

Fill in this information to identify the case:Debtor 1 ELIZABETH ANN NAYLORDebtor 2 RONALD STEPHEN OWENS
(Spouse, if filing)

United States Bankruptcy Court for the: District of Arizona

Case number 2:25-bk-07596-PS**Official Form 410****Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim**1. Who is the current creditor?**Dale W. Gunn and Mark Naylor jointly

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?☒ No☐ Yes. From whom? _____**3. Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?Alan A. Meda, Burch & Cracchiolo, P.A.

Name

1850 N. Central Ave., Suite 1700

Number Street

PhoenixAZ85004

City

State

ZIP Code

Contact phone 602-234-8797Contact email ameda@bcattorneys.com**Where should payments to the creditor be sent? (if different)**

Name

Number Street

City

State

ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier (if you use one):
_____**4. Does this claim amend one already filed?**☒ No☐ Yes. Claim number on court claims registry (if known) _____Filed on _____
MM / DD / YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☒ No☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>136,703.00</u> . Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>loans, cash advances and entitlement to proceeds</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/23/2025
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Alan A. Meda

First name

Middle name

Last name

Title Attorney

Company Burch & Cracchiolo PA

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1850 N. Central Ave., Suite 1700

Number Street

Phoenix

AZ

85004

City

State

ZIP Code

Contact phone 602-234-8797

Email ameda@bcattorneys.com

2. Trust / Estate Settlement

Sale of Running Water house	\$320,000	Net	\$316,000
Estate Sale			\$ 3,430
Net			\$319,340

M. Naylor / D. Gunn Advances to Estate (as of 7/5/2023)	- \$ 92,581
Less 5% to Mark Naylor & Dale Gunn per Will	- <u>\$ 28,640</u>
	\$198,119

As a 50% beneficiary, Elizabeth Owen's obligations to MN & DG,

As set forth in the provisions of the Settlement Agreement and reaffirmed in the Side Agreement

50% of cash advances to the Trust	\$ 46,290
50% of E.W.N. Will/Directive to MN & DG	\$ 14,320
Schwab reconciliation	\$ 2,200
EO Promissory Notes to MN & DG	\$ 65,000
Interest & fees (as of 9/10/2025)	<u>\$ 8,893</u>
TOTAL	\$ 136,703

1. Estate / Will / Trust Reconciliation

The estate of Elizabeth Williams Naylor consisted of her home, personal property in the home, a Schwab account, and a Raymond James investment account. (See Exhibit A; Settlement Agreement) Total: \$572,794.73

Her will stipulated that the Trustees (Mark Naylor [MN] & Dale Gunn [DG]) receive 5% of the estate. \$ 28,640.

The house was sold on March 30, 2023, for \$320,000; net \$316,000.

The estate sale netted \$3430. Most of the art and antiques were distributed to MN or placed in storage for Elizabeth Naylor Owens (EO).

Settlement Agreement

ACKNOWLEDGMENT AND APPROVAL OF ACCOUNTING,
APPROVAL OF ADMINISTRATION, AND RELEASE OF FIDUCIARIES

Item # 6. Schwab Account

EO withdrew all of the \$4400 in the account without asking MN. This item references redistributing 50% (\$2200) back to MN

Item # 7. Indebtedness Pending Sale of Residence

Acknowledging the amount of cash advanced to the 2011 Trust by DG in Exhibit C. Also references that additional advances may be incurred before the sale of the residence.

Item # 8. Personal Loans to Jan (Jan Black Owens, aka Elizabeth Ann Owens, aka Elizabeth Naylor)

Acknowledges personal loans to EO in the sum of \$45,000 at the time of the Agreement. An additional \$20,00 in loans made after the Settlement Agreement.

3.

PROMISSORY NOTES

(as of 9/10/2025)

<u>DATE OF LOAN</u>	<u>AMOUNT</u>	<u>4% INTEREST BEGINS</u>	<u>No. Days</u>	<u>INTEREST DUE</u>
10/7/2021	\$12,000	10/11/2021	1431	\$ 1882.00
12/15/2021	\$13,000	2/1/2022	1318	\$ 1877.00
1/18/2022	\$20,000	2/1/2022	1318	\$ 2888.00
7/1/2022	\$10,000	8/1/2022	1137	\$ 1248.00
2/22/2023	<u>\$10,000</u>	8/1/2023	772	<u>\$ 848.00</u>
				<u>\$ 8743.00</u>
Each wire transfer = \$30 x 5 = \$150				<u>+ \$ 150</u>
TOTAL				\$ 8893.00

Individual Notes plus wire transfer bank statements for each loan included.
Emails from EO to MN or DG referencing each note also included

IN RE NAYLOR ESTATE AND TRUST:

**THE ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated May 24, 2011
And,
In the Matter of the Estate of
ELIZABETH WILLIAMS NAYLOR, Deceased.
Administered under
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT
No. D-202-PB-2011-00653
The Honorable C. Shannon Bacon
Division XXIII**

NON-JUDICIAL SETTLEMENT AGREEMENT

**ACKNOWLEDGMENT AND APPROVAL OF ACCOUNTING,
APPROVAL OF ADMINISTRATION
AND RELEASE OF FIDUCIARIES**

EFFECTIVE APRIL 15, 2022

BACKGROUND

1. On May 24, 2011, ELIZABETH WILLIAMS NAYLOR, in her capacity as Grantor, executed and delivered that certain ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 (the "2011 TRUST" herein).
2. GUY MARKLEY NAYLOR and DALE W. GUNN, MD, have served as Co-Trustees of the 2011 TRUST from its inception.
3. ELIZABETH WILLIAMS NAYLOR died November 24, 2011.
4. Prior to her death, ELIZABETH WILLIAMS NAYLOR executed a Special Warrant Deed and caused the same to be recorded in the Office of the County Clerk, Bernalillo County,

New Mexico on June 10, 2011. By said Special Warranty Deed, title to the primary residence of ELIZABETH WILLIAMS NAYLOR was transferred into the 2011 TRUST.

5. Prior to her death, ELIZABETH WILLIAMS NAYLOR executed a Bill of Sale by which ownership of her tangible personal property was transferred into the 2011 TRUST.
6. Shortly after the death of ELIZABETH WILLIAMS NAYLOR, GUY MARKLEY NAYLOR caused her Will to be filed for probate administration in the STATE OF NEW MEXICO COUNTY OF BERNALILLO SECOND JUDICIAL DISTRICT COURT Case No. D-202-PB-2011-00653. By Court Order entered December 16, 2011, GUY MARKLEY NAYLOR was duly appointed Personal Representative of the Estate of ELIZABETH WILLIAMS NAYLOR (the "ESTATE" herein).
7. GUY MARKLEY NAYLOR, in his capacity as Personal Representative of the ESTATE, and GUY MARKLEY NAYLOR and DALE W. GUNN, MD, and each of them, in their capacities as Co-Trustees of the 2011 TRUST, are hereinafter collectively referred to as the "FIDUCIARIES."
8. The beneficiary of the ESTATE is the 2011 TRUST.
9. The beneficiaries of the 2011 TRUST are GUY MARKLEY NAYLOR (sometimes referred to herein as "MARK") and ELIZABETH ANN NAYLOR OWENS (a/k/a) JAN BLACK OWENS (sometimes referred to herein as "JAN"), with each to receive 50% of the total held in the 2011 TRUST, adjusted for any unintended interim distributions, advances or loans.

**ACKNOWLEDGMENT AND APPROVAL OF
ACCOUNTING, APPROVAL OF ADMINISTRATION,
AND RELEASE OF FIDUCIARIES**

1. APPLICABLE LAW.

This Non-Judicial Settlement Agreement is prepared and submitted by the Co-Trustees of the 2011 TRUST pursuant to the New Mexico Uniform Trust Code, NMSA 1978 Comp., Section 46A-1-111 (2003) which provides as follows:

46A-1-111. Non-judicial settlement agreements.

A. For purposes of this section, "interested persons" means persons whose consent would be required in order to achieve a binding settlement were the settlement to be approved by the court.

B. Except as otherwise provided in Subsection C of this section, interested persons may enter into a binding non-judicial settlement agreement with respect to any matter involving a trust.

C. A non-judicial settlement agreement is valid only to the extent it does not violate a material purpose of the trust and includes terms and conditions that could be properly approved by the court under the Uniform Trust Code [46A-1-101 to 46A-11-1104 NMSA 1978] or other applicable law.

D. Matters that may be resolved by a non-judicial settlement agreement include:

- (1) the interpretation or construction of the terms of the trust;*
- (2) the approval of a trustee's report or accounting;*
- (3) direction to a trustee to refrain from performing a particular act or the grant to a trustee of any necessary or desirable power;*
- (4) the resignation or appointment of a trustee and the determination of a trustee's compensation;*
- (5) transfer of a trust's principal place of administration; and*
- (6) liability of a trustee for an action relating to the trust.*

E. Any interested person may request the court to approve a non-judicial settlement agreement to determine whether the representation as provided in Article 3 [46A-3-301 to 46A-3-305 NMSA 1978] of the Uniform Trust Code was adequate and to determine whether the agreement contains terms and conditions the court could have properly approved.

Further, the Co-Trustees present this Non-Judicial Settlement Agreement as a proposal for distribution governed by the New Mexico Uniform Trust Code NMSA 1978 Comp., Section 46A-8-817 (2003) the entire provisions of which are:

46A-8-817. Distribution upon termination.

A. Upon termination or partial termination of a trust, the trustee may send to the beneficiaries a proposal for distribution. The right of any beneficiary to object to the proposed distribution terminates if the beneficiary does not notify the trustee of an objection within thirty days after the proposal was sent, but only if the proposal informed the beneficiary of the right to object and of the time allowed for objection.

