, within twenty (20) days after the service hereof, at
7 the offices of Preston, Thorgrimson, Ellis & Holman, 5400
8 Columbia Seafirst Center, 701 Fifth Avenue, Seattle, Washington,
9 98104.

10 INSTRUCTIONS

11
12 If any documents requested herein were at one time in
13 existence, but are no longer, state as to each such document:

- 14 A. The document type;
15 B. The date on which it ceased to exist;
16 C. How it ceased to exist;
17 D. The names of all persons having knowledge of the
18 circumstances under which it ceased to exist;
19 E. The names of all persons with any familiarity with
20 the contents of the document.

21 If you refuse to produce any document requested herein on
22 the grounds of privilege, state for each such document:

- 23 A. The basis for the claim of privilege;
24 B. The document's type, (e.g. letter, memorandum,
25 contract, etc.), date and subject matter;
26

1 C. The document author's name, address and position,
2 and that of any person who assisted in its
3 preparation;

4 D. For each addressee or recipient of the document or
5 any copies of it, their name, address and position;

6 E. The document's present location and any
7 custodian's name, address and position.

8 This request for production of documents is continuing in
9 nature and at such time as you become aware of the existence of
10 any documents responsive to this request, you are to produce
11 them.

12 DEFINITIONS

13 A. "Document" and "documents," as used herein, mean all
14 written, printed, typed, recorded or graphic material, photo-
15 graphic matter and sound reproduction tapes, computer input or
16 output, records or other devices, and all non-identical copies
17 thereof, regardless of where located or however produced or
18 reproduced, and include but are not limited to memoranda,
19 contracts, agreements, records, financial statements, invento-
20 ries, deposition testimony, tape or other recordings, computer
21 printouts, correspondence, communications, reports, studies,
22 summaries, minutes, notes, agenda, bulletins, notices, announce-
23 ments, instructions, charts, manuals, brochures, schedules,
24 price lists, telegrams, teletypes, drafts, calendars, diaries,
25 and telephone logs whether now or formerly in the actual or
26 constructive possession or control of defendants.

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B. "Identify" means:

1. When used in connection with documents, to state with respect to each document, regardless of whether a privilege is claimed, its date, author, address, recipient, subject matter, present location and custodian, number of pages, and if no longer in your possession or control, its disposition.

2. When used in connection with persons, to state each such person's full name, address, telephone number, business or occupation, title or position, employer, and business address and telephone number.

3. When used in connection with a firm, partnership, proprietorship, association, corporation, or other organization or entity, to state its full name, present or last known address (designating which), and each person who acted for it with respect to the matters relating to the interrogatory or answer.

C. "CCBTC" means the Community Chapel and Bible Training Center, or its predecessors and successors, from 1972 to the present.

D. "Note" means that promissory note dated December 1, 1975, between CCBTC and Maureen Pangburn, attached as Exhibit 1 to the First Amended Complaint in this action.

E. "Plaintiff" means Maureen P. Jorgensen.

1 F. "You" and "your" refers to and includes the parties to
2 whom this discovery is directed, and their employees, agents,
3 investigators, accountants, attorneys, and all other natural
4 persons or business or legal entities acting or purporting to
5 act on behalf of them.

6 G. "Jorgensen's Interrogatories Re Insurance Coverage"
7 refers to Jorgensen's Second Interrogatories to Defendant CCBTC
8 Re Insurance Coverage.

9 REQUESTS

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11 REQUEST FOR PRODUCTION NO. 1: Produce all insurance
12 policies identified in your response to Interrogatory No. 3 of
13 Jorgensen's Interrogatories Re Insurance Coverage.

14 RESPONSE:

15 Objection. This request for production is neither relevant nor
16 reasonably calculated to lead to the discovery of admissible
17 evidence. The request goes beyond the terms of the Civil Rules and
18 applicable case law.

19 REQUEST FOR PRODUCTION NO. 2: Produce all documents
20 responsive to Interrogatories Nos. 4 and 5 of Jorgensen's
21 Interrogatories Re Insurance Coverage, including but not limited
22 to any and all documents which reflect, refer or relate to any
23 insurer's acceptance of coverage, with or without reservation of
24 rights, for any claim made by you arising out of the allegations
25 in plaintiff's First Amended Complaint.

26 RESPONSE:

Objection. This request for production is neither relevant nor
reasonably calculated to lead to the discovery of admissible
evidence. The request goes beyond the terms of the Civil Rules and
applicable case law.

1 REQUEST FOR PRODUCTION NO. 3: Produce all documents
2 responsive to Interrogatory No. 6 of Jorgensen's Interrogatories
3 Re Insurance Coverage, including but not limited to any and all
4 documents which reflect, refer, or relate to any insurer's
5 investigation of your claim for coverage arising out of plain-
6 tiff's First Amended Complaint.

7 RESPONSE:

8 Objection. This request for production is neither relevant nor
9 reasonably calculated to lead to the discovery of admissible
10 evidence. The request goes beyond the terms of the Civil Rules and
11 applicable case law.

12 REQUEST FOR PRODUCTION NO. 4: Produce all documents
13 responsive to Interrogatory No. 7 of Jorgensen's Interrogatories
14 Re Insurance Coverage, including but not limited to any and all
15 documents which relate to exclusions under which any insurer
16 providing coverage for the claims asserted against you in
17 plaintiff's First Amended Complaint intends to deny or may deny
18 coverage.

19 RESPONSE:

20 Objection. This request for production is neither relevant nor
21 reasonably calculated to lead to the discovery of admissible
22 evidence. The request goes beyond the terms of the Civil Rules and
23 applicable case law.

24 REQUEST FOR PRODUCTION NO. 5: Produce all documents
25 responsive to Interrogatory No. 8 of Jorgensen's Interrogatories
26 Re Insurance Coverage, including but not limited to any and all
documents reflecting, referring or relating to your reports to
any insurance company regarding the claims asserted against you
in plaintiff's First Amended Complaint.

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RESPONSE:

Objection. This request for production is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The request goes beyond the terms of the Civil Rules and applicable case law.

REQUEST FOR PRODUCTION NO. 6: Produce all documents

responsive to Interrogatory No. 10 of Jorgensen's Interrogatories Re Insurance Coverage, including but not limited to any and all documents reflecting, referring or relating to your reports to any insurance broker regarding the claims asserted against you in plaintiff's First Amended Complaint.

RESPONSE:

Objection. This request for production is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The request goes beyond the terms of the Civil Rules and applicable case law.

REQUEST FOR PRODUCTION NO. 7: Produce all documents

responsive to Interrogatory No. 11 of Jorgensen's Interrogatories Re Insurance Coverage, including but not limited to any and all documents reflecting, referring or relating to any response by any insurance company and/or insurance broker to any reports by you to any such insurance company and/or insurance broker regarding the claims asserted against you in plaintiff's First Amended Complaint.

RESPONSE:

Objection. This request for production is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The request goes beyond the terms of the Civil Rules and applicable case law.

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within and foregoing responses to requests for production,
know the contents thereof, and believe the same to be true.

SIGNED AND SWORN TO this ____ day of _____, 1988.

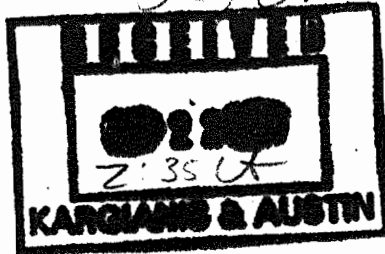
NOTARY PUBLIC in and for the
State of _____,
residing at _____.

My commission expires: _____

JORGENSEN'S FIRST REQUESTS FOR
PRODUCTION TO DEFENDANT CCBTC
RE INSURANCE COVERAGE

LH/pmj 3172-1
Second.rog

Bond, Eq.



ORIGINAL

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et ux., et al.,
Plaintiffs,
v.
DONALD LEE BARNETT, et ux., et al.,
Defendants.

NO. 86-2-18176-8
PLAINTIFFS' SECOND
INTERROGATORIES AND
REQUESTS FOR PRODUCTION
AND RESPONSES THERETO

FILED
Aug 9 2 12 PM '86
SUPERIOR COURT CLERK

TO: Defendants above named, and

TO: Their attorneys of record, Michael J. Bond, of Lee, Smart, Cook, Martin & Patterson, P.S., and Michael W. Bugni, of Moren, Lageschulte & Cornell, P.S.

In accordance with CR 33, please answer each of the following interrogatories fully and separately, under oath, within twenty (20) days of the date of service of them upon you or your attorney.

In accordance with CR 34, it is requested that you produce and permit the copying of all documents requested below. Such production is requested at the offices of Kargianis & Austin, 4700 Columbia Center, 701 Fifth Ave., Seattle, WA 98104, within 20 days following the date of service of such request upon you or your attorney.

LAW OFFICES
KARGIANIS & AUSTIN
47TH FLOOR COLUMBIA CENTER
701 FIFTH AVENUE
SEATTLE WASHINGTON 98104 2010
(206) 524 5170

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DEFINITIONS

For the purposes of these interrogatories and requests for production, including the sections marked "DEFINITIONS" and "GENERAL PROCEDURES," the following terms shall have the meanings set forth below:

A. "Document" or "documents" means writings of every kind and character pertaining to the designated subject matter, including, without limitation, the original and any copy regardless of origin or location, of any book, pamphlet, periodical, letter, memorandum, diary, file, note, calendar, newspaper or magazine article, statement, bill, invoice, policy, telegram, correspondence, summary, receipt, opinion, investigation statement or report, schedule, manual, financial statement, audit, tax return, articles of incorporation, bylaws, stock book, minute book, agreement, contract, deed, security agreement, mortgage, deed of trust, title or other insurance policy, report, record, study, handwritten note, map, drawing, blueprint, working paper, chart, paper, draft, index, tape, microfilm, data sheet, data processing card, computer printout, computer program, check, bank statement, passbook, or any other written, typed, printed, photocopied, dittoed, mimeographed, multilithed, recorded, transcribed, punched, taped, filmed, photographic or graphic matter, however produced, to which you have or have had access.

1 B. "He" or any masculine, feminine or neuter pronoun means
2 individual, regardless of sex or entity to whom the interrogatory
3 otherwise would apply.

4 C. "Identify" or "identity" means:

5 (1) When used with reference to a natural person, to
6 state his full name, present home address, present business
7 address, present home or business telephone number, present or last
8 known position and business affiliation, and position and business
9 affiliation at the time in question.

10 (2) When used with reference to an entity, such as a
11 partnership (whether general or limited), joint venture, trust or
12 corporation, to state the full legal name of such entity, each name
13 under which such entity does business, the entity's street address
14 and mailing address, the entity's telephone number and the identity
15 of the chief operating officer, manager, trustee or other principal
16 representative;

17 (3) When used with reference to documents, to state
18 specifically:

19 (i) the type of document involved (e.g., letter, interof-
20 fice memorandum, etc.), together with information sufficient to
21 enable the undersigned to locate the document, such as its date,
22 the name of any addressee, the name of any signer, the title or
23 heading of the document and its approximate number of pages; and
24

1 (ii) the identity of the person last known to have posses-
2 sion of the document, together with the present or last known loca-
3 tion of the document.

4 D. "And" and "or" mean "and/or."

5 E. "Relating to" means pertinent, relevant, or material to,
6 evidencing, having bearing on, or concerning, affecting, discuss-
7 ing, dealing with, considering or otherwise relating in any manner
8 whatsoever to the subject matter of the inquiry.

9 F. "Defendant" means Donald and Barbara Barnett, Community
10 Chapel and Bible Training Center, a Washington corporation, and its
11 predecessors, successors, directors, officers, agents, employees,
12 attorneys, representatives, elders, ministers, designees, sub-
13 sidiaries and affiliates.

14 GENERAL PROCEDURES

15 In transcribing your answers to interrogatories, room for them
16 has been provided after each interrogatory or part. If there is
17 insufficient room for your answer, please attach supplemental
18 pages.

19 If you elect to attach copies of documents, please set forth
20 in the space provided for answering the exhibit number or attach-
21 ment number identifying which documents or set of documents is
22 being produced in response, and correspondingly label said attach-
23 ments or exhibits.

