To: (it is suggested that you list the name of each creditor here in this section, anything within the document that is in red you are to edit and then **remove the instructions ONLY**, so that it reads without the instructions)

Address:

Account No.

(If this document needs to go to other parties Lenders, servicers, securitization trustee’s (if you don’t know who this securitization trustee’s is call your lender and ask), you are to indicate their names here, include the address for each, then delete this instructional section**) YOU MUST edit and then REMOVE EVERYTHING IN RED LETTERING!!!!!**

**From:**

**September 1, 2021**

**CONDITIONAL ACCEPTANCE FOR VALUE AND COUNTER OFFER, A CLAIM FOR PROOF OF CLAIM and TENDER OF PAYMENT OFFERING:**

**Please understand that according to the terms of our agreement (the agreement with the original lender placed lender’s name here), and you’re presenting us with your- place name of creditor here new terms, we conditionally accept your offer under the following terms and conditions. Consequently, the remaining question is whether foreclosing on a mortgage constitutes debt collection activity for purposes of the FDCPA.**

**“Foreclosure proceedings are deemed debt collection activity. Kaymark v. Bank of Am., N.A., 783 F.3d 168, 179 (3d Cir. 2015) (citing 15 U.S.C. § 1692i; McLaughlin v. Phelan Hallinan & Schmieg, LLP, 756 F.3d 240, 245 (3d Cir. 2014); Glazer v. Chase Home Fin. LLC, 704 F.3d 453, 461 (6th Cir. 2013)) ("[F]oreclosure meets the broad definition of 'debt collection' under the FDCPA."). Foreclosure, although legal in nature, is "activity undertaken for the general purpose of inducing payment." Id. (quoting McLaughlin, 756 F.3d at 245). A debt collector cannot avoid FDCPA liability simply by proceeding in rem rather than in personam. Id. Therefore, for purposes of this action, [Y]ou are acting as a debt collector and engaged in debt collection activity when [y]ou communicated with the [U]s and filed the foreclosure action.’ ” Collins v. Phelan Hallinan Diamond & Jones, LLP, CIVIL ACTION No. 17-3727, at \*7-8 (E.D. Pa. Mar. 1, 2018)**

**You are to provide a complete accounting, signed under penalty of perjury [Verification- Definition: A declaration swearing that statements made in a document are true. Depending on the jurisdiction, verifications are either made under oath or in the presence of a notary public or similarly authorized person. Verifications are traditionally attached to the end of all pleadings that are required to be sworn. Also called affidavit of verification. See, e.g. Business Guides, Inc. v. Chromatic Commc'ns Enterprises, Inc., 498 U.S. 533 (1991). See: 15 U.S.C. § 1692g], attesting to the amount of expenditures and cost so that I may redeem my property. You must also provide proof of claim of the following:**

**However, at the time of the signing of the security agreement, We had no rights in the collateral pledged to secure the loan. UCC 9 § 203. ‘a security interest attaches when it becomes enforceable against the debtor with respect to the collateral and attachment occurs as soon as all the requirements of UCC 9 § 203 have taken place.**

§ 9-203. ATTACHMENT AND ENFORCEABILITY OF SECURITY INTEREST; PROCEEDS; SUPPORTING OBLIGATIONS; FORMAL REQUISITES.

(a) [Attachment.]

A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment. (**Again, we were not the actual owners of the collateral and had no right to pledge the collateral!), this was not a secured loan and the Non-Judicial Foreclosure Act does not Apply.**

(b) [Enforceability.]

Except as otherwise provided in subsections (c) through (i), a security interest is enforceable against the debtor and third parties with respect to the collateral only if :

(1) value has been given;

(2) the debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party; and

(3) one of the following conditions is met:

(A) the debtor has authenticated a security agreement that provides a description of the collateral and, if the security interest covers timber to be cut, a description of the land concerned;

(B) the collateral is not a certificated security and is in the possession of the secured party under Section 9-313 pursuant to the debtor's security agreement;

(C) the collateral is a certificated security in registered form and the security certificate has been delivered to the secured party under Section 8-301 pursuant to the debtor's security agreement; or

(D) the collateral is deposit accounts, electronic chattel paper, investment property, or letter-of-credit rights, and the secured party has control under Section 9-104, 9-105, 9-106, or 9-107 pursuant to the debtor's security agreement.

1. **If there was an escrow account associated with the instant matter, please provide proof of the deposit into the account evidencing of the monies you claim was loaned respecting the instant matter, you are the custodian of record and should regularly have such information available upon request, as this is a formal challenge to the disputed debt and the claim brought forth? (If you are not the custodian of record then you shall without delay forward this communiqué to the custodian of record and the timeframe for which the response is to be supplied to shall not adjusted under any circumstance).**

### **Types of Foreclosures**

There are two types of foreclosure: [judicial foreclosures](https://www.law.cornell.edu/wex/judicial_foreclosure), which require a court order, and [non-judicial foreclosures](https://www.law.cornell.edu/wex/non-judicial_foreclosure), which do not. In [judicial foreclosures](https://www.law.cornell.edu/wex/judicial_foreclosure), the [mortgagee](https://www.law.cornell.edu/wex/mortgagee) must go to court and prove that  it owns the [mortgage](https://www.law.cornell.edu/wex/mortgage) and has the right to foreclose on it. [Non-judicial foreclosures](https://www.law.cornell.edu/wex/non-judicial_foreclosure) allow a [mortgagee](https://www.law.cornell.edu/wex/mortgagee) to foreclose without going to court. This is cheaper and quicker than a [Judicial Foreclosure](https://www.law.cornell.edu/wex/judicial_foreclosure). [Non-judicial foreclosures](https://www.law.cornell.edu/wex/non-judicial_foreclosure) may only be used where the [mortgage](https://www.law.cornell.edu/wex/mortgage) has a [power-of-sale clause](https://www.law.cornell.edu/wex/power-of-sale_clause). These clauses most often appear in [deeds of trust](https://www.law.cornell.edu/wex/deed_of_trust), a type of real estate [secured lending instrument](https://www.law.cornell.edu/wex/secured_transactions) similar to a [mortgage](https://www.law.cornell.edu/wex/mortgage).

### **Mortgage-Backed Securities**

In recent years, lenders frequently bundled groups of mortgages into [mortgage-backed securities](https://www.law.cornell.edu/wex/mortgage_backed_securities), and then sold shares of the securities to investers. As a result, some [mortgages](https://www.law.cornell.edu/wex/mortgage) have many owners. Others have changed hands so many times that it is difficult to determine who actually owns them. As a result, it is often difficult for [mortgagors](https://www.law.cornell.edu/wex/mortgagot) to modify the terms of their [mortgage](https://www.law.cornell.edu/wex/mortgage). Similarly, [mortgagees](https://www.law.cornell.edu/wex/mortgagee) might have trouble proving that they own a [mortgage](https://www.law.cornell.edu/wex/mortgage) they want to foreclose on.

1. **United States Treasury Department held ‘legal tender in the form Federal Reserve notes have no value, are not redeemable despite 12 USC 411, and receive no backing from anything’, that this is been the case since 1933. Since the United States financial officer and expert on the currency of the United States has determined that Federal Reserve notes have no value, what species of currency was provided for the associated loan, for which you claim a debt is owed, payable and due? Please understand, I believe your claim is that this property was utilized as security for a loan, at the time the loan was applied for, I did not own the home, nor was there any documentation on file that I had a security interest in the property. The loan that I applied for was a personal loan which I was to utilize for purchasing a home from a private homeowner, not from a lender, and the funds were held in escrow.**
2. **I have a right to verify that the funds that were held in escrow were actual funds and not credit, because at no time did, I apply for a line of credit, my intent was for a home loan. So, I have the right to challenge this debt, and the species of currency claimed utilized for creating the debt in the first instance. Was that species of currency Federal Reserve notes? If it were Federal Reserve notes, then the United States government has already held that Federal Reserve Notes have no value. If the contract is founded upon consideration without value, the contract and/or mortgage deed of trust is void ab initio, do you agree? If so, then why are you presenting false information upon the record? If you do not agree, where is your proof as to the validity of this loan/debt?**
3. **According to the statute governing Federal Reserve and their redeeming ability, it specifically holds that “Federal Reserve are to be used for making advancement from member banks of the Federal Reserve’s system and for no other purpose are the authorized”, the question again is, and with the currency that you supply the alleged loan? And in what species of currency is there available to my person to reimburse you for your alleged expense?**
4. **If the original loan was completed via electronic transfer, what was the feces of currency issued the original purchase? If required this loan by way of purchase acquisition, what species of currency was utilized in order to acquire the funds for the transfer and/or assignment associated with the aforementioned?**
5. **Per the agreement my property is being treated on the market in one form or another, this is a separate stipulation any agreement, whereby I was to either dividend and or other compensation for allowing my property, which was only utilized as collateral for a loan, to be traded in exchange for valuable consideration. I do hereby bring forth my claim, that I have not received the benefit of such a transaction for which I am now harmed as a result of the misrepresentation, an alleged conspiracy to mislead my person by claiming that despite the monies my person respecting this particular transaction, there has not been offset, which is a violation of the federal FAIR DEBT COLLECTIONS PRACTICES ACT, AND THE FAIR CREDIT REPORTING ACT. Please note that for each violation of the aforementioned act, there is an associated thereto, who are receiving this presentment as a challenge to the alleged debt as a whole, for which you claim is owed, payable and due, despite the mortgage-backed security/REMIC, resulting in the securitization of my original contractual agreement.**

