

Private
Non-negotiable

Date here

Office of the Administrator
c/o street address here

Unknown[No Person Signed]
law firm address
here

CERTIFIED #XXX XXXXXXX

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

**NOTICE OF DISPUTE OF ALLEGED DEBT
AND DEMAND FOR VERIFICATION**

RE: ALLEGED ACCOUNT NUMBER: XXXXXX

FOR: Entity/Claimant: "mortgage servicer here "

I. INTRODUCTION

Affidavit

1. The Undersigned Affiant, Affiant, hereinafter "Affiant", having attained the age of majority, competent to testify, does hereby solemnly state and affirm that the truths and facts herein are of my own firsthand personal knowledge, and are true, correct, and complete, certain and not misleading.

Introductory Certification

2. Affiant is of lawful age and competent to testify and has firsthand personal knowledge of the facts stated herein.

Plain Statement of Facts

3. Be it known by this written communication that Affiant is in receipt of your letter dated May 15, 2015 received by this Office approximately May 25, 2015("You", "Your" or "Your Company") **unsigned** above-referenced "Notice of Acceleration" hereinafter "Written Communication" marked as **EXHIBIT-1** attached herewith, made fully part of, and included herein by reference. Affiant rebuts and reject the assertions made in the letter as legal fiction.
4. Your Written Communication alleges that a "Mortgagor" "...may have breached the terms of your Note and Deed of Trust by failing to make payments when they come due." The date claimed "Next Payment Due Date" is "1/1/2011." Then the letter claims "You have the right to cure your default." That presumption is rebutted. There is no default. Affiant has not engaged in any contractual agreement with the alleged Claimant that caused any debt.

5. NOTICE that this is not a refusal to pay. To the contrary, NOTICE that this Affiant believes that alleged debt is not valid and therefore as Administrator of the Estate/Trust ALL CAPS NAME Affiant is disputing Your claim. This letter is Affiant's DEMAND for verification. 15 U.S.C. § 1692g.
6. Affiant is writing concerning a billing error on Affiants Account.
7. Affiant is hereby requesting that the error be corrected, and that any finance and other charges related to the disputed amount be credited to properly reflect the transactions that occurred, if any.
8. This Billing Error is limited to either the validity of the debt upon *proof of claim*, and/or Your failure to credit Affiant's account for credits received, as explained herein, and is not to be construed as alleging anything else.

II. NOTICE AND DEMAND FOR VALIDATION OF DEBT

1. The definition of "validate" is: To make valid; Black's Law Dictionary, 6th edition.
 - a. The definition of "valid" is: Founded on truth of fact; capable of being justified; supported, or defended; not weak or defective. Black's Law Dictionary, 6th Edition. "The term "valid" means in law having legal strength, force, and effect, or incapable of being rightfully overthrown or set aside. Words and Phrases, Permanent Edition, Volume 44." *Bennett v. State*, 46 Ala. App. 535, 245 So.2d 570, 572 (1971).
 - b. The definition of "verify" is as follows: To confirm or substantiate by oath or affidavit. Particularly used of making formal oath to accounts, petitions, pleadings, and other papers. The word "verified", when used in a statute, ordinarily imports a verity attested by the sanctity of an oath. It is frequently used interchangeably with "sworn." Black's Law Dictionary, 6th edition.
2. The amount and age of the debt, specifically:

 - A copy of the last billing statement sent by the claimed creditor.
 - State the amount of the debt when you obtained it, and when that was.
 - If there have been any additional interest, fees, or charges added since the last billing statement from the claimed creditor, provide an itemization showing the dates and amount of each added amount. In addition, explain how the added interest, fees or other charges are expressly authorized by the agreement creating the debt or are permitted by law.
 - If there have been any payments or other reductions since the last billing statement from the claimed creditor, provide an itemization showing the dates and amount of each of them.

