

## MEMORANDUM OF INTERVIEW

PERSON INTERVIEWED : Wilma Tunison  
Del Anderson

DATE OF INTERVIEW : February 12, 2018

TIME OF INTERVIEW : 9:00am

TYPE OF INTERVIEW : Recorded

OTHERS PRESENT : James Houston  
Susan Sparks

FILE NO. : Realty Systems Inc., MSD-58  
Complaint 2017-0555

INTERVIEWED BY : Joyce Pierce  
DFR Compliance Specialist

An in-person interview was conducted with Wilma Tunison ("Tunison"), and Del Kennedy ("Kennedy"), who is a personal friend and roommate of Tunison. Tunison and Anderson reside at 1475 Green Acres Road, Space #31, Eugene, Oregon 97408.

Also present during the interview were James Houston, the person who filed the complaint against Realty Systems Inc. ("RS"), MSD-0555, on behalf of Tunison, and Susan Sparks, real estate broker associated with Integrity Associates Inc. DBA ReMax Integrity, MSD-248.

The interview was recorded with the permission of Tunison, Kennedy, Houston and Sparks.

At the beginning of the interview, Tunison stated that she is 90-years old and requested that I speak directly with Kennedy, because he was a better speaker and knew all the same information.

Kennedy first stated that he placed the majority of the blame of the problems on the corporation known as Equity LifeStyle Properties ("ELS"). Although, Kennedy agreed that ELS would only have knowledge of the activities of Bill Allard ("Allard"), the Park Manager of Falcon Wood Village and his supervisor, Jeff Wehrung ("Wehrung"), unless the information was shared with ELS.

Kennedy stated that ELS has a sales side used to purchase and sale homes within Falcon Wood Village, which is named Carefree Sales. Kennedy stated that until

the complaint was filed with the Division, no one was aware that the actual name was Realty Systems Inc. DBA Carefree Sales.

Kennedy stated that Tunison did sign an Exclusive Listing Agreement with Carefree Sales. Although all parties agreed that the Listing Agreement did not originally appear to be signed. Kennedy stated that because the Listing Agreement is on NCR paper, and Tunison just does not press hard enough, the document appears to be unsigned. Upon further review of the document, everyone agreed that the document is signed by Tunison, which you can faintly make out of the copy.

Tunison and Kennedy took care of each other, and became friends. Kennedy living in Space 31, and Tunison living in Space 34, nearly across the street from one another. Kennedy that Tunison took care of him while he was completing chemo therapy for his lymphoma.

Kennedy stated that he decided to sale Space #31 because of the problems he had been encountering with Allard, and the condition of the park. Kennedy stated that prior to him listing the home with Prudential, the tenant agreement indicates that he must provide the park with the first right of refusal. However, when Kennedy asked Allard if he was interested in purchasing the home, Allard told him that he was not interested in purchasing the home because Kennedy wanted to much money for the home.

Kennedy stated that he sold all of his assets, and Space 31 was completely vacant. In the meantime, Tunison was unable to continue living in Space 34 because she receives \$900 in social security income and pays \$500 a month rent at Falcon Wood Village. .

Tunison and Kennedy then decided to pool their resources, and share expenses. They moved into together into Space 31, because it was a nicer home on the lake, and they agreed to sale Tunison's home located in Space #34. So, Kennedy cancelled the listing agreement with Prudential.

Kennedy stated he hand wrote the Notice to Vacant, Space 34 on behalf of Tunison on October 29, 2010, which contained three paragraphs. The first being that Tunison was terminating the lease, effective November 30, 2010, and the last rental/lease payment would be November 5, 2010; the second was a request to stop the automatic payments from Tunison's bank account; and third was Space 34 was for sale "at a sales price deemed in your judgement to be fair compensation."

Kennedy stated that Tunison could not pay any rent beyond November 2010, and reiterated that the last payment would be on November 5, 2010. Kennedy recalled that Tunison vacated the home on October 27, 2010, and was moved into Space 31 by her grandson and Kennedy's son. If that is the case, then Tunison vacated the home prior to the notice to vacate being written.

Kennedy and Tunison stated that were both aware that the listing agreement was completed for one month only, because Tunison was unable to pay any further rent after November 2010. Kennedy stated that the home was listed exclusively with Carefree Sales, but is undated. However, the listing agreement indicates the listing period of November 2010.

Kennedy and Tunison indicated that Allard was the person who came up with the listing price of the home at \$15,000, which is why the Notice was written that the sales price was deemed to be in the judgment of Allard, and to be fair compensation to Tunison.