**Please answer the following question individually, separate, specifically, with evidences as well as factual foundational conclusion of law, for as a result of our agreement you are duty-bound to respond under the principles of “duty to respond”, and any act****(’s), and or action(’s), and or inaction(’s), and or associated conduct and or associated performance will be construed as assent to the terms of this agreement, which contains not only a commerce clause (see: Clearfield doctrine), but an arbitration clause with specific provision, please read carefully: please provide proof of claim-**

1. **That we are not currently under a national emergency whereby all banking business have been suspended similar to that indicated by presidential proclamation 2039?**
2. **That as a result of the current emergency, book entry credit is not an acceptable form of business transaction within the borders of the United States?**
3. **That you have not charged off this account and or that the account itself has never been charged off whereby an internal credit has been applied, bringing the account balance to zero, and then the creation of a new account where the previous unapplied credit remained outstanding (in other words that there is an outstanding balance after the internal credit application)?**
4. **That your attempt to seize and/or take my property is not a violation of my right to due process, right to property? And that:**

**The Fifth Amendment does not command that property be not taken without making just compensation? That Valid contracts are not property, whether the obligor be a private individual, a municipality, a State or the United States?**

1. **That the Rights against the United States and or any other party arising out of a contract with it are protected by the Fifth Amendment? United States v. Central P. R. Co., 118 US 235, 238; United States v. Northern P. R. Co., 256 US 51, 64.**
2. **That when the United States and or any other party enters into contract relations, its rights and duties therein are governed generally by the law applicable to contracts between private individuals?**
3. **That in Perry v. United States, 294 US 330, 352-353 (1935) it was held that:-**

**When the United States, with constitutional authority, makes contracts, it has rights and incurs responsibilities similar to those of individuals who are parties to such instruments. There is no difference, said the Court in United States v. Bank of Metropolis, 15 Pet. 977, 392, except that the United States cannot be sued without its consent. See, also, The Floyd Acceptances (Pierce v. United States) 7 Wall. 666, 675; Cooke v. United States, 91 US 389, 396. In Lynch v. United States, 292 US 571, 580, with respect to an attempted abrogation by the Act of March 20, 1933 (48 Stat. at L. 8, 11, chap. 3, U.S.C. title 38, section 701) contracts of the United States, the Court quoted with approval the statement in the Sinking Fund Cases, 99 US 70, supra, and said: "Punctilious fulfillment of contractual obligations is essential to the maintenance of the credit of public as well as private debtors. No doubt there was in March, 1933, great need of economy. (This is in direct reference to the March 9, 1933 act and presidential proclamation 2039, where a NATIONAL ECONOMIC BANKING EMERGENCY was declared, facilitating the serious emergency that Congress has stated is still extant)?**

1. **In the administration of all government business economy had become urgent because of lessened revenues and the heavy obligations to be issued in the hope of relieving widespread distress. Congress was without power to reduce expenditures by abrogating contractual obligations of the United States. To abrogate contracts, in the attempt to lessen government expenditure, would be not the practice of economy, but an act of repudiation." And that any attempt on your part to invalidate this contract would amount to the same repudiation?**
2. **That the United States treasury, as authorized under the presidential proclamation 2039, has not declared legal tender to be valueless? Backed by nothing? [- *U.S. flag An official website of the United States Government-***

[**Legal Tender Status - Treasury Department**](https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx)[**--- U.S. DEPARTMENT OF THE TREASURY**](https://home.treasury.gov/)

[**https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx**](https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx)

**Jan 4, 2011 - The pertinent portion of law that applies is the Coinage Act of 1965, specifically Section 31 U.S.C. 5103, entitled "Legal tender," which states: "United States coins and currency (including Federal reserve notes and circulating notes of Federal reserve banks and national banks) are legal tender ... Federal Reserve notes are not redeemable in any commodity, and receive no backing by anything This has been the case since 1933. The notes have no value for themselves.”]**

1. **That “The Federal Emergency Relief Act of 1933** AN ACT, was not to provide for cooperation by the Federal Government with the several States and Territories and the District of Columbia in relieving the hardship and suffering caused by (Sec. 4. (a)) Out of the funds … **to provide the necessities of life to persons in need** as a result of **the present emergency**, and/or to their dependents, whether resident, transient, or homeless. - **The Federal Emergency Relief Act of 1933 Approved, May 12, 1933 (Sec. 4. (a))?**
2. ***That "The ownership of all property is not in the state”?***

***That "Under the new law government obligations, is [not] backed by the credit of the nation. It does [not] represent a mortgage on all the homes, and other property of all the people of the nation."?* Senate Document No. 43, 73rd Congress, 1st Session, *Congressional Record, March 9, 1933 on HR 1491 p. 83.***

**Now, if Federal Reserve notes according to the United States Congress “*represent a mortgage on all the homes, and other property of all the people of the nation.", What was the original purchase for question four according to the United States, “the new deal associated with the new law”, was for a “GOVERNMENT OBLIGATIONS”, is this not so? (Please note that these are legal questions, for which each person is deemed to know the law, and since your business is financial, in a catbird seat respecting the answer to the aforementioned question and the particulars associated thereto, you should have no issues in answering the questions as presented in the context in which they are presented).***

**That Obligations of the United States shall [not] be receivable for all public dues? That they shall [not] be redeemed at the Treasury Department of the United States or at any Federal**[**Reserve bank**](https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=12-USC-1174175968-237777554&term_occur=177&term_src=title:12:chapter:3:subchapter:XII:section:411)**? 12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption (Dec. 23, 1913, ch. 6, § 16 (par.),**[**38 Stat. 265**](https://www.law.cornell.edu/rio/citation/38_Stat._265)**; Jan. 30, 1934, ch. 6, § 2(b)(1),**[**48 Stat. 337**](https://www.law.cornell.edu/rio/citation/48_Stat._337)**; Aug. 23, 1935, ch. 614, title II, § 203(a),**[**49 Stat. 704**](https://www.law.cornell.edu/rio/citation/49_Stat._704)**.)**

**You are hereby notified that I do hereby PLEDGE-tender of payment for the referenced obligation of debt, and I do so in a form of currency cognizable in the United States, back by my credit a percentage of rates supports the value of the intrinsic value of the United States full faith and credit, and because this debt concerns property of the United States it is deemed by law and operation of statute to be a “Government Obligations” and must be handled in accord with the dictates of statute. I accept the obligation on and in behalf of the United States of America and hereby make assignment of the obligation[s] to the United States Treasury Department creating a special relationship on and in behalf of the United States of America as authorized by statute and trust law. You are to present the item (remittance coupon) to the United States Treasury Department or at any Federal Reserve bank to include any Federal Reserve member banks to redeem the value of the obligation. 12 USC 411, directing an immediate credit for value to my account.**

**See: 50 U.S. Code § 4305 - Suspension of provisions relating to ally of enemy; regulation of transactions in foreign exchange of gold or silver, property transfers, vested interests, enforcement and penalties:**