- If there have been any other changes or adjustments since the last billing statement from the claimed creditor, please provide full verification and documentation of the amount you are trying to collect. Explain how that amount was calculated. In addition, explain how the other changes or adjustments are expressly authorized by the agreement creating the debt or permitted by law.
- Tell me when the creditor claims this debt became due and when it became delinquent.
- Identify the date of the last payment made on this account.
- Have you made a determination that this debt is within the **Statute of Limitations** applicable to it? Tell me when you think the statute of limitations expires for this debt, and how you determined that.

Complete the attached Enclosures

- i. *"Third Party Debt Collectors Disclosure and Discovery Statement" Exhibit C*
- ii. *"Alleged Original Creditor's Demand for Disclosure and Discovery" Exhibit A*

3. This request for verification is made pursuant the Fair Debt Collection Practices Act at 15 U.S.C. § 1692 et seq., which states in relevant part that, "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt" which includes "the false representation of the character, or legal status of any debt" and "the threat to take any action that cannot legally be taken" all of which are violations of Law. Please allow thirty (30) days for processing after receipt of Your response and statement."
4. You are further Noticed that this is not a request by Affiant for an unverified photocopy of any invoice, statement, bill, summary, agreement without bona fide signature or otherwise. That any future correspondence by You to Affiant as general executive for the estate without "verification of the debt" that may or may not contain any said photocopy(s) will be Your tacit admission and agreement, and confession that You have no bona fide verifiable claim to this account.
 "Brennan maintains, however, that there was no violation of the FDCPA because he "sent adequate verification of the debt [to Spears] in the October 30, 1996 notice of claim." Brief of Appellee at 13. Specifically, Brennan claims that a copy of the consumer credit contract between Spears and American General attached to the notice of claim provided sufficient verification of the debt within the meaning of 15 U.S.C. § 1692g(b). We cannot agree. The contract in no way provides sufficient verification of the debt. *"Greg A. Spears Appellant-Plaintiff vs. Timothy L. Brennan, Appellee-Defendant*, Court of Appeals of Indiana, No. 49A02-0003-CV-169 (2001).
5. Affiant expects a response to this request for information, verification, and disclosure and discovery within a reasonable period of time, which under the circumstances should be within thirty (30) days of receipt.
6. Affiant does not waive timeliness, however, if additional time is needed by You, such additional time must be requested in writing before the expiration thereof and the reasons as to why an extension of time is requested should be given in writing with good cause shown. This request for an extension of time will be considered and will be subject to approval by

Affiant.