B. Upon the occurrence of an event terminating or partially terminating a trust, the trustee shall proceed expeditiously to distribute the trust property to the persons entitled to it, subject to the right of the trustee to retain a reasonable reserve for the payment of debts, expenses and taxes.

C. A release by a beneficiary of a trustee from liability for breach of trust is invalid to the extent:

- (1) it was induced by improper conduct of the trustee; or*
- (2) the beneficiary, at the time of the release, did not know of the beneficiary's rights or of the material facts relating to the breach.*

2. PARTIES.

The parties ("Parties") to this Non-Judicial Settlement Agreement, each of whom is an "interested party" as stated in NMSA 1978 §46A-1-111 (A), and each of whose signatures appear below are:

Parties of the first part:

- A. GUY MARKLEY NAYLOR in his capacity as Personal Representative of the Estate of ELIZABETH WILLIAMS NAYLOR, one of the FIDUCIARIES;
- B. GUY MARKLEY NAYLOR in his capacity as a Co-Trustee of the 2011 TRUST, one of the FIDUCIARIES;
- C. DALE W. GUNN, MD (sometimes referred to as "DALE"), in his capacity as a Co-Trustee of the 2011 TRUST, one of the FIDUCIARIES;

Parties of the second part:

- D. DALE W. GUNN, MD as a creditor of the 2011 TRUST;
- E. GUY MARKLEY NAYLOR in his capacity as a Beneficiary under the 2011 TRUST; and,
- F. ELIZABETH ANN OWENS (sometimes referred to as "JAN") in her capacity as a Beneficiary under the 2011 TRUST.

3. ACKNOWLEDGEMENT OF BACKGROUND.

Each of the Parties acknowledge the foregoing factual background in support of this Non-Judicial Settlement Agreement, and states that to the best of his, her or its current actual knowledge, the statements set forth in the foregoing background are complete, true and correct.

4. WAIVER OF LIFETIME ACCOUNT.

The Parties, and each of them, hereby waive any accounting of the 2011 TRUST at all times prior the termination of same upon the death of ELIZABETH WILLIAMS NAYLOR on November 24, 2011, at which time the 2011 TRUST terminated and is in the process of winding up.

5. APPROVAL OF STATEMENT OF ACCOUNTING AND SCHEDULE OF DISTRIBUTION.

Attached hereto and incorporated herein by this reference as though set forth in full are the following Exhibits comprising the Statement of Accounting for ESTATE and the 2011 TRUST and the Schedule of Distribution of all assets from the 2011 TRUST:

- A. EXHIBIT A, reflecting the assets from the ESTATE that have been transferred into the 2011 TRUST as part of the administration of the ESTATE, and all assets held in the name of the 2011 TRUST as of the date on which ELIZABETH WILLIAMS NAYLOR died, November 24, 2011. Also reflected are the sources and uses of funds with which all expenses of last illness, funeral, burial, residence maintenance, property taxes, insurance and other expenses have been paid (See Section C of Exhibit A).
- B. EXHIBIT B, reflecting the Schedule of Distribution from the 2011 TRUST, including the Special Allocations required.

Each of the undersigned hereby acknowledges that he, she or it has reviewed each of the attached Exhibits, agrees that said Exhibits show an accounting of all transactions involving the assets of ESTATE and the 2011 TRUST, and that said Exhibits are accepted as a complete and full summary accounting of all transactions within the ESTATE and the 2011 TRUST. Each party approves said accounting and distribution.

6. SCHWAB ACCOUNT – INTERIM DISTRIBUTION.

The Parties agree that the Trust Estate includes the sum of \$4,400.00, held in an account at Charles Schwab & Co., at the time of the death of ELIZABETH WILLIAMS NAYLOR, and that the entire sum was unintentionally distributed to JAN. To equalize the net distribution from the 2011 TRUST, the sum of \$2,200.00 shall be withheld from the net amount of proceeds from the sale of the Residence that would otherwise be distributed to JAN and shall instead be added to the sum being distributed to MARK.

7. INDEBTEDNESS PENDING SALE OF RESIDENCE.

The Parties, and each of them agree and acknowledge that certain amounts of cash have been advanced to the 2011 TRUST by DALE as reflected on EXHIBIT C, attached. Said sum, with any additional advances not yet reflected in EXHIBIT C but reasonably incurred pending the sale of the Residence held by the 2011 TRUST shall be repaid to DALE, before further distributions are made. This indebtedness owed to DALE arises from his keeping the Trust's Residence properly maintained including insurance and taxes, and to manage the payment of other debts of the 2011 TRUST incurred in the administration of same. The Parties anticipate the continuation of these needs unto the actual sale of the Residence.

8. PERSONAL LOANS TO JAN.

The Parties, and each of them agree and acknowledge that funds have been advanced or loaned by one or more of the FIDUCIARIES, personally, to JAN. The sum of said loans is \$45,000.00, plus accrued but unpaid interest thereon, and is due on a continuing basis. In the event said loans are not paid by the time of sale of the Residence, the sum due thereunder shall be repaid in accordance with the terms of certain promissory notes from proceeds from the sale of the Residence reflected in EXHIBIT B to which JAN would be entitled as a beneficiary after deducting all amounts of indebtedness referred to in Section 6,

above, have been paid and after other necessary adjustments have been made. True and correct copies of the Promissory Notes evidencing said advances or loans are attached as EXHIBIT D and are incorporated herein by this reference. For clarity of the intent and purpose of Section 6 and this Section 8, the following illustration is given:

EXAMPLE: FOR ILLUSTRATION ONLY – SOME ESTIMATES APPLIED.

NET PROCEEDS (ESTIMATED) RECEIVED FROM THE SALE OF RESIDENCE HELD IN THE 2011 TRUST	\$ 400,000.00		
LESS: Estimated amount of indebtedness owed by the 2011 TRUST to DALE W. GUNN, MD.	\$ (85,000.00)		
LESS: Specific Distribution of 5% of Naylor Trust Estate, pursuant to Section 6.1 of the 2011 TRUST, to Guy Marley Naylor and Dale W. Gunn, MD.	\$ (28,639.74)		
Balance remaining:	\$ 286,360.26		
		TO: Guy Marley Naylor	TO: Elizabeth Ann Owens
DIVISION OF BALANCE BETWEEN BENEFICIARIES	\$ 143,180.13	\$	143,180.13
Amount owed under Promissory Notes (plus accrued interest)- payable to the Holders of Same (Mark and Dale).	\$ 45,000.00	\$	(45,000.00)
ADJUSTMENT: One-half of \$4,400.00 balance held in Schwab Account distributed entirely to Jan.	\$ 2,200.00	\$	(2,200.00)
ALLOCATION OF DISTRIBUTION	\$ 190,380.13	\$	95,980.13

9. APPROVAL AND RELEASE OF FIDUCIARIES.

The Parties and each of them hereby approve the Personal Representative's and the Co-Trustees' Statement of Accounting and Schedule of Distribution reflected on the attached EXHIBITS A and B and their administration of the ESTATE and the 2011 TRUST at all

times relevant to this Non-Judicial Settlement Agreement without the delay, formality and expense of a full court accounting requiring one or more hearings in Bernalillo County, New Mexico. The Personal Representative and the Co-Trustees, are willing to forego the protection provided by a formal accounting upon receipt of a proper approval of administration, waiver of account, and release, all of which is the purpose of this Non-Judicial Settlement Agreement.

Therefore, each of the undersigned Parties hereby:

- A. Waives the preparation, audit, and confirmation of a further detailed account by any court.
- B. Approves the Statement of Accounting attached as EXHIBIT A.
- C. Approves the administration of the ESTATE and the 2011 TRUST.
- D. Approves the payment of indebtedness and the special allocation of cash from the proceeds of the sale of the Residence held in the 2011 TRUST as more fully set forth in Section 6 and Section 8, above.
- E. Approves special allocations and distributions reflected on the Schedule of Distribution set forth on EXHIBIT B, attached.
- F. Releases and discharges the Personal Representative and the Co-Trustees, their officers, employees, counsel, accountants, and agents, in their respective individual and fiduciary capacities, from all claims arising out of the administration of the ESTATE and the 2011 TRUST to the same effect as if a detailed account had been prepared and finally confirmed by adjudication of a court of competent jurisdiction.
- G. Acknowledges that each Party has been given the opportunity, and has actually received such information regarding the administration of the ESTATE and the 2011 TRUST as he, she or it wishes in order become familiar with the transactions of each of them.
- H. Acknowledges that he, she or it has had the opportunity to consult with a legal advisor or other advisor concerning this Non-Judicial Settlement Agreement and has made such consultation as he, she or it desires or has declined to make such consultation.
- I. The Beneficiaries identified above and whose signatures appear below hereby jointly and severally release and hold harmless the Personal Representative of the ESTATE and the Co-Trustees of the 2011 TRUST, together with their officers, employees, counsel, accountants and other agents from and against any liability (including costs and counsel fees) that might result from the administration and ultimate distribution of the ESTATE and the 2011 TRUST.

Each of the undersigned Parties further:

- J.** Represents and warrants that he, she or it has had the opportunity to review documents related to the administration of the ESTATE and the 2011 trust, has read and understands the 2011 TRUST, and has read and understands this Non-Judicial Settlement Agreement and based on his, her or its understanding is satisfied that he, she or it has sufficient information to enter into this Non-Judicial Settlement Agreement.
- K.** Represents and warrants that he, she or it has read and understands this Non-Judicial Settlement Agreement and that the facts set forth above are true and correct to the best of his, her or its current actual knowledge, information and belief.
- L.** Agrees that the provisions of this Non-Judicial Settlement Agreement could properly be approved by a court having jurisdiction over the matter under the New Mexico Uniform Trust Code or other applicable law.
- M.** Agrees that if any provision of this Non-Judicial Settlement Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- N.** Agrees that this Non-Judicial Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to any conflicts of law principles.
- O.** Affirms and warrants that in the case where an individual is signing for a corporate or other business entity, he or she is duly authorized to act on behalf of the corporation, LLC or other business entity appearing immediately before his or her signature.
- P.** Agrees that (i) this Non-Judicial Settlement Agreement may be executed in counterparts, (ii) a facsimile or electronic copy of a signature to this Non-Judicial Settlement Agreement shall be considered an original, and (iii) this Non-Judicial Settlement Agreement shall become effective and binding upon each of the undersigned effective May 15, 2022.