24 IN ACCORDANCE WITH CR 26(e), THESE INTERROGATORIES AND
25 REQUESTS SHALL BE DEEMED CONTINUING, AND SUPPLEMENTAL ANSWERS SHALL
26

1 BE REQUIRED IF SUPPLEMENTAL INFORMATION IS MADE KNOWN TO YOU
2 BETWEEN THE TIME OF MAKING THESE ANSWERS AND THE TIME OF TRIAL. IF
3 SUCH INFORMATION IS NOT FURNISHED, THE UNDERSIGNED WILL MOVE AT THE
4 TIME OF TRIAL TO EXCLUDE FROM EVIDENCE ANY INFORMATION REQUESTED
5 AND NOT FURNISHED.

6 INTERROGATORIES

7 INTERROGATORY NO. 1: Identify each person or persons answer-
8 ing or participating in the answering of the following inter-
9 rogatories, and as to each interrogatory please state either at the
10 conclusion of the answer thereto, or as an answer to this inter-
11 rogatory, the names of the persons who answered or supplied the
12 information for the answer to each individual interrogatory.

13 **ANSWER:**

14 Donald Lee Barnett

15 Home: 416 S.W. 192nd St.
Seattle, WA 98166

16 Business: 431-3171
18635 8th Ave. S.
Seattle, WA 98148
431-3171

17 Occupation: Pastor
18
19
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1 INTERROGATORY NO. 2: Did each person identified in your ans-
2 wer to interrogatory No. 1 read the definitions and general proce-
3 dures governing these interrogatories? If not, identify each per-
4 son who did not and state why each did not.

5 ANSWER:

6 Objection. This is not a proper interrogatory under the Civil
7 Rules. It is neither relevant nor reasonably calculated to lead
8 to the discovery of admissible evidence.

9
10 INTERROGATORY NO. 3: State whether you have a document
11 destruction policy. If the answer is "yes," describe such policy
12 fully and identify each and every document relating to it.

13 ANSWER:

14 No.
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1 INTERROGATORY NO. 4: State whether you have at any time
2 destroyed, transferred from your possession, custody or control, or
3 otherwise rendered unavailable for discovery in this proceeding,
4 any document directly or indirectly relating to any of the claims
5 or other matters set forth in plaintiff's complaint herein. If the
6 answer is "yes," identify each document rendered unavailable for
7 discovery and set forth fully what disposition was made of it.

8 ANSWER:

9 No.

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16
17 INTERROGATORY NO. 5: State your full name, date of birth,
18 and social security number.

19 ANSWER:

20 Donald Lee Barnett
21 May 29, 1930
22 Social Security No: 538-24-0377
23
24
25
26

1 INTERROGATORY NO. 6: Have you ever been known by any other
2 name? If so, give the other name or names, state where and when
3 you used such names, and dates of such use.

4 ANSWER:

5 No.

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8
9 INTERROGATORY NO. 7: Has your name ever been legally changed?
10 If so, state when, where and through what procedure.

11 ANSWER:

12 No.

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14
15
16 INTERROGATORY NO. 8: State your present residence address
17 and the period during which you have resided at said address.

18 ANSWER:

19 416 S.W. 192nd
20 Seattle, WA 98166

21 Resided at this address approximately 12 years.
22
23
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1 INTERROGATORY NO. 9: List all other addresses at which you
2 have resided during the past ten (10) years and the dates of such
3 residence.

4 ANSWER:

5 Not applicable.
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12 INTERROGATORY NO. 10: Please reference all others who have
13 resided in your same household during the past 10 years, giving
14 their names, present address and telephone numbers.

15 ANSWER:

16 Barbara Jean Barnett, my wife
17 David Lynn Barnett, my son

18 David's address: 18810 First S., #7
19 Seattle, WA 98148
20
21
22
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1 INTERROGATORY NO. 11: Are you married at the present time?

2 If so, state:

- 3 a. Your spouse's full name;
- 4 b. If applicable, your spouse's maiden name;
- 5 c. The date and place of your marriage;
- 6 d. Whether or not you spouse is now living with you;
- 7 e. If not, when the separation occurred;
- 8 f. Your spouse's current address; and
- 9 g. The names and ages of your children, indicating whether
- 10 they reside with you and whether they are dependent upon
- you for their support.

11 ANSWER:

12 Yes.

- 13 a. Barbara Jean Barnett
- 14 b. Monroe
- 15 c. August 5, 1949 at 302 N. Tacoma Ave., Tacoma, WA
- 16 d. Yes
- 17 e. No legal separation
- 18 f. Same mailing address as mine
- 19 g. Carolyn Lynn Peterson Daniel Lee Barnett David Lynn Barnett
- 20 2452 S.E. 150th 13075 S.E. 26th, E101 18810 1st S., #7
- 21 Seattle, WA 98166 Bellevue, WA 98005 Seattle, WA 98148
- 22 Born: 1950 Born: 1954 Born: 1956

23 INTERROGATORY NO. 12: If you were previously married, state

24 for each previous spouse:

- 25 a. The name and present residence address of each former
- 26 spouse; and
- b. The dates of commencement and termination of each marriage.

ANSWER:

Not applicable.

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9 INTERROGATORY NO. 13: State the name and address of each
10 school, college or educational institution you have attended, list-
11 ing the dates of attendance and the course of study.

12 ANSWER:

13 Northern Bible Seminary
14 Boise, Idaho
15 1949, 1950, 1951
16 Course of study: Bible Theology

17 Private lessons in Greek from: Simpson Bible Institute,
18 Seattle WA, before their move to California. Exact address
19 unknown.
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1 INTERROGATORY NO. 14: State the name and address of your
2 employer on the date^s of the *incidents* referred to in the complaint,
3 identifying:

- 4 a. The nature of such employment;
5 b. Your immediate supervisor;
6 c. The hours of your employment;
7 d. Whether a company car was furnished to you; and
8 e. Whether you utilize a vehicle in your occupation.

9 ANSWER:

10 Counsel objects to the inference that there were any
11 incidences. Moreover, dates were not provided on the Complaint.
12 Without waiving this objection, the name and address of my
13 employer during the last 20 years is: Community Chapel & Bible
14 Training Center, 18635 8th Ave. S.W., Seattle, WA 98148

- 15 a. Pastor
16 b. No immediate supervisor
17 c. Not scheduled
18 d.) Objection - beyond the scope of discovery.
19 e.)

20 INTERROGATORY NO. 15: If self-employed at the time of the
21 incident^s referred to in the complaint, please state:

- 22 a. The nature of your work;
23 b. Your business address; and
24 c. Your average weekly earnings.

25 ANSWER:

26 Counsel objects to the inference that there were any incidences
involved as stated in the Complaint. Counsel objects to
answering concerning weekly earnings as being irrelevant.
Without waiving these objections, see response to
interrogatory No. 14.

1
2 INTERROGATORY NO. 16: For the past ten (10) years preceding
3 the date of the incident referred to in the complaint, identify:

- 4 a. Each of your employers;
- 5 b. The dates of commencement and termination of each period
6 of employment;
- 7 c. A detailed description of the services or work performed
8 for each employer;
- 9 d. Your average weekly wage or earnings from each place of
10 employment; and
- 11 e. The name of your immediate foreman or other superior to
whom you were responsible at each of the places of
employment listed above.

12 ANSWER:

13 Counsel objects to the implication that there were any
14 incidences as referred to in the Complaint. Without waiving
15 this objection, I worked for the Boeing Company for 16 years
prior to my pastoring Community Chapel. I worked as a sealing
engineer.

16 Counsel objects to d. as being irrelevant.

17 e. I do not remember the name of my foreman at that time.
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1 INTERROGATORY NO. 17: Have you ever pled guilty to or been
2 convicted of any crime? If so, state:

- 3 a. The nature of the offense;
4 b. The date;
5 c. The county and state in which you were tried; and
6 d. The sentence imposed.

7 ANSWER:

8 Objection. Irrelevant and not reasonably calculated to lead to
9 the discovery of admissible evidence. Without waiving this
10 objection, the answer is no.

1 INTERROGATORY NO. 18: Have you ever entered or been committed
2 to any institution, either public or private, for the treatment or
3 observation of mental conditions, alcoholism, narcotic addiction,
4 or disorders of any kind? If so, identify:

- 5 a. Each such institution;
- 6 b. The length of your stay and the dates thereof;
- 7 c. The purpose or reason for your entry into such institu-
8 tion; and
- 9 d. The doctor(s) who treated you for such condition.

10 **ANSWER:**

11 Objection. Irrelevant and not reasonably calculated to lead to
12 the discovery of admissible evidence. Without waiving this
13 objection, the answer is no.

1 INTERROGATORY NO. 19: Please identify each person or entity
2 known to you having knowledge concerning this litigation or any
3 fact or issue pertaining to this litigation, and set forth the
4 nature of the knowledge each such person has.

5 ANSWER:

6 Objection. Beyond the scope of discovery and unreasonably
7 burdensome.
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18 INTERROGATORY NO. 20: Please identify any witness who you
19 expect to testify at trial concerning the incidents in the com-
20 plaint. If so:

- 21 a. Identify each such expert whom you have consulted;
22 b. State the subject matter on which such expert might
23 testify;
24 c. State the substance of the facts upon which the expert
25 might testify;
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- d. State the opinions to which the expert might testify;
- e. Summarize the grounds for each opinion that expert might give; and
- f. Identify each person whom you have consulted as an expert but will not call as a witness.

ANSWER:

Objection. There were no "incidents". Furthermore, this interrogatory is beyond the scope of discovery.

1 INTERROGATORY NO. 21: Are there any indemnification agree-
2 ments between Community Chapel and Bible Training Center, Donald
3 Barnett, Barbara Barnett, Jack Hicks, and/or any other employees or
4 agents? If so, please give specific details of each, including the
5 following:

- 6 a. Parties to such agreement;
7 b. The date such agreement was put into effect;
8 c. The content of such agreement.

9 ANSWER:

10 Objection. Beyond the scope of discovery.
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16 INTERROGATORY NO. 22: Please advise of all doctors appoints,
17 hospitalizations and costs of plastic surgery for Donald and Bar-
18 bara Barnett.

19 ANSWER:

20 Objection. Beyond the scope of discovery. Neither relevant nor
21 reasonably calculated to lead to the discovery of admissible
22 evidence.
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REQUESTS FOR PRODUCTION

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REQUEST FOR PRODUCTION NO. 01: Please produce any and all copies of correspondence, memorandums, notes, or publications, referencing the proposed or actual disfellowship of any member of the Community Chapel and Bible Training Center.

RESPONSE:

Objection. Beyond the scope of discovery. Neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Also, unreasonably broad and burdensome.

REQUEST FOR PRODUCTION NO. 02: Please produce any and all memoranda, correspondence, or publications referencing "spritual connections," "dancing before the Lord," and tithing.

RESPONSE:

Objection. Beyond the scope of discovery. Neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Also, unreasonably broad and burdensome.

REQUEST FOR PRODUCTION NO. 03: Please produce copies of all tape recordings, edited and unedited, as produced by Community Chapel and Bible Training Center and/or their agents, etc. as definitionally referenced under Section F of these interrogatories and requests for production. Also include scripts thereto, if such have been made. Please include for each such tape recording, the date it was taped, the date it was edited, by whom it was taped and edited, and the disposition since the time of production.

RESPONSE:

Objection. Beyond the scope of discovery. Neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Also, unreasonably broad and burdensome.

COPY

1 ROGATORIES AND REQUESTS FOR PRODUCTION TO DEFENDANT S, know the
2 contents thereof, and believe the same to be true.

3 _____
4 SUBSCRIBED AND SWORN to before me this ____ day of
5 _____, 19__.

6 _____
7 NOTARY PUBLIC in and for the
8 State of Washington, residing at

9 My Commission Expires: _____

10 CERTIFICATION

11 The undersigned attorney for _____, has read
12 the foregoing Set of Interrogatories and Requests for Production to
13 and Answers Thereto and they are in compliance with CR 26(g).

14 DATED: _____

15 _____
16 Michael J. Bond
17 Attorney for Defendants
18 Address: _____

19 CERTIFICATION

20 The undersigned attorney for _____ defendants, has read
21 the foregoing Set of Interrogatories and Requests for Production to
22 and Answers Thereto and they are in compliance with CR 26(g).

