

Mortgage Fraud 101: The Commercial Lien Process

 thebernician.net/mortgage-fraud-101-the-commercial-lien-process

The Bernician

21st June 2019



This UK-centric Commercial Lien process is not for the faint-hearted or those looking for a quick-fix.

If you not in default on a mortgage but have gleaned sufficient knowledge to know that you have been duped, conned and/or misled, then you might consider taking the following course of action against your mortgage bandit, whose entire modus operandi is to get you into default as quickly as possible, in order to take your home by using various statutes as a cloak for fraud.

In the event you have already done some sort of discovery process, which asked similar questions to the first six missives below, you can start at NOTICE OF SECURITY INTEREST, in which case you will need to delete the documents you don't send from the list in the final AFFIDAVIT OF SERVICE & NON-RESPONSE.

PRIVATE & CONFIDENTIAL
ROBIN HOODY (CEO)
ROBIN HOODIES LIMITED
REGISTERED OFFICE

DATE

NOTICE OF CONDITIONAL ACCEPTANCE

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear ROBIN HOODIES,

Re: Mortgage Bandits Account Number #####

I hereby serve notice that I conditionally accept the alleged debt and will use my very best endeavours to settle and close the account in the most expedient manner possible, upon receipt of copies of the following items:

1. The original mortgage contract, signed by both parties and including all the individually negotiated terms and conditions, as per section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.
2. All bookkeeping entries associated with the alleged loan,.
3. The original mortgage deed associated with the alleged loan, which must comply with section 1 of the 1989 Act.
4. The insurance policy on the borrowers' note associated with the alleged loan.
5. The call reports for the period covering the alleged loan.
6. The deposit slip for the deposit of the borrower's note associated with the alleged loan.
7. The order authorising the withdrawal of funds from borrower's note deposit account.
8. The account number from which the money came to fund the alleged loan to the borrower.
9. Any allonge, front and back, affixed to the borrower's note for endorsements.
10. Verification that the borrower's note was a free gift to the alleged lender from the alleged borrower.
11. The name and mailing location of the current holder of the borrower's note.
12. The name and mailing location of the lender's chartered accountant and auditor for the period covering the alleged loan.

Please deliver these reasonably requested items within 7 days of your receipt of this notice at the mailing location provided herein. Failure to do so will comprise the tacit procurement of your agreement that your company is unable to verify and validate the alleged loan, which may result in the initiation of a commercial injury claim to cure the injury done to NAME OF MORTGAGOR.

With sincerity and honour,

By: Upper-Case:Lower

Authorised Representative for NAME OF MORTGAGOR

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Errors & Omissions Excepted – Strictly no rights of Usufruct

PRIVATE & CONFIDENTIAL
ROBIN HOODY (CEO)
ROBIN HOODIES LIMITED
REGISTERED OFFICE

DATE

NOTICE OF OPPORTUNITY TO CURE

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear ROBIN HOODIES,

Re: Mortgage Bandits Account Number #####

Following your company's dishonour of the NOTICE OF CONDITIONAL ACCEPTANCE dated _____, I hereby serve NOTICE OF OPPORTUNITY TO CURE. Therefore, please provide me with the following items without delay:

1. The original mortgage contract, signed by both parties and including all the individually negotiated terms and conditions, as per section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.
2. All bookkeeping entries associated with the alleged loan,.
3. The original mortgage deed associated with the alleged loan, which must comply with section 1 of the 1989 Act.
4. The insurance policy on the borrowers' note associated with the alleged loan.
5. The call reports for the period covering the alleged loan.
6. The deposit slip for the deposit of the borrower's note associated with the alleged loan.
7. The order authorising the withdrawal of funds from borrower's note deposit account.
8. The account number from which the money came to fund the alleged loan to the borrower.
9. Any allonge, front and back, affixed to the borrower's note for endorsements.
10. Verification that the borrower's note was a free gift to the alleged lender from the alleged borrower.
11. The name and mailing location of the current holder of the borrower's note.
12. The name and mailing location of the lender's chartered accountant and auditor for the period covering the alleged loan.