IN WITNESS WHEREOF, the Parties execute and deliver this Non-Judicial Settlement Agreement effective as of the date set forth above.

[Signature Pages Follow.]



GUY MARKLEY NAYLOR
Personal Representative of
the Estate of Elizabeth Williams Naylor
P.O. Box 31938
Santa Fe, NM 87594-1938
Telephone: (505) 400-4282

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
GUY MARKLEY NAYLOR, Personal Representative of the Estate of ELIZABETH WILLIAMS
NAYLOR, deceased.

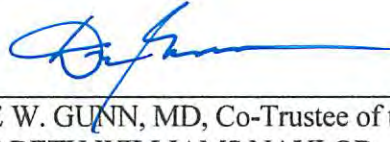

NOTARY PUBLIC

My Commission Expires:
7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024



GUY MARKLEY NAYLOR, Co-Trustee of
the ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011



DALE W. GUNN, MD, Co-Trustee of the
ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
GUY MARKLEY NAYLOR and DALE W. GUNN, M.D., Co-Trustees of the ELIZABETH
WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011.



NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024



DALE W. GUNN, MD,
Creditor

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
DALE W. GUNN, M.D., Creditor.



NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024



GUY MARKLEY NAYLOR
Beneficiary
P.O. Box 31938
Santa Fe, NM 87594-1938
Telephone: (505) 400-4282

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
GUY MARKLEY NAYLOR, Beneficiary.


NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024

Elizabeth Ann Naylor Owens

Jan Black Owens

ELIZABETH ANN NAYLOR OWENS
(AKA JAN BLACK OWENS)

Beneficiary

11440 North 69th Street

Scottsdale, AZ 85254

Telephone: _____

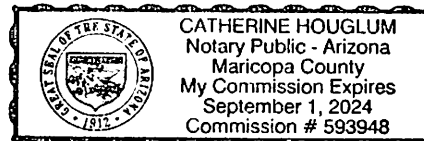
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on 22 June 2022 by
ELIZABETH ANN NAYLOR OWENS (AKA JAN BLACK OWENS), Beneficiary.

Catherine Houglum
NOTARY PUBLIC

My Commission Expires:

9/1/24



AUTHORIZED ATTACHMENTS;

EXHIBIT A – Statement of Accounting

EXHIBIT B - Schedule of Distribution

EXHIBIT C – Indebtedness owed to Dale W. Gunn, MD

EXHIBIT D – Promissory notes from Elizabeth Ann Owens

EXHIBIT A
STATEMENT OF FINAL ACCOUNTING

GUY MARKLEY NAYLOR, Personal Representative of the Estate of Elizabeth Williams Naylor, Deceased (the "ESTATE"), and GUY MARKLEY NAYLOR and DALE W. GUNN, MD, Co-Trustees of the ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 (the "2011 TRUST") now set forth the following summary of receipts and disbursements from the date of death of Elizabeth William Naylor to the date hereof as follows:

A. VALUE OF ESTATE ON DATE OF DEATH:

<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
1	Raymond James – Account No. 52670731	\$250,169.73
2	Lucy Horton Green portrait	\$750.00
3	Dr. Joel Green portrait	\$650.00
4	Stephen Gore Brown portrait	\$1,200.00
5	Hannah Brown portrait	\$950.00
6	Mother with son in red dress portrait	\$2,500.00
7	Lady/gauze shawl portrait	\$400.00
8	B.W. Seaward, Esq. portrait	\$1,800.00
9	Young girl with King Charles spaniel portrait	\$2,500.00
10	Mrs. Joseph Emersom portrait	\$400.00
11	Mr. Joseph Emersom portrait	\$350.00
12	Roses with clear glass vase still life	\$250.00
13	Peaches/plums still life	\$750.00
14	Clipper ship sweepstakes lithograph	\$500.00
15	Two (2) landscapes	\$250.00

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<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
16	Goat herding landscape	\$250.00
17	Rooster with hens landscape	\$300.00
	<u>LIVING ROOM</u>	
18	Grandfather clock (circa 1800)	\$10,000.00
19	Two (2) upholstered arm chair recliners	\$150.00
20	Pine and maple tavern table with drawer	\$1,200.00
21	Blue and white Chinese 19c lamp	\$125.00
22	Maple bracket base 19c chest (5 drawer)	\$950.00
23	Tiger maple 2 drawer night stand	\$650.00
24	Painted deacons bench c1850	\$1,200.00
25	Salt glazed crock lamp with cobalt décor	\$125.00
26	Cherry and maple night stand (1 drawer)	\$200.00
27	Maple corner cupboard with solid doors	\$1,400.00
28	Yoke back Windsor chairs/pair oak and maple	\$850.00
29	Bow back open arm Windsor chair	\$1,250.00
30	Hunt board (4 drawer)	\$750.00
31	Birdcage Windsor maple chair	\$250.00
32	Bowback Windsor chair with green painted seat (one of two)	\$1,200.00
33	Night stand cherry and maple (2 tier 1 drawer)	\$475.00
34	Ladder back open arm Pilgrim chair	\$1,250.00
35	Primitive bird cage Windsor rocker	\$300.00
36	Maple slant front bracket base desk	\$4,000.00
37	Comb back Windsor arm chair	\$1,250.00
38	Maple tripod table	\$275.00

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<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
39	English sampler 18 th century	\$1,000.00
40	Fabric sofa bed	\$200.00
	<u>DINING ROOM</u>	
41	Oak Windsor bowback arm chair (one of two)	\$1,200.00
42	Pair painted black yoke back Windsor chairs	\$2,000.00
43	Welsh oak cupboard	\$3,000.00
44	Contents of cherry corner cupboard – china	\$1,000.00
45	Birdcage oak Windsor chair	\$250.00
46	Continuous arm Windsor chair	\$500.00
47	Six Windsor dining chairs	\$1,400.00
48	Cherry glazed front, corner cupboard blue interior	\$2,400.00
	<u>FRONT HALL</u>	
49	Ash hutch top with doors and shelves	\$350.00
50	Ship's model	\$500.00
51	Small English Windsor bracket back chair	\$350.00
	<u>DEN</u>	
52	Step-down Windsor chair	\$250.00
53	Tiger maple/cherry night stand	\$300.00
54	Bowback Windsor side chair	\$250.00
55	Four drawer cherry and inlay chest	\$850.00
56	Two (2) mid-century upholstered wing chairs	\$250.00
57	Two drawer cherry drop leaf night stand	\$800.00
58	Small Sony TV and VCR	\$35.00
59	Five shelf collection of collector's research books	\$750.00
60	Collection tin toys, iron banks, trains and accessories	\$5,000.00

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<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
61	Tufted leather desk chair	\$75.00
62	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00
	<u>KITCHEN</u>	
63	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00
64	Assorted bone china tea cups and saucers	\$200.00
65	Shelf with miscellaneous glass and china	\$200.00
66	Set of Blue Danube china	\$450.00
67	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00
	<u>MASTER BEDROOM</u>	
68	Antique chest of drawers	\$350.00
69	Antique vanity/desk	\$350.00
70	Antique night stand	\$300.00
71	Antique night stand	\$300.00
72	Brass lamps/pair	\$250.00
73	Antique captain's chair	\$65.00
74	Hospital bed	\$75.00
75	Tempurepedic twin bed	\$600.00
76	Miscellaneous contents of closet	\$100.00
	<u>GUEST BEDROOM</u>	
77	1940's mahogany twin beds – pair	\$300.00
78	Antique blanket chest	\$650.00
79	Antique wood lamp	\$125.00
80	Miscellaneous contents of closet	\$300.00
81	Miscellaneous items	\$1,000.00

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<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
	<u>OFFICE</u>	
82	Miscellaneous books	\$250.00
83	Office supplies	\$100.00
84	Office equipment and furniture	\$400.00
	<u>GARAGE</u>	
85	Miscellaneous Items in garage	\$3,500.00
	<u>SINGLE FAMILY RESIDENCE</u>	
86	Residence located at 649 Running Water Circle SE, Bernalillo County, Albuquerque, New Mexico (held in Decedent's Revocable Living Trusts, but listed here for convenience)	\$240,000.00
	<u>OTHER ASSETS</u>	
87	SCHWAB ACCOUNT (held in Decedent's name with Guy Markley Naylor and Elizabeth Ann Naylor Owens (aka Jan Black Owens) signatories on account). See Interim Distributions, below, for how this was distributed.	4,400.00
	Grand Total of Trust Estate	\$572,794.73

B. INTERIM DISTRIBUTIONS:

1	Raymond James – Account No. 52670731 – distributed to Guy Markley Naylor and Elizabeth Ann Naylor Owens (aka Jan Black Owens), in equal shares	\$250,169.73
2	SCHWAB ACCOUNT (Item 87, above) was erroneously distributed in its entirety (100%) to Elizabeth Ann Naylor Owens (aka Jan Black Owens). One-half of same shall be distributed to Guy Markley Naylor from proceeds from sale of Residence.	\$4,400.00
	TOTAL	\$254,569.72

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**C. EXPENSES ASSOCIATED WITH DEATH, FUNERAL BURIAL,
COSTS OF FINAL MEDICAL AND CARE FOR DECEDENT,
AND ALL ADMINISTRATIVE EXPENSES.**

