

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

Upon Original Jurisdiction

Case No _____

STATE OF WEST VIRGINIA, ex rel.

HOWARD STONE and

PATRICIA ADAMS

Petitioner,

v.

MAC WARNER,
SECRETARY OF STATE
OF THE STATE OF WEST VIRGINIA,
And TALLY REED,

Respondents.

.....
APPENDIX TO EMERGENCY PETITION FOR MANDAMUS
.....

Patrick Lane (WV Bar 8566)
The Lane Law Firm
5402 Morning Dove
Cross Lanes, WV 25313
304-545-5263
patrick.lane@wvlanclaw.com
Counsel for Petitioner

April 24, 2018

CERTIFICATE OF ACCURACY OF APPENDIX CONTENTS

I, Patrick Lane, counsel for Petitioners, hereby certify, that the contents of this Appendix are, to the best of my knowledge and belief, are accurate copies of the items that I have described in the Table of Contents of this Appendix and Emergency Petition for Writ of Mandamus to which this Appendix is appended.



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Counsel for Petitioners

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State of West Virginia



I, Mac Warner, Secretary of State of the State of West Virginia hereby certify that

The State Election Commission has disqualified candidates for the Republican Party House of Delegates race in District 36 and District 39, the attached is an updated true and accurate list of all the candidates for federal office, vacant judicial seats, districts larger than one county, and Greater Huntington Park and Recreation district, who have properly filed Certificates of Announcement according to the provisions W. Va. Code § 3-5-7 for the Primary Election to be held on May 8, 2018, and who shall be placed on the Primary Election ballots of the respective political parties, in each respective county.

Given under my hand and the Lesser Seal of the State of West Virginia this 12th day of March 2018

Mac Warner

*Mac Warner
Secretary of State*



000001

List Of Candidates For 05/08/2018 -- PRIMARY 2018

Office/District Division	Party	Candidate	Address	City	County / State
	Democrat	CORY CHASE	1602 APPALACHIAN HWY Dry Fork WV 26263	Dry Fork	Tucker
54th Delegate District					
	Republican	JASON I. BOWEN	66 MAIN ST Maysville WV 26533	Maysville	Grant
	Republican	JOHN PAUL HOTT II	180 TEAR COAT RD Petersburg WV 26847	Petersburg	Grant
	Republican	KEITH L. FUNKHOUSER	681 HILLCREST DRIVE New Creek WV 26743	New Creek	Mineral
55th Delegate District					
	Republican	JON HOF	3160 PINE RIDGE RD Wardensville WV 26851	Wardensville	Hardy
	Democrat	ISAAC SPONAUGLE	756 THORNY MEADOWS RD Franklin WV 26807	Franklin	Pendleton
56th Delegate District					
	Republican	CHARLES VON HAGEL	415 VANCE DAVY LANE Burlington WV 26710	Burlington	Mineral
	Republican	GARY G. HOWELL	14221 FORT ASHBY RD Keyser WV 26726	Keyser	Mineral
	Republican	LUKE MCKENZIE	442 BOBWHITE DRIVE Keyser WV 26726	Keyser	Mineral
	Democrat	TIMOTHY RYAN	131 SOUTH ROBIN DRIVE Carpendale WV 26753	Carpendale	Mineral
	Democrat	WILL SKEHAN	40 KNOBLEY STREET Ridgeley WV 26753	Ridgeley	Mineral
57th Delegate District					
	Republican	RUTH ROWAN	4070 SLANESVILLE PIKE Points WV 25437	Points	Hampshire
58th Delegate District					
	Republican	DARYL E. COWLES	2612 MARTINSBURG ROAD Berkeley Springs WV 25411	Berkeley Springs	Morgan
	Democrat	BIBI HAHN	228 SPRING VALLEY DRIVE Berkeley Springs WV 25411	Berkeley Springs	Morgan
59th Delegate District					

List Of Candidates For 05/08/2018 -- PRIMARY 2018

Office/District Division	Party	Candidate	Address	City	County / State
	Republican	LARRY D. KUMP	39 RECLUSE ROAD Falling Waters WV 25419	Falling Waters	Berkeley
	Republican	TALLY RANELS REED	11348 MARTINSBURG RD Hedgesville WV 25411	Hedgesville	Morgan
	Democrat	JOHN ISMER	1 PACIFIC BOULEVARD Hedgesville WV 25427	Hedgesville	Berkeley
60th Delegate District	Republican	LARRY W FAIRCLOTH SR.	186 DIAMANTE DRIVE Inwood WV 25428	Inwood	Berkeley
	Republican	S. MARSHALL WILSON	748 GRIMALDI WAY Hedgesville WV 25427	Hedgesville	Berkeley
61st Delegate District	Republican	ANTHONY J VITALE	233 N TENNESSEE AVE Martinsburg WV 25401	Martinsburg	Berkeley
	Democrat	JASON BARRETT	1125 WEST KING STREET Martinsburg WV 25401	Martinsburg	Berkeley
62nd Delegate District	Republican	KEVIN R. BOLEN	568 TEMPLE DRIVE Falling Waters WV 25419	Falling Waters	Berkeley
	Republican	TOM BIBBY	264 TRAMMEL LANE Falling Waters WV 25419 - 7095	Falling Waters	Berkeley
	Democrat	CYNTHIA TOODLE	84 EFFIE LANE Martinsburg WV 25404	Martinsburg	Berkeley
6.3rd Delegate District	Republican	DAVY JONES	604 MYERS BRIDGE ROAD Martinsburg WV 25404	Martinsburg	Berkeley
	Republican	JOHN HARDY	182 MANDELA ROAD Shepherdstown WV 25443 - 0000	Shepherdstown	Berkeley
	Republican	PAM BRUSH	44 LACOSTA BOULEVARD Martinsburg WV 25405	Martinsburg	Berkeley
	Republican	SAMSON WRIGHT	2277 GREENSBURG ROAD Martinsburg WV 25404	Martinsburg	Berkeley
	Democrat	SAM BROWN	125 TURNER DRIVE Martinsburg WV 25404	Martinsburg	Berkeley
6.4th Delegate District					

2018 ELECTIONS CALENDAR



WEST VIRGINIA SECRETARY OF STATE'S OFFICE
ELECTIONS DIVISION

Office Main: 1-304-558-6000
Toll-Free Number: 1-866-767-8683
elections@wvsos.com

2018 ELECTIONS IN WEST VIRGINIA

PRIMARY ELECTION – May 8, 2018

GENERAL ELECTION – November 6, 2018

Races on the ballot in 2018:

U.S. Senate

U.S. House of Representatives

State Senate

House of Delegates

County Commission

Board of Education

Conservation District Supervisor

Greater Huntington Park & Recreation District

State Executive Committee

District Executive Committee (Congressional, Senatorial & Delegate)

County Executive Committee

COMPUTATION OF TIME

"If any applicable provision of this code or any legislative rule or other administrative rule or regulation . . . designates a particular date on, before or after which an act, event, default or omission is required or allowed to occur, and if the particular date designated falls on a Saturday, Sunday, legal holiday or designated day off, then the date on which the act, event, default or omission is required or allowed to occur is the next day that is not a Saturday, Sunday, legal holiday or designated day off."

- W. Va. Code § 2-2-1(e)

"When a proceeding is directed to take place or any act to be done on any particular day of the month or within any period of time prescribed or allowed . . . if that day or the last day falls on a Saturday, Sunday, legal holiday . . . the next day that is not a Saturday, Sunday, legal holiday . . . shall be deemed to be the one intended . . ."

- W. Va. Code § 2-2-2(a)

"Accordingly, in the opinion of the Attorney General, where the last day upon which an act must, or may, be done falls upon a Sunday, the Monday following should be considered as the last day upon which the act can be done."