1. **The President, if he shall find it compatible with the safety of the United States and with the successful prosecution of the war, may, by proclamation…**
2. **(1) During the time of war, [as a result of the NDAA, otherwise known as THE NATIONAL DEFENSE OF AMERICA Act, which as a result of the National Emergencies Act which is directly related and associated with the October 6, 1917 trading with the enemy’s act, which was amended by the March 9, 1933 Act, which Pres. Roosevelt supported by the issuance of a Presidential Proclamation 2039, declaring the National Emergency, and the NDAA requiring the Pres., to continue a war footing by annual declaration of war, documenting the full support of the United States Congress, which must be signed by the Pres. by 1:00 AM the first day of every year (Trump lashes out at GOP after override vote on defense bill- By MATTHEW DALY, December 29, 2020 GMT, Sen. Jim Inhofe, R-Okla., arrives as Senate Republicans hold leadership elections, on Capitol Hill in Washington, Tuesday, Nov. 10, 2020. WASHINGTON (AP) — President Donald Trump lashed out at congressional Republicans on Tuesday after the House easily voted to override his veto of a defense policy bill. A total of 109 Republicans, including Wyoming Rep. Liz Cheney, a member of GOP leadership, joined with Democrats on Monday to approve the override, which would be the first of Trump’s presidency. The Senate is expected to consider the measure later this week. Trump slammed GOP lawmakers on Twitter, charging that “Weak and tired Republican ‘leadership’ will allow the bad Defense Bill to pass.″ Trump called the override vote a “disgraceful act of cowardice and total submission by weak people to Big Tech. Negotiate a better Bill, or get better leaders, NOW! Senate should not approve NDAA until fixed!!!″ The 322-87 vote in the House sends the override effort to the Senate, where the exact timing of a vote is uncertain.], the President may, through any agency that he may designate, and under such rules and regulations as he may prescribe, by means of instructions, licenses, or otherwise— (McConnell said Tuesday that approval of the $740 billion National Defense Authorization Act, or NDAA, is crucial to the nation’s defense and to “deter great-power rivals like China and Russia.″ The bill “will cement our advantage on the seas, on land, in the air, in cyberspace and in space,″ McConnell said. The bill also provides a 3% pay raise for U.S. troops, improvements for military housing, child care and more, McConnell said…” Confirming that we are in a National Emergency, Pres. Trump on March 20, 2020 made an announcement on national television with the statement that those are 2 very big words, referencing the October 6, 1917 trading with the enemy’s act and the March 9, 1933 amendment of the aforesaid act. -**"To unleash the full power of the federal government ... **I AM OFFICIALLY DECLARING A NATIONAL EMERGENCY**," Trump said. "Two very big words." The authority is in the Federal Positive Laws as noted above)]…

**(2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.**

**NOW, THEREFORE, I am relying on presidential proclamation 2039 and the federal law known as the emergency banking relief act of March 9, 1933, in discharging this obligation of the United States. I am further exercising my right of redemption for demanding a full and complete accounting certified as well as verified to the precise comprehensive nature of said debt as provided under my equitable/statutory right to redeem my property. In consideration of Ten Dollars ($10.00) and other goods and valuable consideration, in hand, paid to The party YOU Trust by, The Undersigned YOUR NAME does hereby grant, bargain, sell, assign, transfer, pledge and set over unto the Former all of Latter’s, right of redemption from foreclosure of that certain mortgage executed by MORTGAGOR[’S] (BORROWER) to NAME OF THE BANK on the 16th day of October, 2021; together with all other right, title and interest of THE BORROWER(’S) in and to the property. I further transfer and the associated equitable right to the transferee aforementioned in the manner stated aforementioned, and I do so without recourse.**

**As per the terms of this contract this shall serve as my notice of change in terms of contract, cancelling and or suspending any acceleration and or associated penalties in paying the US ‘government [debt Instrument] obligations’ for value through acceptance, pledging an assignment in full. And shall act as my redemption under statute and in equity.**

**Re: the account information goes here**

|  |
| --- |
| **Michael Milliken, 3531-QW8429PPLXFHG CX-KH BF457HY71 – 4ETSWT4©**  **ABC Avenue 3-01-19**  **DEF, XYZ**  **EQUITABLE REMITTANCE COUPON**  “Pay and Pledged  $ 80,000.00 xx  To the Order of: ­­­­ RITOWD FINANCIAL SERVICES**. WITHOUT RECOURSE”**  **Amount of**  **Obligation: EIGHTY THOUSAND DOLLARS IN CERTIFIED CREDIT BY A NONTAXPAYER AT PAR**  **INTENTIONS: The above United States government obligations is hereby accepted and acknowledged and I do assign and pledge**  **the total value of the obligation to the United States of America through the United States Department of the Treasury**  **to be redeemed for value and receivable at the Federal Reserve, the Federal Reserve Bank, and/or any member bank and/or**  **National Association as prescribed by statute (the act of March 9, 1933; the act of May 12, 1933; 12 USC 411; 18 USC 8; UCC 1-308; 3-419**  **and the intentions of the United States Congress concerning THE CURRENT SERIOUS NATIONAL EMERGENCY), and credited to grantors account.**  **Memo: Discharging of Government Obligations #--------------------------------- x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Settlor and Interest Holder and Citizen of the United States of America** |

**So, the remedy provided by government for discharging government obligations is 12 USC 411, and I elect to use such a remedy.**

**This is my Qualified Written Request, and you are given this final opportunity to cure!**

1. **I referenced and indicated that there was the discrepancy/dispute between the amount that is claimed owed your organization, as my accounting indicates the need for you to provide validation and sworn verification of the alleged debt (please that “verification” defined United States Congress is directly associated with a sworn statement and/or affidavit under penalty, that is the instent of the statute and is what I am seeking with reference to my demand for verification of the alleged debt).**
2. **I will be requiring you to furnish me with the complete comprehensive audit of this account from its inception, a general statement will not suffice as I am disputing the amount that is claimed payable and due. Please note that per the legal requirements, and my rights I have the right to demand validation as well as verification under sworn statement and I make such a demand at this time (you have 30 (calendar) days to supply information referencing the preceding paragraph and this paragraph solely and by law must cease any all associated debt collection activities until such has been provided, a copy of the aforementioned statute which is wholly applicable to your organization is affixed and/or attached/incorporated by reference and or otherwise hereto).**
3. **Previously I’ve asked for this information which has not been furnished in violation of my rights, in violation of consumer protection laws, and I hereby place you on notice of such violations and my objection to such conduct, which may or may not lead to an FTC/C.F.P.B. Complaint(’s).**
4. **I do not require unverified statements, I do however, require documentation and sworn verification provided by an officer of the organization qualified to present such information in certified format.**
5. **It is my belief that someone in your organization has not been keeping accurate accounting, it is also my belief that payment in full have been received on this account and not accurately applied to the account, and as a result there is a conflict with the claim, by both parties which means that you will have to provide proof of claim, I hereby demand that proof be provided, verification and validation by way of certified records as they exist as of this day.**
6. **Trustee of the Securitized Trust associated with the account noted above, the statutes so governing requires you to keep proper records as custodian. We are in severe need of a complete comprehensive and composite accounting all-inclusive of notes, ledgers, references and term definitions. This would be taken to include ticker symbols, cusip(’s) and account numbers, interest and other accounting/payments/credits due the Grantor. You are treading my assigned and authorized property on the MARKET, I require the 1099’s for tax purposes and need you to continue to supply my person without stoppage heretofore and henceforth. I also require the following:**
   1. **Then there is the issue of the default insurance, I have been paying the premium on this insurance, and as a direct result of the deed of trust agreement this is my FORECLOSURE PROTECTION POLICY, I now invoke my rights with respects your obligation to file a claim with reference to my FORECLOSURE PROTECTION POLICY and your claim of non-payment, as stipulated by the deed of trust agreement.**
   2. **A full, double sided, certified “true and accurate” copy of the original promissory note and security instrument and all assignments of the security instrument.**
   3. **Full name, address and telephone number of the actual entity that funded the transaction.**

* 1. **Full name of Trust where the Note Number/at issue is trading, or has traded, and the identifying Series of Certificates**

**(Note: If the note number is being traded in a Fannie Mae Trust or Freddie Mac Trust, please provide all information to identify the Trust (i.e. Fannie Mae Pool Number, CUSIP Number, REMIC or SMBS Trust Number and Trust Class/Tranche).**