1	BANK OF AMERICA ACCOUNT #4390 0473 6789 passed to Guy Mark Naylor by operation of law but was used by him (as Trustee and Personal Representative) for expenses of last illness, funeral, burial and estate/trust administrative expenses until exhausted.	\$35,258.87
2	RECEIPT OF ADVANCES (LOANS) FROM DALE W. GUNN, MD TO EFFECTIVE DATE (SEE RELATED <u>EXHIBIT C</u> FOR DETAIL – Payments made by Dale W. Gunn directly or through the Estate’s Bank of America Account.	\$72,758.08
3	LESS: EXPENSES ITEMIZED ON BANK OF AMERICA STATEMENTS FOR THE FOLLOWING: • Expenses of Last Illness • Funeral & Burial Expenses • Repairs and Maintenance to Residence • Maintenance of Landscaping at Residence • Property Taxes • Property Insurance • Utilities • Xeriscape at Residence • Painting • General Improvements • Legal and Accounting Fees • Other Miscellaneous Expenses	--\$ 108,016.95
4	BALANCE OF LIQUID FUNDS FOR PAYMENT OF FURTHER EXPENSES PENDING SALE OF RESIDENCE.	\$ 0.00
NOTE: CONTINUING EXPENSES INCURRED TO MAINTAIN RESIDENCE, INCLUDING PROPERTY TAXES, INSURANCE, UTILITIES AND GENERAL MAINTENANCE WILL BE ADVANCED BY DALE W. GUNN MD AND ADDED TO ADVANCES REFLECTED ON EXHIBIT C		

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**D. BALANCE OF ASSETS REMAINING FOR DISTRIBUTION
UNDER SCHEDULE OF DISTRIBUTION:**

1	Lucy Horton Green portrait	\$750.00
2	Dr. Joel Green portrait	\$650.00
3	Stephen Gore Brown portrait	\$1,200.00
4	Hannah Brown portrait	\$950.00
5	Mother with son in red dress portrait	\$2,500.00
6	Lady/gauze shawl portrait	\$400.00
7	B.W. Seaward, Esq. portrait	\$1,800.00
8	Young girl with King Charles spaniel portrait	\$2,500.00
9	Mrs. Joseph Emersom portrait	\$400.00
10	Mr. Joseph Emersom portrait	\$350.00
11	Roses with clear glass vase still life	\$250.00
12	Peaches/plums still life	\$750.00
13	Clipper ship sweepstakes lithograph	\$500.00
14	Two (2) landscapes	\$250.00
15	Goat herding landscape	\$250.00
16	Rooster with hens landscape	\$300.00
	<u>LIVING ROOM</u>	
17	Grandfather clock (circa 1800)	\$10,000.00
18	Two (2) upholstered arm chair recliners	\$150.00
19	Pine and maple tavern table with drawer	\$1,200.00
20	Blue and white Chinese 19c lamp	\$125.00
21	Maple bracket base 19c chest (5 drawer)	\$950.00
22	Tiger maple 2 drawer night stand	\$650.00

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23	Painted deacons bench c1850	\$1,200.00
24	Salt glazed crock lamp with cobalt décor	\$125.00
25	Cherry and maple night stand (1 drawer)	\$200.00
26	Maple corner cupboard with solid doors	\$1,400.00
27	Yoke back Windsor chairs/pair oak and maple	\$850.00
28	Bow back open arm Windsor chair	\$1,250.00
29	Hunt board (4 drawer)	\$750.00
30	Birdcage Windsor maple chair	\$250.00
31	Bowback Windsor chair with green painted seat (one of two)	\$1,200.00
32	Night stand cherry and maple (2 tier 1 drawer)	\$475.00
33	Ladder back open arm Pilgrim chair	\$1,250.00
34	Primitive bird cage Windsor rocker	\$300.00
35	Maple slant front bracket base desk	\$4,000.00
36	Comb back Windsor arm chair	\$1,250.00
37	Maple tripod table	\$275.00
38	English sampler 18 th century	\$1,000.00
39	Fabric sofa bed	\$200.00
	<u>DINING ROOM</u>	
40	Oak Windsor bowback arm chair (one of two)	\$1,200.00
41	Pair painted black yoke back Windsor chairs	\$2,000.00
42	Welsh oak cupboard	\$3,000.00
43	Contents of cherry corner cupboard – china	\$1,000.00
44	Birdcage oak Windsor chair	\$250.00
45	Continuous arm Windsor chair	\$500.00
46	Six Windsor dining chairs	\$1,400.00
47	Cherry glazed front, corner cupboard blue interior	\$2,400.00

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	<u>FRONT HALL</u>	
48	Ash hutch top with doors and shelves	\$350.00
49	Ship's model	\$500.00
50	Small English Windsor bracket back chair	\$350.00
	<u>DEN</u>	
51	Step-down Windsor chair	\$250.00
52	Tiger maple/cherry night stand	\$300.00
53	Bowback Windsor side chair	\$250.00
54	Four drawer cherry and inlay chest	\$850.00
55	Two (2) mid-century upholstered wing chairs	\$250.00
56	Two drawer cherry drop leaf night stand	\$800.00
57	Small Sony TV and VCR	\$35.00
58	Five shelf collection of collector's research books	\$750.00
59	Collection tin toys, iron banks, trains and accessories	\$5,000.00
60	Tufted leather desk chair	\$75.00
61	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00
	<u>KITCHEN</u>	
62	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00
63	Assorted bone china tea cups and saucers	\$200.00
64	Shelf with miscellaneous glass and china	\$200.00
65	Set of Blue Danube china	\$450.00
66	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00
	<u>MASTER BEDROOM</u>	
67	Antique chest of drawers	\$350.00
68	Antique vanity/desk	\$350.00

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69	Antique night stand	\$300.00
70	Antique night stand	\$300.00
71	Brass lamps/pair	\$250.00
72	Antique captain's chair	\$65.00
73	Hospital bed	\$75.00
74	Tempurepedic twin bed	\$600.00
75	Miscellaneous contents of closet	\$100.00
	<u>GUEST BEDROOM</u>	
76	1940's mahogany twin beds – pair	\$300.00
77	Antique blanket chest	\$650.00
78	Antique wood lamp	\$125.00
79	Miscellaneous contents of closet	\$300.00
80	Miscellaneous items	\$1,000.00
	<u>OFFICE</u>	
81	Miscellaneous books	\$250.00
82	Office supplies	\$100.00
83	Office equipment and furniture	\$400.00
	<u>GARAGE</u>	
84	Miscellaneous Items in garage	\$3,500.00
85	SUB TOTAL – PERSONAL PROPERTY	\$78, 225.00

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86	Residence located at 649 Running Water Circle SE, Bernalillo County, Albuquerque, New Mexico (held in Decedent's Revocable Living Trust, but listed here for convenience) SUBJECT TO all agreed upon obligations owed by the ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 and/or the ESTATE OF ELIZABETH WILLIAMS NAYLOR, all as set forth in that certain NON-JUDICIAL SETTLEMENT AGREEMENT by and between ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 and the ESTATE OF ELIZABETH WILLIAMS NAYLOR as parties of the first part, and GUY MARKLEY NAYLOR, DALE W. GUNN, MD and ELIZABETH ANN NAYLOR OWENS as parties of the second part.	\$240,000.00
87	TOTAL OF PENDING DISTRIBUTIONS	\$318,225.00
NOTE: THE DISTRIBUTION OF NET PROCEEDS FROM THE SALE OF THE RESIDENCE IDENTIFIED IN ITEM 86, ABOVE, IS SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THAT CERTAIN NON-JUDICIAL SETTLEMENT AGREEMENT BY AND BETWEEN ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST U/A DATED MAY 24, 2011 AND THE ESTATE OF ELIZABETH WILLIAMS NAYLOR AS PARTIES OF THE FIRST PART, AND GUY MARKLEY NAYLOR, DALE W. GUNN, MD AND ELIZABETH ANN NAYLOR OWENS AS PARTIES OF THE SECOND PART.		

WITNESS our hands and seals this date: 6/22/2022



GUY MARKLEY NAYLOR, Personal
Representative of Estate and Co-Trustee
of the ELIZABETH WILLIAMS
NAYLOR PROTECTIVE LIVING
TRUST u/a dated May 24, 2011



DALE W. GUNN, M.D., Co-Trustee of
the ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022
by GUY MARKLEY NAYLOR and DALE W. GUNN, M.D., Co-Trustees of the
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May
24, 2011.



NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024

EXHIBIT B
SCHEDULE OF DISTRIBUTION

GUY MARKLEY NAYLOR and DALE W. GUNN, MD, Co-Trustees of the
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May
24, 2011, now set forth the following Schedule of Distribution:

**A. SPECIFIC DISTRIBUTION PURSUANT TO SECTION 6.1 OF THE
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a
dated May 24, 2011.**

Section 6.1 of the Trust provides as follows:

“The Co-Trustees shall first devise and distribute the sum of 5% of the total value of the Trust estate (valued as of the date of Grantor's death), or \$20,000.00, whichever is greater, to Guy Markley Naylor and Dale W. Gunn, M.D., to be divided between them as they shall agree. In the event either of them fails to survive Grantor by thirty (30) days, then the other shall receive the full amount of the specific devise and distribution referred to in this Section 6.1”

The total value of the Trust Estate based on date-of-death values was \$572,794.73 (see Exhibit A). Thus, 5% of said sum is **\$28,639.74**. This amount shall be distributed as directed in Section 6.1 of the Trust from proceeds of sale of the Residence.