Failure to deliver these reasonably requested items within 7 days of your receipt of this notice at the mailing location provided herein will comprise the tacit procuration of your agreement that your company is unable to verify and validate the alleged loan, and in so doing, your company may be in breach of the Fraud Act 2006, which clearly states:

3 Fraud by failing to disclose information

A person is in breach of this section if he—

- (a) dishonestly fails to disclose to another person information which he is under a legal duty to disclose, and
- (b) intends, by failing to disclose the information—
 - (i) to make a gain for himself or another, or
 - (ii) to cause loss to another or to expose another to a risk of loss.

In the event that this notice is dishonoured and it is established by the facts of the matter that your company has committed fraud, please take notice that NAME OF MORTGAGOR will begin any and all administrative and/or judicial proceedings deemed necessary, in order to recover three times the value of your company's invalid claim in damages, plus the principal allegedly owed.

With sincerity and honour,

By: Upper-Case:Lower

Authorised Representative for NAME OF MORTGAGOR

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PRIVATE & CONFIDENTIAL

ROBIN HOODY (CEO)

ROBIN HOODIES LIMITED

REGISTERED OFFICE

DATE

NOTICE OF DISHONOUR

Notice to the principal is notice to the agent

Notice to the agent is notice to the principal

Dear ROBIN HOODIES,

Re: Mortgage Bandits Account Number #####

Following your company's dishonour of the NOTICE OF CONDITIONAL ACCEPTANCE dated _____ and the NOTICE OF OPPORTUNITY TO CURE dated _____, I hereby serve NOTICE OF DISHONOUR.

For the avoidance of doubt, pursuant to the terms set forth in the aforementioned notices, ROBIN HOODIES and NAME OF MORTGAGOR are now in agreement that:

1. There is no valid and enforceable mortgage contract in existence.
2. All bookkeeping entries associated with the alleged loan are being concealed by ROBIN HOODIES.
3. There is no valid and enforceable mortgage deed or charge operating as a deed in existence.
4. The insurance policy on the alleged borrower's note is being concealed by ROBIN HOODIES.
5. The call reports for the period covering the alleged loan are being concealed by ROBIN HOODIES.
6. The deposit slip for the deposit of the alleged borrower's note is being concealed by ROBIN HOODIES.
7. The order authorising the withdrawal of funds from the alleged borrower's note deposit account is being concealed by ROBIN HOODIES.
8. The account number from which the money came to fund the alleged loan is being concealed by ROBIN HOODIES.
9. Any existing allonge, front and back, affixed to the promissory note for endorsements, are being concealed by ROBIN HOODIES.
10. Verification that the note was a free gift to the alleged lender from the alleged borrower does not exist.
11. The name and mailing location of the current holder of the note are being concealed by ROBIN

HOODIES.

12. The name and mailing location of the alleged lender's chartered accountant and auditor for the period covering the alleged loan are being concealed by ROBIN HOODIES.

With sincerity and honour,

By: Upper-Case:Lower

Authorised Representative for NAME OF MORTGAGOR

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Errors & Omissions Excepted

PRIVATE & CONFIDENTIAL

ROBIN HOODY (CEO)

ROBIN HOODIES LIMITED

REGISTERED OFFICE

DATE

NOTICE OF SECURITY INTEREST

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Robin Hoody,

Pursuant to the clearly expressed terms of your company's dishonour of NOTICE OF CONDITIONAL ACCEPTANCE dated _____, NOTICE OF OPPORTUNITY TO CURE dated _____ and the NOTICE OF DISHONOUR served on _____, I hereby serve NOTICE OF LIEN INTEREST.

The LIEN DEBTOR has seven (7) days from service of this notice to raise any issues, disputes or counterclaims pertaining to this matter.

With sincerity and honour,

By: Upper-Case: Lower

Authorised Representative for STRAWMAN

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Errors & Omissions Excepted

Affidavit of Obligation

Commercial Lien

A Verified Plain Statement of Fact

The Parties

Claimant:

Upper-case: Lower
Authorised Representative
STRAWMAN
MAILING LOCATION

Hereinafter known as "Lien Claimant"

Respondent:

Robin Hoody (CEO)
ROBIN HOODIES LIMITED
MAILING LOCATION

Hereinafter known as "Lien Debtor"

****The Laws of Commerce****

All are equal under the law. See Exodus 21:23-25; Lev. 24:17-21; Deut. 1:17, 19:21; Matt. 22:36-40; Luke 10:17; Col. 3:25. Legal maxims: No one is above the law; Commerce, by the law of nations, ought to be common, and not to be converted into a monopoly and the private gain of a few.

