

**THE STATE OF NEW HAMPSHIRE  
Southern District of Hillsborough County**

30 Spring Street  
Nashua, NH 03060  
603 883-6461

**ORDER OF NOTICE**

Tinker Road Development, LLC v. Dodge Financial Inc., Trustee  
Jessica Manoukian Dodge Financial, Inc., Trustee  
Dodge Financial, Inc, Trustee  
Great Project Development, Inc.  
Keys Mortgage Pool, LLC  
Donald Wilkens  
Lois Wilkens

NO. 09-E-0356

RETURN DAY: 02/01/2010

You have been sued and named as a party in a case filed with the Southern District of Hillsborough County. Attached is a copy of the pleading which began this case.

Tinker Road Development, LLC, Jessica Manoukian shall notify each Defendant of the above action by serving the defendant(s) by January 15, 2010 with a copy of the pleading initiating the case, orders that the Court has already issued, and this Order in a manner allowed by law. Plaintiff shall file with the Clerk verification of the service process by February 01, 2010.

**IMPORTANT NOTICE TO Dodge Financial Inc., Trustee, Dodge Financial, Inc., Trustee, Dodge Financial, Inc, Trustee, Great Project Development, Inc., Keys Mortgage Pool, LLC, Donald Wilkens, Lois Wilkens:**

You must file a written appearance form with the Clerk on or before February 01, 2010. You must also file by March 03, 2010 a plea, answer or demurrer. Send a copy of the appearance form and any other documents filed with the court to the attorney for the party filing the pleading or to the party if there is no attorney. The name and address of the attorney or the party filing the pleading is contained in the pleading. If you do not comply with these requirements you will be considered in default, you will not have an opportunity to dispute the claim(s) and the court may issue orders in this matter which may affect you without your input.

BY ORDER OF THE SUPERIOR COURT

*Marshall A. Buttrick*

11/20/2009

Marshall A. Buttrick  
Clerk of Court

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY  
SOUTHERN DISTRICT

SUPERIOR COURT

TINKER ROAD DEVELOPMENT, LLC  
and  
JESSICA MANOUKIAN

V.

DODGE FINANCIAL, INC., TRUSTEE  
OF THE 693JT 2009 REALTY TRUST,

DODGE FINANCIAL, INC., TRUSTEE  
OF THE 695JT 2009 REALTY TRUST,

DODGE FINANCIAL, INC., TRUSTEE  
OF THE 701AD 2009 REALTY TRUST,

DODGE FINANCIAL, INC., TRUSTEE  
OF THE 707JT 2009 REALTY TRUST,

DODGE FINANCIAL, INC., TRUSTEE  
OF THE MRF 2009 REALTY TRUST,

GREATLAND PROJECT DEVELOPMENT, INC.,

KEYS MORTGAGE POOL, LLC,

and

DONALD WILKENS and LOIS WILKENS

PETITION FOR DECLARATORY JUDGMENT

NOW COME Tinker Road Development, LLC and Jessica Manoukian, by and through  
their attorneys, Prunier & Prolman, P.A., and in accordance with NH RSA 491:22, respectfully

petition the court to (1) declare eleven certain promissory notes, mortgages, and related loan documents to be null and void; (2) rescind said promissory notes, mortgages, and related loan documents; and (3) quiet title by ordering the discharge and release of eleven mortgages and collateral assignments of rents and leases. In support, Petitioner states:

A. Parties

1. Tinker Road Development, LLC ("TRD") is a New Hampshire limited liability company with an address of 253 Main Street, Nashua, New Hampshire 03060. TRD owns the real estate described in this action located on Tinker Road, Nashua.
2. Jessica Manoukian resides at 6 Powers Road, Hollis, New Hampshire 03049. Ms. Manoukian signed the eleven promissory notes, mortgages, and related loan documents individually and in her capacity as Managing Member of TRD.
3. Dodge Financial, Inc. ("Dodge") is a New Hampshire corporation with an address of 15 Northview Drive, Meredith, New Hampshire 03253. With respect to this action, Dodge acted as a Trustee for the five respondent realty trusts:  
  