7. In the event that You fail to respond to this demand for validation and verification of the alleged debt within the time limit for response, and there has been no request for an extension of time with good cause shown, You tacitly agrees that You have no bona fide verifiable claim to this alleged account, and that You tacitly admit the statements and assumptions of Affiant are true and accurate. The court has "recognized that silence or acquiescence in a contract for any considerable length of time amounts to ratification. *Kinkead v. Union National Bank*, 51 Ark.App. 4, 907 S.W.2d 154 (1995)." *Brenda COLEMAN, et al. v. Agnes COLEMAN, et al.* CA 9711 S.W.2d Court of Appeals of Arkansas.
8. Your failure to respond within the time limit for response is also tacit agreement that no valid or bona fide debt exists. "[M]utual acquiescence, may be established by silence." See *Lane v. Walker*, 29 Utah 2d 119, 505 P.2d 1199, 1200 (1973) C[A]cquiescence' is more nearly synonymous with 'indolence,' or 'consent by silence[.]'; See also, 12 Am. Jur. 2d Boundaries § 85 (1997) (stating boundary by acquiescence "may be shown by . . . [adjoining property owner's] silence)." *Salinas v. Piggott*, Case No. 20000027-CA, Filed May 3, 2001 in the Utah Court of Appeals.
9. Affiant invokes the doctrine of estoppel by acquiescence, because Your alleged fiduciary contract and/or purchased and/or assigned and/or transferred alleged debt with Affiant imposes upon You a legal *and* a moral duty to answer, and Your silence can now be construed as a fraud. "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading." See, *U. S. v. Tweel*, 550 F.2d 297, 299 (1977), *emphasis added* (quoting *U.S. v. Prudden*, 424 F.2d 1021, 1032 (1970)). See also, *Carmine v. Bowen*, 64 A. 932 (1906).
10. You also tacitly agree that You have a duty to prevent this account from resulting in any damage to Affiant. Affiant reserves the right to initiate a counterclaim or to claim the bond or surety of You or any principal, agent or assignee of You whose act(s), or failure(s) to act results in tort damages to Affiant. Your acquiescence waives any and all claims against Affiant, and You tacitly agree to compensate Affiant for all costs and attorney's fees involved in defending this account in this and any future collections and/or court actions.
11. Unsubstantiated demands for payment by You are considered a "scheme or artifice" "caused to be delivered by mail", and is considered mail fraud under federal statute 18 U.S.C. § 1341.
12. The use of the U.S. Postal Service mail to collect on an unlawful debt more than once in any ten (10) year period constitutes a pattern of racketeering activity under statute 18 U.S.C. § 1961.
13. You may wish to consult with competent counsel prior to further communicating with Affiant. Your failure to satisfy this request within the requirements of law as codified in the Fair Debt Collection Practices Act, and the equivalent collection laws of the state of Maryland, is Your tacit agreement to waive any and all claims against Affiant, and Your failure to satisfy said request is tacit agreement to compensate Affiant for all costs and attorneys' fees involved in defending this account in this and any future collection action.

14. [You] will place no restrictions or adverse actions on the account, pending resolution. 15 USC Sec. 1666(d).

III. NOTICE OF RESERVATION OF RIGHT TO INITIATE A COUNTERCLAIM & TO CLAIM OFFICIAL BOND OR SURETY

1. If Affiant determines any of the following, either by commission or omission by You, to wit:

(a) that You have failed to make full disclosure to Affiant as to the nature and cause of Affiant's claim to this purported debt; and (b) that You have made a false representation of the character, or legal status of this purported debt; and, (c) that You have made any threat to take any action that cannot legally be taken that are in violation of Law, codified at the Fair Debt Collection Practices Act, or any other Law, then Affiant reserves the right to initiate a counterclaim and to claim the official bond or surety of You or any Principals, Agents, or Assigns of You whose act(s) or failure(s) to act result in a tort injury(s) to Affiant.

2. This is an attempt to determine standing and cause of action for a lawsuit and/or counterclaim. Information obtained, including that gained by Your commission or omission, will be used as evidence for that purpose. Affiant intends to file a lawsuit and/or counterclaim, complaint and claim, or suit against all parties, corporate and personal, involved in or associated with fraudulent activity. This shall include all attorneys and representatives directly or indirectly involved who represent a fraudulent claim or action. Said attorneys and representatives may be sued in their personal capacity for representation, counsel and assistance of a fraudulent claim. You may be attempting to obtain money by deceptive business practices, which constitutes fraud.

3. Your unconscionable contract of adhesion with Affiant is void, ab initio, for causes of action including, but not limited to:

- a. Actual Fraud and/or Constructive Fraud
- b. Fraud in the Contract;
- c. Fraud in the Factum;
- d. Fraudulent Concealment and Execution;
- e. Non-Disclosure of Material Facts;
- f. Forgery;
- g. Mail Fraud.

"We deem this rule to be equally applicable to the vendor-purchaser relationship. *See*, W. Page Keeton, *Fraud-Concealment and Non-Disclosure*, 15 Tex. L. Rev. 1, 14-16, (Dec. 1936). (summarizing the-modern judicial trend away from a strict application of caveat emptor.)