23 DATED: September 22, 1987

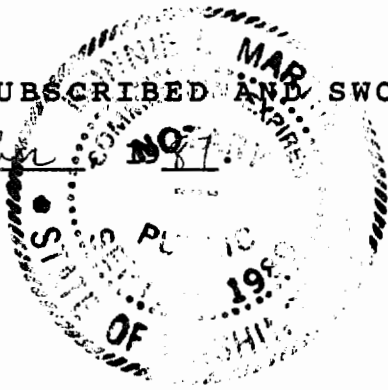
24 _____
25 *Michael J. Bond*
26 ~~MICHAEL J. BOND~~ MICHAEL J. BOND
27 Attorney for Defendants
28 Address: _____

1 ROGATORIES AND REQUESTS FOR PRODUCTION TO DEFENDANT S, know the
2 contents thereof, and believe the same to be true.

3 Ronald Lee Barnett
4 PASTOR DONALD LEE BARNETT

5 SUBSCRIBED AND SWORN to before me this 12th day of

6 October 1987



7 Bonnie L. Martin
8 NOTARY PUBLIC in and for the
9 State of Washington, residing at
10 Seattle
11 My Commission Expires: 9-9-89

12 **CERTIFICATION**

13 The undersigned attorney for Barnett, has read
14 the foregoing Set of Interrogatories and Requests for Production to
15 and Answers Thereto and they are in compliance with CR 26(g).

16 DATED: October 21, 1987

17 Michael J. Bond
18 Michael J. Bond
19 Attorney for Defendants
20 Address: _____

21 **CERTIFICATION**

22 The undersigned attorney for _____ defendants, has read
23 the foregoing Set of Interrogatories and Requests for Production to
24 and Answers Thereto and they are in compliance with CR 26(g).

25 DATED: September 22, 1987

26 Michael J. Bond
~~MICHAEL J. BOND~~ MICHAEL J. BOND
27 Attorney for Defendants
28 Address: 800 Washington Building
Seattle, Washington 98101

LH/jd
2/3/87

RECEIVED
LEE, SMART, COOK,
MARTIN AND PATTERSON

10 McConkey
07/17/87

ORIGINAL

1987 FEB -6 AM 10:02

RECEIVED

FEB 04 1987

MOREN,
LAGESCHULTE & CORNELL, P.S.

RECEIVED
2-V-10-18
APR 10 1987
KARGIANIS & AUSTIN

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et ux., et al.,)
)
Plaintiffs,)
)
v.)
)
DONALD LEE BARNETT, et ux., et al.,)
)
Defendants.)

NO. 86-2-18176-8

PLAINTIFFS' FIRST
INTERROGATORIES AND
REQUESTS FOR PRODUCTION
TO DEFENDANTS

AND RESPONSES THERETO

FILED
AUG 9 2 12 PM '88
SUPERIOR COURT CLERK

- TO: All of the defendants named in plaintiffs' complaint; and
- TO: Michael W. Bugni, MOREN, LAGESCHULTE & CORNELL, P.S., and
- TO: Michael J. Bond, LEE, SMART, COOK, MARTIN & PATTERSON, P.S.,
their attorneys.

In accordance with CR 33, please answer each of the following interrogatories fully and separately, under oath, within twenty (20) days of the date of service of them upon you or your attorney.

In accordance with CR 34, it is requested that you produce and permit the copying of all documents requested below. Such production is requested at the offices of Kargianis & Austin, 4700 Columbia Center, 701 Fifth Ave., Seattle, WA 98104, within twenty (20) days following the date of service of such request upon you or your attorney.

110

1 B. "He" or any masculine, feminine or neuter pronoun means
2 individual, regardless of sex or entity to whom the interrogatory
3 otherwise would apply.

4 C. "Identify" or "identity" means:

5 (1) When used with reference to a natural person, to
6 state his full name, present home address, present business ad-
7 dress, present home or business telephone number, present or last-
8 known position and business affiliation, and position and business
9 affiliation at the time in question.

10 (2) When used with reference to an entity, such as a
11 partnership (whether general or limited), joint venture, trust or
12 corporation, to state the full legal name of such entity, each name
13 under which such entity does business, the entity's street address
14 and mailing address, the entity's telephone number and the identity
15 of the chief operating officer, manager, trustee or other principal
16 representative;

17 (3) When used with reference to documents, to state
18 specifically:

19 (i) the type of document involved (e.g., letter, interof-
20 fice memorandum, etc.), together with information sufficient to
21 enable the undersigned to locate the document, such as its date,
22 the name of any addressee, the name of any signer, the title or
23 heading of the document and its approximate number of pages; and

1 (ii) the identity of the person last known to have posses-
2 sion of the document, together with the present or last known loca-
3 tion of the document.

4 D. "And" and "or" mean "and/or."

5 E. "Relating to" means pertinent, relevant, or material to,
6 evidencing, having bearing on, or concerning, affecting, discuss-
7 ing, dealing with, considering or otherwise relating in any manner
8 whatsoever to the subject matter of the inquiry.

9 F. "Defendant(s)" means all of the defendants named in
10 plaintiffs' complaint.

11 G. "You" or "your" means the defendant(s) and each of
12 its/their predecessors, successors, directors, officers, agents,
13 employees, attorneys, representatives, designees, subsidiaries and
14 affiliates.

15 GENERAL PROCEDURES

16 In transcribing your answers to interrogatories, room for them
17 has been provided after each interrogatory or part. If there is
18 insufficient room for your answer, please attach supplemental
19 pages.

20 If you elect to attach copies of documents, please set forth
21 in the space provided for answering the exhibit number or attach-
22 ment number identifying which documents or set of document is being
23 produced in response, and correspondingly label said attachments or
24 exhibits.

1 IN ACCORDANCE WITH CR 26(e), THESE INTERROGATORIES AND RE-
2 QUESTS SHALL BE DEEMED CONTINUING, AND SUPPLEMENTAL ANSWERS SHALL
3 BE REQUIRED IF SUPPLEMENTAL INFORMATION IS MADE KNOWN TO YOU BE-
4 TWEEN THE TIME OF MAKING THESE ANSWERS AND THE TIME OF TRIAL. IF
5 SUCH INFORMATION IS NOT FURNISHED, THE UNDERSIGNED WILL MOVE AT THE
6 TIME OF TRIAL TO EXCLUDE FROM EVIDENCE ANY INFORMATION REQUESTED
7 AND NOT FURNISHED.

8 INTERROGATORIES

9 INTERROGATORY NO. 1: Do the defendants hve in place any in-
10 surance policies which could ostensibly provide coverage for the
11 acts alleged in plaintiffs' complaint? If the answer to the above
12 interrogatory is in the affirmative, with respect to each such
13 policy please state:

- 14 a. type of policy;
15 b. company issuing said policy;
16 c. dates policy is/was in effect;
17 d. limits of coverage of said policy; and
18 e. any and all claims made to date aganst said policy.

19 ANSWER:

- 20 a. Comprehensive General Liability.
21 b. CNA.
22 c. 5/9/85 to 5/9/86.
23 d. \$500,000 per occurrence/\$500,000 aggregate; we have been advised by
24 CNA that the only aspect of plaintiffs' Complaint which is covered by
25 the policy of insurance is the 11th cause of action for defamation.
26 (CONTINUED ON PAGE 5A)

27 REQUESTS FOR PRODUCTION

28 REQUEST FOR PRODUCTION NO. 1: Please provide copies of all
29 such policies listed in your answer to Interrogatory No. 1.

RESPONSE TO INTERROGATORY NO. 1 CONTINUED:

We have been advised that the claims for relief stated in causes of action 1 through 10 are not covered.

e. There are no prior claims.

We had a general liability policy with Safeco during 5/9/78 to 5/9/79 with \$500,000 limits. We have been insured with CNA from 5/9/79 through 5/9/85. We had an umbrella policy with CNA from 5/9/78 to 5/9/85. We had an umbrella policy with St. Paul from 5/9/85 to 5/9/86.

1 ANSWER:

2 See attached Exhibit A.
3
4
5

6 * * * * *

7 INTERROGATORIES AND REQUESTS FOR PRODUCTION dated this 3rd
8 day of February, 1987.

9 KARGIANIS & AUSTIN

10 By 

11 Jeff Campiche

12 Attorneys for Plaintiffs
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1 ANSWERS AND REQUESTS dated this 7 day of April,
2 1987.

3 By Michael J. Bond
4 Attorneys for Defendants

5 STATE OF WASHINGTON)
6) ss.
7 COUNTY OF)

8 Jack A. Hicks, being first duly sworn upon oath,
9 deposes and says as follows:

10 Vice President/Community Chapel

11 I am the & Bible Training Center in the above-entitled action; I
12 have read the within and foregoing answers to PLAINTIFFS' INTER-
13 ROGATORIES AND REQUESTS FOR PRODUCTION TO DEFENDANTS, know the con-
14 tents thereof, and believe the same to be true.

15 SUBSCRIBED AND SWORN to before me this 31st day of
16 March, 1987.

17 Bonnie L. Martin
18 NOTARY PUBLIC in and for the
19 State of Washington, residing
20 at Seattle
21 My Commission Expires: 9-9-89

22 **CERTIFICATION**

23 The undersigned attorney for _____ has read the foregoing
24 Plaintiff's First Interrogatories and Requests for Production to
25 Defendant and Answers/Responses Thereto, and states they are in
26 compliance with CR 26[g].

DATE: _____

Attorney for _____

Address _____

ENCOMPASS SERIES
DECLARATIONS

PR RESP 21-22	POL TYPE 23-24	ACCN STA 25-28	STATE 29-31	PLACE 32-35
59	31			

SECTION

1. Producer No. **028252** Branch **050** Prefix **IP** Policy Number **50 214 40 20**

NAMED INSURED & ADDRESS: (No., Street, Town, County, State, Zip)
COMMUNITY CHAPEL & BIBLE TRAINING CENTER
13635 Eighth Avenue South
Seattle, WA 98148

REINSURANCE

- 1 CC
- 1 NF
- 6 AC
- 8 TP
- 2 TP

SEE REVERSE SIDE FOR
POLICY IDENTIFICATION BLOCK

The Business of the Named Insured is
Church & College

Policy Period: **5-9-85** To **5-9-86** AT NOON (STANDARD TIME) AT THE LOCATION OF THE PREMISES INVOLVED INSURED IS: Individual Corporation Partnership Joint Venture Other: Church College

2. Insurance is provided in accordance with the following schedule of coverages. No coverage is provided for any Part of this policy unless a limit of liability or the word "included" is shown for such Part.

Schedule

a. Part I Damage to Property/Business Earnings See Separate Schedule

Item	Description and Location of Property Covered	Limit of Liability		
		Building(s)	Contents	Business Earnings
		\$	\$	\$

b. % = Coinsurance Clause; %ML = Monthly Limit Clause; AA = Agreed Amount Clause % AA %ML AA

c. Part I Property Deductible Amount: \$100 \$ **1,000**

d. MORTGAGE CLAUSE: Subject to the provisions of the Mortgage Clause in Part I of this policy, Loss (if any) on building items under Part I shall be payable to: (insert name, address and item number)

As Per Attached G39543-A

e. Part II Comprehensive General Liability

Per Occurrence	Aggregate
\$500,000	\$ 500,000

Optional Liability Extensions: Only those coverages where an appears are included. Except as otherwise indicated the Comprehensive General Liability limits apply.

- Medical Payments (\$1,000 Per Person, unless otherwise indicated) \$ _____ Per Person
- Fire Legal Liability (\$50,000 per occurrence, unless otherwise indicated) \$ _____ Per Occurrence
- Personal Injury (the above aggregate applies, unless otherwise indicated) \$ _____ Aggregate
- Blanket Contractual
- Broad Form Property Damage

See Part II for any other coverages and limits of liability which may be afforded.

f. Part III Crime and Part IV Boiler and Machinery: See Part III and IV for Coverage and Limits
Not Included

3. Forms and Endorsements made part of this policy at time of issue include: (Insert number and suffix)

PART I: SEA-102, G39200-D, G39224-C, G39226-B, G39239-A, G39543-A, G30454-C, G39282-A98, G39282-E99, G41099-A, G38131-A46, G41376-A99, ILC210(6/76), G31824-A

PART II: G31670-B, G39025-A, G39250-C, G39251-B, GL2114(7/66), GL9905(7/66), GL0412(1/73), GL2208(1/74), GL2203(1/74)

Provisional Premium is \$ **28,828** and is payable \$ **28,828** at inception, and \$ _____ at each anniversary

The premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date, unless indicated by an X in the box. NOT APPLICABLE

This policy shall not be valid unless countersigned by a duly authorized agent of this Company.