In commerce, truth is sovereign. See Exodus 20:16; Psalms 117:2; John 8:32; II Cor. 13:8. Legal maxim: To lie is to go against the mind.

Truth is expressed in the form of an Affidavit. See Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Matt. 5:33; James 5:12.

An un rebutted affidavit stands as truth in commerce. See 1 Pet. 1:25; Heb. 6:13-15. Legal maxim: He, who does not deny, admits.

An un rebutted affidavit becomes a judgment in commerce. See Heb. 6:16-17. Any proceeding in court, tribunal or arbitration forum consists of a contest of commercial affidavits, wherein the points remaining un rebutted at the end of the contest stand as the truth to which the judgment of the law is applied.

He who leaves the field of battle first (does not respond appropriately to an Affidavit) loses by default. See Book of Job; Matt 10:22. Legal maxim: He who does not repel a wrong when he can occasions it.

Sacrifice is the measure of credibility. One who is not damaged, put at risk or willing to swear an oath or make an affirmation on his full commercial liability for the truth of his statements and the legitimacy of his actions, has no basis to assert claims or charges, and forfeits all credibility and right to claim the authority to do so. See Acts 7. Legal maxim: He who bears the burden ought also to derive the benefit.

A lien or claim, under commercial law, can only be satisfied by one of the following actions: A full rebuttal by an Affidavit of Truth, point-by-point, supported by evidence and sworn or affirmed at the same level of commercial risk; the satisfaction of the claimant, whether by payment or mutual agreement; resolution by a jury, in accordance with the rules of common law. See Gen. 2-3; Matt 4; Revelation. Legal maxim: If the plaintiff does not prove his case, the defendant is absolved

A party injured by the fraud of another may claim triple damages, plus the principal. "And Zacchaeus stood, and said unto the Lord: Behold, Lord, the half of my goods I give to the poor, and if I have taken any thing from any man by false accusation, I restore him fourfold." Luke 19:8.

****Bouvier's Maxims****

Contra veritatem lex numquam aliquid permittit. The law never suffers anything contrary to truth. 2 Co. Inst. 252. But sometimes it allows a conclusive presumption in opposition to truth. See 3 Bouv. Inst. n. 3061.

Contractus ex turpi causa, vel contra bonos mores nullus est. A contract founded on a base and unlawful consideration, or against good morals, is null. Hob. 167; Dig. 2, 14, 27, 4.

Culpa lata aequiparatur dolo. A concealed fault is equal to a deceit.

Ei incumbit probatio qui dicit, non qui negat. The burden of the proof lies upon him who affirms, not he who denies. Dig. 22, 3, 2; Tait on Ev. 1; 1 Phil. Ev. 194; 1 Greenl. Ev. Sec. 74; 3 Louis. R. 83; 2 Dan. Pr. 408; 4 Bouv Inst. n. 4411.

Error qui non resistitur, approbatur. An error not resisted is approved. Doct. & Stud. c. 70.

Ex dolo malo non oritur action. Out of fraud no action arises. Cowper, 343; Broom's Max. 349.

Ex facto jus oritur. Law arises out of fact; that is, its application must be to facts.

Ex tota materia emergat resolutio. The construction or resolution should arise out of the whole subject matter.

Fraus est celare fraudem. It is a fraud to conceal a fraud. 1 Vern. 270.

Fraus latet in generalibus. Fraud lies hid in general expressions.

Idem est facere, et nolle prohibere cum possis. It is the same thing to do a thing as not to prohibit it when in your power. 3 Co. Inst. 178.

Incerta pro nullius habentur. Things uncertain are held for nothing. Dav. 33.

Incerta quantitas vitiat actum. An uncertain quantity vitiates the act. 1 Roll. R.

Invito beneficium non datur. No one is obliged to accept a benefit against his consent. Dig. 50, 17, 69. But if he does not dissent he will be considered as assenting. Vide Assent.

Judex damnatur cum nocens absolvitur. The judge is condemned when the guilty are acquitted.

Judicium non suo iudice datum nullius est momenti. A judgment given by an improper judge is of no moment. 11 Co. 76.