- See Report and Opinions of the Attorney General, pages 216-17 (1941)

STATE OF WEST VIRGINIA
Candidate's Certificate of Announcement for 2018 Elections
(W. Va. Code §3-5-7)

THIS FORM MUST BE COMPLETE IN ORDER TO BE ACCEPTED. READ INSTRUCTIONS CAREFULLY.

(1) Date of Election:

Primary - May 8, 2018 General - November 6, 2018 Expired Term



(2) Name of Office Sought: House of Delegates

(3) District: 59

(4) Candidate's Legal Name: Tally Ranelis Reed
(First, middle and last name)

(5) Candidate's Name to Appear on Ballot: Tally Ranelis Reed
(Limited to 25 characters)

(6) I am a Resident and Legally Qualified Voter of the County of: Morgan

(6)(a) Magisterial District (if applicable): _____

(7) Current Residence Address
(Specific address where candidate resides at time of filing):
11348 Martinsburg Rd
Hedgesville, WV 25411

(8) Mailing Address
(If different from residence address above):
261 Berkmore Place, Suite 1C
Berkeley Springs, WV 25411

304-258-1929
Daytime Phone (for public use)

TallyRanelisReed@gmail.com
Email Address (for public use)

304-754-5800
Campaign Phone (for public use)

Campaign Website

Friends of Tally Ranelis Reed
Campaign Committee Name (if applicable)

(9) For Partisan Elections only:

I am a Member of and Affiliated with the Following Political Party: Republican. By filling out this space, I hereby certify and attest that I am a member of and affiliated with this political party as evidenced by my current voter's registration and I have not been registered as a member of another political party within sixty (60) days of this date, pursuant to W. Va. Code §3-5-7(d)(6).

I swear and affirm that I am a candidate for this office in good faith, that I am eligible and qualified to hold this office and that the information provided on this form is true.

Tally R. Reed
Candidate's Signature (Must be notarized)

1/25/18
Date

(Notary Public Use Only)

State of WEST VIRGINIA County of BERKELEY

Subscribed and sworn to before me this 25TH

day of JANUARY, 2018

Signature of Notary Public or official authorized to give oaths





000007

REAL ESTATE TAX BOOK
STATE OF WEST VIRGINIA

DATE

100	NAME	COUNTY	TOWNSHIP	MAP	SECTION	LOT	ACRES	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	102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(Fee Book #3123) (\$99.00 State & County Property Transfer Stamps
\$33.00 Surcharge \$ 132.00 Total)

418

19.61 acres?

T. R. R.

DEED

THIS DEED, made and entered into this 10th day of December, 1992, by and between VINCENT PIRRO INDUSTRIES, INC., a Maryland corporation, to KENNETH R. REED and TALLY R. RANELS, or to the survivor, Grantees and parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, receipt of which is also hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey unto the parties of the second part, or to the survivor, as joint tenants and not as tenants in common, survivorship between said parties of the second part being hereby expressly intended, and upon the death of either of said parties his or her share to go to the survivor, with covenants of general warranty and against all liens and encumbrances the following described parcel of real estate together with all rights, privileges, improvements, rights-of-way and appurtenances thereunto belonging or in anywise appertaining, situate in Allen District, Morgan County, West Virginia and more particularly described as follows:

BEGINNING at (1) an oak stump and fence post, corner to I. Dolly on the westernly margin of West Virginia State Route No. Nine, thence with the line of Dolly N. 23°-49'-42" W. 282.79 feet to an iron peg corner to Dolly and Hovermale, continuing same with Hovermale 458.71 feet (741.5 feet in all) to (2) black oaks, white oaks, and a spring, thence N. 44°-48'-28" W. 612.73 feet to (3) a wood fence post and fence corner, corner to Hovermale, thence N. 42°-02'-11" W. 545.69 feet to a number five rebar (found) corner to L. Somers continuing same with Somers 327.24 feet more (872.93 feet in all) to (4) a planted stone (found) corner to Somers in the line of J. W. Hovermale N. 46°-45'-31" E. 807.3 feet to (5) a number five rebar (found) in an old stump corner to J.



419

S. $56^{\circ} - 58' - 41''$ W. 209.47 feet to the Point of Beginning containing 39.61+/- acres.

Excepting and reserving that 20 acres conveyed from the Vincent Pirro Industries, a Maryland corporation to Kenneth R. Reed and Tally R. Ranelis by deed dated December 8, 1992 and recorded immediately prior hereto, said real estate more particularly described as follows:

164/561

BEGINNING at a found 5/8 inch rebar at the remains of a large white oak stump, northernmost corner to the original tract of which this parcel is a part, and corner to Terry A. Hovermale (DB 125, Pg. 21) and corner to Fay S. Swaim (DB 134, Pg. 637), thence with said Swaim S. $46^{\circ} 47' 42''$ E. 1503.13 feet to a found 10 inch locust snag at a fence corner, corner to H. W. Dawson (DB 50, Pg. 179), thence with said Dawson S. $34^{\circ} 55' 10''$ W. 473.88 feet to a found 5/8 inch rebar, thence S. $32^{\circ} 43' 12''$ E. 22.32 feet to a 5 inch diameter round fence post, thence S. $67^{\circ} 08' 07''$ E. 303.60 feet to a found 5/8 inch rebar in a fence row, thence S. $51^{\circ} 18' 29''$ W. 250.10 feet to a found 5/8 inch rebar on the northern margin of a 40 foot right-of-way which leads southeasterly to West Virginia State Route 9 southwest of and adjacent to the line between said Dawson and the original tract of which this parcel is a part, thence through said original tract by a new division line N. $41^{\circ} 56' 44''$ W. 40.00 feet to the northernmost terminus of said 40 foot wide right-of-way, the same course continued 1845.43 feet farther (in all 1885.43 feet) to a set 5/8 inch rebar in the line of the aforesaid Hovermale, being N. $47^{\circ} 43' 59''$ E. 348.56 feet from a found planted stone, thence with said Hovermale N. $47^{\circ} 43' 59''$ E. 458.46 feet to the BEGINNING, containing 20.00 acres more or less, as surveyed by Charles P. Dawson, WV LLS No. 808, on October 5, 1992, and as shown on Berkeley Land Surveys Plat No. 92206, said plat of record in the Office of the Clerk of the County Commission of Morgan County, West Virginia in Deed Book 164, at page 310.

TOGETHER WITH the above-described 40 foot wide right-of-way which leads southeasterly to West Virginia State Route 9, the location of said right-of-way as clearly shown on said Plat No. 92206.

AND BEING a part of that same parcel of real estate as was conveyed from Henry W. Dawson, unmarried, to Vincent Pirro Industries, Inc., a Maryland corporation, by deed dated the 29th day of ^{October} 1992, of record in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Deed Book 122, at page 355.

THIS CONVEYANCE IS SUBJECT TO all public utility easements,

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WITNESS the following signature and seal:

VINCENT PIRRO INDUSTRIES, INC.
a Maryland corporationBy: Vincent Pirroits: President

STATE OF MARYLAND,

COUNTY OF Howard, to-wit:

The foregoing instrument was acknowledged before me this 10
day of December, 1992 by Vincent Pirro, President
of Vincent Pirro Industries, Inc., a Maryland corporation, for the
corporation.

