

January 14, 2004 (c)Homer Kizer

## **Commentary — From the Margins The Meaning of “PASCC”**

*An Essay on How to Steal Fair & Square*

On December 22, 2004, the Hillview Water and Sewer Co-op sent a letter (pages [1](#) & [2](#)) to water and sewer users of the Hillcrest Condominiums of Port Austin Association, and of the Pleasant View Condominium Association. As the purchaser and occupant of Pleasant View Unit #3, I am one who received this letter signed by Bill Buckman and Norman Scott Edwards. And in this letter, Point 5 under the heading “What authorizes us to charge for water and sewer services?” reads as follows:

On April 28, 2004, an Assignment of Land Contract was recorded (Liber 1048, page 233 [sic]) between Eternal Life Bible Institute and Port Austin Sabbatarian Church Community Sacred Purpose Trust (PASCCSPT), which was later replaced by an updated Agreement of Land Contract (Liber 1073, page 62) on September 17, 2004; both contracts specifying that the water and sewer responsibilities were transferred to PASCCSPT.

So with the letter, Edwards as Secretary/Treasurer of the Hillview Water and Sewer Co-op made every water and sewer user an interested party to the transaction between Eternal Life Bible Institute and the Sacred Purpose Trust. I now have the right to publicly discuss this transaction, and to take whatever legal action deemed appropriate to rectify the wrongs committed to three brothers in Christ, wrongs that they have suffered mostly in silence.

After months of meetings, conference calls, and e-mail exchanges, five men met April 28, 2004, in the office of Steve Schmidt of the Port Austin State Bank, and signed a land contract for three real estate parcels, each part of the former 754<sup>th</sup> Air Base. To the world beyond the tiny resort community of Port Austin, located at the geographical tip of Michigan’s thumb, the transaction was only one of billions occurring on that day. But to at least three of these men, the contract was the beginning of God doing a work that would be a light for all the world to see.

The five men were Warwick C.L. Potts, representing Eternal Life Bible Institute, a Minnesota 501(c)(3) corporation, as an authorized board member; Paul Douglas Drieman, trustee, Port Austin Sabbatarian Church Community; Phillip Daniel Frankford, trustee, Port Austin Sabbatarian Church Community; Norman Scott Edwards, trustee, Port Austin Sabbatarian Church Community; and Terry Monte Williams, trustee, Port Austin Sabbatarian Church Community. (Attachment is a copy of the Assignment of Land Contract and Purchase Agreement that was recorded in Liber 1048, pages [223](#), [224](#), [225](#) & [226](#) in Huron County, Michigan.)

The Assignment of Land Contract and Purchase Agreement that the five men signed was drafted by Norman Scott Edwards, who, within the document used the acronym ELBI to represent Eternal Life Bible Institute, and the acronym PASCC to represent the Port Austin Sabbatarian Church Community Sacred Purpose Trust (PASCCSPT). Edwards was not then using the longer acronym; he had not then been prohibited from using PASCC as an acronym for the Sacred Purpose Trust as would be done when he was

committed to Satan on October 31, 2004, by the Port Austin Sabbatarian Church Community and by the Port Austin Sabbatarian Community Church.

In the purchase agreement drafted by Edwards is the slippery wording of Point 19, which reads as follows:

Within 30 days of the date of this agreement, at the request of either ELBI, PASCC or both, ELBI and PASCC agree to execute and record an amended version of this agreement with any necessary technical changes discovered by review that do not alter the intent and substance of this agreement. If no amended agreement and no affidavit of either party attesting to errors in this contract is recorded within 30 days of the date of this agreement, then this agreement shall stand and may be amended only upon agreement of both parties.

The intent of Point 19 seems straightforward: only minor technical changes to the purchasing agreement are permitted. But the last clause of the point actually made contract changes open-ended, for with the mutual agreement of ELBI and PASCC, the contract could be modified at any time.

Edwards and Warwick Potts used Point 19 to file a revised purchase agreement on September 17, 2004 (see attachment agreement pages [62](#), [63](#), [64](#) & [65](#)). And in this revised agreement, Edwards alone signs for PASCC. Without the consent of the three other trustees, whom Edwards claims disqualified themselves from being trustees, Edwards not only filed a revised land contract for the same three parcels of land, but actually obtained a Warranty Deed to Parcel 1 contrary to the provisions of both the initial purchase agreement and of the revised purchase agreement. Edwards has, with his obtaining of the Warranty Deed, removed from the non-profit corporation assets that properly belong to ELBI. But to do so, Edwards needed the collusion of Warwick Potts.