Magna negligentia culpa est, magna culpa dolus est. Gross negligence is a fault, gross fault is a fraud. Dig 50, 16, 226.

Magna culpa dolus est. Great neglect is equivalent to fraud. Dig. 50, 16, 226; 2 Spears, R. 256; 1 Bouv. Inst. n. 646.

Peccatum peccato addit qui culpa quam facit patrocinium defensionis adjungit. He adds one offence to another, who, when he commits a crime, joins to it the protection of a defence. 5 Co. 49.

Quando de una et eadem re, duo onerabiles existunt, unus, pro insufficientia alterius, de integro onerabitur. When two persons are liable on a joint obligation, if one makes default the other must bear the whole. 2 Co. Inst. 277.

Qui non libere veritatem pronunciat, proditor est veritatis. He, who does not willingly speak the truth, is a betrayer of the truth.

Qui non obstat quod ob stare potest facere videtur. He who does not prevent what he can seems to commit the thing. 2 Co. Inst. 146.

Qui non prohibet quod prohibere potest assentire videtur. He, who does not forbid what he can forbid, seems to assent. 2 Inst. 305.

Qui non propulsat injuriam quando potest, infert. He, who does not repel a wrong when he can, induces it. Jenk. Cent. 271.

Qui tacet consentire videtur. He who is silent appears to consent. Jenk. Cent. 32.

Reprobata pecunia liberat solventem. Money refused liberates the debtor. 9 Co. 79.

FRAUD ACT 2006

1 Fraud

(1) A person is guilty of fraud if he is in breach of any of the sections listed on subsection (2) (which provide for different ways of committing the offence).

(2) The sections are –

- (a) section 2 (fraud by false representation),
- (b) section 3 (fraud by failing to disclose information), and
- (c) section 4 (fraud by abuse of position).

Private & International Law

UNIDROIT PRINCIPLES OF INTERNATIONAL COMMERCIAL CONTRACTS

Article 3.8 – Fraud

A party may avoid the contract when it has been led to conclude the contract by the other party's fraudulent representation, including language, practices, or fraudulent nondisclosure of circumstances which, according to reasonable standards of fair dealing, the latter party should have disclosed.

Article 5.1.3 – Cooperation between the parties

Each party shall cooperate with the other party when such co-operation may reasonably be expected for the performance of that party's obligations.

Article 7.3.4 – Adequate Assurance of Due Performance

A party who reasonably believes that there will be a fundamental non-performance by the other party may meanwhile withhold its performance. Where this assurance is not provided within a reasonable time the party demanding it may terminate the contract.

Article 7.4.1 – Right to damages

Any non-performance gives the aggrieved party a right to damages either exclusively or in conjunction with any other remedies except where the non-performance is excused under these principles.

Article 7.4.2 – Full compensation

(1) The aggrieved party is entitled to full compensation for harm sustained as a result of the non-performance. Such harm includes both any loss which it suffered and any gain of which it was deprived, taking into account any gain to the aggrieved party resulting from its avoidance of cost or harm

(2) Such harm may be nonpecuniary and includes, for instance, physical suffering and emotional distress.

Allegations:

The following allegations arise from the conduct of Lien Debtor & the Agents of, indirectly and/or directly, in relation to an alleged agreement between the parties, having regard to ACCOUNT NUMBER

1. There is no evidence to suggest that a legally enforceable original agreement is in existence between the parties, and Lien Claimant believes that no such evidence exists.
2. There is no evidence to suggest that the allegedly outstanding balance AMOUNT ALLEGEDLY OWED on the above referenced account can be verified by Lien Debtor, and Lien Claimant believes that no such evidence exists.
3. There is no evidence to suggest that Lien Debtor's valuable consideration pertaining to the alleged debt can be validated upon reasonable request by Lien Claimant, and Lien Claimant believes that no such evidence exists.
4. There is no evidence to suggest that Lien Debtor is not in multiple breaches of the Office of Fair Trading's Final Guidance on Unfair Business Practices (updated December 2006).
5. There is no evidence to suggest that Lien Debtor, by its dishonour of Lien Claimant's NOTICE OF CONDITIONAL ACCEPTANCE dated _____, as well as NOTICE OF

OPPORTUNITY TO CURE dated _____, is not concealing material facts pertaining to any existing and legally enforceable agreement between the parties, and Lien Claimant believes that no such evidence exists.