Dodge Financial, Inc., Trustee of the 693JT 2009 Realty Trust  
Dodge Financial, Inc., Trustee of the 695JT 2009 Realty Trust  
Dodge Financial, Inc., Trustee of the 701AD 2009 Realty Trust  
Dodge Financial, Inc., Trustee of the 707JT 2009 Realty Trust  
Dodge Financial, Inc., Trustee of the MRF 2009 Realty Trust
4. Greatland Project Development, Inc., ("Greatland") is a New Hampshire corporation with an address of 15 Northview Drive, Meredith, New Hampshire 03253.
5. Keys Mortgage Pool, LLC ("Keys") is a Florida limited liability company with an address of P.O. Box 5777, 28 Amaryllis Drive, Key West, Florida 33040.

6. Donald Wilkens and Lois Wilkens ("Wilkens") reside at 8433 Fingerboard Road, Frederick, Maryland 21704-7618.

B. Venue

7. Petitioners business and residence are in Nashua and Hollis respectively, within this court's jurisdiction. The real estate subject to the mortgages at issue is in Nashua.

C. Jurisdiction

8. Petitioners business and residence are in Nashua and Hollis respectively, within this court's jurisdiction.

9. Respondents Dodge and Greatland are New Hampshire corporations, subject to the court's jurisdiction.

10. Respondents Keys and Wilkens are subject to this court's jurisdiction in accordance with NH RSA 510:4 because, upon information and belief, they transacted business within the state.

D. Factual Background

11. By way of overview, Respondents invested money with Financial Resources Mortgage, Inc. ("FRM"), a New Hampshire corporation with an address of 15 Northview Drive, Meredith, New Hampshire 03253. Respondents would send their funds to FRM's loan servicing company, CL&M, Inc. ("CL&M"), a New Hampshire corporation, also located at 15 Northview Drive, Meredith, New Hampshire 03253. FRM promised Respondents that they would receive a promissory note, mortgage, and other collateral from TRD. FRM in turn promised funding to TRD for development of its subdivision project. TRD relied upon

FRM, CL&M, and their counsel, and executed promissory notes, recorded mortgages and collateral assignments of rents. FRM, CL&M shut down their businesses and TRD never got the money<sup>1</sup>. TRD now seeks the court's assistance to rescind the notes and mortgages, and declare the transactions null and void.

12. TRD owns and intends to develop the first phase of "Kempton Heights," a 20 lot residential subdivision located on Tinker Road, Nashua. FRM structured a \$3,230,000 loan package for TRD which was intended to fund project costs of road and infrastructure work, and to build five houses.

13. Based upon the representations of FRM, CL&M, and their counsel, TRD executed 11 loan packages including but not limited to settlement statements, promissory notes, mortgages, collateral assignments of leases and rents, commercial loan agreements, etc. – typical construction loan documents. Each loan represented a portion of the \$3,230,000, and each loan was granted a first mortgage on a given lot in Phase 1 of the Kempton Heights project (one loan was broken up into two loans – having a first and second mortgage).

14. Specifically, the eleven loans were secured by the following recorded documents at the Hillsborough County Registry of Deeds. All referenced documents were recorded on October 30, 2009.

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<sup>1</sup>As discussed below, TRD only received \$125,000 out of the \$3,230,000 intended to be funded by the subject loans.