(CORPORATE SEAL)

Martha G. Embury
NOTARY PUBLIC

My Commission Expires:

Feb. 8, 1994

(PLACE OF NOTARIAL SEAL)

THIS DOCUMENT PREPARED BY:

Stephen M. Mathias
BOWLES, RICE, MCDAVID, GRAFF & LOVE
P.O. Drawer 1419
Martinsburg, WV 25401

Morgan County
 Kimberly Nickles, Clerk
 Instrument 041075
 11/27/2017 @ 11:57:16 AM
 DEED OF TRUST
 Book 425 @ Page 496
 Pages Recorded 3
 Recording Cost \$ 25.00

496

(Space Above This Line For Recording Data)

COMMERCIAL REAL ESTATE DEED OF TRUST

This COMMERCIAL REAL ESTATE DEED OF TRUST ("Security Instrument") is made on November 20, 2017 by the grantor(s) Kenneth R Reed and Tally R Reed, whose address is 4253 Martinsburg Rd, Berkeley Springs, West Virginia 25411-5059 ("Grantor"). The trustee is Douglas B. Ernest, whose address is 514 Market Street, Parkersburg, WV 26101-0000 ("Trustee"). The beneficiary is United Bank whose address is 450 Foxcroft Ave, Martinsburg, West Virginia 25401 ("Lender"), which is organized and existing under the laws of the State of Virginia. Grantor owes Lender the principal sum of Five Hundred Thousand and 00/100 Dollars (U.S. \$500,000.00), which is evidenced by the promissory note dated November 20, 2017. Grantor in consideration of this loan and any future loans extended by Lender up to a maximum principal amount of Five Hundred Thousand and 00/100 Dollars (U.S. \$500,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Morgan, State of West Virginia:

Address: 261 Berkmore Place Suite 1C, Berkeley Springs, West Virginia 25411
 Legal Description: See Attached Exhibit "A"

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Reed's Real Estate, L.L.C. to United Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security

Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). This Security Instrument covers and the term Indebtedness includes all renewals, extensions, refinancings, modifications, replacements, substitutions and changes in form of the note or notes described above and now or hereafter owing from Grantor to Lender.

FUTURE ADVANCES. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note. All future advances made pursuant to the Note are intended to be obligatory in nature.

CROSS COLLATERALIZATION. It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred, except any obligation existing or arising against the principal dwelling of any Grantor.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens, except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of

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the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in it. If Lender chooses to invoke the power of sale, Lender or Trustee will provide notice of sale pursuant to applicable law. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the

500

powers as the court making the appointments confers. Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

TRUSTEES AND SUBSTITUTION OF TRUSTEES. It is hereby expressly covenanted and agreed to by all parties hereto that Lender may, at any time and from time to time hereafter, without notice, appoint and substitute another Trustee or Trustees, corporations or person, in place of the Trustee herein named to execute the trust herein created. Upon such appointment, either with or without a conveyance to said substituted Trustee or Trustees by the Trustee herein named, or by any substituted Trustee in case the said right of appointment is exercised more than once, the new and substituted Trustee or Trustees in each instance shall be vested with all the rights, titles, interests, powers, duties and trusts in the premises which are vested in and conferred upon the Trustee herein named; and such new and substituted Trustee or Trustees shall be considered the successors and assigns of the Trustee who are named herein within the meaning of this Security Instrument, and substituted in their place and stead. Each such appointment and substitution shall be evidenced by an instrument in writing which shall recite the parties to, and the book and page of record of, this Security Instrument, and the description of the real property herein described, which instrument, executed and acknowledged by Lender and recorded in the office of the Clerk of the County Commission of the County wherein the Property is situated, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, and notice of such proper substitution and appointment to all parties in interest.

The Trustee, or either of them or the survivor thereof, may act in the execution of this trust and in the event either of the Trustee shall act alone, the authority and power of the Trustee so acting shall be as full and complete as if the powers and authority granted to the Trustee herein jointly had been granted to such Trustee alone. Either or both of the Trustee are hereby authorized to act by agent or attorney in the execution of this trust, and it shall not be necessary for any Trustee to be present in person at any foreclosure sale.

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns and successors of Grantor.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective: (i) when it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Any such notice shall be addressed to the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Grantor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisement rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of West Virginia including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

UNIFORM COMMERCIAL CODE (U.C.C.) Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. Grantor agrees that this Security Instrument shall suffice as a financing statement and may therefore be filed of record as a financing statement for the purposes of Article 9 of the Uniform Commercial Code. Grantor authorizes Lender to file any financing statements required under the Uniform Commercial Code.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.


 Kenneth R Reed
 Individually
 11/21/2017
 Date


 Tally R Reed
 Individually
 11/21/2017
 Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WEST VIRGINIA)
)
 COUNTY OF Berkeley)

The foregoing instrument was acknowledged by Kenneth R Reed and Tally R Reed, before me on November 21, 2017. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: 12/18/2021


 Identification Number



502

THIS INSTRUMENT PREPARED BY:
United Bank
450 Foxcroft Ave
Martinsburg, WV 25401-0000

AFTER RECORDING RETURN TO:
United Bank
450 Foxcroft Ave
Martinsburg, WV 25401-0000

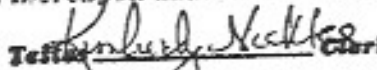
Exhibit "A"

All that certain lot or parcel of real estate with improvements thereon and appurtenances thereunto belonging, situate, lying and being in Bath District, Morgan County, West Virginia:

Beginning at a 5/8 inch rebar, set, from which point the northeast corner to the original tract bears N 60° 07' 48" E, 812.11 feet; thence, S 41° 44' 37" W, 102.09 feet to 5/8 inch rebar, set, corner to Parcel A; thence, running with the lines of Parcel A for the following three courses, S 54° 46' 10" W, 150.86 feet to 5/8" inch rebar, set; thence, N 47° 05' 53" W, 83.19 feet to a 5/8 inch rebar, set; thence, N 38° 44' 42" W, 151.20 feet to 5/8 inch rebar, set; thence, leaving said Parcel A, N 54° 57' 38" E, 319.68 feet to 5/8 inch rebar, set; thence, S 23° 34' 10" E, 212.64 feet to the point of beginning, and containing 1.500 acres, as surveyed by Michael M. Crawford, West Virginia Licensed Land Surveyor No. 534 on August 6, 2002, as shown on Berkeley Land Surveys Plat No. 2002145 as Parcel "C", which is recorded in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Deed Book 200, at page 207, to which reference is hereby made.

TOGETHER WITH a forty feet (40') wide right-of-way for access leading from U.S. Route 522 to the parcel herein conveyed as shown on the engineering plans of Berkmore Investments Partnership.

FURTHER TOGETHER WITH the right to use in common with the owners of Parcel A and Parcel B as designated on the above referenced plat, a non-exclusive easement appurtenant to and for the benefit of Parcel C over, in, upon, and across portions of Parcel A and B for the purpose of parking of passenger vehicles and pedestrian and vehicular traffic of the owner of Parcel C and its respective heirs, successors, grantees, mortgagees, tenants, and subtenants, and the officers, directors, concessionaries, employees, customers, visitors, and other licensees and invitees of any of them, and the ingress, egress, and regress of any of the above designated persons, and their passenger vehicles, to any and from any portion the remaining real estate of Berkmore Investments Partnership and the public streets adjacent thereto. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the remainder of the real estate of Berkmore Investments Partnership, Parcel A and Parcel B to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purpose expressed herein.

County Clerk's Office
Morgan County, West Virginia NOV 27 2007
The foregoing writing, was this day presented
in said office and thereupon admitted to record
at 11:52
Teffy  Clerk

JUDGE MCLAUGHLIN

Committed to Justice, Family & Community.

Friends of Debra McLaughlin

*4253 Martinsburg Road
Berkeley Springs, WV 25411*

Dear Ms.