6. There is no evidence to suggest that Lien Debtor lent its own money as adequate consideration to purchase the note (loan agreement) from Lien Claimant, and Lien Claimant believes that no such evidence exists.

7. There is no evidence to suggest that Lien Claimant did not provide valuable consideration to fund the alleged loan(s) from Lien Debtor, and Lien Claimant believes that no such evidence exists.

8. There is no evidence to suggest that Lien Debtor did not accept an item of value from Lien Claimant that was used to give value to a cheque, electronic transfer or similar instrument, of approximately the same value of the alleged loan(s), and Lien Claimant believes that no such evidence exists.

9. There is no evidence to suggest that Lien Debtor followed UK GAAP (the Generally Accepted Accounting Principles of the United Kingdom) in the execution of the alleged loan(s), and Lien Claimant believes that no such evidence exists.

10. There is no evidence to suggest that Lien Debtor's chartered accountant and auditor at the time of the alleged loan(s) can confirm that Lien Debtor followed UK GAAP in the execution of the alleged loan(s), and Lien Claimant believes that no such evidence exists.

11. There is no evidence to suggest that the intent of the alleged loan agreement is that the party who funded the loan(s) is not the party that is to be repaid the money, and Lien Claimant believes that no such evidence exists.

12. There is no evidence to suggest that all the material facts of the alleged loan(s) agreement have been disclosed to Lien Claimant, and Lien Claimant believes that no such evidence exists.

13. There is no evidence to suggest that Lien Claimant was obliged to lend the note to Lien Debtor or another financial institution, in order to fund the alleged loan(s), and Lien Claimant believes that no such evidence exists.

14. There is no evidence to suggest that the original agreement (purported mortgage note) has not been sold, altered or stolen, and Lien Claimant believes that no such evidence exists.

15. There is no evidence to suggest that the alleged borrower (Lien Claimant) did not provide the funds that the alleged lender (Lien Debtor) claims it lent to Lien Claimant, and Lien Claimant believes that no such evidence exists.

16. There is no evidence to suggest that Lien Debtor does not owe Lien Claimant a sum of money to the value of Lien Debtor's invalid claim, plus the alleged interest outstanding, and Lien Claimant believes that no such evidence exists.

17. There is no evidence to suggest that Lien Claimant has not already procured the tacit agreement of Lien Debtor that all of the allegations set forth in this Affidavit are factually correct, true and complete, and Lien Claimant believes that no such evidence exists.

LEDGERING

For the avoidance of doubt, this document is a security interest expressing the value of Lien Claimant's natural, equitable and legal rights over all the property, income and assets of Lien Debtor, to the value expressed within. Lien Claimant hereby charges this instrument in the sum of [total losses, plus costs] TOTAL LIEN VALUE: GBP £#,###,###.00, subject to additional default charges.

DEFAULT CONDITIONS

Lien Debtor is given 21 days to deliver to Lien Claimant material evidence in support of an appropriate point-for-point rebuttal under oath or affirmation of the foregoing allegations. Failure to repudiate or rebut with material evidence every allegation made will result in Lien Debtor becoming immediately liable for the payment of [total losses, plus costs]. Triple Damages of [total losses, plus costs x3] will also be added to the debt if Lien Debtor's default is not cured. In the event that it is not cured within 90 days, Lien Debtor becomes liable for Exemplary Damages of [total losses, plus costs x 100] following NOTICE OF DEFAULT.

AFFIRMATION

I, Upper-Case: Lower, Authorised Representative for NAME OF PURPORTED MORTGAGOR (Lien Claimant), hereby affirm upon my own unlimited commercial liability and under penalty of perjury, that I have read all of the contents of this Affidavit of Obligation, and to the very best of my knowledge, I believe that the facts expressed herein are true, correct and complete.

Executed by: Upper-Case: Lower
Authorised Representative for STRAWMAN (Lien Claimant)
All Rights Reserved – Without Prejudice – Without Recourse – Non-Assumpsit
Errors & Omissions Excepted

VERIFICATION

Affirmed, autographed and sealed before me, _____, on the _____ day of the month of _____, in the year two thousand and _____.

Notary Public: Notary Seal:

Notary Public's office location.

