

NOT FOR PUBLICATION

NO. 25977

IN THE INTERMEDIATE COURT OF APPEALS
OF THE STATE OF HAWAII

E.M. RIMANDO
CLERK, APPELLATE COURTS
STATE OF HAWAII

2006 MAR -9 AM 9:21

FILED

BANK OF HONOLULU, Plaintiff, v. DANIEL RICHARD WALKER, Defendant-Appellant, and STANDARD FINANCIAL CORP., ASSOCIATION OF HOME OWNERS OF HAWAII LOA RIDGE, KULDIP S. VERMA, JACK F. SCHWEIGERT, ALLEN WALKER, JEFFREY WALKER, PATRICIA KING, RONALD ROBINSON, DIAMOND HEAD PLUMBING, INC., SIM ELECTRICAL CONTRACTING, FRITZ JOHNSON, JOHN DOES 8-10, and DOE PARTNERSHIPS, CORPORATIONS, or OTHER ENTITIES 3-20, Defendants, and THE CADLE COMPANY, Judgment Creditor/Successor in Interest to the Federal Deposit Insurance Corporation, as Receiver for Plaintiff Bank of Honolulu, Appellee

APPEAL FROM THE CIRCUIT COURT OF THE FIRST CIRCUIT
(Civ. No. 92-2333)

SUMMARY DISPOSITION ORDER

(By: Burns, C.J., Watanabe, and Fujise, JJ.)

Defendant-Appellant Daniel Richard Walker (Walker) appeals from the order entered on July 2, 2003 by the Circuit Court of the First Circuit^{1/} (the circuit court), granting the post-judgment motion of appellee The Cadle Company, Judgment Creditor/Successor in Interest to the Federal Deposit Insurance Corporation, as Receiver for Plaintiff Bank of Honolulu (the Bank), to extend the deficiency judgment entered against Walker in a mortgage foreclosure action brought by the Bank for another ten years, pursuant to Hawaii Revised Statutes § 657-5 (Supp. 2005).^{2/}

^{1/} The Honorable Karen N. Blondin presided.

^{2/} Hawaii Revised Statutes § 657-5 (Supp. 2005) provides now, as it did during the proceedings below, as follows:

(continued...)

NOT FOR PUBLICATION

Walker contends that the circuit court: (1) abused its discretion in extending the deficiency judgment because there were strong equitable arguments against extension; (2) erred by not taking judicial notice of an Agreement of Sale that reflected that the Bank had sold the foreclosed property, which it had purchased at the foreclosure auction, for a profit; and (3) erred by not setting forth its reasons for extending the time to collect on the deficiency judgment.

Based on our review of the record and the briefs submitted by the parties, and having given due consideration to the applicable statutes, case law, court rules, and rules of evidence, we disagree with Walker.

Accordingly, we affirm the circuit court's July 2, 2003 order granting motion for extension of judgment, filed on April 23, 2003 by appellee The Cadle Company, Judgment

^{2/}(...continued)

Domestic judgments and decrees. Unless an extension is granted, every judgment and decree of any court of the State shall be presumed to be paid and discharged at the expiration of ten years after the judgment or decree was rendered. No action shall be commenced after the expiration of ten years from the date a judgment or decree was rendered or extended. No extension of a judgment or decree shall be granted unless the extension is sought within ten years of the date the original judgment or decree was rendered. A court shall not extend any judgment or decree beyond twenty years from the date of the original judgment or decree. No extension shall be granted without notice and the filing of a non-hearing motion or a hearing motion to extend the life of the judgment or decree.

NOT FOR PUBLICATION

Creditor/Successor in Interest to the Federal Deposit Insurance Corporation, as Receiver for Plaintiff Bank of Honolulu.

DATED: Honolulu, Hawai'i, March 9, 2006.

On the briefs:

Jack Schweigert for
defendant-appellant.

Stephen D. Tom and
Marie E. Riley (White & Tom,
of counsel) for appellee.

James L Burns
Corinne K A Watanabe
Alisa D H Gjin