* 1. **Full name, address, and telephone number of the Trustee(’s), full name, address, and telephone number of the Custodian of my original Promissory Note, including the name, address and telephone number of any trustee or other fiduciary. This request is being made pursuant to Section 1641(f)(2) of the Truth In Lending Act.**
  2. **A physical location (address) of the original promissory note, original security instrument, and all assignments of the security instrument, and a contact name and phone number of someone who can arrange for inspection of said documents. Full name, address and telephone number of any master servicers, servicers, sub-servicers, contingency servicers, back-up servicers or special servicers for this account.**
  3. **The electronic MERS number assigned to this account if this is a MERS Designated Account providing the date(s) that it became active/inactive, if applicable.**
  4. **Proof of true sale of the note from alleged Lender to investors, by showing: Wire transfer document(s) and/or Signed purchase and sale agreement(s) Bank statements or similar documentation. The MERS Milestone Report, if the note number and security instrument was tracked by Mortgage Electronic Registration Systems. I want to see the audit trail of the alleged transfer in ownership and alleged transfer in security interest.**
     + 1. **A complete audit history from alleged loan origination, showing the dates payments were applied, and to what internal accounts (i.e. principal, interest, suspense, escrow, etc.) payments were applied.**
       2. **A complete and itemized statement of all advances or charges against this account.**
       3. **A complete and itemized statement of the escrow for this account, if any, from the date of the note origination to the date of your response to this letter.**
  5. **Have you purchased and charged to the account any Force-Placed Insurance? If your response to this is yes, please provide the insurers name, address, and phone number, and policy number.**
  6. **A complete and itemized statement from the date of the note origination to the date of your response to this letter of the amounts charged for any forced-placed insurance, the date of the charge, the name of the insurance company, the relation of the insurance company to you or a related company, the amount of commission you received for each force-placed insurance event, and an itemized statement of any other expenses related thereto.**
  7. **A complete and itemized statement from the date of the note origination to the date of your response to this letter of any suspense account entries and/or any corporate advance entries related in any way to this account.**
     + 1. **A complete and itemized statement from the date of the loan to the date of your response to this letter of any property inspection fees, property preservation fees, broker opinion fees, appraisal fees, bankruptcy monitoring fees, or other similar fees or expenses related in any way to this loan.**
       2. **A statement/provision under the security instrument and/or note that authorizes charging any such fee against the account.**
       3. **Copies of all property inspection reports and appraisals, broker price opinions, and associated bills, invoices, and checks or wire transfers in payment thereof.**
       4. **Complete copy of any transaction report(s) indicating any charges for any "add on products" sold to the debtors in connection with this account from the date of the note origination to the date of your response to this letter.**
       5. **Complete and itemized statement of any late charges added to this account from the date of the note origination to the date of your response to this letter.**
       6. **Complete and itemized statement of any fees incurred to modify, extend, or amend the loan or to defer any payment or payments due under the terms of the loan, from the date of the note origination to the date of your response to this letter.**
       7. **Complete, itemized statement of the current amount needed to pay-off the alleged “loan” in full.**
       8. **Verification of any notification provided to me of a change in servicer.**

* 1. **TRUTH – IN-LENDING ACT § 131(f)(2)**

**Pursuant to 15 U.S.C. § 1641 (f):**

* 1. **You and your fellow associates have already plead guilty and the US Attorney Generals having investigated and gathered enough evidence to cause massive criminal complaints to be filed.**

**Note the application to you:**

**FORM T-1**

**STATEMENT OF ELIGIBILITY UNDER**

**THE TRUST INDENTURE ACT OF 1939 OF A**

**CORPORATION DESIGNATED TO ACT AS TRUSTEE**

**Check if an Application to Determine Eligibility of**

**a Trustee Pursuant to Section 305(b)(2) x Debt Securities**

**The Single Family Mortgage Industry**

**The single family mortgage industry consists of financial services**

**and other firms that originate, underwrite, securitize, and service mortgages for**

**residential properties designed to house one- to four-family dwellings.**

**7 C.F.R. 1901.503 & 508 the SINGLE FAMILY HOUSING HOME LOAN GUARANTEE PROGRAM**

**Our home is part of the Federally Regulated Program!**

**Mortgage origination is the process whereby a lender loans money**

**to a borrower and receives a security interest in property, through a mortgage or**

**comparable device that secures the loan (Note that the Loan already has a security Guarantee**

**the Government backing and another Mortgage Default Insurance). Origination generally**

**includes all the steps from receiving a loan application through disbursal of the loan proceeds. (Exactly)!!!!!**

**For more than thirty years, mortgages typically have been “pooled” to create an investment vehicle, often denominated as a trust, (My Wife and I are the Chief GRANTOR’S AND INVESTOR’S of and over the instant TRUST!) and interests in the trusts have been sold to investors (THEY AND WE ARE CALLED TRUST INTEREST HOLDER’S or TIH’s), that own interests in payment streams generated by principal and interest payments by the borrowers, and the trading on the World Financial MARKET.…**

* 1. **FACTUAL ALLEGATIONS**
  2. **The Banks’ Servicing Misconduct**
  3. **Each of the Banks services home mortgage loans secured by residential properties owned by individual citizens of the Plaintiff States, and of the United States.**
  4. **Each Bank is engaged in trade or commerce in each of the PlaintiffStates and is subject to the consumer protection laws of the States in the conduct of their debt collection, loss mitigation and foreclosure activities. The consumer protection laws of the Plaintiff States include laws prohibiting unfair or deceptive practices.**

**1. The Banks’ Unfair, Deceptive, and Unlawful Servicing Processes Under the States’ consumer protection laws, the Banks are prohibited from engaging in unfair or deceptive practices with respect to consumers.**

**In the course of their conduct, management and oversight of loan servicing in the Plaintiff States, the Banks have engaged in a pattern of unfair and deceptive practices.**

* 1. **The Banks’ unfair and deceptive practices in the discharge of their loan servicing activities, include, but are not limited to, the following:**

**a. failing to timely and accurately apply payments made by borrowers and failing to maintain accurate account statements;**

**b. charging excessive or improper fees for default-related services;**

**c. failing to properly oversee third party vendors involved in servicing activities on behalf of the Banks;**

**d. imposing force-placed insurance without properly notifying the borrowers and when borrowers already had adequate coverage;**

**e. providing borrowers false or misleading information in response to borrower complaints; and**

**f. failing to maintain appropriate staffing, training, and quality control systems.**

**2. The Banks’ Unfair, Deceptive, and Unlawful Loan Modification and Loss Mitigation Processes**

**Under the States’ consumer protection laws, the Banks are prohibited from engaging in unfair or deceptive practices with respect to**

**consumers.**

**Pursuant to HUD regulations and FHA guidance, FHA-approved mortgage lenders and their servicers are required to engage in loss-mitigation efforts to avoid the foreclosure of HUD-insured single family residential mortgages. E.g., 24 C.F.R. § 203.500 et seq.; Mortgagee Letter 2008-07 (“Treble Damages for Failure to Engage in Loss Mitigation”) (Sept. 26, 2008); Mortgage Letter 1996-25 (“Existing Alternatives to Foreclosure -- Loss Mitigation”) (May 8, 1996). Thus, when acting as a servicer, the Banks were required to refrain from foreclosing on any FHA insured mortgage where a default could be addressed by modifying the terms of the mortgage or other less-costly alternatives to foreclosure were available.**

**Under the Treasury’s various rescue and stimulus programs, the Banks received monetary incentives from the Federal government in exchange for the commitment to make efforts to modify defaulting borrowers’ single family residential mortgages. See, e.g., Making Home Affordable Handbook v.1.0, ch. 13 (“Incentive Compensation”) (Aug. 19, 2010). Under the programs, the Banks agreed to fulfill requirements set forth in program guidelines and servicer participation agreements.**

**Each of the Banks regularly conducts or manages loan modifications on behalf of the entities that hold the loans and mortgages and that**

**hired the Banks as servicers.**

**In the course of their servicing and oversight of mortgage loans, the Banks violated federal laws, program requirements and contractual**

**requirements governing loss mitigation.**

**In the course of their conduct, management and oversight of loan modifications in the plaintiff States, the Banks have engaged in a pattern of unfair and deceptive practices.**

**The Banks’ failure to discharge their required loan modification obligations, and related unfair and deceptive practices, include, but are not limited to, the following:**

**a. failing to perform proper loan modification underwriting;**

**b. failing to gather or losing loan modification application documentation and other paper work;**

**c. failing to provide adequate staffing to implement programs;**

**d. failing to adequately train staff responsible for loan modifications;**

**e. failing to establish adequate processes for loan modifications;**

**f. allowing borrowers to stay in trial modifications for excessive time periods;**

**g. wrongfully denying modification applications;**

**h. failing to respond to borrower inquiries;**

**i. providing false or misleading information to consumers while referring loans to foreclosure during the loan modification application process;**