My name is Bill Wright. I am a volunteer serving on the committee, 'Friends of Debra McLaughlin'. Following Judge Yoder's passing, the governor appointed Debra McLaughlin to fill his vacancy in WV's 23rd Judicial Circuit Court. After her appointment, Judge McLaughlin decided to campaign for this position in the election to be held on Tuesday May 8, 2018.

I have known Debbie and her husband, Kevin, for almost 20 years. We met while I coordinated the opening of Kevin's surgical practice and I am honored to be a Godparent of their eldest daughter. Debra has the credentials and, as former Morgan County Prosecutor, the years of trial experience needed to qualify her to be a Circuit Court Judge; but more so, she has the required work ethic, integrity and common sense. Without reservation, I wholeheartedly endorse Debra for this judgeship. I am writing to ask you for your vote and for you to consider using your personal influence to elect her.

The election of a judge is nonpartisan (neutral toward any particular political group); so voting by party affiliation is not a great concern. However, Debra faces this challenge. The 23rd Circuit Court is comprised of the entire Eastern Panhandle and while her name is well known in Morgan County, it is much less recognized in Jefferson and Berkeley Counties and when a voter does not recognize a candidate's name, they tend to vote for a candidate from their 'home' county. Because the majority of 'eastern panhandle' voters live in Jefferson and Berkeley we must increase Debra McLaughlin's name recognition in those counties.

Debbie is attempting to reach voters through personally attending parades, dinners and the website judgemclaughlin.com; however, there is only so much time a 'sitting judge' can dedicate to personal campaigning. In order to effectively obtain the desired name recognition, it is necessary to utilize costly conventional promotional outlets.

Because campaigning for a judgeship is non-partisan, Judge McLaughlin will not receive funding from any political party and obviously, she cannot directly solicit contributions. So, the challenge of fundraising is left to supporters like me. If you agree that the election of well qualified judges is important, I ask you to consider making a contribution. If you would like to do so, please see the enclosed.

Thank You,



William E. Wright, III

Secretary, Friends of Debra McLaughlin

Paid for by 'Friends of Debra McLaughlin'

0000/0

JUDGE MCLAUGHLIN

Constituted to Justice, Term 5 Commences

4253 Martinsburg Road, Berkeley Springs, WV 25411

FRIENDS OF DEBRA MCLAUGHLIN

C/O Tally Reed, Treasurer
4253 Martinsburg Road
Berkeley Springs, WV 25411

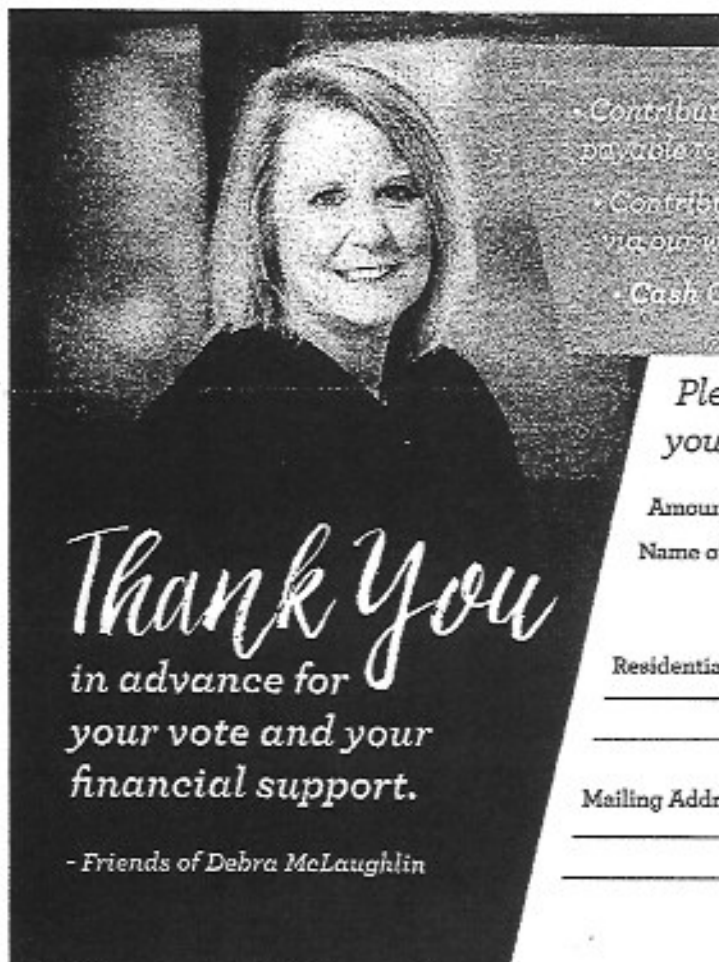
Obviously, campaigning is expensive and we can't do this effectively without grassroots financial support.

If you value electing a judge possessing qualities of humility and integrity, who serves impartially and with an even hand, please join us by making a personal contribution in any amount and (more important) vote for Judge Debra McLaughlin on Election Day "Tuesday May 8, 2018".

Debra McLaughlin currently serves as a Judge in West Virginia's (Eastern Panhandle) 23rd Judicial Circuit Court.

We, the committee 'Friends of Debra McLaughlin', know her well and are working to make Judge McLaughlin's name and qualifications known. For this reason, we are reaching out to you.

The Law: The value of an individual's contribution must not exceed \$1,000 per primary election and \$1,000 per general election. For all contributions, the contributor, contribution amount and date received must be reported (also address, occupation & employer if over \$250). Contributions are not tax deductible but are needed and appreciated!



Thank You
in advance for
your vote and your
financial support.

- Friends of Debra McLaughlin

- Contributions by Check cannot be more than \$1,000 (Make Payable: Friends of Debra McLaughlin)
- Contribution by Debit or Credit Card can be made via our website at judgemclaughlin.com
- Cash Contributions cannot be more than \$50

Please complete and mail this form with your contribution.

Amount Enclosed \$ _____ Date _____

Name of Contributor _____

- If contributing more than \$250, please also provide -

Residential Address _____ Contributor's Occupation _____

Mailing Address (if different) _____ Place of Employment _____

- Paid for by Friends of Debra McLaughlin -

Friends of Debra McLaughlin
4253 Martinsburg Road
Berkeley Springs, WV 25411

JUDGE MCLAUGHLIN

Martinsburg, WV 25401

0 0 0 0 2 2

25401*9999

BALTIMORE, MD 212

13 JAN 2013 14:51

Voter Information:

Prefix Name:
 Voter's Name: TALLY REED
 Date of Birth: 06/18/1969
 Voter ID: 000653538
 Driver's License No.:
 Email:

Residence Address:

Address: 11348 MARTINSBURG RD
 Unit:
 City & County: HEDGESVILLE - MORGAN
 State: WV
 Zip: 25427

Miscellaneous:

Gender: Female
 Absentee Ballot Type:
 Registration Type: In Person With Verification
 Type of Identification: Drivers License
 Current Party: Republican
 Previous Precinct: 02

Mailing Address:

Street No.: 261
 Address: BERKMORE PLACE SUITE 1C
 Unit:
 City: BERKELEY SPRINGS
 State: WV
 Country & Zip: US 25411

Status Information:

Reg. Effective Date: 01/28/1996
 Current Status: Active
 Last Active Date:
 Rej/Can Date:
 Rej/Can Reason:

Memo:

HAD TO CORRECT THE TOWN THAT THE VOTER LIVED IN. OFFICE ERROR - 01/26/2018

Districts

Previous Precinct: 02

Congressional: 0002

Senatorial: 0015

Delegate: 0059

Voting Areas	District	Precinct	Ward	Polling Place
County Precinct:		23		PLEASANT VIEW ELEMENTARY
Municipal Precinct:				
Magisterial District:	EAST MAG. DIST. 3	23		

