

STATE OF NEW MEXICO
COUNTY OF TORRANCE
SEVENTH JUDICIAL DISTRICT

Robert F. Sartori,
Plaintiff,

vs.

No. D-0722-CV-2015-154

TOWNSEND REALTY, et al.
Defendants.

JOINT REPLY of
Robert F. Sartori and Katherine F. Sartori
to the COUNTERCLAIM of
Phyllis L. Townsend and Melvin L. Townsend

Counter-Defendants Robert F. Sartori and Katherine F. Sartori submit their Reply to the Counterclaim of Defendants Phyllis L. Townsend and Melvin L. Townsend, under Rule 1-007(A), and state as follows:

1. The allegations in Paragraph 1 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the allegations contained in Paragraph 1 of the Counterclaim and therefore deny the same.

2. The allegations in Paragraph 2 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the allegations contained in Paragraph 2 of the Counterclaim and therefore deny the same.

3. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the allegations contained in Paragraph 3 of the Counterclaim and therefore deny the same.

4. Counter-Defendants affirmatively state that they attempted to enter into a contract for the purpose of obtaining ownership of property (hereinafter “the property”) described as:

Lot designated Sixty-nine-R (69-R) within Section Eleven (11), Township Seven (7) North, Range Eight (8) East, N.M.P.M., of ANTELOPE SPRINGS RANCHES, a subdivision, as the same are shown and designated on that certain Corrective Replat prepared by Timothy Ray Oden, N.M.R.P.L.S. #8667 on April 19, 1989, filed and recorded on February 7, 1990 at 10:41 o’clock, A.M., as document number 85919, and filed in Cabinet B, Slide 254, Plat Records of Torrance County, New Mexico;

Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 4 of the Counterclaim and therefore deny the same.

5. The record fails to show evidence in support of the allegations made in Paragraph 5 of the Counterclaim. Counter-Defendants affirmatively state that on March 20, 2012,

they attempted to enter into a contract for the purpose of obtaining ownership of the Property. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 5 of the Counterclaim and therefore deny the same.

6. Regarding paragraph 6 of the Counterclaim, Counter-Defendants affirmatively state that Robert F. Sartori sent Counter-Plaintiffs a Rescission Notice on or about February 18, 2015. The allegations in Paragraph 6 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 6 of the Counterclaim and therefore deny the same.

7. Regarding paragraph 7 of the Counterclaim, Counter-Defendants affirmatively state that they received an initial communication from a debt-collector attorney dated August 11, 2015. On August 28, 2015 Robert F. Sartori sent the debt-collector attorney a demand for validation via United States Postal Service certified mail # 70150920000104662155. Counter-Defendants affirmatively state that they received a second communication from the same debt-collector attorney dated September 15, 2015. Robert F. Sartori sent a second demand for validation on September 28, 2015 via United States Postal Service certified mail # 70150920000104662162. That matter is currently in litigation in the United States District Court for the District of New Mexico. see Case No. 1:2015cv00991. The allegations in Paragraph 7 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 7 of the Counterclaim and therefore deny the same.

8. Regarding paragraph 8 of the Counterclaim, Counter-Defendants affirmatively state that Robert F. Sartori recorded a Notice of Seller's Default into the records of the Office of the County Clerk of Torrance County on October 15, 2015, Document 002152695, Book 333, Pages 2402-2405. The allegations in Paragraph 8 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 8 of the Counterclaim and therefore deny the same.

9. Regarding paragraph 9 of the Counterclaim, Counter-Defendants affirmatively state that Katherine F. Sartori was hand delivered a letter from the aforementioned debt collector attorney on Saturday, October 31, 2015. Counter-Defendants further affirmatively state that said letter was returned to the debt collector attorney Refusal for Cause by Robert F. Sartori via United States Postal Service Registered Mail # RA422731073US on November 2, 2015. The allegations in Paragraph 9 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 9 of the Counterclaim and therefore deny the same.

10. The record fails to show evidence in support of the allegations in made in Paragraph 10 of the counterclaim. The allegations in Paragraph 10 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of

the remaining allegations contained in Paragraph 10 of the Counterclaim and therefore deny the same.

11. The allegations in Paragraph 11 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 11 of the Counterclaim and therefore deny the same.

12. The allegations in Paragraph 12 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 12 of the Counterclaim and therefore deny the same.

13. The allegations in Paragraph 13 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 13 of the Counterclaim and therefore deny the same.

14. In response to Paragraph 14 of the Counterclaim, Counter-Defendants incorporate, reaffirm, and re-allege their responses to Paragraphs 1-13 of the Counterclaim.

15. The allegations in Paragraph 15 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 15 of the Counterclaim and therefore deny the same.

16. The allegations in Paragraph 16 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 16 of the Counterclaim and therefore deny the same.