**j. providing false or misleading information to consumers while initiating foreclosures where the borrower was in good faith actively pursuing a loss mitigation alternative offered by the Bank;**

**k. providing false or misleading information to consumers while scheduling and conducting foreclosure sales during the loan application process and during trial loan modification periods;**

**l. misrepresenting to borrowers that loss mitigation programs would provide relief from the initiation of foreclosure or further foreclosure efforts;**

**m. failing to provide accurate and timely information to borrowers who are in need of, and eligible for, loss mitigation services, including loan modifications;**

**n. falsely advising borrowers that they must be at least 60-days delinquent in loan payments to qualify for a loan modification;**

**o. miscalculating borrowers’ eligibility for loan modification programs and improperly denying loan modification relief to eligible borrowers.**

**p. misleading borrowers by representing that loan modification applications will be handled promptly when Banks regularly fail to act on loan modifications in a timely manner;**

**q. failing to properly process borrowers’ applications for loan modifications, including failing to account for documents submitted by borrowers and failing to respond to borrowers’ reasonable requests for information and assistance;**

**r. failing to assign adequate staff resources with sufficient training to handle the demand from distressed borrowers; and**

**s. misleading borrowers by providing false or deceptive reasons for denial of loan modifications.**

**3. Wrongful Conduct Related to Foreclosures**

**Under the States’ consumer protection laws, the Banks are prohibited from engaging in unfair or deceptive practices with respect to consumers.**

**FHA regulations and guidance and HAMP and other MHA servicer participation agreements establish requirements to be followed in the foreclosure of single-family residential mortgages that are FHA insured, or where the servicer conducting the foreclosure is an MHA participant.**

**Each of the Banks regularly conducts or manages foreclosures on behalf of entities that hold mortgage loans and have contracted with the Bank to service such loans.**

**In the course of their conduct, management, and oversight of foreclosures, the Banks violated FHA and MHA foreclosure requirements.**

**In the course of their conduct, management, and oversight of foreclosures in the plaintiff States, the Banks have engaged in a pattern of unfair and deceptive practices.**

**The Banks’ failure to follow appropriate foreclosure procedures, and related unfair and deceptive practices include, but are not limited to, the following:**

**a. failing to properly identify the foreclosing party;**

**b. charging improper fees related to foreclosures;**

**c. preparing, executing, notarizing or presenting false and misleading documents, filing false and misleading documents with courts and government agencies, or otherwise using false or misleading documents as part of the foreclosure process (including, but not limited to, affidavits, declarations, certifications, substitutions of trustees, and assignments);**

**d. preparing, executing, or filing affidavits in foreclosure proceedings without personal knowledge of the assertions in the affidavits and without review of any information or documentation to verify the assertions in such affidavits. This practice of repeated false attestation of information in affidavits is popularly known as “robosigning.” Where third parties engaged in robosigning on behalf of the Banks, they did so with the knowledge and approval of the Banks;**

**e. executing and filing affidavits in foreclosure proceedings that were not properly notarized in accordance with applicable state law;**

**f. misrepresenting the identity, office, or legal status of the affiant executing foreclosure-related documents;**

**g. inappropriately charging servicing, document creation, recordation and other costs and expenses related to foreclosures; and**

**h. inappropriately dual-tracking foreclosure and loan modification activities, and failing to communicate with borrowers with respect to foreclosure activities.**

**B. The Banks’ Origination Misconduct**

**1. Unfair and Deceptive Origination Practices Under the States’ consumer protection laws, the Banks are prohibited from engaging in unfair or deceptive practices with respect to consumers.**

**Each of the Banks regularly originates mortgage loans.**

**In the course of their origination of mortgage loans in the Plaintiff States, the Banks have engaged in a pattern of unfair and deceptive practices.**

**Among other consequences, these practices caused borrowers in the Plaintiff States to enter into unaffordable mortgage loans that led to increased foreclosures in the States.**

1. **Borrower, is the Trust Interest Holder, an interested party and am in need of an accurately detailed verified comprehensive and Composite Accounting so as to settle affairs of the Estate.**

**This is a Matter Of Duty Of Trust, you owe a responsibility to the Grantor and Trust Interest Holder Borrower.**

1. **CAVEAT**
2. Please understand that while the Undersigned wants, wishes and desires to resolve this matter as promptly as possible, the Undersigned can only do so upon Respondent(’s) ‘official response’ to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim by Respondent(’s) providing the Undersigned with the requested and necessary Proof of Claims raised herein above.
3. Therefore, as the Undersigned is not a signatory; NOR a party, to your “social compact” (contract) known as the Constitution (Charter) of the UNITED STATES; NOR noticed NOR cognizant, of any agreement/contract between the UNITED STATES, and the Undersigned and specifically any obtained through FULL DISCLOSURE and containing any FAIR/VALUABLE CONSIDERATION therein, which would act/operate to create andestablish a “relationship”(nexus) and thereby; and therein, bind the Undersigned to the specific “source of authority” for the creation and existence of the alleged statute(s)/law(s) as contained and allegedly promulgated within the “Code” known as the United States Code; which, with the privity of contract or contract itself would thereby; and therein, create and establish legal force and or effect of said statute(s)/law(s) over and upon the Undersigned; and, would also act/operate to subject the Undersigned to the “statutory jurisdiction” of the UNITED STATES, its laws, venue, jurisdiction, and the like of its commercial courts/administrative tribunals/units and thereby; and therein, bind the Undersigned to said courts/administrative tribunal’s/unit’s decisions, orders, judgments, and the like; and specifically as within the above referenced alleged Commercial/Civil/Cause; and, which would act/operate to establish and confer upon said court/administrative tribunal/unit the necessary requirement/essential of “subject-matter jurisdiction” without which it is powerless to move in any action other than to dismiss. And as a result thereof the parties agree that any statute and/or code introduced by the United States Congress and or state legislature under its non-governmental capacity i.e. it’s “corporate business commercial transacting capacity”, are not binding on any of the parties, and cannot be introduced and or used as any justification for any proceeding, and/or procedure, and or remedy respecting this matter. The arbitration process is binding on all parties and is the sole and exclusive remedy for redressing any issue associated with this agreement. That this agreement supersedes and predates as well as replaces any and all prior agreements between the parties, and is binding on all parties and irrevocable, and the parties agreed to the terms and conditions of this agreement upon default of the defaulting party as of the date of the default, that the value of this agreement and the amount demanded is (**enter the dollar amount here, you are to enter that amount in words as well as numeric format, an example is $80,000 (EIGHTY THOUSAND DOLLARS)(you can remove this section that is in parentheses, as it’s only for informational purposes only**). The Undersigned once more respectfully requests the Respondent(s) provide said necessary Proof of Claims so as to resolve the Undersigned’s confusion and concerns within this/these matter(s). Otherwise, the Undersigned must ask, “What is the Undersigned’s remedy?”
4. **THEREFORE**, as Respondent(s) have superior knowledge of the law, and as custodian of record has access to the requested and necessary Proof of Claims, and otherwise being in a ‘catbird’s seat’ to provide the requested and necessary Proof of Claims raised herein above, Respondent(s) is able, capable, and most qualified to inform the Undersigned on those matters relating to and bearing upon the above referenced alleged ***CIVIL/COMMERCIAL/Cause*** and thereby; that there is a duty on the part of the parties to communicate and/or respond to the aforementioned proof of claim and/or demand associated with this self-executing binding irrevocable contractual agreement coupled with interests and therein, has an obligation to clear-up all confusion and concerns in said matter(s) for the Undersigned as to the nature and cause of said process(s), proceeding(s), and the like as well as the lawfulness and validity of such to include; inter ali***,*** all decisions, orders, and the like within; and arising from, all such within said Commercial/Civil/Cause.
5. The Undersigned herein; and hereby, provides the Respondent(s) ten (10) Calendar days; to commence the day after receipt of this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, in which to gather and provide the Undersigned with the requested and necessary Proof of Claims raised herein above, with the instruction, to transmit said Proof of Claims to the Undersigned and the below named Notary/Third Party and or their representative as stipulated and attached hereto if applicable, for the sole purpose of certifying RESPONSE or want thereof from Respondent(s). Further, the Undersigned herein; and hereby, extends to the Respondent(s) the offer for an additional ten (10) Calendar days in which to provide the requested and necessary Proof of Claims raised herein above. If Respondent(s) desires the additional ten (10) Calendar days, Respondent must cause to be transmitted to the Undersigned and the below named Notary/Third Party etc. al; a signed written REQUEST. Upon receipt thereof, the extension is automatic; however, the Undersigned strongly recommends the Respondent(s) make request for the additional ten (10) Calendar days well before the initial ten (10) Calendar days have elapse to allow for mailing time. NOTICE: Should Respondent(s) make request for the additional ten (10) Calendar days, said request will be deemed “good faith” on the part of Respondent(s) to perform to this offer and provide the requested and necessary Proof of Claims. Should Respondent(s) upon making request for the additional ten (10) Calendar days, of which there will be, cannot be, and shall not be any extension as the aforementioned requested information is required to be readily available for inspection and review upon demand, then fail or otherwise refuse to provide the requested and necessary Proof of Claims, and/or fails to provide the specific information in full detail as specified according to the terms of this agreement, and or shall cause to have presented a nonresponse, and or a general response, and or a nonspecific response, which shall only constitute as an attempt to evade, to avoid, to delay, said act(s) on the part of Respondent(s) shall be deemed and evidenced as an attempted constructive fraud, deception, bad faith, and the like upon Respondent’s (s’) part and further attempts to cause an inflict injury upon the Undersigned. Further, the Undersigned herein strongly recommends to Respondent(s) that any Proof of Claims and request for the additional ten (10) Calendar days be transmitted “Certified” Mail, Return Receipt Requested, and the contents therein under Proof of Mailing for the good of all concerned.
6. Should the Respondent(s) fail or otherwise refuse to provide the requested and necessary Proof of Claims raised herein above within the expressed period of time established and set herein above, Respondent(s) will have failed to State any claim upon which relief can be granted. Further, Respondent(s) will have agreed and consented through “tacit acquiescence” to ALL the facts in relation to the above referenced alleged Commercial/Civil/Cause, as raised herein above as Proof of Claims herein; and ALL facts necessarily and of consequence arising there from, are true as they operate in favor of the Undersigned, and that said facts shall stand as prima facie and ultimate (un-refutable) between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, the corporate Government juridical construct(s) Respondent(s) represents/serves, and ALL officers, agents, employees, assigns, and the like in service to Respondent(s), as being undisputed. Further, failure and/or refusal by Respondent(s) to provide the requested and necessary Proof of Claims raised herein above shall act/operate as ratification by Respondent(s) that ALL facts as set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, are true, correct, complete, and NOT misleading.
7. **ARBITRATION- AN ADMINISTRATIVE REMEDY COGNIZABLE AT COMMON-LAW**