Countersigned by _____ **EXHIBIT A**
Authorized Agent

ENCOMPASS SERIES
DECLARATIONS

For All the Communities We Serve
CNA Insurance Companies
CNA Plaza
Chicago, Illinois 60635

SECTION

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company, herein called the company)

1.	Producer No. 028252	Branch 050	Preflix IP	Policy Number 50 214 40 20
NAMED INSURED & ADDRESS: (No., Street, Town, County, State, Zip) COMMUNITY CHAPEL & BIBLE TRAINING CENTER 18635 Eighth Avenue South Seattle, WA 98148				

Continental Casualty Company
 National Fire Insurance Company of Hartford
 American Casualty Company of Reading, Pa.
 Transportation Insurance Company
The Business of the Named Insured is
Church & College

Policy Period: **5-9-85** To **5-9-86** AT NOON (STANDARD TIME) AT THE LOCATION OF THE PREMISES INVOLVED
INSURED IS: Individual Corporation Partnership
 Joint Venture Other: **Church & College**

2. Insurance is provided in accordance with the following schedule of coverages. No coverage is provided for any Part of this policy unless a limit of liability or the word "included" is shown for such Part.

Schedule

a. Part I Damage to Property/Business Earnings See Separate Schedule

Item	Description and Location of Property Covered	Limit of Liability		
		Building(s)	Contents	Business Earnings
		\$	\$	

b. % = Coinsurance Clause; %ML = Monthly Limit Clause; AA = Agreed Amount Clause
 AA % %ML AA

c. Part I Property Deductible Amount: \$100: \$ **1,000**

d. MORTGAGE CLAUSE: Subject to the provisions of the mortgage clause in Part I of this policy, Loss (if any) on building items under Part I shall be payable to: (Insert name, address and item number)
As Per Attached G39543-A

e. Part II Comprehensive General Liability

	Per Occurrence	Aggregate
Combined Limits of Liability	\$ 500,000	\$ 500,000

Optional Liability Extensions: Only those coverages where an appears are included. Except as otherwise indicated the Comprehensive General Liability limits apply.

Medical Payments (\$1,000 per person, unless otherwise indicated) \$ _____ Per Person
 Fire Legal Liability (\$20,000 per occurrence, unless otherwise indicated) \$ _____ Per Occurrence
 Personal Injury (no aggregate applies, unless otherwise indicated) \$ _____ Aggregate
 Blanket Contractual
 Broad Form Property Damage

See Part II for any other coverages and limits of liability which may be afforded.

f. Part III Commercial Part IV Boiler and Machinery: See Part III and IV for Coverage and Limits
Not Included

3. Forms and Endorsements made part of this policy at time of issue include: (Insert number and suffix)

PART I: SEA-102, G39200-D, G39224-C, G39226-B, G39239-A, G39543-A, G30454-C, G39282-A98, G39282-E99, G41099-A, G83131-A46, G41396-A99, TL0210(6/76), G31824-A

PART II: G31670-B, G39025-A, G39250-C, G39251-B, GL2114(7/66), GL3905(7/66), GL0412(1/73), GL2208(1/74), GL2203(1/74)

Provisional Premium is \$ **28,828** and is payable \$ **28,828** at inception, and \$ _____ at each anniversary

The premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date, unless indicated by an X in the box. NOT APPLICABLE

This policy shall not be valid unless countersigned by a duly authorized agent of this Company.

E. M. O'Neil Chairman of the Board
MG-39201-C
Harold J. ... Corporate Secretary
Countersigned by _____ Authorized Agent

MEMORANDUM
This memorandum is not a contract of insurance but is subject to change by endorsement and to assignment and is numbered herein, and as such stands as a policy.

PREMIUM INSTALLMENT ENDORSEMENT

	PAYMENTS DUE	AMOUNTS DUE
INITIAL INSTALLMENT	5-9-85	\$ 7,210
SECOND INSTALLMENT	6-9-85	2,402
THIRD INSTALLMENT	7-9-85	2,402
FOURTH INSTALLMENT	8-9-85	2,402
FIFTH INSTALLMENT	9-9-85	2,402
SIXTH INSTALLMENT	10-9-85	2,402
SEVENTH INSTALLMENT	11-9-85	2,402
EIGHTH INSTALLMENT	12-9-85	2,402
NINTH INSTALLMENT	1-9-86	2,402
TENTH INSTALLMENT	2-9-86	2,402
ELEVENTH INSTALLMENT		
TWELFTH INSTALLMENT		
TOTAL PREMIUM		\$28,828

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	IP 50 214 4020

Complete Only When This Endorsement Is Not Prepared with the Policy OR is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
COMMUNITY CHAPEL & BIBLE TRAINING CENTER	

Countersigned by _____
Authorized Representative



DECLARATIONS EXTENSION
 DAMAGE TO PROPERTY/BUSINESS EARNINGS
 SCHEDULE SECTION 2a (Continued)

Item	Description and Location of Property Covered	Limit of Liability		
		Building(s)	Contents	Bus. Earnings
2a. 1.	<p>Blanket Building & Contents usual to a Church College.</p> <p>Loc.:</p> <p>a) 13635 Eighth Avenue South Church & Classrooms King Co. FPD #2</p> <p>b) 20' West of Church Educational Building</p> <p>c) South of Above Shop & Storage Building</p> <p>d) South of Above Portable Classroom</p> <p>e) 19016 First Avenue South New Sanctuary Classrooms</p> <p>f) Same As Above (Sanctuary)</p> <p>g) 416 S.W. 192nd King Co. FPD #2 Dwelling</p> <p>h) Lot 42 of Whispering Pine Lake Wenatchee, WA - Chelan Co. FPD #1 Sec. 19, Twp. 23, Rge. 20EWM</p> <p>i) Student Dormitory 13810 First Avenue South Seattle, WA</p> <p>j) Classroom Adj. to 13810 First Avenue South Seattle, WA</p>	10,854,105	Included	
b.	<p>Conditions applicable: (See Declarations Section 2b for definitions of symbols used)</p> <p>Name of Form and Form Number Applicable:</p>	<p><input checked="" type="checkbox"/> 90 %</p> <p><input type="checkbox"/> AA</p> <p>ALL RISK G39224-C</p>	<p><input type="checkbox"/> _____ %</p> <p><input type="checkbox"/> AA</p>	<p><input type="checkbox"/> _____ % ML</p> <p><input type="checkbox"/> AA</p>



ADDITIONAL INSURED ENDORSEMENT

Part I

With respect to the Part I coverage afforded to the property scheduled below, the person(s) or organization(s) scheduled below are added as Insureds as their interest may appear.

PART I SCHEDULE

<u>LOCATION OF PROPERTY</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>PERSON(S) OR ORGANIZATION(S)</u>
18635 Eighth Avenue South Seattle, WA	Lease 0004178-004	Metlife Capital Corp. P.O. Box C-97550 Bellevue, WA 98009

Part II

With respect to the premises scheduled below, PERSONS INSURED under G-39250 is amended to include as an Insured the person(s) or organization(s) scheduled below, but only with respect to Bodily Injury and Property Damage arising out of ownership, maintenance and use of the scheduled premises, and operations necessary or incidental thereto and only with respect to the coverage afforded under G-39250.

PART II SCHEDULE

<u>LOCATION OF PREMISES</u>	<u>PERSON(S) OR ORGANIZATION(S)</u>
-----------------------------	-------------------------------------

Mortgage Clause: Subject to the provisions of the Mortgage Clause in Part I of this policy, Page 5 of 11, Paragraph Q of the Policy Conditions, Form G39200-D, Loss (if any) on building items under Part I shall be payable to:

DONALD M. PIKE
916 E. 16th
Spanaway, WA 98987

As respects: 18635 Eighth Avenue South, Seattle, WA

METLIFE CAPITAL CORPORATION
P.O. Box C-97550
Bellevue, WA 98009

As respects: Lease #0004178-004

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
2	IP 50 214 40 20

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
COMMUNITY CHAPEL & BIBLE TRAINING CENTER	

CNA

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Countersigned by _____
Authorized Representative



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CONTRACTORS' EQUIPMENT ENDORSEMENT
Broad Form

1. Property Insured. This policy covers contractors' equipment described below or in schedule attached, which is the property of the Insured or the property of others leased, rented or borrowed by the Insured and for which the Insured is liable.

Item No.	Description	Limits of Liability
1	310 A Wheel Loader Hoe S#286267	\$20,000

Catastrophe Limit \$ 20,000

Deductible \$ 100

2. Property Excluded. This policy does not cover:

- (a) animals, motor vehicles designed for highway use, aircraft or watercraft;
- (b) property while waterborne except while on ferries operating in connection with railroads or public ferries on scheduled routes;
- (c) property while in cofferdams or while below the ground surface in mining, tunneling or similar operations, unless specifically endorsed hereon;
- (d) property leased, rented or loaned to others;
- (e) accounts, bills, jewelry, precious stones, currency, deeds, evidences of debt, money, notes, securities, plans, blueprints, designs or specifications;

3. Limits of Liability. The Company shall not be liable for more than the catastrophe limit indicated in the above schedule in any one loss or disaster either in case of partial or total loss or salvage charges or any other expenses or all combined.

4. Deductible Clause. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted loss the deductible amount indicated in the above schedule shall be deducted.

5. Where Covered. This policy covers the property insured only while it is within the states of the United States, the District of Columbia (excluding Alaska and Hawaii) and the Dominion of Canada.

6. Perils Insured. This policy insures against all risks of direct physical loss of or damage to the insured property from any external cause (including general average and salvage charges) except as hereinafter excluded.

7. Perils Excluded. This policy does not insure against:

- (a) Delay, loss of market or use;
- (b) Wear and tear, gradual deterioration, inherent vice, latent defect, freezing or overheating, depreciation or obsolescence, rust, or corrosion;
- (c) Loss or damage caused by any repairing or restoration or remodeling process, structural or mechanical or electrical breakdown unless fire ensues and then only for the loss or damage by such ensuing fire;
- (d) Loss due to mysterious disappearance, or loss or shortage disclosed on taking inventory;
- (e) Loss, damage or expense caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, his or their employees or agents, or any person or persons to whom the property may be entrusted (carriers for hire excepted);
- (f) Loss or damage occasioned by the weight of a load exceeding the registered lifting capacity of any machine under the operating conditions at the time of loss;
- (g) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy;
- (h) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trace.



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INLAND MARINE

All conditions in Policy Conditions G-39200 which apply exclusively to Part I are deleted, as respects this Coverage Part. The conditions which follow, including conditions contained in any form or endorsement designated below, apply.

Coverage on the described property under this Coverage Part supersedes and replaces any other coverage under Part I which would otherwise apply.

With respect to any form or endorsement attached to this Coverage Part, the term "policy" shall mean "Coverage Part."

Coverage is provided as described below or in the schedule attached.

DESCRIPTION OF PROPERTY:

CONTRACTORS EQUIPMENT

Forms and endorsements applicable to this Coverage Part: G30454-C, IL0210(6/76)

CONDITIONS

1. **Notice of Loss.** The Insured shall as soon as practicable report in writing to the Company or its agent every loss, damage or occurrence which may give rise to a claim under this Coverage Part and shall also file with the Company or its agent within ninety (90) days from date of such loss, damage or occurrence, a detailed sworn proof of loss.
2. **Examination Under Oath.** The Insured shall, and insofar as is within his power the Insured shall cause his employees, members of the household or others to:
 - a. submit to examinations under oath;
 - b. exhibit all that remains of damaged property;
 - c. produce for examination all writings, books of accounts, bills, invoices and other vouchers.