Voter Information

Voter Name: TALLY REED
 Date of Birth: 06/18/1969
 Voter ID: 000653538

Previous Names:

Date Changed	Prefix	Last Name	First Name	Middle Name
01/03/2018		REED	TALLY	RANELS

Voter Information

Voter Name: TALLY REED
 Date of Birth: 06/18/1969
 Voter ID: 000653538

Previous Addresses:

Date Changed	Number	Street	Unit	City	State	Zip Code
01/03/2018	4253	MARTINSBURG ROAD		BERKELEY SPRINGS	WV	25411
01/03/2018	11348	MARTINSBURG ROAD		BERKELEY SPRINGS	WV	25411
11/22/2002		RT 7 BOX 13490		BERKELEY SPRINGS	WV	25411

09/27/2000

RT 2 BOX 285 C

BERKELEY SPRINGS

WV

25411



Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

Previous Rejection/Cancellation History:

Rejection/Cancellation Date	Date Changed	Status	Reason for Rejection/Cancellation
-----------------------------	--------------	--------	-----------------------------------



Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

Correspondence History:

Date Sent / Received	Notice Type	Reprint
01/26/2018	Disposition	
01/03/2018	Disposition	
09/04/2013	Disposition	



Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

Previous Parties:

Date Changed	Party Name
09/04/2013	No Party Affiliation



Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

Previous Petitions:

Election Date	Petitions
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Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969

Voter ID: 000653538

Audit History:

Audit Date/Time	Type	Date Changed	Change Reason	Changed User ID	Type of Change
01/26/2018 1:29:16 PM	Change	01/03/2018	County Clerk	JOYCE	Address
01/03/2018 2:22:44 PM	Change	01/03/2018	Voter	JOYCE	Name, Address, Phone, Other
09/04/2013 10:34:08 AM	Change	09/04/2013	Voter	CATHY2	Party

Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

Previous Election History:

Election Date	Election Type	Category	Entry Type	Provisional Ballot	Id Produced	Reason	Status	Comments	County Voted	Precinct Voted	User ID
10/07/2017	Special	StateWide	Early Voting	N							
11/08/2016	General	StateWide	Early Voting	N							
05/10/2016	Primary	StateWide	Early Voting	N							
11/04/2014	General	StateWide	Early Voting	N							
05/13/2014	Primary	StateWide	Early Voting	N							
05/11/2013	Special	County	Early Voting	N							
11/06/2012	General	StateWide	Early Voting	N							
05/08/2012	Primary	StateWide	Regular								
10/04/2011	General	StateWide	Regular								
11/02/2010	General	StateWide	Regular								
11/04/2008	General	StateWide	Early Voting								
11/07/2006	General	StateWide	Early Voting								
11/02/2004	General	StateWide	Regular								
11/05/2002	General	StateWide									
11/07/2000	General	StateWide		Y			Challenge Not Removed				
11/05/1996	General	StateWide		Y			Challenge Not Removed				

Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

000025

Voter Registration Cards:



Voter Information

Voter Name: TALLY REED
Date of Birth: 06/18/1969
Voter ID: 000653538

Candidate History:

Candidate ID	Candidate Ballot Name	Election Date -- Name	Office	Won/Loss
9936	TALLY RANELS REED	05/08/2018 -- PRIMARY 2018	HOUSE OF DELEGATES VOTE FOR 1	No
7680	TALLY RANELS REED	05/10/2016 -- PRIMARY 2016	DELEGATE TO NATIONAL CONVENTION - AT LARGE	No



Notes: Use Ctrl + Right/Left arrow in keyboard to navigate other tabs. *Corr.=Correspondence *Ele.=Election *Hist.=History
*Reg.Cards=Registration Cards

MORA H KESSECKER
 MORGAN County 04:22:54 PM
 Instrument No 834354
 Date Recorded 10/17/2016
 Document Type DEED
 Pages Recorded 2
 Book-Page 259-535
 Recording Fee \$11.00
 Transfer Tax \$682.00
 HB4331 Tax \$341.00
 Additional \$25.00

THIS DEED, made and entered into this **October 14, 2016**, by and between **Jean Lorraine McDonald**, party of the first part, **GRANTOR**, and **Reed's Real Estate, L.L.C.**, a West Virginia limited liability company, party of the second part, **GRANTEE**.

WHEREAS Robert O. McDonald died on May 10, 2015, seised and possessed of an undivided one-half interest in the following described real estate, and by the survivorship provisions of said deed, Jean Lorraine McDonald, became the sole owner of the real estate described herein.

NOW THEREFORE WITNESSETH: That for and in consideration of the sum of **TEN DOLLARS (\$10.00)** cash in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, and for other good and valuable consideration, receipt of which is also hereby acknowledged by the said first party, the party of the first part does hereby grant, bargain, sell and convey to the party of the second part, with covenants of general warranty and free from all liens and encumbrances, excepting rights-of-way for public roads and utilities for domestic service, all that certain parcel of real estate, together with all the rights, rights-of-way, easements, privileges, improvements and appurtenances belonging thereto, situate in **Sleepy Creek District, Morgan County, West Virginia**, more particularly described as follows:

Beginning at an iron pin in the westerly side of W.Va. State Route No. 9, thence N. 17° W., 239 feet, with said State Route No. 9, to a point in the driveway to the store; thence with the old church lot line, N. 77° W. 220 feet; thence S. 5° W. 244 feet; down a hollow to an iron pin, corner to a reserved strip; thence with said reserved strip S. 80° E. 298 feet to the point of beginning, containing 212 square rods, more or less, as shown by a plat of same made by T. J. Snyder, bearing date the 24th day of July, 1962.

This conveyance is made subject to utility easements of record.

BEING the same real estate granted and conveyed unto Jean Lorraine McDonald and Robert O. McDonald, by Jean Lorraine McDonald and Robert O. McDonald, by deed dated January 18, 1985, of record in the Office of the Clerk of the County Commission of Morgan County, West Virginia, in Deed Book 130 at page 737.

Under penalty of perjury, the undersigned declare(s) that he/she/each is a resident of the State of West Virginia and is not subject to the withholding required by §11-21-71b (c)(1) of the West Virginia Code.

DECLARATION OF CONSIDERATION OR VALUE

The true and actual value of the property transferred by the document to which this declaration is appended is, to the best of my knowledge and belief, **\$155,000.00**.

1834354

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WITNESS the following signature(s) and seal(s):

Jean Lorraine McDonald (SEAL)
Jean Lorraine McDonald

STATE OF WEST VIRGINIA
COUNTY OF MORGAN, to-wit:

I, *Berkeley*
Jennifer Wood, a Notary Public in and for the abovesaid County and State, do hereby certify that **Jean Lorraine McDonald** whose name(s) is/are signed to the writing hereto annexed, bearing date **October 14, 2016**, has/have this day acknowledged the same before me in my said County and State.

Given under my hand this *14th* day of **October, 2016**.

My commission expires: *Sept 3, 2019*.