B. TANGIBLE PERSONAL PROPERTY (BY AGREEMENT).

The following items of tangible personal property shall be distributed by transfer of possession to GUY MARLEY NAYLOR and ELIZABETH ANN NAYLOR OWENS (aka JAN BLACK OWENS) equally in value, or in such portions and allocations as they have agreed or may agree:

1	Lucy Horton Green portrait	\$750.00
2	Dr. Joel Green portrait	\$650.00
3	Stephen Gore Brown portrait	\$1,200.00
4	Hannah Brown portrait	\$950.00
5	Mother with son in red dress portrait	\$2,500.00
6	Lady/gauze shawl portrait	\$400.00

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7	B.W. Seaward, Esq. portrait	\$1,800.00
8	Young girl with King Charles spaniel portrait	\$2,500.00
9	Mrs. Joseph Emersom portrait	\$400.00
10	Mr. Joseph Emersom portrait	\$350.00
11	Roses with clear glass vase still life	\$250.00
12	Peaches/plums still life	\$750.00
13	Clipper ship sweepstakes lithograph	\$500.00
14	Two (2) landscapes	\$250.00
15	Goat herding landscape	\$250.00
16	Rooster with hens landscape	\$300.00
	<u>LIVING ROOM</u>	
17	Grandfather clock (circa 1800)	\$10,000.00
18	Two (2) upholstered arm chair recliners	\$150.00
19	Pine and maple tavern table with drawer	\$1,200.00
20	Blue and white Chinese 19c lamp	\$125.00
21	Maple bracket base 19c chest (5 drawer)	\$950.00
22	Tiger maple 2 drawer night stand	\$650.00
23	Painted deacons bench c1850	\$1,200.00
24	Salt glazed crock lamp with cobalt décor	\$125.00
25	Cherry and maple night stand (1 drawer)	\$200.00
26	Maple corner cupboard with solid doors	\$1,400.00
27	Yoke back Windsor chairs/pair oak and maple	\$850.00
28	Bow back open arm Windsor chair	\$1,250.00
29	Hunt board (4 drawer)	\$750.00
30	Birdcage Windsor maple chair	\$250.00

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31	Bowback Windsor chair with green painted seat (one of two)	\$1,200.00
32	Night stand cherry and maple (2 tier 1 drawer)	\$475.00
33	Ladder back open arm Pilgrim chair	\$1,250.00
34	Primitive bird cage Windsor rocker	\$300.00
35	Maple slant front bracket base desk	\$4,000.00
36	Comb back Windsor arm chair	\$1,250.00
37	Maple tripod table	\$275.00
38	English sampler 18 th century	\$1,000.00
39	Fabric sofa bed	\$200.00
	<u>DINING ROOM</u>	
40	Oak Windsor bowback arm chair (one of two)	\$1,200.00
41	Pair painted black yoke back Windsor chairs	\$2,000.00
42	Welsh oak cupboard	\$3,000.00
43	Contents of cherry corner cupboard – china	\$1,000.00
44	Birdcage oak Windsor chair	\$250.00
45	Continuous arm Windsor chair	\$500.00
46	Six Windsor dining chairs	\$1,400.00
47	Cherry glazed front, corner cupboard blue interior	\$2,400.00
	<u>FRONT HALL</u>	
48	Ash hutch top with doors and shelves	\$350.00
49	Ship's model	\$500.00
50	Small English Windsor bracket back chair	\$350.00
	<u>DEN</u>	
51	Step-down Windsor chair	\$250.00

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52	Tiger maple/cherry night stand	\$300.00
53	Bowback Windsor side chair	\$250.00
54	Four drawer cherry and inlay chest	\$850.00
55	Two (2) mid-century upholstered wing chairs	\$250.00
56	Two drawer cherry drop leaf night stand	\$800.00
57	Small Sony TV and VCR	\$35.00
58	Five shelf collection of collector's research books	\$750.00
59	Collection tin toys, iron banks, trains and accessories	\$5,000.00
60	Tufted leather desk chair	\$75.00
61	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00
	<u>KITCHEN</u>	
62	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00
63	Assorted bone china tea cups and saucers	\$200.00
64	Shelf with miscellaneous glass and china	\$200.00
65	Set of Blue Danube china	\$450.00
66	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00
	<u>MASTER BEDROOM</u>	
67	Antique chest of drawers	\$350.00
68	Antique vanity/desk	\$350.00
69	Antique night stand	\$300.00
70	Antique night stand	\$300.00
71	Brass lamps/pair	\$250.00
72	Antique captain's chair	\$65.00

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73	Hospital bed	\$75.00
74	Tempurepedic twin bed	\$600.00
75	Miscellaneous contents of closet	\$100.00
	<u>GUEST BEDROOM</u>	
76	1940's mahogany twin beds – pair	\$300.00
77	Antique blanket chest	\$650.00
78	Antique wood lamp	\$125.00
79	Miscellaneous contents of closet	\$300.00
80	Miscellaneous items	\$1,000.00
	<u>OFFICE</u>	
81	Miscellaneous books	\$250.00
82	Office supplies	\$100.00
83	Office equipment and furniture	\$400.00
	<u>GARAGE</u>	
84	Miscellaneous Items in garage	\$3,500.00
86	TOTAL PERSONAL PROPERTY TO BE DISTRIBUTED by transfer of possession to GUY MARLEY NAYLOR and ELIZABETH ANN NAYLOR OWENS (aka JAN BLACK OWENS) equally in value, or in such portions and allocations as they have agreed or may agree.	\$78,225.00

C. The following residence shall be distributed, as undivided one-half (½) interests, as Tenants-in-Common, to GUY MARLEY NAYLOR and ELIZABETH ANN NAYLOR OWENS (aka JAN BLACK OWENS):

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	Residence located at 649 Running Water Circle SE, Bernalillo County, Albuquerque, New Mexico (held in Decedent's Revocable Living Trust, but listed here for convenience) PROVIDED, HOWEVER, that the Tenants-in-Common agree to sell said Residence and, from the sale proceeds, to pay any and all obligations owed by the Estate or Trust as more particularly set forth in the Non-Judicial Settlement Agreement to which this Exhibit B is attached.	\$240,000.00
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NOTE: THE DISTRIBUTION OF NET PROCEEDS FROM THE SALE OF THE RESIDENCE IDENTIFIED IN ITEM 86, ABOVE, IS SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THAT CERTAIN NON-JUDICIAL SETTLEMENT AGREEMENT BY AND BETWEEN ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST U/A DATED MAY 24, 2011 AND THE ESTATE OF ELIZABETH WILLIAMS NAYLOR AS PARTIES OF THE FIRST PART, AND GUY MARKLEY NAYLOR, DALE W. GUNN, MD AND ELIZABETH ANN NAYLOR OWENS AS PARTIES OF THE SECOND PART.

WITNESS our hands and seals this date: 6/22/2022



GUY MARKLEY NAYLOR, Personal
Representative of Estate and Co-Trustee
of the ELIZABETH WILLIAMS
NAYLOR PROTECTIVE LIVING
TRUST u/a dated May 24, 2011



DALE W. GUNN, MD, Co-Trustee of the
ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022
by GUY MARKLEY NAYLOR and DALE W. GUNN, M.D., Co-Trustees of the
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May
24, 2011.



NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024

Naylor, E. 2011-045\19XB-Schedule of Distribution
2022-04-06 12:32:33

EXHIBIT B
Page 7 of 7

**INDEBTEDNESS OWED TO
DALE W. GUNN, MD**

DATE	AMOUNT	SOURCE	Check No.	Note / Comment
06/05/12	\$ 750.00	WF	1788	HousePainting
06/12/14	\$ 2,000.00	RayJames		Mark's acct
09/22/14	\$ 1,500.00	WF	1871	Advance** by Dale Gunn to to BofA Checking Account to cover administration fees, taxes and insurance
12/07/14	\$ 2,738.86	WF	1888	Prop Tax
01/04/15	\$ 2,000.00	WF	1898	Advance**
04/02/15	\$ 2,000.00	WF	1912	Advance**
06/05/15	\$ 2,223.27	WF	1932	GoldenContruction / Fence
08/31/15	\$ 2,000.00	WF	1951	Advance**
12/08/15	\$ 2,841.02	WF	1981	Prop Tax
02/10/16	\$ 1,500.00	WF	1995	Advance**
02/22/16	\$ 1,000.00	WF	1996	Advance**
05/24/16	\$ 1,000.00	WF	2014	Advance**
07/26/16	\$ 1,000.00	WF	2025	Advance**
07/27/16	\$ 1,300.00	WF	2026	Xeriscape down pay
08/03/16	\$ 1,540.65	WF	2027	Xeriscape Final
10/26/16	\$ 1,000.00	WF	2053	Advance**
12/06/16	\$ 1,463.40	WF	2061	Prop Tax 1/2
01/04/17	\$ 1,000.00	WF	2066	Advance**
03/07/17	\$ 1,000.00	WF	2075	Advance**
04/06/17	\$ 1,463.40	WF	2085	PropTax
04/19/17	\$ 1,000.00	WF	2088	Advance**
05/22/17	\$ 804.88	WF	2093	GoldenConstruction/ Fence