Such examinations shall be conducted by the Company or its authorized representative at such reasonable time and place designated by the Company or its representative. No examination or other act of the Company or its representative in the investigation of any loss or claim shall be deemed a waiver of the Company's rights of defense or recovery.
3. **Valuation.** The Company shall not be liable beyond the actual cash value of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
4. **Settlement of Loss.** All adjusted claims shall be paid or made good to the Insured within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid or made good if the Insured has collected the same from others.
5. **No Benefit to Bailee.** This insurance shall in no wise inure directly or indirectly to the benefit of any carrier or other bailee.
6. **Subrogation or Loan.** If in the event of loss or damage the Insured shall acquire any right of action against any individual, firm or corporation for loss of or damage to, property covered hereunder, the Insured will, if requested by the Company, assign and transfer such claim or right of action to the Company or, at the Company's option, execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the

DEDUCTIBLE ENDORSEMENT

All other terms and conditions remain unchanged.

		<u>FIRE</u>	<u>ECE</u>	<u>VMM</u>	<u>AOP</u>
Basis of Insurance \$ <u>10,854,105</u>	Full Coverage Rate	<u>VRS</u>	<u>VRS</u>	<u>VRS</u>	<u>VRS</u>
Deductible Amount \$ <u>1,000</u>	Credit for Deductible Amount	<u>18</u> %	<u>18</u> %	<u>18</u> %	<u>18</u> %
Limit of Liability \$ <u>10,853,105</u>	Rate for Deductible Insurance after Credit	<u>VRS</u>	<u>VRS</u>	<u>VRS</u>	<u>VRS</u>

1. Each claim for loss or damage (separately occurring) shall be adjusted separately and from each such adjusted claim the sum of the deductible specified above shall be deducted. In the event of any recovery and/or salvage on a loss which has been or is being or is about to be paid hereunder, such recovery and/or salvage shall accrue entirely to the benefit of this Company under this policy until the sum paid by them has been made up.

2. The deductible specified above shall apply separately to each:

- Occurrence }
 Location } (Indicate one) except _____
 Item }

3. It is a condition of this policy that the deductible amount specified shall be solely at the risk of the insured, and shall not be covered under any other policy of insurance, except as provided in Paragraph 4.

4. No additional insurance shall be permitted unless permission is granted by the completion of the following:

- A. Permission is granted to carry additional insurance in the amount of \$ _____ applying to property situated at _____ which shall be deemed to be concurrent insurance.
- B. When additional concurrent insurance is carried in accordance with Item A of this paragraph, the deductible amount specified herein shall apply to this policy, only to the extent of the pro rata proportion which this policy bears to the total permitted insurance.
- C. Additional insurance carried in accordance with the foregoing shall be added to the sum set forth in this policy as "Basis of Insurance" for the purpose of determining compliance with any coinsurance, contribution, average, or distribution clause.
- D. Additional insurance which is permitted by the terms of this endorsement shall not violate the conditions of Paragraph 3, whether or not such additional insurance contains a deductible clause.
- E. When additional insurance is not disclosed and permission granted hereunder, the full amount of the deductible shall apply to any losses apportioned to this policy.

5. In consideration of the reduced rate(s) at which this insurance is written, this company shall in no event be liable with respect to any one loss for an amount greater than its pro rata proportion of the sum set forth as "Limit of Liability," or if more than one location be insured hereunder with a specific "Limit of Liability" applicable to each location, in no event shall this company be liable with respect to any location for an amount greater than its pro rata proportion of the "Limit of Liability" applicable thereto.

6. It is a condition of this policy that any coinsurance, contribution, average or distribution clause, which may be a part hereof, shall apply to the full value of the property insured, without reduction for the amount of the deductible specified herein, and that such deductible shall apply after any penalty has been assessed by the application of such coinsurance, contribution, average or distribution clause. For the purpose of determining compliance with any such coinsurance, contribution, average or distribution clause, the sum set forth as "Basis of Insurance" shall be applied to the full value of the property as aforesaid.

This endorsement, which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Must Be Completed	
ENDT. NO.	POLICY NO.
3	IP 50 214 40 20

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
COMMUNITY CHAPEL & BIBLE TRAINING CENTER	





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MISCELLANEOUS LIABILITY EXTENSION
SCHEDULE AND ADDITIONAL DECLARATIONS

The Additional Declarations and Schedule Below Are an Extension of Those Issued in Connection With The Coverage Part Indicated By An In The Appropriate Box.

- | | |
|--|---|
| <input type="checkbox"/> COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE | <input type="checkbox"/> MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE |
| <input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY INSURANCE | <input type="checkbox"/> OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE |
| <input type="checkbox"/> CONTRACTUAL LIABILITY INSURANCE (Designated Contracts Only) | <input type="checkbox"/> |

DESCRIPTION OF HAZARDS (and location if different from address shown in Item 1 of declarations)	Code No.	Premium Bases As defined in the Schedule	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Location 1 - 18635 Eighth Avenue S. Seattle, WA						
Churches	314-86612	a) 10,278	7.037	.019	723	2
Schools - Colleges, Universities or College Preparatory - excluding Stadiums or outdoor grandstands or bleachers - permanent or portable.	314-82210S	a) 28,198	5.033	.016	1,419	5
Camps - boy or girl	314-70322S	d) If Any	25.307	.413	At Audit	
Location 2 - 19016 First Avenue S. Seattle, WA						
Schools - Parochial or Private - excluding Stadiums or outdoor Grandstands or Bleachers - Permanent or Portable.	314-82111S	e) 900	2.840	.011	2,556	10
Churches	314-086612	a) 39,500	7.037	.019	2,780	8
Schools - Colleges, Universities or College Preparatory - excluding Stadiums or outdoor Grandstands or Bleachers - permanent or portable.	314-82210S	a) 3,500	5.033	.016	176	1
Teachers	314-82993	e) 50	4.194	1.147	210	57
Liability for Corporal Punishment of Pupils.	314-82994	e) 50	4.197		210	
Location 3 - 416 S.W. 192nd Seattle, WA						
Dwellings - One Family (Lessor's Risk Only)	314-65143	a) 1	12.345	1.147	12	1
Subtotal					(8,086)	(84)



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COVERAGE PART

STOP GAP LIABILITY INSURANCE

SGL

For attachment to Policy No. IP 50 214 40 20

ADDITIONAL DECLARATIONS

- 1. Designated States, territory or possession: **Washington**
- 2. Employees Rejecting Act: **None**

SCHEDULE

	Coverage	LIMITS OF LIABILITY	
		EACH PERSON	EACH OCCURRENCE
Stop Gap Liability Insurance	A—Bodily Injury Liability	\$ 500,000	\$ 500,000

CLASSIFICATION OF OPERATIONS	Premium Bases	RATES	ADVANCE PREMIUMS
		BODILY INJURY	BODILY INJURY
Church College	Total Remuneration	Per \$100 of Total Remuneration	
	c) 2,500,000:		
	150,000	.026	39
	350,000	.005	18
	2,000,000	.003	60
	MINIMUM PREMIUM	\$ 13 H	
Total Advance Premium			Included

(OVER)



For All the Commitments You Make

The Additional Declarations and Additional Schedule Below Are For Completion Of:
COMPREHENSIVE GENERAL LIABILITY INSURANCE

(Combined Limits of Liability)

ADDITIONAL DECLARATIONS

Interest of Named Insured in such premises (check below),
 Owner General Lessee Tenant Other _____
 Part occupied by Named Insured (enter)

Location of all premises owned by, rented to or controlled by the Named Insured. (Enter "same" if same locations as address shown in Item 1 of Declarations)

ENTIRE		ADDITIONAL SCHEDULE			SAME	
DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASIS	RATES		PROVISIONAL PREM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations — Escalators (Numbers at Premises)		(a) Area (sq ft) (b) Frontage (c) Remuneration (e) Number Insured 1) Per 100	(a) Per 100 sq. ft. of Area (b) Per linear ft. (c) Per \$100 of Remuneration (e) Per Lanong (j) Per \$1000 of Remuneration Camper Days			
OL & T as per G31670-B attached.					8,086	84
Radio or Television Broadcasting Stations - All Employees including Salesmen and Clerical.	313-48302	c) 13,000	.116	.046	15	6
Independent Contractors Construction Operations - Owner (not railroads) - excluding operations on board ships.	315-16292	(g) Cost (h) Number g) 20,000	(g) Per \$100 of Cost (h) Per Contract .022	.019	4	4
Completed Operations — Products		(d) Receipts (f) Sales d) 50,000	(d) Per \$1,000 of Receipts (f) Per \$1,000 of Sales .565	.311	57M	62M
Optional Liability Extensions Medical Payments Fire Legal Liability Personal Injury Blanket Contractual Broad Form Property Damage	325-99990		15%	15%	1,224	23
STOP GAP AS PER G39025-A					117	Included
Endorsement Provisional Premiums						
Total Provisional Premium					9,503	179



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective _____ Policy No. **IP 50 214 40 20** Endorsement No. **4**

Named Insured **COMMUNITY CHAPEL & BIBLE TRAINING CENTER**

Additional Advance Premium \$ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

CAMPS

Description of Premises: **Church College**

Schedule

Classifications	Code No.	Premium Bases (a) Per 100 Camper Days (b) No. of Units	Rates		Advance Premium	
			B.I.L. Cov.	P.D.L. Cov.	B.I.L. Cov.	P.D.L. Cov.
Camps—Non Profit	70321	a) If Any	25.307	.413	At	Audit
Camps	70322					
Camps—first aid to campers	80998					
Saddle Animals	79434					
Motorboats	44697s				—	—
Sailboats					—	—
Outboard Motors not exceeding 10 horsepower						—
Total Advance Premium for Watercraft					\$	\$
Total Advance Premium					\$ Incl.	\$ Incl.

It is agreed that with respect to the operation of any camp on the premises described above or designated in the policy as subject to this endorsement:

1. **FIRST AID** The insurance does not apply under the "Supplementary Payments" provision to expenses incurred by the insured for first aid to any camper unless a premium charge is entered for the Bodily Injury Liability Coverage in the schedule of this endorsement opposite the classification "Camps—first aid to campers".

If a premium charge is entered therein, the "Supplementary Payments" provision applies to expenses incurred by the insured for first aid to campers, other than expenses for services provided by the insured, by any employee of the insured or by any person or organization under contract to the insured to provide such services.

2. **INFIRMARIES, CLINICS, HOSPITALS** If the camp has an infirmary with facilities for lodging and treatment or a public clinic or hospital, the insurance does not apply to (1) the rendering of or failing to render (a) medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, (b) any service or treatment conducive to health or of a professional nature or (c) any cosmetic or tonsorial service or treatment; (2) the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or (3) the handling of or performing of autopsies on dead bodies.

3. **SADDLE ANIMALS** The insurance does not apply to bodily injury or property damage arising out of the use of the named insured's saddle animals unless a premium charge is entered for the Bodily Injury Liability



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No. **IP 50 214 40 20**

Endorsement No. **5**

Named Insured **COMMUNITY CHAPEL & BIBLE TRAINING CENTER**

Additional Premium \$ _____

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

COLLEGES OR SCHOOLS

Schedule

Additional Insureds:

Including Teachers and Staff

First Aid Coverage:

1. Excluding All Students

2. Including All Students

It is agreed that with respect to the operation of any college or school by or on behalf of the named insured:

1. **Additional Insureds:** The "Persons Insured" provision is amended to include as an insured any of the following while acting within the scope of his duties as such:

(a) If the named insured is a private charitable or educational institution, any trustee or member of the Board of Governors thereof.

(b) If the named insured is a public board or commission, any executive officer or member thereof.

(c) If an "x" is entered in the schedule in the block opposite "Including Teachers and Staff", any member of the teaching or administrative staff or other employee of the named insured.

2. **First Aid:** The insurance under the "Supplementary Payments" provision for first aid is subject to the following special provisions:

(a) If an "x" is entered in the schedule in the block opposite "Excluding All Students", the insurance does not apply to first aid to any student or pupil.

(b) Subject to paragraph 2 (a), unless an "x" is entered in the block opposite "Including All Students" the insurance does not apply to first aid to any student or pupil injured while engaged in any athletic activities (including calisthenic drills and gymnasium classes) directed or organized by any insured or by any person acting on behalf of the

named insured.