Before discussing the long-term relationship between Warwick Potts and Edwards, a relationship that was effectively concealed from the other three trustees, I need to here publicly state that Edwards and Potts will, necessarily, have to soon file a second revised purchase agreement for the same three pieces of property. Because Potts assisted Edwards in obtaining the Warranty Deed to outlot 1 from Gary and Lori Babcock, a second revised purchase agreement will have to be drafted, signed and recorded that permits this transference of ELBI's assets, which is against the best interests of ELBI.

Because Edwards and Potts' joint actions in filing the revised purchase agreement harmed the three trustees who were removed, and because the revised agreement left in place only one trustee who has since benefited from their removal, the initial purchase agreement produced the effect and appearance of a swindle, with the three removed trustees being the victims. But the revised purchase agreement filed September 17, 2004, still requires PASCC to pay ELBI \$420,000 for uninventoried and apparently non-existence assets. This \$420,000 seems to be the sting of the swindle, for the amount was placed before the other three trustees by Edwards, who seemed to be negotiating for Art Hawkins and Warwick Potts throughout March and April 2004. Because the other three trustees believed in, and trusted Edwards, they made themselves vulnerable to this sting contained within the initial purchase agreement. Terry Williams and Philip Frankford were identified as early as January as potential victims.

The sting is found in Point 8 of the initial purchase agreement, and Point 8 of the revised agreement. But with Williams and Frankford no longer playing the role of patsies, there is no reason for Edwards and Potts to retain this clause within the second revised purchase agreement that must soon be filed. This debt will disappear either through forgiveness (a recognition of Edwards' inability to pay), or through ELBI placing Edwards on its board of directors or by giving Edwards some type of preferable management arrangement in the event that Edwards defaults on the payments for Property 2 and ELBI has to finish paying its note to the 754<sup>th</sup>.

A second revised purchase agreement will have to be filed before an audit of ELBI's assets is conducted. If this second revised purchase agreement is not filed before then, Warwick Potts as the conspirator with Norman Scott Edwards subjects himself to civil and possibly criminal sanctions. Potts is a resident alien, subject to deportation if charged with criminal activity. He must have a second revised purchase drawn up and recorded before his role in Edwards taking possession, in the name of PASCC, of the Warranty Deed for Property 1 becomes widely known. Either that, or Potts will have to demand from Edwards the return of the Warranty Deed, without encumbrances, which Edwards will not or cannot do. Therefore, this second revised purchase agreement will have to negate the present revised purchase agreement and must return to the initial purchase agreement with its slippery Point 19 for its authority to exist.

Edwards and Potts need Williams and Frankford to file suit against them to overturn the revised purchase agreement of September 17, 2004, the brazen agreement drafted by Edwards on which Edwards omits his fellow three trustees. But the sting sits out there against Williams and Frankford. Even though Williams made the payments for Property 1, even though Edwards acknowledges that PASCC owes Williams \$86,000, if Williams and Frankford overturn the revised sales agreement from which they are omitted, they again commit themselves to paying the sting moneys, the \$420,000 for which they receive nothing. Thus, it is in both Williams' and Frankford's best financial interests to do nothing, but to suffer the totality of their financial losses. Williams is out about \$150,000, and Frankford is out a lesser amount that he has not yet disclosed. Plus, Drieman is out a year's wages as a building contractor. If these three men overturn the revised purchase agreement, they will suffer additional loss, the bite of the Sacred Purpose Sting.

In any scam, the object is to place the stung person[s] in a position from which the stung person[s] cannot bring action against those running the scam. That is the case here at Port Austin. The three trustees who acted in good faith throughout this whole affair never imagined that the person [Norman Scott Edwards] with whom they were entering into business had been offered by Art Hawkins of Exide Battery infamy and by Warwaick Potts a change on ELBI's corporate board so that only three of the current members remain and three members associated with Edward's SEE program were added...if Hawkins and Potts can add or subtract members from Eternal Life Bible Institute's corporate board at will, then this 501(c)(3) corporation is a sham corporation, possibly a tax-exempt shell under which assets are being hidden. Certainly Potts has no qualms about transferring corporate assets to Edwards, as evidenced by Edwards' possession in PASCC's name of the Warranty Deed for Parcel 1 (see copy of recorded deed pages [1](#) & [2](#)).