Jennifer Wood
NOTARY PUBLIC

This instrument was prepared by
George I. McVey
Trump & Trump, LC
171 South Washington Street
Berkeley Springs, WV 25411
(304) 258-1414/kat
File 27274

County Clerk's Office
Morgan County, West Virginia
OCT 17 2016
The foregoing writing, this day presented
in said office and thereupon admitted to records
at *4:22* P.M. *[Signature]*



CHS II = Values

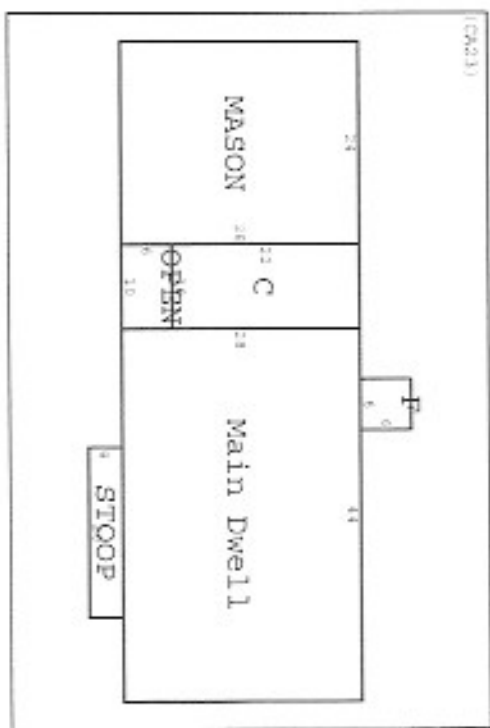
(CA12) PARCEL ID 07-9-0019-0000-0000 DEED B/D 259 / 595 CARD NO. 2 OF 1 TAX YEAR 2019 TIERBACK 0000 APT ID 00000000
 ADDRESS ROUTE 9 RESTRICTION (CA11)-----DWELLING DESCRIPTION---
 REHD 7008 (CA11)-----OWNER INFO-----
 LOR 101 (CA11)-----DEVELOPER INFO-----
 LIV UNIT 1 REEDS REAL ESTATE LLC (CA13)-----FACTS INFORMATION-----
 TX CLASS 3 4253 MARSHBURG RD DATE TYP PRICE SR VAL
 ZONING 2010M 10/14/16 2 195,000 1 0
 PROF. CL R HERRELLY SPRINGS WV 25411

(CA12)-----PROPERTY FACTORS----- (CA16)-----ENTRANCE INFO-----
 TODO 4 BOLLING / / DATE CODE INFO. C ID
 UTILITY 4 8 WELL / SEPTIC / 08/01/17 4 3 VCM
 BDR/TRP 1 DAVED / / 04/13/16 1 1 RLR
 FRT 9 RESIDENTIAL (CA12)-----NOTES-----
 (CA15)-----LEGAL-----

(CA14)-----LAND DATA----- (CA12)-----NOTES-----
 QTY ACRES/SFT/WITS C A L P T A B L E
 DE LN CD FRONT DEPTH PRICE INFL-FAC BASE BASE INCR
 A 1.12 1.00 34402.00 1.0034400/.0034400/0.00 1.0034400/0.0034400/0.00 34,400
 A 2.82 1.33 3494.55 1.00 3490.00 3490.00 1.140
 RESIDENTIAL

TOTAL ACRES TOTAL LAND-VALUE 35,500
 (CA24)---OTHER BUILDING & YARD IMPROVEMENTS--- (CA12) MISC. IMPROV
 TYP OR YEAR SIZE GRD MOBS C SMOBS VALUE TOT DRY & MISC IMPROV VALUE
 R01 1 1981 512 D A A 45 4940 GROSS BUILDING SUMMARY VALUE
 FRAME OR DESC (CA22)-----A D D I T I O N S-----
 R01 1 1975 900 C A A 40 8480 (CA22)-----A D D I T I O N S-----
 FRAME OR 96 C A A 20 250 0 11 1232
 R01 1 1991 288 D A A 60 4640 2 10 220
 FRAME OR 200 D A A 20 550 3 23 672
 R01 1 1965 100 D A A 20 360 5 35 80
 FRAME OR 80 C A A 20 210 6 11 36
 METAL 211
 R01 1 1991 80 C A A 20 210
 FRAME 211

STORY HEIGHT 1.0 (CA11)-----DWELLING DESCRIPTION---
 EXT. WALL 07 BRICK
 STYLE 02 RANCH
 YR. BUILT 1965 REMODELED
 BASEMENT 4
 BATHS 4
 HEATING 4 CENTRAL AIR
 FUEL TYPE 3 ELECTRIC
 SYSTEM 3 ELECTRIC
 ATTIC 1 NONE
 TOT BMS 6 BDRMS 3 PRGS 0
 FRNHS 1 HRNHS 0 ADIN 2 TOT-FIX 5
 PWS. COND 2 GOOD
 INT/EXT 2 SAME
 N STEW AREA 0
 UNFIN. AREA 0
 REC. RM AREA 300 2130
 FEA 0
 WRP STACKS 1 OPENINGS
 PREFAB FIREPLACE 0 2200
 BSMT. GAR. (NO. CARS) 0
 NSC O.F. DES 0
 NSC O.V. DES 0 QUMS
 D.F.L.A. 1,232
 S.F.L.A. 1,442
 (CA11)-----CURR RENT F.P.F.R.A.C.S.E.D.V.A.L.U.E.S-----
 CURRENT LAND 35,500 BUILDING 124,800 TOTAL 160,300
 F.W.C.D 1 COST APPROX RSN 02 FINAL VALUE DATE:01-ADD:17 ID VCM
 STATUS 3
 ESTIMATE LAND RSN BUILDING DATE TOTAL ID
 REVIEW CODE BUILDING TOTAL:
 PREV ASMT LAND:



Name: Tally

Reed

Candidate

Delegates

Return completed form to:
ellen.m.briggs@wv.gov
WV Ethics Commission
210 Brooks Street, Suite 300
Charleston, WV 25301



Candidate information, if applicable
County: Morgan
Candidate for: House of Delegates
Date you filed for candidacy: 01-21-2018
District or circuit, if applicable: 59th

West Virginia Ethics Commission Financial Disclosure Statement

Revised: 12-9-16

Directions

- Please read and answer *every question*—even if your answer is "N/A" (not applicable). Incomplete original Statements will be returned to you for completion or correction.
- You must file a new Financial Disclosure Statement each year you hold or run for a public position.
- If this is your annual filing, the Statement is due by February 1.
- If you are a new appointee, this Statement is due within 30 days of the date of your appointment.
- If you are a candidate for public office, this Statement is due within 10 days of filing your *Certificate of Announcement*.
- The information you provide on this Statement covers the prior calendar year.
- You may attach additional pages to this form if necessary.

1. Name of Filer and Spouse

Filer's last name Reed First name Tally
 Spouse's last name Reed First name Kenneth
 County of residence Morgan
 Business (employment) address 261 Berkmore Place Suite 1C
Berkeley Springs, WV 25411
 City/state/zip _____

2. Elective Office

Do you currently hold a county, circuit or state elected office? Yes _____ No X

If yes, title of office: N/A

Are you a candidate, or do you plan to become a candidate for public office in the next election? N/A _____ Yes X No _____

If yes, for what office: House of Delegates 59th Date you filed for candidacy: 01-21-2018

3. Positions on State Boards, Commissions or Agencies

List all State Boards, Commissions or Agencies on which you now serve or have served in the past 12 months through appointment by the Governor. Mark here if N/A

4. Business Names

List all names under which you and/or your spouse conduct or do business. If you or your spouse are self-employed, list the name or names under which you or your spouse conducts the business, trade, sole proprietorship or profession.

Mark here if no business names to report

self spouse Reeds Pharmacy LLC, Pharm Investments LLC, Reeds Real Estate LLC

self spouse RPHV LLC, RPSM LLC, RPHC LLC, RPBV LLC, Canary Grill LLC

self spouse

5. Employment

For you and your spouse, list the name and address of each full-time or part-time employer(s) during the preceding calendar year. Include all employment with city, county or state government as well as employment in the private sector. Provide your job title and a general description of your job duties. For purposes of this question, an employer is one who provides you with a W-2 form. This does not include self-employment if listed elsewhere on the Financial Disclosure Statement.

Mark here if neither you nor your spouse were employed during the past year.