(c) The insurance does not apply to expenses for services provided by the named insured or his employees or by any person or organization under contract with the named insured to provide such services

3. **Infirmaries, Clinics, Hospitals:** If the college or school has an infirmary with facilities for lodging and treatment or a public clinic or hospital the insurance does not apply to (1) the rendering of or failure to render (a) medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith, (b) any service of treatment conducive to health or of a professional nature, or (c) any cosmetic or tonsorial service or treatment; (2) the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or (3) the handling of or performing of autopsies on dead bodies.

4. **Transportation of Pupils:** With respect to the transportation of students or pupils, exclusions (b) and (e) of the policy are replaced by the following

The insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft, automobile or watercraft owned, operated or hired by or for the insured or any officer, employee or member of the teaching, supervisory or administrative staff thereof. For the purpose of this exclusion the word "hired" shall be deemed to include any contract to furnish transportation of pupils to and from schools.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No **IP 50 214 40 20**

Endorsement No. **6**

Named Insured **COMMUNITY CHAPEL & BIBLE TRAINING CENTER**

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

PRODUCTS HAZARD EXCEPTIONS

It is agreed that the products hazard does not include bodily injury or property damage arising out of the named insured's products manufactured, sold, handled or distributed in connection with (1) the use of any premises described in this endorsement, owned by or rented to the named insured or (2) any operation, described in this endorsement, conducted by or on behalf of the named insured.

Description of Premises and Operations: **Schools - Colleges & Parochial
Churches
Camps**



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective _____ Policy No. **IP 50 214 40 20** Endorsement No. **7**

Named Insured **COMMUNITY CHAPEL & BIBLE TRAINING CENTER**

Additional Premium \$ _____ Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
PREMISES MEDICAL PAYMENTS INSURANCE

TEACHER'S LIABILITY COVERAGE
(Including Optional Premises Medical Payments)

Schedule

1. Name of Individual:	Type of Instruction	Annual Premiums
(a) ALL TEACHERS EMPLOYED BY INSURED	Bodily Injury Liability (Excluding Corporal Punishment)	\$ Nil
(b)	Bodily Injury Liability (Including Corporal Punishment)	\$ Incl.
(c)	Property Damage Liability	\$ Incl.
2. The insurance applicable to the teaching activities of the insured shall be only under those coverages for which a specific premium charge is entered herein:	Premises Medical Payments (Excluding bodily injury to pupils)	\$ Nil

It is agreed that the "Persons Insured" provision is amended to include as an insured the persons designated above but only with respect to bodily injury or property damage arising out of his teaching activities, subject to the following additional provisions:

1. "Teaching activities" means acts or omissions of the insured in connection with his occupation as a member of the faculty or teaching staff of any school or college not owned or financially controlled by such insured or by a partnership or joint venture of which he is a member.
2. Under the Bodily Injury Liability and Property Damage Liability Coverages this insurance:
 - (a) does not apply to liability assumed under an incidental contract;
 - (b) is not subject to exclusions (b), (e) and (p);
 - (c) does not apply to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of draft or saddle animals, vehicles for use therewith, automobiles, watercraft or aircraft, owned, operated or hired by or for the insured or his employer or used by the insured for the purpose of instruction in the use thereof;

Premises Medical Payments (Including bodily injury to pupils other than bodily injury arising out of Corporal Punishment) \$ Nil

(d) does not apply to bodily injury to any (1) fellow employee of the insured injured in the course of his employment, or (2) pupil arising out of corporal punishment administered by or at the direction of the insured, but subparagraph (2) of this exclusion does not apply to the Bodily Injury Liability Coverage if such coverage is indicated in the schedule as including corporal punishment.

3. If Premises Medical Payments Coverage is afforded hereunder such coverage applies to teaching activities, subject to the following additional exclusions:

- The Premises Medical Payments Coverage does not apply:
- (a) to bodily injury to any pupil, but this exclusion shall apply only to bodily injury arising out of corporal punishment if Premises Medical Payments Coverage is designated in the schedule as including bodily injury to students other than bodily injury arising out of corporal punishment;
 - (b) to bodily injury to a fellow employee of the insured.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective _____ Policy No **IP 50 214 40 20** Endorsement No **8**

Named Insured **COMMUNITY CHAPEL & BIBLE TRAINING CENTER**

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE**

EXCLUSION

(Malpractice and Professional Services)
(Form A)

It is agreed that with respect to any operation described below or designated in the policy as subject to this endorsement, the insurance does not apply to bodily injury or property damage due to

1. the rendering of or failure to render
 - (a) medical, surgical, dental, x-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (b) any service or treatment conducive to health or of a professional nature, or
 - (c) any cosmetic or tonsorial service or treatment;
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. the handling of or performing of autopsies on dead bodies.

Description of Operations: **Schools - Colleges, Universities or College Preparatory**



For All the Commitments You Make

MISCELLANEOUS LIABILITY EXTENSION
SCHEDULE AND ADDITIONAL DECLARATIONS

Attachment to Policy No IP 50 214 40 20

The Additional Declarations and Schedule Below Are an Extension of Those Issued in Connection With The Coverage Part Indicated By An In The Appropriate Box

- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE (Designated Contracts Only)
- MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE
- OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

DESCRIPTION OF HAZARDS (and location if different from address shown in Item 1 of declarations)	Code No	Premium Bases As defined in the Schedule	RATES		ADVANCE PREMIUMS	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Location 1-18635 Eighth Avenue South Seattle, WA.						
Churches	314-86612	a) 10,278	6.201	.017	637	2
Schools-Colleges, Universities or College Preparatory-excluding Stadiums or Outdoor Grandstands or Bleachers-Permanent or Portable.	314-82210S	a) 28,198	4.435	.014	1251	4
Camps-Boy or Girl	314-70332S	i) If any	22.302	.364	At Audit	
Location 2-19016 First Avenue South Seattle, WA.						
Schools-Parochial or Private-excluding Stadiums or outdoor grandstands or bleachers-permanent or portable.	314-82111S	e) 900	2.502	.010	2252	9
Churches	314-86612	a) 39,500	6.201	.017	2449	7
Schools-Colleges, Universities or College Preparatory-excluding Stadiums or outdoor grandstands or bleachers-permanent or portable.	314-82210S	a) 3,500	4.435	.014	155	1
Teachers	314-82993	a) 50	3.699	1.010	184	51
Liability for Corporal Punishment of Pupils.	314-82994	a) 50	3.699		.84	
Location 3-416 S.W. 192nd Seattle, WA.						
Dwellings-One Family (Lessor's Risk Only)	314-65143	e) 1	10.879	1.010	11	1
Subtotal					7,123	75



For All the Commitments You Make

The Additional Declarations and Additional Schedule Below Are For Completion Of:
COMPREHENSIVE GENERAL LIABILITY INSURANCE
 (Combined Limits of Liability)

ADDITIONAL DECLARATIONS

Interest of Named Insured in such premises (check below).
 Owner General Lessee Tenant Other _____
 Part occupied by Named Insured (enter)

Location of all premises owned by, rented to or controlled by the Named Insured (Enter "same" if same locations as address shown in Item 1 of Declarations)

Entire

Same

ADDITIONAL SCHEDULE

DESCRIPTION OF HAZARDS	CODE NO.	PREMIUM BASIS	RATES		PROVISIONAL PREM	
			BODILY INJURY	PROPERTY DAMAGE	BODILY INJURY	PROPERTY DAMAGE
Premises — Operations — Escalators (Numbers at Premises)		(a) Area (sq ft) (b) Frontage (c) Remuneration (e) Number Insured i) Per 100 Camper Days	(a) Per 100 sq ft of Area (b) Per linear ft (c) Per \$100 of Remuneration (e) Per Landing (i) Per \$1000 of Remuneration			
OL & T As Per G31670-B Attached					7,123	75
Radio or Television Broadcasting Stations-All Employees including Salesmen & Clerical. 313-48302		c) 13,000	103	041	13	5
Independent Contractors Construction Operations-Owner (not railroads) excluding operations on board ships. 315-16292		(g) Cost (h) Number g) 20,000	(g) Per \$100 of Cost (h) Per Contract .019	.017	15 (M)	33 (M)
Completed Operations — Products Radio or Television Broadcasting Stations-All Employees including Salesmen & clerical. 316-39982		(d) Receipts (f) Sales d) 50,000	(d) Per \$1,000 of Receipts (f) Per \$1,000 of Sales .565	.311	52 (M)	68 (M)
Optional Liability Extensions Medical Payments Fire Legal Liability Personal Injury Blanket Contractual Broad Form Property Damage	325-99990		15%	15%	1,080	27
Stop Gap As Per G39025-A					117	
Endorsement Provisional Premiums						
Total Provisional Premium					8,400	208

In consideration of the Return Premium shown below, it is agreed that due to additional rating considerations the premium for the 5-9-85 to 5-9-86 term is amended to \$25,589 in lieu of \$28,828. Forms G31670-B & G39251-B are revised per the attached.

C P S

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

ENDORSEMENT NO. 9	POLICY NO. IP 50 214 40 20	ISSUED TO Community Chapel & Bible Training Center
EFFECTIVE DATE OF CHANGE 5-9-85 Exp: 5-9-86		<input type="checkbox"/> ADDITIONAL OR <input checked="" type="checkbox"/> RETURN \$ 3,239

SUBSEQUENT ANNIVERSARY DATES	PREVIOUS INSTALLMENT	<input type="checkbox"/> ADDITIONAL OR <input type="checkbox"/> RETURN	REVISED INSTALLMENT(S)
2	\$		\$
3	\$		\$



8-14-85 SLB/dt Snapp & Sons-Seattle, WA.

For All the Commitments You Make®

Countersigned by _____
Authorized Agent



LENDER'S LOSS PAYABLE ENDORSEMENT

1. Loss or damage, if any, under this policy shall be paid to SEAFIRST REAL ESTATE GROUP
P.O. Box C-11922, Seattle, WA 98111 Attn.: Forceplace Desk

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successor and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them, either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and the Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character or said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at _____ or, if none be specified, at its head office at _____

Attached to Policy No. IP 502144020 of AMERICAN CASUALTY COMPANY

Issued to COMMUNITY CHAPEL & BIBLE TRAINING CENTER

Agency at SEATTLE, WASHINGTON Date 9-25-85

RE: BUILDING & CONTENTS AT 416 SW 192ND, SEATTLE, WA

Approved:
Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance

Agent

It is agreed that the policy is amended to add the following loss payable clause per form 438BFU attached.

C P S

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

<i>Must Be Completed</i>		<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ENDT. NO.	POLICY NO.	ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
10	IP 50 214 40 20	COMMUNITY CHAPEL & BIBLE TRAINING CENTER	9-25-85

YM/jj 10-10-85 SHAPP & SONS - SEATTLE, WA

5-9-86 exp.

CNA
For All the Commitments You Make[®]

Countersigned by _____
Authorized Representative

It is agreed that the policy is amended to add the following loss payable clause per form 438BFU Attached.

GPS

This endorsement is a part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

<i>Must Be Completed</i>	
ENDT. NO.	POLICY NO.
11	IP 50 214 40 20

<i>Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy</i>	
ISSUED TO	EFFECTIVE DATE OF THIS ENDORSEMENT
Community Chapel & Bible Training Center	11-8-85



12-13-85 YM/dt Snapp & Sons, Inc.-Seattle, WA.

Exp: 5-9-86

For All the Commitments You Make[®]

Countersigned by _____
Authorized Representative



LENDER'S LOSS PAYABLE ENDORSEMENT

Attn: Lora Crittenden
Seafirst Mortgage Corporation
Its Successors & Assigns

1. Loss or damage, if any, under this policy shall be paid to
P. O. Box C11022, Seattle, WA. 98111-9022

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at

or, if none be specified, at its head office at
Attached to Policy No. IP 50 214 4020 of American Casualty
Issued to Community Chapel & Bible Training Center
Agency at Seattle, WA. Date 11-8-85
Re: Property at Pasonage located at: 416 S.W. 192rd, Seattle, WA.

Approved:
Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance.

Agent.