1. **ADDITIONALLY** it is exigent and of consequence for the Undersigned to inform Respondent(s), in accordance with and pursuant to the principles and doctrines of “clean hands” and “good faith,” that by Respondents(s) failure and or refusal to respond and provide the requested and necessary Proof of Claims raised herein above and thereby; and it shall be held and noted and agreed to by all parties, that a general response, a nonspecific response, or a failure to respond with specificities and facts and conclusions of common law, and or to provide the requested information and documentation that is necessary and in support of the agreement shall constitute a failure and a deliberate and intentional refusal to respond and as a result thereby and or therein, expressing the defaulting party’s consent and agreement to said facts and as a result of the self-executing agreement, the following is contingent upon their failure to respond in good faith, with specificity, with facts and conclusions of common-law to each and every averment, condition, and/or claim raised; as they operate in favor of the Undersigned, through “tacit acquiescence” (tacit- within the context of this agreement shall always imply conduct, act(’s), action(’s), inaction(’s), or otherwise amounting to or constituting assent, to have final determination by the selected arbitrator exclusively) admission that the Court has the right **(jurisdiction)** to judge in the cause **(i.e. subject matter jurisdiction),** Respondent(s) NOT ONLY expressly affirm the truth and validity of said facts set, established, and agreed upon between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim, but Respondent(s); having agreed and consented to Respondent(s) having a duty and obligation to provide the requested and necessary Proof of Claims raised herein above, will create and establish for Respondent(s) an estoppel in this matter(s), and ALL matters relating hereto; and arising necessarily therefrom;

and,

1. In accordance with and pursuant to this agreement; a contractually (consensual) binding agreement between the parties to this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim to include the corporate Government Agency/Department construct(s) whom Respondent(s) represents/serves; as well as, ALL officers, agents, employees, assigns, and the like in service to Respondent(s) will not argue, controvert, oppose, or otherwise protest ANY of the facts already agreed upon by the parties set and established herein; and necessarily and of consequence arising therefrom, in ANY future remedial proceeding(s)/action(s), including binding arbitration and confirmation of the award in the Court of the United States of America at any competent court under original jurisdiction, in accordance with the general principles of non-statutory Arbitration, wherein this Conditional Acceptance for the Value/Agreement/Contract no. **3531-QW8429PPLXFHG CX-KH BF457HY71 – 4ETSWT4©** constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure (where and such silence and our failure equates action(’s) to act(’s), conduct, performance, forbearance, inaction, equating to assent) documenting the parties consent (whether directly and/or indirectly related, third party, interested party and/or otherwise) agreeing to settle any and all disputes by arbitration, via the SITCOMM ARBITRATION ASSOCIATION and if not available or otherwise be deemed incapable of conducting the proceedings either personally or through a subcontractor, the parties elect that the default shall result in arbitration and shall be forthwith had through THE EEON FOUNDATION, and the parties agree that arbitrations shall be the sole and exclusive remedy for settling any and all disputes arising out of this agreement and/or associated in any way with this agreement. To respond when a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator , whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned’s representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the ARBITRATOR deems necessary to enforce the “good faith” of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the ARBITRATOR deems appropriate.
2. This constitutes an agreement of all interested parties in the event of a default and acceptance through silence/failure (where and such silence and our failure equates action(’s) to act(’s), conduct, performance, forbearance, inaction, equating to assent) documenting the parties consent (whether directly and/or indirectly related, third party, interested party and/or otherwise) agreeing to settle any and all disputes by arbitration, via the SITCOMM ARBITRATION ASSOCIATION and if not available or otherwise be deemed incapable of conducting the proceedings either personally or through a subcontractor, the parties elect that arbitration shall be forthwith had through THE EEON FOUNDATION, and the parties agree that arbitration shall be the sole and exclusive remedy for settling any and all disputes arising out of this agreement and/or associated in any way with this agreement. When a request for summary disposition of any claims or particular issue may be requested and decided by the arbitrator, whereas a designated arbitrator shall be chosen at random, who is duly authorized, and in the event of any physical or mental incapacity to act as arbitrator, the Undersigned shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration and this agreements default provisions, as the arbitration process is a private remedy chosen by the contracting parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned’s representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced although a party who was duly notified of the arbitration proceeding did not appear; that the ARBITRATOR shall have and possess sole authority to enforce the “good faith” of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the ARBITRATOR deems appropriate.
3. Further, Respondent(s) agrees the Undersigned can secure damages via financial lien on assets, properties held by them or on their behalf for ALL injuries sustained and inflicted upon the Undersigned for the moral wrongs committed against the Undersigned as set, established, agreed and consented to herein by the parties hereto, to include but not limited to: constitutional impermissible misapplication of statute(s)/law(s) in the above referenced alleged Commercial/Civil/Cause; fraud, conspiracy (two or more involved); trespass of title, property, and the like; and, ALL other known and unknown trespasses and moral wrongs committed through ultra vires act(s) of ALL involved herein; whether by commission or omission. Final amount of damages to be calculated prior to submission of Tort Claim and/or the filing of lien and the perfection of a security interest via a Uniform Commercial Code financing 1 Statement; estimated in excess of ONE (1) Million dollars (USD- or other lawful money or currency generally accepted with or by the financial markets in America), . Per Respondent(’s) failure and or refusal to provide the requested and necessary Proof of Claims and thereby; and therein consenting and agreeing to ALL the facts set, established, and agreed upon, by such assenting conduct it is agreed upon between the parties hereto, that such conduct shall constitute a self-executing binding irrevocable durable general power of attorney coupled with interests; this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim becomes the security agreement under commercial law whereby only the non-defaulting party becomes the secured party, the holder in due course, the creditor in and at commerce. It is deemed and shall always and forever be held that the undersigned and any and all property, interest, assets, estates, trusts commercial or otherwise shall be deemed consumer and household goods not-for-profit and or gain, private property, and exempt, not for commercial use, nontaxable as defined by the Uniform Commercial Code article 9 section 102 and article 9 section 109 and shall not in any point and/or manner, past, present and/or future be construed otherwise- see the Uniform Commercial Code article 3, 8, and 9.
4. Should Respondent(s) allow the ten (10) Calendar days or twenty (20) Calendar days total if request was made by signed written application for the additional ten (10) Calendar days to elapse without providing the requested and necessary Proof of Claims, Respondent(s) will go into fault and the Undersigned will cause to be transmitted a Notice of Fault and Opportunity to Cure and Contest Acceptance to the Respondent(s); wherein, Respondent(s) will be given an additional three (3) days (72 hours) to cure Respondent’s (s’) fault. Should Respondent(s) fail or otherwise refuse to cure Respondent’s(s’) fault, Respondent will be found in default and thereby; and therein, Respondent will have established Respondent’s(s’) consent and agreement to the facts contained within this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim as said facts operate in favor of the Undersigned; e.g., that the judgment of alleged “court of record” within the above referenced alleged ***Commercial/Civil/Cause*** is VOID AB INITIO for want of subject-matter jurisdiction of said venue; insufficient document (Information) and affidavits in support thereof for want of establishing a claim of debt; want of Relationship with the “source of authority” for said statute(s)/law(s) for want of privity of contract, or contract itself; improperly identified parties to said judgment, as well as said dispute/matter; and, Respondent(s) agrees and consents that Respondent(s) does have a duty and obligation to Undersigned; as well as the corporate Government Department/agency construct(s) Respondent(s) represents/serves, to correct the record in the above referenced alleged ***Commercial/Civil/Cause*** and thereby; and therein, release the indenture (however termed/styled) upon the Undersigned and cause the Undersigned to be restored to liberty, and releasing the Undersigned’s property rights, as well as ALL property held under a storage contract in the “name” of the all-capital-letter “named” defendant within the above referenced alleged ***Commercial/Civil/Cause*** within the alleged commercially “bonded” warehousing agency d.b.a., for the commercial corporate Government construct d.b.a. the United States. That this presentment is to be construed contextually and not otherwise, and that if any portion and/or provision contained within this presentment, this self-executing binding irrevocable contractual agreement coupled with interests, is deemed or held as inapplicable and or invalid, it shall in no way affect any other portion of this presentment. That the arbitrator is permitted and allowed to adjust the arbitration award to no less than two times the original value of the properties associated with this agreement, plus the addition of fines, penalties, and other assessments that are deemed reasonable to the arbitrator upon presentment of such claim, supported by prima facie evidence of the claim.