Signed & Sealed By: _____

NOTICE is hereby given that the Lien Debtor has twenty one (21) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the allegations contained herein. Failure to rebut, deny or otherwise disprove any of the allegations will be construed as Lien Debtors' affirmation that said allegations have been proven to be true, correct and complete.

Void where prohibited by law.

PRIVATE & CONFIDENTIAL
ROBIN HOODY (CEO)
ROBIN HOODIES LIMITED (DEBTOR)
REGISTERED OFFICE

COMPANY NUMBER
LICENSE NUMBER

DATE
NOTICE OF FAULT & OPPORTUNITY TO CURE

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Robin Hoody,

Your company has failed to respond to to the AFFIDAVIT OF OBLIGATION dated _____, and served by Royal Mail Recorded Delivery ##### on _____.

Therefore, I hereby serve NOTICE OF FAULT & OPPORTUNITY TO CURE. ROBIN HOODY has twenty one (21) days in which to deliver an appropriate and timely response. Triple damages now apply.

With sincerity and honour,

By: Upper-Case: Lower
Authorised Representative for STRAWMAN
All Rights Reserved – Without Prejudice – Without Recourse – Non-Assumpsit

Errors & Omissions Excepted

PRIVATE & CONFIDENTIAL
ROBIN HOODY (CEO)
ROBIN HOODIES LIMITED (DEBTOR)
REGISTERED OFFICE

COMPANY NUMBER
LICENSE NUMBER

DATE

NOTICE OF DEFAULT

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Robin Hoody,

Your company has failed to respond to to the notarised AFFIDAVIT OF OBLIGATION dated _____, and served by Royal Mail Recorded Delivery ##### on _____, as well as NOTICE OF FAULT & OPPORTUNITY TO CURE dated _____, and served by Royal Mail Recorded Delivery ##### on _____.

Therefore, I hereby serve NOTICE OF DEFAULT. Exemplary damages now apply.

With sincerity and honour,

By: Upper-Case: Lower

Authorised Representative for STRAWMAN

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Errors & Omissions Excepted

AFFIDAVIT OF SERVICE & NON-RESPONSE
A Verified Plain Statement of the Facts

I, Upper-Case: Lower, an adult flesh and blood man of sound mind, do state unequivocally that I served the following documents on ROBIN HOODY, CEO of ROBIN HOODIES LIMITED (Respondent), by Royal Mail Recorded Delivery:

1. NOTICE OF CONDITIONAL ACCEPTANCE DATED _____, ROYAL MAIL RECORDED DELIVERY #####;
2. NOTICE OF OPPORTUNITY TO CURE DATED _____, ROYAL MAIL RECORDED DELIVERY #####;
3. NOTICE OF DISHONOUR DATED DATED _____, ROYAL MAIL RECORDED DELIVERY #####;
4. NOTICE OF LIEN INTEREST DATED _____, ROYAL MAIL RECORDED DELIVERY #####;
5. AFFIDAVIT OF OBLIGATION DATED _____, ROYAL MAIL RECORDED DELIVERY #####;
6. NOTICE OF FAULT & OPPORTUNITY TO CURE DATED _____, ROYAL MAIL RECORDED DELIVERY #####;
7. NOTICE OF DEFAULT DATED _____, ROYAL MAIL RECORDED DELIVERY #####.

The Respondent has subsequently failed to deliver appropriate and timely responses to any of the documents listed above.

AFFIRMATION

I hereby affirm and declare upon my own unlimited commercial liability and under penalty of perjury, that the foregoing is true, complete and correct, and not misleading.

By: Upper-Case: Lower _____

Authorised Representative for STRAWMAN (Lien Claimant)

All Rights Reserved – Without Recourse – Non-Assumpsit

Errors & Omissions Excepted

VERIFICATION

Affirmed, autographed and sealed before me, _____, on the _____ day of the month of _____, in the year two thousand and _____.

NAME & ADDRESS OF NOTARY PUBLIC Seal:

Signed: _____

NOTICE is hereby given that the Respondent has three (3) days after receipt of this Affidavit of Service to rebut, deny, or otherwise prove invalid the statement of the facts contained herein. Failure to deliver an appropriate response within the stated time will comprise the tacit procurement of the Respondent's agreement that the contents of this Affidavit are true, correct and complete, and not misleading.