For All the Commitments You Make

This endorsement modifies such insurance as is afforded by the provisions of the
COMPREHENSIVE GENERAL LIABILITY INSURANCE

**ADDITIONAL INSURED
(Premises Leased to the Named Insured)**

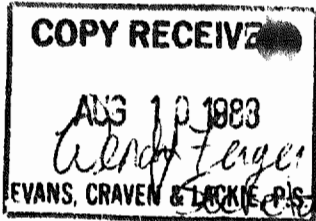
It is agreed that the "Persons Insured" provision is amended to include as an *Insured* the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the *Named Insured*, and subject to the following additional exclusions:

This insurance does not apply:

1. to any *Occurrence* which takes place after the *Named Insured* ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

SCHEDULE
LGP

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)	Provisional Bodily Injury Liability	Premiums Property Damage Liability
1928 S. Sea-Tac Mall Federal Way, WA.	Sea-Tac Mall Associates & Sea-Tac Merchants Association 1928 South Sea Tac Mall Federal Way, WA. 98003	25	Incl.



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KATHY LEE BUTLER, et ux.,
et al.,

Plaintiffs,

vs.

DONALD LEE BARNETT, et ux.,
et al.,

Defendants.

NO. 86-2-18176-8

JORGENSEN REQUESTS
FOR PRODUCTION
OF DOCUMENTS TO
DEFENDANTS BARNETTS

SANDY EHRLICH, et vir., et
al.,

Plaintiffs,

vs.

RALPH ALSKOG, et ux., et
al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

vs.

COMMUNITY CHAPEL AND BIBLE
TRAINING CENTER, et al.

Defendants.

TO: Defendants, Donald Lee Barnett and Barbara Barnett

AND TO: Tim Donaldson and Rodney Hollenbeck, Attorneys for
Defendants Donald Lee Barnett and Barbara Barnett

JORGENSEN REQUESTS FOR
PRODUCTION OF DOCUMENTS
TO DEFENDANTS BARNETT'S

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7580

AUG 10 3 50 PM '88
SUPERIOR COURT CLERK
SEATTLE, WA

FILED

111
22

FILED

AUG 13 2 10 PM '86

CLERK

CIVIL TRACK ONE
THE HONORABLE GARY LITTLE

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et. ux.,)
et. al.,)

Plaintiffs,)

v.)

DONALD LEE BARNETT, et. ux.,)
et. al.,)

Defendants.)

CONSOLIDATED/TRACK ONE
NO. 86-2-18176-8

NOTICE OF DEPOSITIONS

SANDY EHRLICH, et. ux., et. al.,)

Plaintiffs,)

v.)

RALPH ALSKOG, et. ux., et. al.,)

Defendants.)

MAUREEN P. JORGENSEN,)

Plaintiff,)

v.)

COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, et. al.,)

Defendants.)

NOTICE OF DEPOSITIONS
15004789.101

112

Evans, Crawford Luckie, P.S.

LAWYERS

12081 886 0055


1 TO: ALL PARTIES AND THEIR COUNSEL

2 YOU ARE HEREBY NOTIFIED that the testimony of multiple lay
3 witnesses, further described in the attachment hereto, will be
4 taken at the instance and request of defendants Barnett in the
5 above action, subject to continuance or adjournment from time to
6 time or place to place until completed and to be taken on the
7 ground and for the reason that said witness will give evidence
8 material to the establishment of the parties' case; said
9 depositions to be held as designated on the attached list at:

10 PLACE: 3100 Columbia Center
11 710 Fifth Avenue
12 Seattle, Washington 98104

13 DATED August 8, 1988.

14 EVANS CRAVEN & LACKIE, P.S.

15 By 
16 Rodney D. Hollenbeck
17 Attorneys for Defendants Barnett

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31 NOTICE OF DEPOSITIONS
32 15004789.101

Evans, Craven & Lackie, P.S.

LAWYERS

2061 386 5555

1	8/17	8:30	Donna Coleman	Butler
2	8/17	9:30	David Dobbs	Butler
3		10:30	Nancy Dobbs	Butler
4	8/18	8:30	John Swenson	Butler
5	8/18	10:30	Ken Stiles	Butler
6				
7	8/18	11:30	Lorna Smith	Butler
8	8/18	1:30	Sam Shirley	Butler
9	8/18	2:30	Lisa Rasmussen	Butler
10				
11	8/18	3:30	Cora Oleson	Butler
12	8/18	4:30	Cindy Maxwell	Butler
13	8/19	8:30	Steve Tyner	Butler
14				
15	8/19	10:30	Carmen Woods	Butler
16	8/19	11:30	Jeff Yost	Butler
17	8/19	1:30	Tim Yokers	Butler
18				
19	8/22	8:30	George Alberts	Jorgensen
20	8/22	10:30	Charles Moren	Jorgensen
21	8/22	3:30	John Blackburn	Jorgensen
22				
23	8/22	5:00	David Hunt	Jorgensen
24	8/23	10:00	Jim Wagner	Jorgensen/Erlich
25	8/23	11:00	Jane Snowy	Jorgensen
26				
27	8/23	1:00	Maureen Sabourin	Jorgensen
28	8/23	2:30	Ron Lowrie	Jorgensen
29	8/23	3:30	Brian Grennan	Jorgensen/Ehrlich
30				
31	8/24	9:30	Bill Kamp	Ehrlich
32				

Ernie Crawford Luskie, P.C.

LAWYERS

1986-88-0055

1				
2	8/24	11:00	Don Tuggle	Ehrlich
3	8/24	1:30	Michael Sabourin	Ehrlich
4	8/24	3:00	Wayne Snoey	Ehrlich
5				
6	8/25	8:30	David Green	Kitchell
7	8/25	9:30	Mrs. Freeman	Kitchell
8	8/25	10:30	John Bergin	Ehrlich
9				
10	8/25	11:30	Chris Mathew	Ehrlich
11	8/25	1:30	Donald Lockrem	Ehrlich
12	8/25	2:30	John Harold	Ehrlich
13				
14	8/25	3:30	Gerald Slaminski	Ehrlich
15	8/25	4:30	Gregory Thiel	Ehrlich
16	8/25	5:30	Mark Yokers	Kitchell
17				
18	8/29	8:30	Ray Ellis	Ehrlich
19	8/29	10:30	Cheryl Riggs	Ehrlich
20	8/29	11:30	Chani Hayes	Lemke
21				
22	8/29	1:30	Lucy Brown	Ehrlich
23	8/29	3:30	Det. Larry Daley	Lemke
24	8/30	8:30	Nancy Plueger	Ehrlich
25				
26	8/30	9:30	George Page	Ehrlich
27		10:30	Darlene Page	Ehrlich
28	8/30	11:30	Virginia McMannus	Ehrlich
29	8/31	8:30	Judy Prestella	Chabot
30				
31	8/31	9:30	Tom Ryan	Chabot
32		10:30	Claudia Ryan	Chabot

Evans, Craen & Luckie, P.C.

LAWYERS

1000 Market Street, Suite 2000
San Francisco, California 94102

(206) 386-5555

1				
2	8/31	11:30	Doug King	Kitchell
3	8/31	2:30	Heather Marth	Ehrlich
4	8/31	3:30	Pede Grubbs	Ehrlich
5		4:30	Mark Grubbs	Ehrlich
6	9/1	8:30	Marc Ungar	Chabot
7				
8	9/2	10:00	Tony Tomaccio	Chabot
9		11:00	Debbie Tomaccio	Chabot
10	9/2	1:00	Bruce Gould	Chabot
11		3:00	Stella Gould	Chabot
12	9/2	5:00	Sandy Riley	Chabot
13	9/6	9:00	Libby Hansen	Jorgensen/Kitchell
14		11:00	Steve Hansen	Kitchell
15	9/6	1:00	Paul Whitesides	Kitchell
16	9/7	9:00	Neysa Carnes	Lemke
17				
18	9/7	1:00	Fred Hornbecker	Lemke
19	9/7	3:00	Ron Kitchell	Lemke
20		5:00	Katie Kitchell	Lemke
21	9/8	8:30	Lucy Berliner	Lemke
22	9/8	1:00	Joyce Hernandez	Lemke
23				
24	9/8	3:00	Shannon Shaw	Lemke
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In the SUPERIOR Co. for KING County, State of Wash. No. 86 2 18175 8

FILED

KATHY LEE BUTLER, et ux.,
et al.,

AFFIDAVIT OF SERVICE OF

Aug 15 4 09 PM '88

DONALD LEE BARNETT, ET UX.,
et al.,

Plaintiff
SUPERIOR COURT CLERK
SEATTLE, WA

Defendant

SUBPOENA, WITNESS FEE CHECK;
DEPO: 8-17-88 @ 8:30 AM

Garnishee Defendant

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 8/13/88 at 1:15p M., at 2020 S. 360th #M-204, Federal Way, King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

Donna Coleman

by then and there personally delivering a true and correct copy thereof to and leaving same with

Donna Coleman

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

_____ TRIPS @ _____ MILES

Subscribed and Sworn to before me 8/15/88

C. Holmes krb

SERVICE ATTEMPTED AT:

[Signature]
[Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

Service Fees 6.00 Travel 47.00 Return Fee 5.00 Cert. Mail _____ Total \$ 58.00

113

RESIDENCE SERVICE

In the SUPERIOR Court for KING County, State of Wash. No. 86 2 18175 8

KATHY LEE BUTLER, et ux.,
et al.,

FILED

AFFIDAVIT OF SERVICE OF

DONALD LEE BARNETT, ET UX vs. Plaintiff
et al.,

CLERK
Defendant

SUBPOENA, WITNESS FEE CHECK;
DEPO: 8-19-88 @ 2:30 PM
DEPO: 8-19-88 @ 1:30 PM

Garnishee Defendant

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 8/13/88 at 12:30 p M., at 12445 5th Ave. S., Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

Tim Yokers

by then and there personally delivering a true and correct copy thereof to and leaving same with

Tim Yokers

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon

Salli Yokers

by then and there, at the residence and usual place of abode of said person(s), personally delivering a true and correct copy(ies) thereof to and leaving the same with

Tim Yokers, resident

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

 TRIPS @ MILES

Subscribed and Sworn to before me 8/15/88

C. Legge pdt

SERVICE ATTEMPTED AT:

[Handwritten Signature]
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

Service Fees 12.00 Travel 9.00 Return Fee 5.00 Cert. Mail Total \$ 26.00

[Handwritten mark] 114

In the SUPERIOR Court for KING County, State of Wash. No. 86 2 13176 8

KATHY LEE BUTLER, et ux.,
et al.,

FILED
AUG 15 4 10 PM '88

AFFIDAVIT OF SERVICE OF

DONALD LEE BARNETT, ET UX.,
et al.,

SUPERIOR COURT
SEATTLE, WA

Plaintiff

Defendant

Garnishee Defendant

SUBPOENA, WITNESS FEE CHECK;
DEPO: 8-18-88 @ 3:30 PM

State of Washington

County of King

} ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 8/13/88 at 7:40 P.M., at 5423 Beach Dr. SW, Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

Cora Oleson

by then and there personally delivering a true and correct copy thereof to and leaving same with

Cora Oleson

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

_____ TRIPS @ _____ MILES

Subscribed and Sworn to before me 8/15/88

SERVICE ATTEMPTED AT:

[Signature]
C. Legge pdt

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

Service Fees 6.00 Travel 8.00 Return Fee 5.00 Cert. Mail _____ Total \$ 19.00

115

FILED

AUG 25 11 45 AM '88

SUPERIOR COURT CLERK
SEATTLE, WA

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

KATHY LEE BUTLER, et ux.,)
et al.,)

Plaintiffs,)

v.)

DONALD LEE BARNETT, et ux.,)
et al.,)

Defendants.)

CONSOLIDATED/TRACT ONE
No. 86-2-18176-8

NOTICE OF DEPOSITIONS

SANDY EHRLICH, et. ux.,)
et. al.,)

Plaintiffs,)

v.)

RALPH ALSKOG, et. ux., et. al.,)

Defendants.)

MAUREEN P. JORGENSEN,)

Plaintiff,)

v.)

COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, et al.,)
Defendants.)