**INDEBTEDNESS OWED TO
DALE W. GUNN, MD**

DATE	AMOUNT	SOURCE	Check No.	Note / Comment
07/03/17	\$ 1,000.00	WF	2100	Advance**
09/12/17	\$ 1,000.00	WF	2115	Advance**
11/14/17	\$ 1,595.53	WF	2123	1/2 Prop Tax 2017
11/27/17	\$ 1,000.00	WF	2127	Advance**
01/16/18	\$ 1,000.00	WF	2139	Advance**
02/28/18	\$ 1,000.00	WF	2146	Advance**
04/10/18	\$ 1,595.53	WF	2149	1/2 Prop Tax 2017
04/11/18	\$ 1,000.00	WF	2153	Advance**
6/ /2018	\$ 1,000.00	WF	1000	Advance**
08/23/18	\$ 1,000.00	WF	1000	Advance**
10/16/18	\$ 171.84	VISA-DG		Yard Mntnc
11/07/18	\$ 131.22	WF	2171	Yard Mntnc
11/19/18	\$ 1,000.00	WF	2173	Advance**
12/10/18	\$ 740.32	AMEX-DG		Yard Mntnc
12/06/18	\$ 1,647.41	WF	2174	1/2 PropTax 2018
01/05/19	\$ 134.66	VISA-DG		Yard Mntnc
02/08/19	\$ 134.66	AMEX-DG		Yard Mntnc
02/19/19	\$ 1,000.00	WF	2192	Advance**
03/14/19	\$ 177.78	AMEX-DG		Yard Mntnc
04/15/19	\$ 1,647.41	WF	2210	1/2 Prop Tax 2018
04/22/19	\$ 134.66	AMEX-DG		Yard Mntnc
05/19/19	\$ 91.54	AMEX-DG		Yard Mntnc
06/20/19	\$ 134.66	VISA-DG		Yard Mntnc
06/21/19	\$ 200.00	WF	2227	Advance**
07/03/19	\$ 82.16	VISA-DG		Water Bill
07/06/19	\$ 200.00	WF	2228	Advance**
07/20/19	\$ 91.54	VISA-DG		Water Bill
08/15/19	\$ 500.00	WF	2240	Advance**
09/04/19	\$ 91.54	VISA-DG		Yard Mntnc
09/04/19	\$ 134.86	VISA-DG		Yard Mntnc
09/18/19	\$ 500.00	WF	2252	Advance**
10/19/19	\$ 91.54	VISA-DG		Yard Mntnc

INDEBTEDNESS OWED TO
DALE W. GUNN, MD

DATE	AMOUNT	SOURCE	Check No.	Note / Comment
11/14/19	\$ 396.03	WF	2262	ThomasLaw
12/10/19	\$ 500.00	WF	2269	Advance**
12/23/19	\$ 1,709.47	WF	2274	1/2PropTax 2019
01/21/20	\$ 1,000.00	WF	2281	Advance**
04/08/20	\$ 1,709.47	WF	2292	1/2PropTax 2019
04/20/20	\$ 500.00	WF	2293	Advance**
06/19/20	\$ 500.00	WF	2298	Advance**
07/22/20	\$ 461.08	AMEX-DG		Yard Mntnc
07/23/20	\$ 500.00	WF	2305	Advance**
10/05/20	\$ 500.00	WF	2313	Advance**
10/05/20	\$ 97.48	VISA-DG		Water Bill
11/10/20	\$ 357.40	AMEX-DG		Yard Mntnc
12/09/20	\$ 1,762.50	WF	2322	1/2 propTax 2020
12/18/20	\$ 500.00	WF	2323	Advance**
02/04/21	\$ 500.00	WF	2328	Advance**
03/19/21	\$ 1,000.00	WF	2330	Advance**
05/30/21	\$ 1,762.50	WF	2336	1/2 propTax 2020
06/18/21	\$ 1,000.00	WF	2340	Advance**
09/13/21	\$ 500.00	WF	2349	Advance**
04/15/22	\$ 3,967.81	WF		Thomas Law Final
	\$ 72,578.08	<i>Estimate for Illustration = \$85,000.00</i>		
CONTINUING OUTLAY FOR MAINTENANCE OF RESIDENCE AND ADMINISTRATION IS TO BE ADDED TO THIS SUM AND PAID OUT IN ACCORDANCE WITH NON-JUDICIAL SETTLEMENT AGREEMENT.				

PROMISSORY NOTE

\$12,000 Note - dated 10/7/2021

1. THE PARTIES. On October 7, 2021, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as G. Mark Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of **\$12,000.00** US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on October 11, 2021, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on November 5, 2021, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$12,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

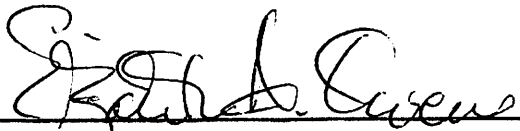
11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

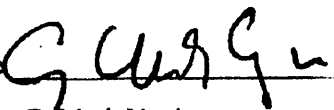
12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's Signature  **date** 10-7-21
Elizabeth A Owens
11440 North 69th Street
Scottsdale, AZ 85254

Lender's Signature  **date** 10-7-21
G/Mark Naylor
(address below)

Lender's Signature  **date** 10.7.21
Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

PROMISSORY NOTE

\$13,000 Note dated 12/15/2021 (original is signed)

1. THE PARTIES. On December 15, 2021, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as G. Mark Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of \$13,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on February 1, 2022, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on February 1, 2022, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$13,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

ORIGINAL DULY EXECUTED BY ALL: DECEMBER 15, 2021

Borrower's

Signature _____ **date** _____

Elizabeth A Owens
11440 North 69th Street
Scottsdale, AZ 85254

Lender's Signature _____ **date** _____

G. Mark Naylor
(address below)

Lender's Signature _____ **date** _____

Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

PROMISSORY NOTE

\$20,000 Note 2022.02.07

1. THE PARTIES. On January 18, 2022, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as Guy Markley Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of \$20,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on February 1, 2022, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on May 1, 2022, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$20,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

ORIGINAL DULY EXECUTED BY ALL: FEB. 7, 2022

Borrower's

Signature _____ **date** _____

Elizabeth A Owens
11440 North 69th Street
Scottsdale, AZ 85254

Lender's Signature _____ **date** _____

Guy Markley Naylor
(address below)

Lender's Signature _____ **date** _____

Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

SIDE AGREEMENT

This Side Agreement (“**Agreement**”) is entered into by and between Guy Markley Naylor (referred to as “Naylor”), Dale W. Gunn, M.D.(referred to as “Gunn”), and Elizabeth Ann Naylor Owens (a/k/a Jan Black Owens) (referred to as “Owens”). Naylor and Owens are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, Naylor, Gunn and Owens entered into that Non-Judicial Settlement Agreement dated April 15, 2022 (the “Settlement Agreement”);

WHEREAS, the Parties have entered into a Real Estate Purchase Agreement for the sale of 649 Running Water Circle SE, Albuquerque, New Mexico (the “Property”);

WHEREAS, the title company is requiring the Parties execute a release stating that all obligations set forth in the Settlement Agreement have been resolved and released (the “Release”);

WHEREAS, Naylor and Gunn are willing to execute a Release notwithstanding that Owens has certain outstanding obligations to Naylor and Gunn pursuant to the Settlement Agreement in reliance on Owens’ representation that all obligations are outstanding and will be paid and satisfied at a certain date;

WHEREAS, Naylor and Gunn are willing to close on the sale of the Property and authorize the title company to distribute proceeds to Owens in reliance on the agreement by Owens that such obligations are still outstanding notwithstanding the Parties’ execution of the Release and Owens commitment to remit payment to Naylor and Gunn;

WHEREAS, the Parties confirm that Owens continues to be obligated under the terms of the Settlement Agreement, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Mutual Agreement.** The Parties agree that upon execution of the Release all claims made or which could have been made in connection with the Settlement Agreement will not be released or discharged.

2. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, assigns, and heirs.

3. **Governing Law.** This Agreement shall be subject to, governed by, and construed and interpreted in accordance with the substantive laws of the State of New Mexico, without

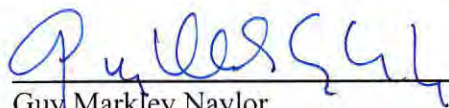
giving effect to any conflicts of law rule, principle, or statute that would result in the application of the laws of another jurisdiction. If, and to the extent any provision of this Agreement is held to be invalid or unenforceable, such provision will be curtailed to the extent required to be valid under applicable law, and as so curtailed, will be enforceable.

4. **Attorneys' Fees, Costs, and Expenses.** In the event of litigation to enforce or defend performance of this Agreement, the prevailing party (which shall be the party that receives the substance of the relief sought) shall be entitled to recover from the opposite party its reasonable attorneys' fees and costs and expenses of such litigation and of evaluation and pursuit or defense of such claims.

5. **Severability.** In the event that any of the provisions herein contained shall be deemed to be contrary to any provision of any applicable law, then the terms hereof shall be valid and binding to the extent that the same are not contrary to any provision of any applicable law.

6. **Counterparts.** This Agreement may be executed in counterpart by the Parties on different counterparts, each of which shall be an original, and the counterparts shall together constitute the same Agreement.

7. **Full Agreement.** All agreements and understandings between the Parties are embodied and expressed herein, and all terms of this Agreement, including "Recitals," are contractual and not mere recitals. The Agreement is a completely integrated agreement which supersedes and replaces all prior written or oral agreements and all contemporaneous oral negotiations, proposed agreements, and agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing executed by the Parties. The Parties acknowledge that they have not made any promise, representation, or warranty whatsoever, express or implied, that is not contained herein concerning the subject matter hereof, to induce the other to execute this Agreement.



Guy Markley Naylor
Date: 7-17-23



Dale W. Gunn, M.D.
Date: 7.17.23

Elizabeth Ann Naylor

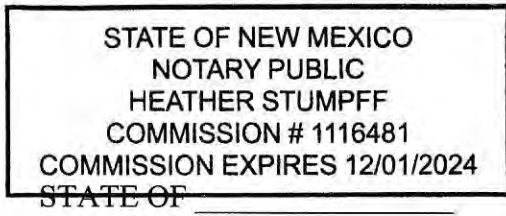
Elizabeth Ann Naylor Owens
Date: 03/28/2023

ACKNOWLEDGMENTS

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before me on 17th day of July, 2023 by Guy Markley Naylor and Dale W. Gunn, M.D.



Heather Stumpff
Notary Public
My commission expires: 12-01-2024

COUNTY OF _____

This instrument was acknowledged before me on _____, 2023 by Elizabeth Ann Naylor Owens.