1. The defaulting party will be estopped from maintaining or enforcing the original offer/presentment; i.e., the above referenced alleged ***Commercial/Civil/Cause*** as well as ALL commercial paper (negotiable instruments) therein, within any court or administrative tribunal/unit within any venue, jurisdiction, and forum the Undersigned may deem appropriate to proceed within in the event of ANY and ALL breach(s) of this agreement by Respondent(s) to compel specific performance and or damages arising from injuries there from. The defaulting party will be foreclosed by laches and or estoppel from maintaining or enforcing the original offer/presentment in any mode or manner whatsoever, at any time, within any proceeding/action. Furthermore, the respondents are foreclosed against the enforcement, retaliation, assault, infringement, imprisonment, trespass upon the rights, properties, estate, person whether legal, natural or otherwise of the presenter/petitioner and/or his interest and/or his estate retroactively, at present, post-actively, forever under any circumstances, guise, and or presumption!
2. **NOTICE OF COMMON-LAW ARBITRATION:**

1. The Supreme Court has firmly held in *Archer* (2019), that the Courts are prohibited from engrafting “exceptions”, note:

‘When a contract delegates arbitrability questions to an arbitrator, some federal courts (have in an on-going conspiracy), none the less with short-circuit the process and decided the arbitrability questions themselves …”

1. The Supreme Court stated, “the Act does not contain a Declaratory, Injunctive, or whole groundless exception, as such it is consistent with the Federal Arbitration Act’, they concluded that ‘the Act does not contain such “exceptions”, and that they were not at liberty to rewrite the statute passed by Congress and signed by the President’. 586 U.S. \_\_\_\_\_, (2019)
2. The Court further held “when the Parties contract delegate the arbitrability questions to an arbitrator, the Court’s (all of them), must respect the parties’ decision as embodied in the contract. We vacate the contrary Judgment of the Court of Appeals. *Id.*
3. As stated by the United Court, matters of Arbitration are, if previously agreed and embodied in the contract, must be left to the Arbitrator to decide.
   1. The Plaintiff/Complaining Opposition Party, and each of the Respondents “agreed to the performance agreement [they] was given . . . as noted above, the Plaintiff failed to fulfill his [their] responsibilities under the performance agreement, [as] the contract is a performance contract in which the plaintiff [Respondents] acknowledges and agrees . . . the Court [Arbitrator] assumes that contract law would apply to this document.” *See, Charles et al.,* 215 U.S. Dist. Lexis 1 (*Charles, et al. v. Board, et al.*).
   2. The Plaintiff/Complaining Opposition Party acknowledges and willingly admits to receiving the several notices, thus eliminating the concealment element of fraud. *See,* F.R.C.P 9(b)
   3. The Plaintiff/Complaining Opposition Party acknowledges prior relationships (see, Page 12, paragraph 25; Page 17, paragraph 38), noted the general principles:

“The pre-existing Duty Rule” – is triggered when the promises undertakes to do something in addition to what he [they/she] is [are] already obligated to do under his [their/her] pre-existing Duty. *Great Plains Equip., et al. v. NW Pipeline, et al.*, 132 Idaho 754, 769-70, 979 P.2d 627 (1999).

* 1. It is said that UCC §§ 2-207 thru 2-210, governs provision added by a party unilaterally as well as provisions that alter pre-existing contracts based on mutual assent. So the contracts’ validity is protected the same as “the Rights Against the United States and other Parties arising out of a contract are protected by the 5th Amendment of the United States Constitution”. *US et al.*, 118 US 235, 238, 258 US 51, 65.

1. Jerome Powell in a 60 minutes video interview, as Chairman of the Federal Reserve, admitted to a National audience that the Federal Reserve and their member banks “print and create money digitally” out of thin air. This practice is unconstitutional which lead to the acceptance of these new terms per the new demand for payment for one of these digital-currency backed loans in violation of the “Equal Power for every dollar” principle. *Butter v. Thomson*, 1877, at least this is as every statement herein is based upon our belief and provided by historical records.

1. A legitimate Arbitration Association is governed by the F.A.A., and the parties via contract §§ 1-16, 201-216, 301-316.
   1. “Validity of Arbitration”, Doctrine:

“To qualify as a valid Arbitration under the F.A.A., the Arbitration must consider the evidence and arguments from each party – advanced,” 524 F.3d 1235, 1239 (11th Cir. 2008).

1. It appears by the facts and record that an Arbitration Association is not prohibited from:
   1. Marketing itself;
   2. From charging a fee;
   3. From providing a *denovo* hearing;
   4. Proof of Service;
   5. From utilizing U.S. Mails;
   6. From organizing Independent contractors;
   7. Providing awards in amount agreed by parties;
   8. From being represented by members of group;
   9. From challenging the jurisdiction of the Court;
   10. From the “Judicial Immunity Doctrine”; and, challenges the contract as a whole and not specifically the Arbitration clause, which by law it is said to be the sole jurisdiction of the Arbitrator. *See, Rent-A-Center v. Jackson*, 130 S. Ct. 2772, 2779 (2010). The Court held that “the only part of the Agreement that a Court may consider”, is the Arbitration clause. *Buckeye Check Cashing, Inc., v. Cardegna*, 546 US 440-446 (2006). The Plaintiff/Complaining Opposition Party and its alleged co-conspirators appear to be exceeding the limits mapped out for them in law in violation of the Secured Rights of Petitioners to Due Process of law.
2. “finding that the Plaintiff agreed to [arbitrate] mediate by failing to properly notify of their lack of acceptance … finding that the language indicating **Change in Terms**was offered … which was accepted by conduct … compelling Arbitration where Plaintiff received Arbitration Agreement … and manifest assent by performance.” *Tickanen v. Harris, Ltd.*, 461 F. Supp 2nd 863, 867, 868 (E. Wis. 2006); 713 US 304, 309, 713 US 304, 309, 793 NE 2d 886-892, No. 03-CIV-08823 (CSH), 2006 WP 69 2002;
3. It is believed that it is well settled that “… there is not defense offered to the confirmation of an Arbitration award … an opposing party cannot challenge an Arbitration award decided after proper hearing and noticed”. *Dean*, 470 US 213, 220 (1985) stating, “Congress intended the Courts to enforce [a]rbitration Agreements into which parties have entered.”