NOTICE OF DEPOSITION -1

116
PB
LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104 70
(206) 623-7560

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TO: ALL PARTIES AND THEIR COUNSEL

YOU ARE HEREBY NOTIFIED that the testimony of WILLIAM H. ELLIS, will be taken at the instance and request of Plaintiff Jorgeson in the above action on the 29th day of August, 1988 at the hour of 2:30 p.m., at the office of Preston, Thorgrimson, Ellis & Holman, 5400 Columbia Seafirst Center, 701 Fifth Avenue, Seattle, WA 98104-7011; subject to continuance or adjournment from time to time or place to place until completed and to be taken on the ground for and the reason that said witness will give evidence material to the establishment of Jorgensen's case.

DATED this 22nd day of August, 1988.

PRESTON, THORGRIMSON,
HOLMAN & ELLIS

By *Cari D. Shaffer*
SUSAN DELANTY JONES

By *Cari D. Shaffer*
CATHERINE D. SHAFFER

FILED

AUG 25 11 45 AM '88

SEATTLE, WA
SUPERIOR COURT CLERK
SEATTLE, WA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KATHY LEE BUTLER, et ux.,)
et al.,)

Plaintiffs,)

vs.)

DONALD LEE BARNETT, et ux.,)
et al.,)

Defendants.)

-----)
SANDY EHRLICH, et vir., et)
al.,)

Plaintiffs,)

vs.)

RALPH ALSKOG, et ux., et)
al.,)

Defendants.)

-----)
MAUREEN P. JORGENSEN,)

Plaintiff,)

vs.)

NO. 86-2-18176-8

SUBPOENA DUCES TECUM
RE: ORAL EXAMINATION OF
WILLIAM H. ELLIS

SUBPOENA DUCES TECUM

117
PB

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COMMUNITY CHAPEL AND BIBLE)
TRAINING CENTER, et al.)
)
Defendants.)
)
_____)

GREETINGS:

You are hereby commanded to be and appear at Preston, Thorgrimson, Ellis & Holman on the 29th day of August, 1988, commencing at the hour of 2:30 p.m., then and there to testify before a Notary Public or other officer authorized to take depositions, and give evidence in the above-entitled action, and there remain until discharged.

You are further commanded to bring with you all documents regarding Maureen Jorgensen and/or her financial transactions with Community College and Bible Training Center, including but not limited to, her gift or interest free loan to Community College and Bible Training Center.

HEREIN FAIL NOT AT YOUR PERIL

DATED this 22 day of August, 1988.

PRESTON, THORGRIMSON,
ELLIS & HOLMAN

By *Susan Delanty Jones*
Susan Delanty Jones
Attorney for Plaintiff

FILED

AFFIDAVIT OF SERVICE OF

KATHY LEE BUTLER, et ux., et al.,

vs. DONALD LEE BARNETT, et ux., et al., Plaintiff

SANDY EHRLICH, et vir., et al., Defendants.

RALPH ALSKOG, et ux., et al., Plaintiff, Defendant

vs. RALPH ALSKOG, et ux., et al., Defendant

SUBPOENA DUCES TECUM RE: ORAL EXAMINATION OF WILLIAM H. ELLIS; CONSOLIDATED/TRACT ONE NO. 86-2-18176-8 NOTICE OF DEPOSITIONS; DEPO: 8/29/88 @ 2:30 p.m.

State of Washington

County of King

ss.

The writ served was accompanied by four answer forms and three postage prepaid envelopes which were pre-addressed to the Clerk of the Court, to the Plaintiff or his attorney, and to the Defendant, and cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on 8/23/88 at 9:28a M., at 2110 Exchange Building, 2nd & Marion, Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

William H. Ellis

by then and there personally delivering a true and correct copy thereof to and leaving same with

william H. Ellis

That at the time and place set forth above affiant duly served the above described documents in the above-entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in the military service of the United States.

TRIPS @ MILES

Subscribed and Sworn to before me 8/23/88

Notary signatures: Birnie, Camens, Holmes

SERVICE ATTEMPTED AT:

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

Service Fees 12.00 Travel 6.00 Return Fee 5.00 Cert. Mail Total \$ 23.00

Handwritten numbers 118 and initials JB

RESIDENCE SERVICE

FILED

AUG 25 11 41 AM '88

CLERK OF SUPERIOR COURT
SEATTLE, WA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KATHY LEE BUTLER, et ux.,
et al.,

Plaintiffs,

vs.

DONALD LEE BARNETT, et ux.,
et al.,

Defendants.

SANDY EHRLICH, et vir., et
al.,

Plaintiffs,

vs.

RALPH ALSKOG, et ux., et
al.,

Defendants.

MAUREEN P. JORGENSEN,

Plaintiff,

vs.

NO. 86-2-18176-8

SUBPOENA DUCES TECUM
RE: ORAL EXAMINATION OF
CHARLES V. MOREN

SUBPOENA DUCES TECUM

- 1 -

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7500

119

1 COMMUNITY CHAPEL AND BIBLE)
 2 TRAINING CENTER, et al.)
 3 Defendants.)
 4 _____)

5 GREETINGS:

6 You are hereby commanded to appear at the office of
 7 Blackburn, Moren, Lageschulte & Cornell, P.S.,
 8 Roosevelt-Pinehurst Building, 11320 Roosevelt Way, N.E.,
 9 Seattle, Washington 98125, on Tuesday the 30th day of August,
 10 1988, commencing at the hour of 9:30 a.m., to give testimony,
 11 upon oral deposition in the above-entitled action, and to bring
 12 with you the following:

13 All documents regarding your representation of Maureen
 14 Jorgensen at any and all times.

15 HEREIN FAIL NOT AT YOUR PERIL

16 DATED this 23 day of August, 1988.

17 PRESTON, THORGRIMSON,
 18 ELLIS & HOLMAN

19 By Catherine D. Shaffer
 20 Catherine D. Shaffer
 21 Attorney for Plaintiff

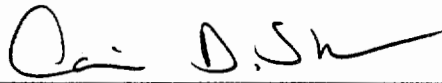
1 COMMUNITY CHAPEL AND BIBLE)
 2 TRAINING CENTER, et al.)
 3 Defendants.)
 4 _____)

5 TO: ALL PARTIES AND THEIR COUNSEL

6 YOU ARE HEREBY NOTIFIED that the testimony of CHARLES V.
 7 MOREN, will be taken at the instance and request of Plaintiff
 8 Jorgensen in the above action on Tuesday, the 30th day of
 9 August, 1988, at the hour of 9:30 a.m., at the office of
 10 Blackburn, Moren, Lageschulte & Cornell, P.S.,
 11 Roosevelt-Pinehurst Building, 11320 Roosevelt Way, N.E.,
 12 Seattle, Washington 98125; subject to continuance or adjourn-
 13 ment from time to time or place to place until completed and to
 14 be taken on the ground and for the reason that said witness
 15 will give evidence material to the establishment of Jorgensen's
 16 case.

17 DATED this 23rd day of August, 1988.

18 PRESTON, THORGRIMSON,
19 ELLIS & HOLMAN

20 By 
 21 Catherine D. Shaffer

In the Superior Court, for King County, State of Wash. No.

Kathy Lee Butler, et ux, et al,

Plaintiffs,

vs.

Donald Lee Barnett, et ux, et al,

Defendants Plaintiff

Sandy Ehrlich, et vir, et al,

Plaintiffs,

vs.

Ralph Alskog, et ux, et al,

Defendants.

Maureen P. Jorgensen,

Plaintiff Defendant

State of Washington
Community Chapel and Bible Training Center, et al,
County of King

Defendants.

AFFIDAVIT OF SERVICE OF
NOTICE of Deposition; SUBPOENA
Duces Tecum Re: Oral Examination
of Charles V. Moren, 08-30-88 @
9:30 a.m.

FILED

AUG 25 11 41 AM '88

SUPERIOR COURT CLERK
STATE OF WASH.

The writ service was accompanied by four answer forms and three
postage prepaid envelopes which were pre-addressed to the Clerk of the
Court, to the Plaintiff or his attorney, and to the Defendant, and
cash or check payable to the garnishee, to the amount of Ten Dollars.

A copy of the summons
served is attached hereto

The undersigned, being first duly sworn, on oath deposes and says: That he is now and at all times herein
mentioned was a citizen of the United States and resident of the State of Washington, over the age of eighteen years, not
a party to or interested in the above entitled action and competent to be a witness therein.

That on 8/24/88 at 9:44 a M., at 11320 Roosevelt Way NE, Seattle

King County, Washington, affiant duly served the above-described documents in the above-entitled matter upon

Charles V. Moren - Blackburn, Moren, Lageschulte & Cornell

by then and there personally delivering a true and correct copy thereof to and leaving same with

Charles V. Moren

That at the time and place set forth above affiant duly served the above described documents in the above-
entitled matter upon

by then and there, at the residence and usual place of abode of said person(s), personally delivering true and
correct copy(ies) thereof to and leaving the same with

being a person of suitable age and discretion then resident therein.

Affiant further states that he is informed and believes, and therefore alleges, that neither of said defendants is in
the military service of the United States.

TRIPS @ MILES

Subscribed and Sworn to before me 8/24/88

SERVICE ATTEMPTED AT:

G. Brastad pdt
Dorothy Holmes

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle

Service Fees 12.00 Travel 9.00 Return Fee 5.00 Cert. Mail Total \$ 26.00

RESIDENCE SERVICE

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FILED

AUG 26 2 58 PM '88

CLERK
SUPERIOR COURT CLERK
SEATTLE, WA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KATHY LEE BUTLER, et ux.,)
et al.,)

Plaintiffs,)

vs.)

DONALD LEE BARNETT, et ux.,)
et al.,)

Defendants.)

-----)
SANDY EHRLICH, et vir., et)
al.,)

Plaintiffs,)

vs.)

RALPH ALSKOG, et ux., et)
al.,)

Defendants.)

-----)
MAUREEN P. JORGENSEN,)

Plaintiff,)

vs.)

NO. 86-2-18176-8

SUBPOENA DUCES TECUM
RE: ORAL EXAMINATION OF
JACK A. HICKS

SUBPOENA DUCES TECUM

- 1 -

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7550

122
34

1 COMMUNITY CHAPEL AND BIBLE)
 2 TRAINING CENTER, et al.)
 3)
 4 Defendants.)
 _____)

5 GREETINGS:

6 You are hereby commanded to appear at the office of
 7 Preston, Thorgrimson, Ellis & Holman, 5400 Columbia Seafirst
 8 Center, 701 Fifth Avenue, Seattle, Washington 98104, on Friday
 9 the 2nd day of September, 1988, commencing at the hour of 9:30
 10 a.m., to give testimony, upon oral deposition in the
 11 above-entitled action, and to bring with you the following:

12 All documents concerning financial transactions between
 13 Maureen Jorgensen and the Community Chapel and Bible Training
 14 Center, including but not limited to:

15 1. All documents concerning the note dated December 1,
 16 1975, any negotiations regarding the note and any payments on
 17 the note; and

18 2. Any documents regarding requests by Maureen Jorgensen
 19 or anyone on her behalf for financial assistance after 1975,
 20 including but not limited to requests for help with medical
 21 expenses.

22 HEREIN FAIL NOT AT YOUR PERIL

23 DATED this 23 day of August, 1988.

24 PRESTON, THORGRIMSON,
25 ELLIS & HOLMAN

26 By Catherine D. Shaffer
 Catherine D. Shaffer
 Attorney for Plaintiff

SUBPOENA DUCES TECUM

FILED

AUG 26 2 57 PM '88

SUPERIOR COURT CLERK
SEATTLE, WA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KATHY LEE BUTLER, et ux.,)
et al.,)

Plaintiffs,)

vs.)

DONALD LEE BARNETT, et ux.,)
et al.,)

Defendants.)

-----)
SANDY EHRLICH, et vir., et)
al.,)

Plaintiffs,)

vs.)

RALPH ALSKOG, et ux., et)
al.,)

Defendants.)

-----)
MAUREEN P. JORGENSEN,)

Plaintiff,)

vs.)

NO. 86-2-18176-8

SUBPOENA DUCES TECUM
RE: ORAL EXAMINATION OF
CHARLES V. MOREN

SUBPOENA DUCES TECUM

LAW OFFICES OF
PRESTON, THORGRIMSON, ELLIS & HOLMAN
5400 COLUMBIA SEAFIRST CENTER
701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104-7011
(206) 623-7560