Kennedy stated that Allard did not place a yard sign, but placed a small sign in the window of Space 34. Kennedy stated he was receiving chemo therapy, he and Tunison rarely left the home. Because Space 34 is almost directly across from Space 31, they were able to see the comings and goings. However, neither Tunison or Kennedy could ever recall seeing anyone viewing the property.

Tunison stated that Allard was supposed to have an open house at the property sometime in November 2010, but he never did. Tunison stated the first time she seen someone in the property was on December 3, 2010.

Kennedy stated that around December 21, 2010, Allard wanted to meet with Tunison and give her a check for \$1,000. However, Tunison was not interested in meeting with Allard one on one. Instead, Allard provided the check to Kennedy, which he deposited in the bank account of Tunison on December 23, 2010.

Kennedy stated that he recalls that the funds were in the form of a Cashiers Check, which was drawn on Wells Fargo Bank. However, he cannot confirm that entirely because he did not keep a copy of the actual check.

Only until the written statement was received from Jaccuard at ELS did Tunison receive a copy of the check in the amount of \$505.75, which was supposedly back rent for the new tenant for December. Tunison stated that Allard never told her that she would be responsible for any rent after November 2010, and Tunison stated she never agreed to do so.

Kennedy stated that until they received the documentation from the Building Codes Division and Jaccuard of ELS, he and Tunison had not ever heard of Innovative Home Solutions, and had never met or spoken with Wehrung. As a matter of fact, Kennedy and Tunison stated they would not know who Wehrung was if he walked through the door right now

Kennedy stated that he and Tunison met with Allard once, and never seen Allard again until December 21, 2010 when Kennedy picked up the check. Tunison stated that she was not even aware that the home had even sold. Additionally, Tunison stated that Allard never told her that he had no interested buyers. Kennedy believes that Allard took advantage of Tunison because he knew that Tunison was running out of money, and then purposely called Innovative Home Solutions, MSD-656 to purchase the property and make a profit.

I next showed Kennedy and Tunison the Bill of Sale, and the Notice of Transfer documentation.

Tunison was adamant that she never signed the Bill of Sale, and did not even know that it existed until I pulled and provided the ownership records on file at the Building Codes Division.

Additionally, Kennedy and Tunison stated they have no knowledge of the Transfer of Ownership documentation, and Tunison was again adamant that she did not sign the Transfer of Ownership document that appears to be completed in purple ink. Kennedy stated the handwriting on the Notice of Transfer document is different than his or Tunison's and he has no knowledge on who would have completed the document

Again, Kennedy stated that Tunison would never have agreed to the payment of December rent. When asked how the documents could have been signed, allegedly by Tunison, in purple ink, Kennedy stated that he did not know. However, Kennedy believes that someone may have scan the documents into a computer and then pasted the signature on documentation, to make it appear legitimate.

Kennedy then stated that signature of Tunison is not even on the same line, and the "W" is different. I agreed that the document does appear to contain different handwriting.

Showed person present at the interview, a copy of the written statement of Wehrung. Kennedy and Tunison.

Susan Sparks ("Sparks") stated when she first moved into Falcon Wood Village, and Allard learned that she was a realtor, Allard told her that there was "a lot of money to be made in these parks. Actually Sparks stated that she sells million dollar homes, so indicated that she disagreed with Allard. However, Allard told her that this is how he makes his money.

Sparks indicated that she works for ReMax, who also maintains an MSD license, and indicated that she had sold about 6 homes in Falcon Wood Village. However, working with Allard was always a challenge when she presented offers, especially if anyone besides Allard was handling the deal.

Sparks stated that her best friend, Donna McAdams ("McAdams") helped her sister, Melinda Forrester ("Forrester") purchase Space 34 from Allard, not Wehrung or Innovative Home Solutions.

Sparks went onto to say that Wehrung was never around, but if Forrester or McAdams had any problems with Allard, McAdams would contact Wehrung by telephone directly because Allard was his employee and the Regional District Manager.

When asked how I might be able to speak with McAdams about the transaction, I learned that McAdams was deceased and her sister, Forrester is disabled, and has limited memory.

Kennedy and Sparks stated that Allard does not expose the homes being listed by Carefree Sales to advertising, nor does he openly list the home on the websites. Kennedy and Sparks believe its because people interested in purchasing one of the homes in the park, don't know what's listed. Therefore, Allard is able to negotiates the property prices downward.

It was also reported that we he places the signs in the windows of homes, they are very small, but the telephone number posted is never answered. Sparks reported on one occasion someone was interested in a particular home, and finally knocked on the door of the home, asking if he could see the property, because he had tried to call the number left messages and no one had called him back.