	Employer Name and Address	Job title and duties of your position
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/>	1. Morgan County Commission 77 Fairfax Street, Berkeley Springs, WV	Morgan County Commissioner
self <input type="checkbox"/> spouse <input type="checkbox"/>	2.	
self <input type="checkbox"/> spouse <input type="checkbox"/>	3.	
self <input type="checkbox"/> spouse <input type="checkbox"/>	4.	

6. 20% Gross Income Categories for you and your spouse

Did you or your spouse receive more than 20% of your gross income during the past calendar year from any one or more of the categories listed below? Yes No If yes, mark with an 'X' all categories that apply to you and/or your spouse.

self	spouse	self	spouse	self	spouse
<u>COMPANIES</u>		<u>MINING</u>		<u>GOVERNMENT</u>	
<input type="checkbox"/>	<input type="checkbox"/> Advertising	<input type="checkbox"/>	<input type="checkbox"/> Surface mining	<input type="checkbox"/>	<input type="checkbox"/> City or town
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Beer, wine or liquor (or distributor)	<input type="checkbox"/>	<input type="checkbox"/> Mining equipment	<input type="checkbox"/>	<input type="checkbox"/> County
<input type="checkbox"/>	<input type="checkbox"/> Brokerage/Financial Advisor	<input type="checkbox"/>	<input type="checkbox"/> Deep mining	<input type="checkbox"/>	<input type="checkbox"/> State
<input type="checkbox"/>	<input type="checkbox"/> Cable television	<u>OIL OR GAS</u>		<u>ASSOCIATIONS OR ORGANIZATIONS</u>	
<input type="checkbox"/>	<input type="checkbox"/> Chemical	<input type="checkbox"/>	<input type="checkbox"/> Retail	<input type="checkbox"/>	<input type="checkbox"/> Labor Association/Organization
<input type="checkbox"/>	<input type="checkbox"/> Construction	<input type="checkbox"/>	<input type="checkbox"/> Wholesale	<input type="checkbox"/>	<input type="checkbox"/> Professional Association
<input type="checkbox"/>	<input type="checkbox"/> Insurance	<input type="checkbox"/>	<input type="checkbox"/> Exploration	<input type="checkbox"/>	<input type="checkbox"/> Association that promotes gaming or lottery
<input type="checkbox"/>	<input type="checkbox"/> Interstate transportation	<input type="checkbox"/>	<input type="checkbox"/> Production & Drilling	<input type="checkbox"/>	<input type="checkbox"/> Association of public employees or public officials
<input type="checkbox"/>	<input type="checkbox"/> Intrastate transportation	<u>UTILITIES</u>		<input type="checkbox"/>	<input type="checkbox"/> Trade Association or Organization
<input type="checkbox"/>	<input type="checkbox"/> Manufacturing	<input type="checkbox"/>	<input type="checkbox"/> Electric	<u>OTHER</u>	
<input type="checkbox"/>	<input type="checkbox"/> Media	<input type="checkbox"/>	<input type="checkbox"/> Gas	<input type="checkbox"/>	<input type="checkbox"/> Economic Development
<input type="checkbox"/>	<input type="checkbox"/> Promotional	<input type="checkbox"/>	<input type="checkbox"/> Telephone	<input type="checkbox"/>	<input type="checkbox"/> Hospitals or other health care providers
<input type="checkbox"/>	<input type="checkbox"/> Race tracks	<input type="checkbox"/>	<input type="checkbox"/> Water	<input type="checkbox"/>	<input type="checkbox"/> Information Technology
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Retail	<u>FINANCIAL</u>		<input type="checkbox"/>	<input type="checkbox"/> Legal service providers
<input type="checkbox"/>	<input type="checkbox"/> Timber	<input type="checkbox"/>	<input type="checkbox"/> Banks, Savings & Loan Assoc.	<input type="checkbox"/>	<input type="checkbox"/> Lobbying
<input type="checkbox"/>	<input type="checkbox"/> Wholesale	<input type="checkbox"/>	<input type="checkbox"/> Loan or Finance Companies		
<input type="checkbox"/>	<input type="checkbox"/> Waste disposal				

Name: Tally Reed

7. For-Profit Business

List the name and address of each for-profit business on which either you or your spouse serves on the Board of Directors or as an officer. Describe the type of business.

Mark here if neither you nor your spouse serve on a Board of Directors or is an officer of a for-profit business.

Name and address of the business	Description of the business
self <input checked="" type="checkbox"/> spouse <input type="checkbox"/> Reeds Pharmacy, Pharm investments, RPH 261 Berkmore Place, Berkeley Springs WV 25411	Pharmacy, Real Estate, Real Estate
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/> RPHV, RPHC, RPSM, RPBV, Canary G 261 Berkmore Place, Berkeley Springs WV 25411	Pharmacy, Pharmacy, Pharmacy, Pharmacy, Restaurant
self <input type="checkbox"/> spouse <input type="checkbox"/>	

8. Non-Profit Organization

List the name and address of each non-profit organization on which either you or your spouse serves on the Board of Directors or as an officer. Describe the non-profit organization.

Mark here if neither you nor your spouse serve on a Board of Directors or is an officer of a non-profit organization.

Name and address of the organization	Description of the non-profit
self <input checked="" type="checkbox"/> spouse <input type="checkbox"/> Boys and Girls Club PO Box 1184 Martinsburg, WV 25402	After School help for Children
self <input type="checkbox"/> spouse <input type="checkbox"/>	
self <input type="checkbox"/> spouse <input type="checkbox"/>	

9. Sales or Contracts with State, County or Local Government

During the past calendar year, did you or your spouse have any sales or contracts with any unit of state, county or local government? Yes _____ No X (Sales or contracts for goods or services may be either direct or through a partnership, corporation or association in which either you or your spouse owned or controlled more than 10 percent.)

If yes, identify the government agency that purchased the goods or services, and describe the nature of the goods or services. (See the instruction sheet for more information about the Ethics Act's prohibition against having an interest in a public contract under W. Va. Code § 6B-2-5(d).)

Name of Government organization	Description of goods or services provided
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/> Example: State of WV DHHR	Foster home placement studies
self <input checked="" type="checkbox"/> spouse <input type="checkbox"/> Example: Clay County Sheriff's Department	Rental of garage space for patrol cars
self <input type="checkbox"/> spouse <input type="checkbox"/>	
self <input type="checkbox"/> spouse <input type="checkbox"/>	
self <input type="checkbox"/> spouse <input type="checkbox"/>	

10. Adult Children – Public Employment

List the name and business address of any adult child or step-child employed by any unit of state, county or local government.

Mark here if this question does not apply to you.

Name of child or step-child	Business address

11. DEBTS

A. Owed to others: List the names of all persons residing or transacting business in the state who you owe more than \$5,000 (in the aggregate) on the date of this Statement. Include debts you owe in the name of any other person and debts on which you are a cosigner.

You **DO NOT** have to report:

1. Debts to immediate family members, parents or grandparents
2. Home mortgages for your primary and secondary residences
3. Loans for autos maintained for the use of your immediate family
4. Student loans
5. Debts resulting from the ordinary conduct of your business, profession or occupation
6. Debts to a financial institution or to a credit card company

If any debt over \$5,000, which is otherwise non-reportable, required the approval of the state or any of its political subdivisions, or if a loan was obtained from the "Linked Deposit Program" (W. Va. Code § 12-1A-1 et seq.), you must list the debt.

Mark here if you owe no debts as described above.

B. Owed to you: List the names of all persons residing or transacting business in the state who owe you, in the aggregate, more than \$5,000 on the date of this Statement (either in your name or any other person's name for your use or benefit.)