17. The allegations in Paragraph 17 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 17 of the Counterclaim and therefore deny the same.

18. The record fails to show evidence in support of the allegations in made in Paragraph 18 of the Counterclaim. Paragraph 18 of the Counterclaim contains legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 18 of the Counterclaim and therefore deny the same.

19. The record fails to show evidence in support of the allegations made in Paragraph 19 of the Counterclaim. The allegations in Paragraph 19 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 19 of the Counterclaim and therefore deny the same. In response to Paragraphs 19-20 of the Counterclaim, Counter-Defendants incorporate, reaffirm, and re-allege their responses to Paragraphs 1-18 of the Counterclaim.

20. The allegations in Paragraph 20 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 20 of the Counterclaim and therefore deny the same.

21. The allegations in Paragraph 21 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 21 of the Counterclaim and therefore deny the same.

22. The allegations in Paragraph 22 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 22 of the Counterclaim and therefore deny the same.

23. The allegations in Paragraph 23 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 23 of the Counterclaim and therefore deny the same.

24. In response to Paragraph 24 of the Counterclaim, Counter-Defendants incorporate, reaffirm, and re-allege their responses to Paragraphs 1-23 of the Counterclaim.

25. The allegations in Paragraph 25 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge

or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 25 of the Counterclaim and therefore deny the same.

26. The record fails to show evidence in support of the allegations made in Paragraph 26 of the Counterclaim. Counter-Defendants affirmatively state that Robert F. Sartori sent Counter-Plaintiffs a Notice of Rescission on or about February 18, 2015. Counter-Defendants affirmatively state that Robert F. Sartori recorded a Notice of Sellers Default into the records of the Office of the County Clerk of Torrance County on October 15, 2015. The allegations in Paragraph 26 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 26 of the Counterclaim and therefore deny the same.

27. The record fails to show evidence in support of the allegations made in Paragraph 27 of the Counterclaim. The allegations in Paragraph 27 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 27 of the Counterclaim and therefore deny the same.

28. The allegations in Paragraph 28 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of the Counterclaim and therefore deny the same. Counter-

Defendants affirmatively state and Notice the Court and Counter-Plaintiffs that Counter-Defendants' have made improvements exceeding the value claimed by Counter-Plaintiffs

29. The allegations in Paragraph 29 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 29 of the Counterclaim and therefore deny the same.

30. The allegations in Paragraph 30 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 30 of the Counterclaim and therefore deny the same.

31. In response to Paragraph 31 of the Counterclaim, Counter-Defendants incorporate, reaffirm, and re-allege their responses to Paragraphs 1-30 of the Counterclaim.

32. The record fails to show evidence in support of the allegations made in Paragraph 32 of the Counterclaim. The allegations in Paragraph 32 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 32 of the Counterclaim and therefore deny the same.

33. The record fails to show evidence in support of the allegations made in Paragraph 33 of the Counterclaim. The allegations in Paragraph 33 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without

sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 33 of the Counterclaim and therefore deny the same.

34. The record fails to show evidence in support of the allegations made in Paragraph 34 of the Counterclaim. The allegations in Paragraph 34 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 34 of the Counterclaim and therefore deny the same.

35. The record fails to show evidence in support of the allegations made in Paragraph 35 of the Counterclaim. The allegations in Paragraph 35 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 35 of the Counterclaim and therefore deny the same.

36. In response to Paragraph 36 of the Counterclaim, Counter-Defendants incorporate, reaffirm, and re-allege their responses to Paragraphs 1-35 of the Counterclaim.

37. The allegations in Paragraph 37 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 37 of the Counterclaim and therefore deny the same.

38. The allegations in Paragraph 38 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 38 of the Counterclaim and therefore deny the same.

39. The record fails to show evidence in support of the allegations made in Paragraph 39 of the Counterclaim. The allegations in Paragraph 39 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 39 of the Counterclaim and therefore deny the same.

40. The record fails to show evidence in support of the allegations made in Paragraph 40 of the Counterclaim. The allegations in Paragraph 40 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 40 of the Counterclaim and therefore deny the same.

41. The record fails to show evidence in support of the allegations made in Paragraph 41 of the Counterclaim. The allegations in Paragraph 41 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 41 of the Counterclaim and therefore deny the same.

42. The record fails to show evidence in support of the allegations made in Paragraph 42 of the Counterclaim. The allegations in Paragraph 42 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 43 of the Counterclaim and therefore deny the same.

43. The allegations in Paragraph 43 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 43 of the Counterclaim and therefore deny the same.

44. The allegations in Paragraph 44 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 44 of the Counterclaim and therefore deny the same.

45. The record fails to show evidence in support of the allegations made in Paragraph 45 of the Counterclaim. The allegations in Paragraph 45 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 45 of the Counterclaim and therefore deny the same.