Notary Public
My commission expires: _____

FLORIDA ACKNOWLEDGMENT

State of Florida)

County of Miami Dade)

On 03/28/2023 before me, John Telfort, by means of
Date Notary Name

☐ Physical Presence -- OR --

☒ Online Notarization,

personally appeared Elizabeth Ann Naylor

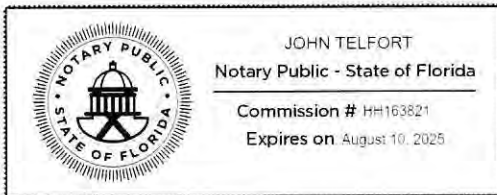
Name(s) of Signer(s)

☐ personally known to me -- OR --

☐ proved to me on the basis of the oath of _____ -- OR --
Name of Credible Witness

☒ proved to me on the basis of satisfactory evidence: DRIVER LICENSE
Type of ID Presented

to be the individual(s) whose name(s) is/are subscribed to the within instrument, & acknowledged to me that they executed the same in their authorized capacity(ies) and by proper authority, and that by their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which they acted, executed the instrument for the purposes and consideration therein stated.



WITNESS my hand and official seal.

Notary Public Signature: [Signature]

Notary Name: John Telfort

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: SIDE AGREEMENT

Document Date: 03/28/2023 Number of Pages (w/ certificate): 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Elizabeth Ann Naylor

☐ Corporate Officer Title: _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: Self

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer Title: _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

(4)

Another request

To naylorgm@aol.com <naylorgm@aol.com> • dgunn45@comcast.net <dgunn45@comcast.net>

Hi Mark and Dale,

Hope you guys have had a great weekend! I am trying to cope with a lot on my plate right now and, unfortunately, could really use your help once again financially. I'm absolutely humiliated to be in a position of having to ask, but I don't know where else to turn and would very much appreciate you considering giving me another loan.

I am \$3000 behind in fees due to the storage company that has our household goods in the Bay Area. Ronn's \$946 life insurance bill is due on the 18th, and his \$1426 bill for longterm care insurance, and \$1500 bill for Union medical insurance are due as well. I'm fighting a \$5000 bill for a biopsy he had which was regrettably performed by an out of network lab. I'm also doing battle with UCSF over a \$1000 medical bill which our insurance covered and paid for, but which UCSF contends was taken back. I'm hopeful of resolving things in my favor in those two cases, but not sure what will happen. In the meantime, I have other expenses due (vet bills and some medical/psychiatric expenses for Laura) and money is tighter than I'd like.

A pony that we have for sale left at 5:00 this morning for a trial for a potential lease or sale. We're receiving \$5000 to send her on trial for a month. If the people who have her on trial decide to buy her, we'll receive another \$41,000 after commissions. If they lease her, we'll get \$20,000. I'm also anticipating several thousand in medical insurance reimbursements which have been delayed since September. And, we have a pending legal action against the contractor on our property that I would expect will result in a payment of at least \$34,000 to us.

Additionally, Ronn and I have combined income of about \$19,000 a month in pension and social security. We also have the podcast which is earning decent money from advertisers (\$50,000+ this year) and which we expect to do even better next year. I plan to look into the possibility of another home equity loan on our property, although I'm concerned about qualifying since Ronn is no longer working.

Anyway, I hate to flood you with all of these details, but hope you can understand why I'm feeling anxious about all of this. If Ronn had received the entire \$60,000 settlement from KGO, I wouldn't be in this position. In years past, he and I would have worked together to find a solution. However, since he's not working and is having some cognitive issues, it's up to me. I would very much appreciate another loan of \$13,000, if that's at all possible.

Please understand, I don't want to put you in a position that would cause any issues for you at all. I don't want this request to add stress to your relationship or your financial picture. You've already been incredibly generous with your resources and for that, I will always be deeply grateful. I can't thank you enough for even reading and considering this. And, if you have any other ideas, I'd love to hear them.

Love and hugs,
Sis

Jan <jblackowens@aol.com>

12/15/2021 10:11 PM

Deposit has posted

To dgunn45@comcast.net <dgunn45@comcast.net> • naylorgm@aol.com <naylorgm@aol.com>

Hi Mark and Dale,

Hope you guys are having a great evening! Just wanted to let you know that the deposit has posted in my Wells Fargo account and I will sleep much easier tonight! Thank you so very much!! You have no idea how much better the holiday season will be for me with this temporary financial cushion.

Love and hugs,
Sis

Re: Paragraph 2

To dgunn45@comcast.net <dgunn45@comcast.net>

Thanks, Dale! I've sent a photocopy of the docs from my phone and hope you received it. Please let me know if you didn't get it, as I sometimes need to send photos more than once for them to go through from my phone. Also, please let me know when to expect to see the deposit in the Wells account. Thanks so very, very much!!

Hope you're having a great day!

Love,
Jan

-----Original Message-----

From: DALE GUNN <dgunn45@comcast.net>

To: Jan <jblackowens@aol.com>

Sent: Tue, Dec 14, 2021 6:13 pm

Subject: Paragraph 2

I don't think there is any meaningful difference in the two terms since neither are separately defined in the document. I would consider them to be one and the same. I put in February 1, 2002, which provides for an interest free loan until 2/1/22.

Hope this helps...

Dale

On 12/14/2021 4:52 PM Jan <jblackowens@aol.com> wrote:

Thanks so much for sending this, Dale. Quick question---in paragraph two, under Payments, what is the difference between the "due date" and the "end date"?

-----Original Message-----

From: DALE GUNN <dgunn45@comcast.net>

To: jblackowens@aol.com <jblackowens@aol.com>

Sent: Tue, Dec 14, 2021 11:47 am

Subject: Loan docs

Attached.

PROMISSORY NOTE

1. THE PARTIES. On December 15, 2021, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as G. Mark Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of \$13,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on February 1, 2022, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on February 1, 2022, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$13,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

**Borrower's
Signature**



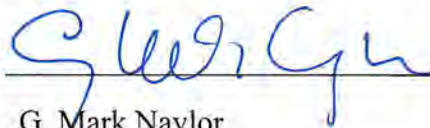
date 4-27-22

Elizabeth A Owens

11440 North 69th Street

Scottsdale, AZ 85254

Lender's Signature



date 12-15-21

G. Mark Naylor

(address below)

Lender's Signature



date 12-15-21

Dale W. Gunn

P.O. Box 31938

Santa Fe, NM 87594

Ronn's settlement/Short-term favor

To naylorgm@aol.com <naylorgm@aol.com> • dgunn45@comcast.net <dgunn45@comcast.net>

Hi Mark and Dale,

I hope you guys are having a great day! Ronn agreed last week to a \$60,000 settlement with the station which will net \$40,000 to us. I had expected the money to be paid in a few days, but Ronn's attorney says the company has 30 days to pay it so we may not get it until October 27. As a result, I wanted to ask if it would be possible for us to borrow \$5000 to \$12,000 until the end of the month.

I absolutely hate asking you for any favor like this, but it would really help. We also have a pony for lease/sale in Southern California for \$35-55,000 and I would expect a deal to be done with her fairly soon. This is just a temporary cash crunch and I would pay you back as soon as we get the settlement for which the papers have already been signed by both sides.

I'm on my way to get my taxes done now, so hopefully we'll get a refund from those as well!

I can't thank you enough for considering this and hope you know that I never wanted to have to ask you for any help like this again. It's very possible the money will come sooner than the 27th, but I have some bills I'd like to pay without getting late fees.

With love and gratitude,
Sis

PROMISSORY NOTE

1. THE PARTIES. On October 7, 2021, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as G. Mark Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of \$12,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on October 11, 2021, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on November 5, 2021, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$12,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

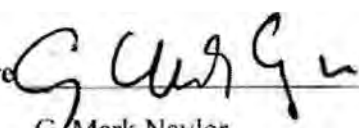
12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's Signature  date 10-7-21
Elizabeth A Owens
11440 North 69th Street
Scottsdale, AZ 85254

Lender's Signature  date 10-7-21
G Mark Naylor
(address below)

Lender's Signature  date 10.7.21
Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

PROMISSORY NOTE

1. THE PARTIES. On January 18, 2022, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as Guy Markley Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of \$20,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on February 1, 2022, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on May 1, 2022, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$20,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

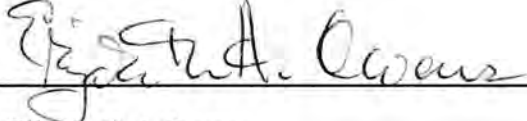
11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's Signature  **date** 4-27-22
Elizabeth A Owens
11440 North 69th Street
Scottsdale, AZ 85254

Lender's Signature  **date** 1-18-22
Guy Markley Naylor
(address below)

Lender's Signature  **date** 1-18-22
Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

From: Jan <jblackowens@aol.com>
Date: July 2, 2022 at 1:29:05 PM MDT
To: naylorgm@aol.com, dgunn45@comcast.net
Subject: Thank you!
Reply-To: Jan <jblackowens@aol.com>

Hi Mark and Dale,

Just wanted to say ***thank you, thank you, thank you*** for doing the loan yesterday. It helped more than you can imagine! I was feeling like I had the weight of the world on my shoulders and that certainly eased it. I am so looking forward to paying you back soon!!

Hope you guys are having a great weekend secure in the knowledge that you are wonderful people who are loved very much by me!!