<u>Kempton Heights Lot No.</u>	<u>Document</u>	<u>HCRD Book/Page</u>	<u>Respondent/ Mortgagee/Assignee</u>	<u>Amount</u>
21	Mortgage Collateral Assignment of Rents and Leases	8148/1255 8148/1266	Wilkens	\$96,500
692	Mortgage CAR&L	8148/1272 8148/1283	Keys Mortgage	\$96,500
693	Mortgage CAR&L	8148/1306 8148/1317	Dodge/Trustee 693JT 2009 Realty Trust	\$550,000
694	Mortgage CAR&L	8148/1340 8148/1351	Keys Mortgage	\$96,500
695	Mortgage CAR&L	8148/1289 8148/1300	Dodge/Trustee 695JT 2009 Realty Trust	\$550,000
701	Mortgage CAR&L	8148/1323 8148/1334	Dodge/Trustee 701AD 2009 Realty Trust	\$84,000
701	Second Mortgage (Recorded 11/02/09)	8149/85	Dodge/Trustee MRF 2009 Realty Trust	\$12,500
707	Mortgage CAR&L	8148/1204 8148/1215	Dodge/Trustee 707JT 2009 Realty Trust	\$550,000
708	Mortgage CAR&L	8148/1357 8148/1368	Greatland	\$550,000
709	Mortgage CAR&L	8148/1221 8148/1232	Greatland	\$95,000

710	Mortgage CAR&L	8148/1238 8148/1249	Greatland	\$550,000
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15. Upon information and belief, Respondents may have funded their respective investments by sending their money to FRM's servicing company CL&M.
16. FRM, through CL&M, only funded \$125,000 out of the \$3,230,000 loan package for TRD.
17. The \$125,000 released by CL&M paid for TRD's closing costs related to its acquisition and permitting of the property.
18. FRM and CL&M abruptly closed their businesses on or about Friday, November 6, 2009.
19. The promissory notes call for interest only payments to begin December 1, 2009.
20. The encumbrances (the mortgages and collateral assignments) effectively prevent TRD from obtaining alternate funding for the Kempton Heights project.
21. FRM and CL&M did not disclose which of the eleven loans funded the \$125,000 paid for TRD's closing costs, or if it was some combination of the loans. As FRM and CL&M are out of business, TRD now has no way to determine which loan(s) funded its closing costs. Further, TRD damages due to unexpected delay, carrying costs, refinancing, approvals, etc., more than offset the \$125,000 paid.
22. The eleven loans referenced above are invalid for failure of consideration.

23. TRD respectfully submits it has no adequate alternate remedy with respect to the eleven loans other than to seek the relief requested in this action.

24. This action will prevent further litigation between the parties so as to prevent Respondents taking action on unfunded notes and mortgages.

E. Declaratory Ruling

25. Petitioners incorporate and reallege paragraphs 1 - 24 here.

26. In accordance with RSA 491:22, Petitioners request the court declare that the eleven promissory notes, mortgages, and other loan documents are invalid, null and void, as against TRD as maker or grantor, and as against Jessica Manoukian individually.

F. Rescision

27. Petitioners incorporates and realleges paragraphs 1 - 24 here.

28. Petitioners request the court rescind the eleven promissory notes, mortgages, and related loan documents.

G. Quiet Title

29. Petitioners incorporates and realleges paragraphs 1 - 24 here.

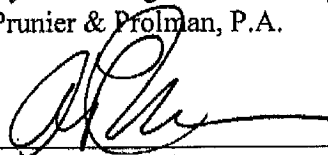
30. Petitioners request the court order Respondents to discharge and release the eleven mortgages and collateral assignment of rents and leases, or, in the alternative, issue a recordable order discharging and releasing said encumbrances.

WHEREFORE, Petitioners respectfully request that this court:

A. Issue Orders of Notice for service of this Petition on Respondents;

- B. Grant the following relief:
1. Declare that the eleven promissory notes, mortgages, and other loan documents are invalid, null and void, as against TRD as maker or grantor, and as against Jessica Manoukian individually;
  2. Petitioners request the court rescind the eleven promissory notes, mortgages, and related loan documents.
  3. Order Respondents to discharge and release the eleven mortgages and collateral assignment of rents and leases, or, in the alternative, issue a recordable order discharging and releasing said encumbrances;
- C. Grant Petitioners their costs and attorneys fees; and
- D. Grant such other relief that this court deems equitable and just.

Respectfully submitted,  
Tinker Road Development, LLC,  
Jessica Manoukian,  
By and through their attorneys  
Prunier & Prolman, P.A.



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November 19, 2009