46. The record fails to show evidence in support of the allegations made in Paragraph 46 of the Counterclaim. The allegations in Paragraph 46 of the Counterclaim contain

legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 46 of the Counterclaim and therefore deny the same.

47. The record fails to show evidence in support of the allegations made in Paragraph 47 of the Counterclaim. The allegations in Paragraph 47 of the Counterclaim contain legal conclusions to which no response is required. Counter-Defendants are without sufficient knowledge or information necessary to form a belief as to the truth of the remaining allegations contained in Paragraph 47 of the Counterclaim and therefore deny the same.

First Affirmative Defense

The Counterclaim is barred by the doctrine of Accord and Satisfaction: On or about February 18, 2015, counter-defendants sent counterclaimants a rescission notice, offering the property into the possession of counterclaimants in exchange for the return of all funds paid by counter-defendants.

The disputed claim which formed the basis of this offer was the lack of a hazard insurance policy, the failure to produce an accounting of counter-defendants hazard insurance payments and hazard insurance escrow impounds, and attempts by counterclaimants to default counter-defendants based on the lack of evidence of a hazard insurance policy.

Counter-defendants' written rescission notice offers the property into the possession of counterclaimants on the condition of the return of all funds paid by counter-defendants.

As parties who deal routinely in contracts, counterclaimants cannot assert that they do not understand rescission, or that counter-defendants have not offered the property back into their possession.

The silence of counterclaimants constitutes consent to rescission. Failure of counterclaimants to return all funds paid by counter-defendants in exchange for the property constitutes accord and satisfaction and bars this action.

Second Affirmative Defense

The Counterclaim is barred by the doctrine of Assumption of Risk: On or about March 20, 2012 counterclaimants submitted to escrow a hazard insurance policy that they knew or should have known was expired.

On or about May 10, 2012 counterclaimants received constructive knowledge that the insurance policy was defective and that it was counter-defendants' understanding that counterclaimants had assumed the duties and responsibilities of securing hazard insurance.

Counterclaimants, knowing that maintaining hazard insurance was an element of the contract, voluntarily chose not to address this issue or in any way respond.

Counterclaimants' election to remain silent on the matter constitutes assumption of risk for subsequent related events and bars the Counterclaim.

Third Affirmative Defense

The Counterclaim is barred in part by the doctrine of Comparative Negligence: The record fails to show evidence that Counterclaimants have responded to counter-defendants' multiple written information requests.

The record fails to show that Counterclaimants have produced evidence of the disposition of counter-defendants' initial hazard insurance payment made at settlement.

The record fails to show evidence that Counterclaimants responded to counter-defendants' rescission notice.

Counterclaimants are at least in part responsible for any injury they claim to have suffered and have assumed comparative negligence regarding this matter, barring or limiting the Counterclaim.

Fourth Affirmative Defense

The Counterclaim is barred by the doctrine of Contributory Negligence: Counterclaimants have constructive knowledge that the hazard insurance policy they submitted to escrow was cancelled, that it was counter-defendants' understanding that counterclaimants had agreed to use funds presented at settlement by counter-defendants for the purpose of obtaining hazard insurance, that counter-defendants subsequently discovered after paying for nearly two and a half years that no hazard insurance policy had ever been in place, and that counter-defendants were being denied an accounting and being threatened with default for the lack of a hazard insurance policy.

Counterclaimants had a good faith duty to act to achieve a mutually beneficial remedy to the situation, and are reported in writing on at least two occasions as offering to do so.

Rather than act in good faith on their offer to assist in achieving remedy, as a reasonably prudent person would do to prevent injury to himself or another, counterclaimants subsequently stood mute and allowed counter-defendants to face further threats of default.

Counterclaimants failed to act in good faith to achieve remedy, resulting in the delivery by counter-defendants to counterclaimants of a rescission notice, to which the record fails to show evidence of a response by counterclaimants, forcing counter-defendant Robert F. Sartori to bring his Petition. Counterclaimants' own actions and inactions bar this Counterclaim through contributory negligence.

Fifth Affirmative Defense

The Counterclaim is barred by the doctrine of Consent. It is a maxim of law that silence equates consent where there is a duty to respond. Counterclaimants' silence in response to counter-defendants' multiple information requests and rescission notice constitutes consent.

Counterclaimant was aware of counter-defendants' rescission notice and had the ability to consent to rescission.

Counter-defendants' gave counterclaimant sixty (60) days to respond to the rescission notice.

Counter-defendants had no reason to believe that counterclaimants would not consent to rescission.

Counterclaimants' continued silence beyond the sixty (60) days constitutes consent and bars this action.

Sixth Affirmative Defense

The Counterclaim is barred by the doctrine of Estoppel: On or about March 20, 2012 counterclaimants agreed to obtain hazard insurance for the Property. Counter-defendants, relying on counterclaimants offer to obtain the hazard insurance policy, paid counterclaimants at settlement to obtain hazard insurance.