You **DO NOT** have to report:

1. Debts from immediate family members, parents or grandparents
2. Debts resulting from the ordinary conduct of your business, profession or occupation
3. Demand or saving accounts in banks, savings and loan associations, or other similar depositories
4. Loans by you to any business in which you have an ownership interest

Mark here if you had no debts owed to you as described above.

12. GIFTS

A **gift** is anything with monetary value, including meals and beverages. If you, your spouse, and/or any of your dependents received one or more gifts whose total value is more than \$100 from a person, business or organization which has a direct and immediate interest in a governmental activity over which you have control, then list the name of each giver **UNLESS** it falls into one of the exceptions listed below. "Total value" includes the cumulative fair market value of all gifts from the same source, directly or indirectly, during the previous calendar year.

Gifts from the following sources need **NOT** be reported:

1. your spouse, child, grandchild, parents or grandparents
2. a trust established by your spouse, child, grandchild or ancestor
3. a will or lawful inheritance in the absence of a will
4. a registered lobbyist (*registered lobbyists report these expenditures on the Lobbyist Schedule A form with their Lobbyist Activity Reporting forms*)

Mark here if you received no gifts as described above.

This page applies to questions 13 and 14 on the next page.

**** If you are an elected official, candidate or state or higher education employee, you do not need to complete Worksheet A. You must, however, answer questions 13 and 14 about you and your spouse.**

**** All other filers:** If you have been appointed to serve on a State Board, Commission or Agency by the Governor and receive no compensation for your service, you may not be required to report certain financial information about your spouse. Complete Worksheet A to determine if this spousal exemption applies. You still must report your own income and business information in questions 13 and 14.

Worksheet A (for questions 13 and 14)

Part 1. Are you a State Board, Commission or Agency member appointed by the Governor?

YES _____ Continue to Part 2.

NO _____ **DO NOT** complete parts 2 or 3 on this page. Continue to questions 13 and 14 on the next page and answer the questions for both you and your spouse.

Part 2. Do you hold another office or employment position that requires you to file this Financial Disclosure Statement?

YES _____ **DO NOT** complete part 3 on this page. Continue to questions 13 and 14 on the next page and answer the questions for both you and your spouse.

NO _____ Continue to Part 3.

Part 3. Complete this section to determine if you are exempt from disclosing certain financial information about your spouse in questions 13 and 14 on the next page.

List the name of the State Board, Commission or Agency of which you are an appointed member:

Board name: _____

Check each box that applies:

1. There is no compensation, per diem, salary or other payment authorized by state law for serving on this Board or Commission. (Excluding travel or expense reimbursement) Note: The test is not whether you decline compensation but whether it is authorized by code, statute or law.
2. Neither my spouse nor a business with which he or she is associated is regulated by the State Board, Commission or Agency on which I serve by appointment. ("Associated" is defined as a business in which your spouse, or his or her immediate family member, is a director, officer, owner, employee, compensated agent or holder of stock which constitutes five percent or more of the total outstanding stocks of any class. "Immediate family member" means dependent children, grandchildren or parents.)
3. Neither my spouse nor a business with which he or she is associated has a contract with, or receives any grants or appropriations from, the State Board, Commission or Agency on which I (the filer) serve.

→ **If you have checked all three boxes in Part 3 above, then answer questions 13 and 14 on the next page as they pertain only to you.**

→ **If you did not check all three boxes in Part 3, you must answer questions 13 and 14 in their entirety as they pertain to both you and your spouse.**

13. ALL sources of income over \$1,000 including employment - (To determine if you must disclose income information about your spouse, refer to Worksheet A)

- a. List every source or category of income or employment over \$1,000 received by you and/or your spouse during the preceding calendar year in your name, or by any other person for your use or benefit. Include employment even if listed elsewhere on this Statement.
- b. Include distributions received from retirement and pension accounts.
- c. Do not list specific names of clients or customers. For example, if you are a lawyer or an insurance agent, do not list the names of your clients.
- d. Do not disclose actual dollar amounts of income, only the source

Indicate if the income was received by you or your spouse by marking the appropriate box in the chart below.

Categories of income over \$1,000		Description (or job title)
self <input checked="" type="checkbox"/> spouse	Example: Social Security	U.S. Government
self <input checked="" type="checkbox"/> spouse <input checked="" type="checkbox"/>	Example: Sold real estate	Sold residence in Beckley
self <input checked="" type="checkbox"/> spouse	Example: Farming/timber	Sold timber from my farm
self <input checked="" type="checkbox"/> spouse <input checked="" type="checkbox"/>	Example: Employment	Teacher, Mingo County schools
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/>	Morgan County Commission	Commissioner, Morgan County
self <input checked="" type="checkbox"/> spouse <input checked="" type="checkbox"/>	Reeds Pharmacy, Reeds Real Estate, Pharm Invest	CEO, COO, Pharmacist
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/>	RPHV, RPSM, RPHC, RPBV	CEO, Pharmacist
self <input type="checkbox"/> spouse <input type="checkbox"/>		
self <input type="checkbox"/> spouse <input type="checkbox"/>		
self <input type="checkbox"/> spouse <input type="checkbox"/>		

14. Business and/or Property Interests - (To determine if you must disclose business or property interests of your spouse, refer to Worksheet A)

List the name and address of each business in which, during the past calendar year, you or your spouse held an interest with a fair market value of \$10,000 or more including, but not limited to: non-publicly owned businesses, publicly or privately traded stocks, bonds or securities, including those held in self-directed retirement accounts, and commercial real estate. (For purposes of this question, DO NOT include mutual funds or specific holdings in mutual funds or retirement accounts. However, distributions from retirement accounts must be reported in question 13 if they are greater than over \$1,000 annually.) Attach additional sheets if necessary.

Mark here if neither you nor your spouse had any interest in a business or real estate as described above.

self <input type="checkbox"/> spouse <input checked="" type="checkbox"/>	Example: Jones Coal Hauling, 123 Main Street, Placeville WV
self <input checked="" type="checkbox"/> spouse	Example: Stonefront Apartment Building, 123 Main Street, Charleston WV 25312
self <input checked="" type="checkbox"/> spouse <input checked="" type="checkbox"/>	Example: Acme Bank Stock, 788 Water Street, Cincinnati OH 34343
self <input checked="" type="checkbox"/> spouse <input checked="" type="checkbox"/>	Reeds Pharmacy, Reeds Real Estate, Pharm Investments 261 Berkmore Place, Berkeley Springs, WV
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/>	RPHV, RPBV, RPSM, RPHC, Canary Grill 261 Berkmore Place, Berkeley Springs, WV
self <input type="checkbox"/> spouse <input checked="" type="checkbox"/>	United Bank 1000 Foxcroft Martinsburg, WV 25404

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA
Upon Original Jurisdiction
Case No. _____

STATE OF WEST VIRGINIA, ex rel.
HOWARD STONE and
PATRICIA ADAMS

Petitioners,

v.
MAC WARNER,
SECRETARY OF STATE
OF THE STATE OF WEST VIRGINIA,
And TALLY REED,

Respondents.

AFFIDAVIT

I, Richard W. Weatherford, after first being duly sworn under oath, do testify that the following facts are true:

1. I live at 11323 Martinsburg Rd. Hagerstown W/Va. 25427
2. I don't believe that Ken & Tally Reed have lived at 11348 Martinsburg Rd PRIOR to January 1, 2018
3. I live directly across the street from 11348 Martinsburg Rd

Richard W Weatherford
Printed Name of Affiant

Richard W. Weatherford
Signature of Affiant

Taken and sworn to before me this 23rd day of April 2018.
My commission expires August 25, 2021



[Signature]
Notary Public

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