1. “Tactic Acquiescence”, is with reference to “conduct, action, inaction, forbearance, performance. See, Performance Contract for reference. There seems or appears to be an inference ‘that one acquiesces if they do not perform or fail to perform an act’, this is not what it appears the contracts suggest and the Arbitrators relied upon.
   1. The Arbitrator would appear and determine ‘if there was a prior relationship’? The Respondents confirmed the Arbitrators conclusion.
   2. ‘Was there a duty to respond’? The Arbitrator has determined that based on the claims of debt and the Fair Debt Collection Practices Act (hereinafter “FDCPA”), that there was a duty to respond.
   3. That there was a contract, that contained an expiration date, opt-out clause, arbitration and commerce clause, that the contract was doable, valid, enforceable, binding and irrevocable, The Arbitrator agreed with these qualifiers and it appears relied on these FAA standards, and the law of contracts (Restatement of Contract, Restatement of Contracts (Second/Third) in reaching the ‘Judicial Act’, qualified conclusions.
2. The Respondents appear to confuse Arbitration with litigation for they claim that:

“Final awards consists of variations of a standard form that fails to reference any specific details of the case … (pg.3, ¶ 3).

* 1. The Respondents then attempts to list the details they claim were deficient (see. Pg. 14-15, 32 ¶¶ 32, 44).
     1. “Arbitrators need not explain their rational for an award”. 948 F.2d 117, 121 (2nd Cir. 1991).
  2. It is believed that the Respondents waived their right to complain, by receiving notices and deliberately ignoring said notifications:

“that a party opposing enforcement must show it was not given “Notice” reasonably calculated to inform it of the proceedings and on opportunity to be heard … The Court found that the claimant with an opportunity [be heard] participate in the Arbitration in a meaningful manner and Respondents simply choose not to participate in the Arbitration proceedings.” *Tiangsu* 399 F.Supp. 2d 165, 1968 (E.D.N.Y. 2008), *Tianjin Port Free* at 4, 5.

1. As it is held and still remains, so we believe, “when a Judge acts where he or she does not have jurisdiction to act, he judge is engaged in an act or acts of treason.” *Cohen,* 19 US (6 Wheat) 264, 404 5 L.Ed 257 (1821).

1. As the Undersigned has no desire NOR wish to tie the hands of Respondent(s) in performing Respondent’s(s’) agreed upon duty/obligation as set, established, and agreed upon within this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim and thereby create/cause a “breach” of said contractually binding agreement on the part of the Respondent(s), Respondent(s) is hereby; and herein, NOTICED that if this waiver of said Copyright is not liberal, NOR extensive enough, to allow for the Respondent(s) to specifically perform all duties/obligations as set, established, and agreed upon within the Conditional Acceptance for Value and counter offer/claimfor Proof of Claim: Respondent(s) may; in “good faith” and NOT in fraud of the Undersigned, take all needed and required liberties with said Copyright and this waiver in order to fulfill and accomplish Respondent’s(s’) duties/obligations set, established, and agreed upon between the parties to this agreement. It shall be noted that no typo, misspelled word, and/or grammatical defect and/or error shall have any effect on the overall context of this contract and/or its validity. That as stated, this instrument shall be and forever shall remain contextually construed and never otherwise, and all parties agree hereinto/onto the same.
2. If Respondent(s) has any questions and or concerns regarding said Copyright and or the waiver, Respondent(s) is invited to address such questions and or concerns to the Undersigned in writing, and causing said communiqués to be transmitted to the Undersigned and below named Notary/Third Party. The respondents have acted as if the contract quasi-or otherwise does not place a binding obligation upon their persons, upon their organizations, upon their institutions, upon their job qualifications, and breaching that obligation breaches the contract, for which they cannot address due to the direct conflict of interest. It is as a result of that conflict of interest that binding arbitration shall be instituted
3. Your failure to respond, and this would include each of the respondents by their representative, and if represented by the Atty. Gen., such representation must be responsive for each State and/or State organization/department/agency, separately and severally to each of the points of averment, failure to respond to a single point of averment will constitute acquiescence, forfeiture, and a waiver of all rights with respects all of the points raised in this presentment.
4. **NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND VICE VERSA**
5. **NOTICE**: In this Conditional Acceptance for Value and counter offer/claimfor Proof of Claim(a) the words “include,” “includes,” and “including,” are not limiting; (b) the word “all” includes “any” and the word “any” includes “all”; (c) the word “or” is not exclusive except when used in conjunction with the word “and”; as in, “and/or”; and (d) words and terms (i) in the singular number include the plural, and in the plural, the singular; (ii) in the masculine gender include both feminine and neuter. That due to the fact that this presentment/document/contract can only be construed contextually and not otherwise, it is not necessary for a question to contain a “?”, And whether or not a “?” Is followed by a specific question such instances does not excuse a party from having an obligation of responding with specificity and facts and conclusions of common-law.
6. This presentment shall constitute a CLAIM against the assets of your institution and is valid upon your failure to comply with the requirement of this agreement and to VALIDATE NOT VERIFY THE COMPREHENSIVE ACCOUNTING!
7. **NOTICE**: All titles/names/appellations of corporate Government juridical constructs, and branches, departments, agencies, bureaus, offices, sub-whatever’s, and the like thereof, include any and all derivatives and variations in the spelling of said titles/names/appellations.
8. **NOTICE**: Any and all attempts at providing the requested and necessary Proof of Claims raised herein above; and, requesting the additional ten (10) Calendar days in which to provide same; and, to address any and all questions and concerns to the Undersigned in regards to the Stated Copyright and waiver herein expressed, in any manner other than that provided for herein will be deemed non-responsive.

The Undersigned extends to the Respondent(s) the Undersigned’s appreciations and thanks for Respondent’s(s) prompt attention, response, production of above Proof(s) of Claim and assistance in this/these matter(s). This presentment is not to be construed as an acceptance and/or application and/or subscription and/or request for license, admittance to any jurisdiction quasi-or otherwise, but shall remain as a direct objection to any and all claims to the contrary.

Sincerely,

Without Recourse

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, **a Natural Man** **(IF WO-MAN indicate)**

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**This section is for your benefit, please do not attached is to your contract when you presented to the parties. This matter involves the United States, it also deals directly with your local state government if you deliver this, you are also to include a copy of this notice to the Atty. Gen. of the state. If it is a bank, and or a mortgage servicing company, you are to send it to all associated organizations, i.e. the financial institution, the servicing company, and the securitization trustee, that information is readily available upon your request to those organizations respecting your contract.**

**It is strongly suggested that you do not alter and/or change the structure of this document by much, that if there is a fee that you are associating with your claim, that it be no more than three times the value of the property as anything more than that will have to be justified, and any reasonable arbitrator will not give an award for an amount over three times the damage. This is not a process whereby a party can use it for revenge, this is a process where individuals look and seek to have correction of a wrong, to redress agreements through an alternative administrative remedy.**

**If you’re going to bring this matter before the SITCOMMM ARBITRATION ASSOCIATION, - SAA, you are forewarned that any information brought to their attention must specify that the arbitration agreement has been agreed upon by the parties, the amount claimed in the agreement, the names of the parties, the date that the agreement was entered into, and if there is a default the date of the default, and you will have to place in that request the page number and specific line where the information can be found by the arbitrator. It is after payment that the arbitrator will notify you of where to send copies of your evidence, whereby you will have to give a notarized affidavit saying that those are true copies of the original, you do not need the notary to certify that it is a true copy you must provide an affidavit under penalty of perjury that the copies are true copies of the original, any other language will cause that evidence not to be considered by the arbitrator and you will have to send the arbitrator a copy of the original documents, at which time there is no guarantee that the originals will be returned and or guarantee that the originals will be received and notification given you upon receipt. This provision is for liability purposes and policy procedures as well as insurance purposes.**

**Many will attempt to alter and/or change the document adding in so much information that will in many instances invalidate the agreement, please use caution, and remember, this is only a simple template, but it includes the provisions that are necessary for a contract, that is self-executing, that is irrevocable, that is binding coupled with interests.**

**Remember do not use the contract number on this document, you have to change that number, and always use that number for reference concerning this matter henceforth. Each contract number has to be different, so you will have to amend the contract number of this document when you create your own.**