Love and hugs,
Sis

PROMISSORY NOTE

1. THE PARTIES. On February 22, 2023, One individual known as Elizabeth A Owens of 11440 North 69th Street; Scottsdale, AZ 85254, referred to as the "**Borrower**",

RECEIVED AND PROMISES TO PAY

Two individuals known as Guy Markley Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "**Lender**", the sum of \$10,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on August 1, 2023, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on December 31, 2023, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$10,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing

party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

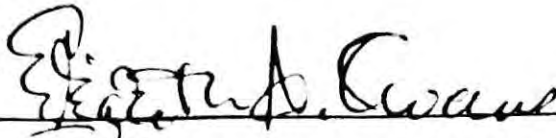
12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's
Signature


Elizabeth A Owens

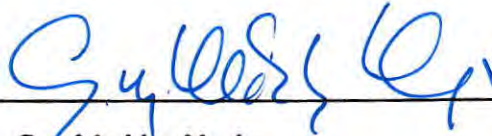
11440 North 69th Street
Scottsdale, AZ 85254

Elizabeth
Ann Naylor
Owens

Digitally signed
by Elizabeth Ann
Naylor Owens
Date: 2023.03.28
14:24:44 -07'00'

date 2-22-23

Lender's Signature



Guy Markley Naylor
(address below)

date

2-22-23

Lender's Signature



Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

date

2-22-23

PROMISSORY NOTE

1. **THE PARTIES.** On February 22, 2023, One individual known as Elizabeth A Owens of 11440 North 69th Street, Scottsdale, AZ 85254, referred to as the "Borrower",

RECEIVED AND PROMISES TO PAY

Two individuals known as Guy Markley Naylor and Dale W Gunn of PO Box 31938, Santa Fe, New Mexico, 87594-1938, referred to as the "Lender", the sum of \$10,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on August 1, 2023, under the following terms and conditions:

2. **PAYMENTS:** The full balance of this Note, including any accrued interest and other fees, is due and payable on December 31, 2023, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower, and any postal fees incurred by the Lender.

3. **SECURITY:** This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$10,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. **INTEREST DUE IN THE EVENT OF DEFAULT:** In the event the Borrower fails to pay the note in full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. **PREPAYMENT:** Borrower may pre-pay this Note without penalty.

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7. **NON-WAIVER:** No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. **SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. **INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. **CONFLICTING TERMS:** The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. **NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

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13. **EXECUTION:** The Borrower executes this Note as a principal and not as a surety.

14. **GOVERNING LAW:** This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's
Signature Elizabeth A Owens date 2-22-23
Elizabeth A Owens
11440 North 69th Street
Scottsdale, AZ 85254

Lender's Signature _____ date _____
Guy Markley Naylor
(address below)

Lender's Signature _____ date _____
Dale W. Gunn
P.O. Box 31938
Santa Fe, NM 87594

Crown Banking®

Statement period activity summary

Balance on 10/1	202,221.58
Deposits/Additions	1.61
Withdrawals/Subtractions	- 24,032.36
Balance on 10/31	\$178,190.83

Account number: [REDACTED]

G MARK NAYLOR
DALE W GUNN

Wells Fargo Bank, N.A. (Member FDIC)

NEW MEXICO account terms and conditions apply

Questions about your account: **1-800-742-4932**Worksheet to balance your account and General
Statement Policies can be found towards the
end of this statement.

Interest you've earned

Interest paid this statement	\$1.61
Interest earned this statement period	\$1.61
Average collected balance	\$189,808.38
Annual percentage yield earned	0.01%
Interest paid this year	\$19.03

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 10/1					202,221.58
10/7	Wire Trans Svc Charge - Sequence: 211007132415 Srf# Ow00001675832466 Trn#211007132415 Rfb# Ow00001675832466			30.00	
10/7	State Sales Tax			2.36	
10/7	WT Seq132415 Elizabeth Naylor Owens /Bnf=Elizabeth Naylor Owens Srf# Ow00001675832466 Trn#211007132415 Rfb# Ow00001675832466			12,000.00	190,189.22
10/25	Online Transfer to Naylor M Prime Checking Xxxxxx0859 Ref #lb0Cpk8Zms On 10/23/21			12,000.00	178,189.22
10/29	Interest Payment		1.61		178,190.83
Ending balance on 10/31					178,190.83
Totals			\$1.61	\$24,032.36	

Crown Banking®

Statement period activity summary

Balance on 12/1	178,192.30
Deposits/Additions	1.40
Withdrawals/Subtractions	- 23,332.36
Balance on 12/31	\$154,861.34

Account number: [REDACTED]

G MARK NAYLOR
DALE W GUNN

Wells Fargo Bank, N.A. (Member FDIC)

NEW MEXICO account terms and conditions apply

Questions about your account: 1-800-742-4932

Interest summary

Interest paid this statement	\$1.40
Interest earned this statement period	\$1.40
Average collected balance	\$165,055.19
Annual percentage yield earned	0.01%
Interest paid this year	\$21.90

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 12/1					178,192.30
12/13	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #Ib0D43Sdjz On 12/12/21			300.00	177,892.30
12/14	Online Transfer to Naylor M Prime Checking Xxxxxx0859 Ref #Ib0D4Fw6MR On 12/14/21			10,000.00	167,892.30
12/15	Wire Trans Svc Charge - Sequence: 211215165064 Srf# Ow00001834519285 Trn#211215165064 Rfb# Ow00001834519285			30.00	
12/15	State Sales Tax			2.36	
12/15	WT Seq165064 Elizabeth Naylor Owens /Bnf=Elizabeth Naylor Owens Srf# Ow00001834519285 Trn#211215165064 Rfb# Ow00001834519285			13,000.00	154,859.94
12/31	Interest Payment		1.40		154,861.34
Ending balance on 12/31					154,861.34
Totals			\$1.40	\$23,332.36	



January 31, 2022

Crown Banking®

Statement period activity summary

Balance on 1/1	154,861.34
Deposits/Additions	33.59
Withdrawals/Subtractions	- 20,350.00
Balance on 1/31	\$134,544.93

Account number: [REDACTED]

G MARK NAYLOR
DALE W GUNN

Wells Fargo Bank, N.A. (Member FDIC)

NEW MEXICO account terms and conditions apply

Questions about your account: **1-800-742-4932**

Interest summary

Interest paid this statement	\$1.23
Interest earned this statement period	\$1.24
Average collected balance	\$145,663.29
Annual percentage yield earned	0.01%
Interest paid this year	\$1.23
Total interest paid in 2021	\$21.90

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 1/1					154,861.34
1/10	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #Ib0Dbc3Kzn On 01/09/22			100.00	
1/10	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #Ib0Dbdr7Bf On 01/09/22			50.00	154,711.34
1/11	Wire Transaction Svc Charge Reversal		30.00		
1/11	State Sales Tax Debit Reversal		2.36		154,743.70
1/18	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #Ib0DD628Yj On 01/17/22			200.00	
1/18	WT Seq216066 Elizabeth Naylor Owens /Bnf=Elizabeth Naylor Owens Srf# Ow00001909505019 Trn#220118216066 Rfb# Ow00001909505019			20,000.00	134,543.70
1/31	Interest Payment		1.23		134,544.93
Ending balance on 1/31					134,544.93
Totals			\$33.59	\$20,350.00	



July 31, 2022

Crown Banking®

Statement period activity summary

Balance on 7/1	108,592.83
Deposits/Additions	0.83
Withdrawals/Subtractions	- 13,490.00
Balance on 7/31	\$95,103.66

Account number: [REDACTED]

G MARK NAYLOR
DALE W GUNN

Wells Fargo Bank, N.A. (Member FDIC)

NEW MEXICO account terms and conditions apply

Questions about your account: **1-800-742-4932**

Interest summary

Interest paid this statement	\$0.83
Interest earned this statement period	\$0.83
Average collected balance	\$97,828.26
Annual percentage yield earned	0.01%
Interest paid this year	\$7.32

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
Beginning balance on 7/1					108,592.83
7/1	WT Seq221981 Elizabeth Naylor Owens /Bnf=Elizabeth Naylor Owens Srf# Ow00002319207783 Trn#220701221981 Rfb# Ow00002319207783			10,000.00	98,592.83
7/25	Online Transfer to Naylor M Prime Checking Xxxxxx0859 Ref #1b0Fxgmw9Y On 07/25/22			3,000.00	95,592.83
7/26	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #1b0Fxp8Yc3 On 07/26/22			240.00	95,352.83
7/27	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #1b0Fxtbygb On 07/27/22			250.00	95,102.83
7/29	Interest Payment		0.83		95,103.66
Ending balance on 7/31					95,103.66
Totals			\$0.83	\$13,490.00	



Crown Banking®

Statement period activity summary

Balance on 2/1	354,530.68
Deposits/Additions	2.69
Withdrawals/Subtractions	- 18,558.33
Balance on 2/28	\$335,975.04

Account number: [REDACTED]

G MARK NAYLOR
DALE W GUNN

Wells Fargo Bank, N.A. (Member FDIC)

NEW MEXICO account terms and conditions apply

Questions about your account: 1-800-869-3557

Interest summary

Interest paid this statement	\$2.69
Interest earned this statement period	\$2.70
Average collected balance	\$351,172.39
Annual percentage yield earned	0.01%
Interest paid this year	\$4.43
Total interest paid in 2022	\$10.86

Transaction history

Date	Description	Check No.	Deposits/ Additions	Withdrawals/ Subtractions	Ending Daily Balance
2/16	Online Transfer to Naylor M Complete Advantage(Rm) Xxxxxx3201 Ref #Ib0Hqkm4J On 02/16/23			1,526.00	353,004.68
2/23	Wire Trans Svc Charge - Sequence: 230223020213 Srf# Ow00002974265433 Trn#230223020213 Rfb# Ow00002974265433			30.00	
2/23	State Sales Tax			2.33	
2/23	WT Seq#20213 Elizabeth Naylor Owens /Bnf=Elizabeth Naylor Owens Srf# Ow00002974265433 Trn#230223020213 Rfb# Ow00002974265433			10,000.00	342,972.35
2/27	Online Transfer to Naylor M Prime Checking Xxxxxx0859 Ref #Ib0Ht2Fjt5 On 02/26/23			7,000.00	335,972.35
2/28	Interest Payment		2.69		335,975.04
Ending balance on 2/28					335,975.04
Totals			\$2.69	\$18,558.33	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.