In Edwards' early negotiations with Hawkins and Potts, Edwards identified Williams and Frankford as individuals who separately or together had the money to purchase the land contracts which ELBI held with Babcocks and with the 754<sup>th</sup>, the total of these two contracts equaling approximately \$250,000. The offer Edwards made to Hawkins and Potts was egress unto the property for Feast day observances and the return of the property if a school ceased to operate from the property during the next fifteen years—this offer was for similar dollar amounts as Hawkins and Potts' offered to Edwards. Neither offer incorporated the \$420,000 of the sting that is included in the purchased agreement that the four trustees of PASCC signed with ELBI. And the second revised purchase agreement will return to the initial offers made by Hawkins and Potts to Edwards, or to Edwards' counter offer made to Hawkins and Potts, but with a specific provision for transferring the Warranty Deed to Property 1 to PASCC prior to when PASCC concludes paying for Property 2.

Potts' action of transferring the Warranty Deed for Property 1 to Edwards as the sole trustee of PASCC places Hawkins in jeopardy, for Hawkins is named in the original purchase agreement, dated April 28, 2004. This jeopardy will be a subject developed in a later commentary.

The meaning of PASCC now becomes troublesome, for the three trustees excluded from the revised purchase agreement dated September 17, 2004, committed Edwards to Satan, and voted to end the PASCC ministry and to bar Edwards from using the PASCC name and acronym. But Edwards continues the use of the PASCC name through his sleight-of-hand trick of removing a comma and the indefinite article from the name of the purchasing entity that signed the initial April 28<sup>th</sup> purchase agreement. He removes the comma and indefinite article under Point 19, calling the removal of both a minor technical correction that does not alter the intent of the contract. Hence, in the December 22, 2004, letter, Edwards makes PASCCSPT and PASCC interchangeable acronyms for the same purchasing entity. As such, he continues to use PASCC as an acronym dressed with letters representing "Scam Pursued to Termination."

Edwards used the authority he assumed through filing the revised purchase agreement to evict Philip Frankford from Dorm #2, located on Property 2, the outlot on which Dorms 1, 2, and 3 are located. Edwards then evicted Paul Drieman from Dorm #1 through placing on Drieman conditions of continued occupancy that were exceedingly unreasonable. Edwards next evicted himself from Dorm #3 through overloading electrical circuits and causing a fire to the uninsured property, thereby endangering not only himself and his family but attendees to a music camp he was allegedly holding. At the time of the fire, there was no working smoke detection system within Dorm #3. Edwards truly placed at risk lives that had been entrusted to him.

Because of the damage caused by the fire to Dorm #3, the value of ELBI's property has been reduced, thus jeopardizing its contract with the 754<sup>th</sup> that had been reassigned to PASCC. This is the second serious reduction in ELBI's property value: a bathroom floor in Dorm #2 collapsed, revealing the need for immediate corrective construction. That construction still hasn't been undertaken. Thus, the property value of Property 2, the outlot on which the three dorms are located, probably is no longer sufficient to secure ELBI's purchase of the property from the 754<sup>th</sup>, suggesting that the 754<sup>th</sup> might well have to foreclose on ELBI to protect its interests.

If the 754<sup>th</sup>, the corporation formed to purchase the former Air Base from the government, has to foreclose on ELBI to protect its interests, then ELBI will have to sue PASCSC for its loss of assets. But which PASCSC does it sue? The one with four trustees? Or the one controlled solely by Norman Scott Edwards, who has inadequate financial resources to make ELBI whole. The answer seems obvious: Williams and Frankford were the original target of the sting. They remain the only individuals with the resources necessary to make ELBI and the 754<sup>th</sup> whole. So suit would be filed against the signers of the original purchase agreement. Both men remain in fiscal jeopardy as a result of their early association with Norman Scott Edwards.

It would behoove the scammed trustees to relocate their residences to states far from Michigan, and far from Norman Scott Edwards before he can cause them greater financial harm than he has already caused them. Edwards is an individual who either through gross ignorance drafted a document harmful to the other three trustees, or an individual who is deceitful, cagey, and smilingly dishonest. He will be as Jonathon Edwards' spider held over the flames of hell if he doesn't seriously mend his ways before his judgment is revealed.

Warwick Potts' ability to sign contracts on behalf of ELBI was never confirmed by the three excluded trustees. It might well be that he lacks this ability, that all of the contracts bearing his signature are as legally worthless as fallen leaves. Then the onus of the scam falls on Art Hawkins, a determination that will be made when this matter goes to court with which Edwards is now threatening me. I would welcome presenting all of the above, with additional charges of collusion between Edwards, Potts, and Hawkins to a judge.

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