The record fails to show evidence that Counterclaimants obtained hazard insurance, or produced evidence of the disposition of the funds delivered to them for hazard insurance in spite of written demands from counter-defendants.

On or about October 16, 2014 counter-defendants received a letter stating that counterclaimants would obtain hazard insurance. On or about November 21, 2014 counter-defendants received a letter stating that counterclaimants had obtained hazard insurance. Counter-defendants again relied on the statement that counterclaimants had obtained a hazard insurance policy.

On or about December 10, 2014 counter-claimants received a letter titled "notice of default" demanding that counter-defendants produce evidence of hazard insurance,

Counterclaimants have twice agreed to obtain insurance and have failed to obtain insurance or produce evidence of the disposition of the funds counter-defendants

tendered at settlement for the purpose of counterclaimants to obtain insurance, placing an unjust and inequitable burden on counter-defendants.

As counterclaimants cannot claim injury for a situation they cause the counterclaim is barred by the doctrine of estoppel.

Seventh Affirmative Defense

The Counterclaim is barred by the doctrine of Failure of Consideration: Counterclaimants may only recover for breach of contract if they themselves performed their end of the bargain.

The record shows that counter-defendants' tendered funds at settlement for hazard insurance. The record fails to show that counter-defendants' funds were ever applied to a hazard insurance policy. The hazard insurance policy delivered into escrow by the counterclaimants was cancelled before the instant parties attempted to contract.

As the record fails to show that counterclaimants applied counter-defendants' funds to any hazard insurance policy and have failed to produce evidence of the disposition of said funds, counterclaimants have failed to fully perform their end of the bargain and the counterclaim is barred by the doctrine of failure of consideration.

Eight Affirmative Defense

The Counterclaim is barred by the doctrine of Laches: Counter-defendants sent a rescission notice to counterclaimants on February 18, 2014. If counterclaimants sought to obtain the property without returning counter-claimants' funds, that would have been the time for them to bring this action.

Counterclaimants allege an invasion by counter-defendants of counterclaimants' right to the possession property.

Counterclaimants waited over ten months after receiving counter-defendants' rescission notice before to raising their claim, and then only as a counterclaim to the petition counter-defendants filed to protect their rights and enforce rescission.

Counter-defendants had no knowledge or notice that counterclaimants would assert any right on which the counterclaim is based.

Injury or prejudice will be done to counter-defendants in the form of excessive damages alleged by counterclaimant as a result of counterclaimants' unreasonable delay in asserting a claim in the event the counterclaim is not held to be barred.

Ninth Affirmative Defense

The Counterclaim is barred by the doctrine of Unclean Hands: At settlement counter-defendants tendered to counterclaimants funds to be delivered to a hazard insurance policy. The record fails to show evidence of funds delivered to a hazard insurance policy or that a hazard insurance policy was put in place.

Counterclaimants have stated in writing as late as March 2015 that counter-defendants' settlement funds were delivered to a hazard insurance policy in spite of evidence to the contrary, and have failed to produce evidence of said delivery in spite of written requests from counter-defendants.

Counterclaimants' failure to either deliver counterclaimants' settlement funds to a hazard insurance policy, or to produce evidence accounting for the disposition of said

funds constitutes unclean hands on their part and bars the counterclaim in whole or in part.

Tenth Affirmative Defense

The Counterclaim is barred by fraud: Based on false representations made by counterclaimants, at settlement counter-defendants tendered funds to counterclaimants to be delivered to a hazard insurance policy.

Relying on counterclaimants' false representations that the funds would be applied to a hazard insurance policy, counter-defendants began paying monthly escrow impounds for hazard insurance.

Counter-defendants subsequently discovered that the settlement funds had not been delivered to a hazard insurance policy and that counter-defendants' monthly hazard insurance escrow payments had not been applied to a hazard insurance policy.

Counterclaimants and other parties have failed to produce an accounting for, or evidence of the disposition of, hazard insurance payments made by counter-defendants in spite of multiple written demands that they do so.

Counterclaimants and other parties have failed to return counter-defendants funds upon written demand and have harmed counter-defendants thereby.

Rather than return the funds, counterclaimants have falsely stated in writing that counter-defendants' funds were delivered to a hazard insurance policy and now cause additional harm to counter-defendants by seeking to eject counter-defendants from property that counter-defendants have already made a conditional offer to deliver.

WHEREFORE Counter-Defendants Robert F. Sartori and Katherine F. Sartori demand judgment against the counterclaimants, together with such other and further relief as the Court may deem reasonable and just under the circumstances.

Respectfully submitted this the __ day of February, 2016.

Robert F. Sartori

PO Box 24

McIntosh, New Mexico

and

Katherine F. Sartori

PO Box 24

McIntosh, New Mexico