4. It is, of course, apparent that the content of the maxim 'caveat emptor,' used in its broader meaning of imposing risks on both parties to a transaction, has been greatly limited since its origin. When Lord Cairns stated that there was no duty to disclose facts, however mortally censurable their non-disclosure may be, he was stating the law as shaped by an individualistic philosophy based upon freedom of contract. It was not concerned with morals. *Peek v. Gurney*, LR 6 HL 377 (1873).

5. In the present stage of the law, the decisions show a drawing away from this idea, and there can be seen an attempt by many courts to reach a just result in so far as possible, but yet maintaining the degree of certainty which the law must have. The statement may often be found that if either party to a contract of sale conceals or suppresses a material fact which he is in good faith bound to disclose then his silence is fraudulent." *Fred Obde et al., Respondents, v. Robert L Schlemeyer et al., Appellants*, 56 Wn.2d 449 (1960).

IV. **FAIR CREDIT BILLING ACT VIOLATIONS: CHARGES FOR FAILURE TO FOLLOW THE RULES PENDING RESOLUTION OF CLAIM**

1. Relinquishment of the right to collect any alleged debt on the account. 12 CFR 226.13(d)(1);
2. Exposure to liability for actual damages plus twice the amount of the finance charges. 15 USC Sec. 1640(a)(1)&(2); and;
3. Potential criminal liability for willful and knowing violation of the FCBA [Fair Credit Billing Act] and other Truth in Lending provisions. 15 USC Sec. 1611(1)&(3).
4. Therefore, Affiant demand the following remedy: (1) You cease all collections activity immediately and permanently; (2) You cease falsely reporting any un-validated or unverified alleged debt and/or accounts to all *credit reporting agencies*, or in the alternative, affirmatively report that the aforementioned alleged debt and/or account in question is "paid in full" or the substantial legal equivalent; and, (4) Affiant demands a statement showing that no amount or balance is due.
5. Any attempt to sell this purported debt to a/another third party debt collector while negotiating in good faith is considered further evidence of fraudulent activity. Affiant does not consent and Affiant does not agree to the assignment, novation, sale, or transfer of any kind of this dispute to another party. Any negative and/or derogatory action regarding me, or my credit, shall constitute damages and may be dealt with in a complaint against all applicable parties. Affiant does not wish to be contacted by telephone on this matter. If anyone from Your Company does contact Affiant via telephone at home or at Affiant's place of employment, please take this as notice that Affiant will log each call, including the name of the caller. Your agent personally, as well as Your Company, can and may be sued and charged with harassment pursuant to the Fair Debt Collections Practices Act, 15 U.S.C. § §§ 1692 (c), (d), (e), and (f).
6. The time for You to respond or rebut this Notice of Concurrent Billing Dispute Error is set at thirty (30) days, not including day of service, and must be done in writing and any such communication must be **signed by a person under commercial liability under penalty of perjury**. Any response from You and likewise from Your agent that is not performed under commercial liability under penalty of perjury, and likewise an incomplete response, shall constitute a dishonor by way of non-response.

7. You have a duty to prevent this matter from damaging Affiant in both the public and private record. You, in the event of a dishonor by way of non-response confesses judgment and Affiant reserves the right to:
 - a. Initiate a counterclaim against You; and/or,
 - b. File a claim against the bond of any responsible party, including You and all principals, agents, and assignees of You, whose acts/omissions result in tort damages against Affiant. _____

V. CONDITIONS FOR WITHDRAWAL OF DISPUTE

1. Affiant hereby states that this Billing Error Dispute shall be withdrawn if You verify the following statements under oath:
 - a. That You do NOT follow **Generally Accepted Accounting Principles** hereinafter "GAAP", or the Federal Reserve Bank's policies and procedures;
 - b. That You did not create any new credits from Affiant's signed promise to pay, receipts, notes or other similar instruments, and use said new credit to pay for the charges to the account in question;
 - c. That You used Your own assets or other depositor's money to fund the charges on the account;
 - d. That Affiant is not entitled to have the account credited for any form of payment that they accept as money and/or assets under GAAP, or otherwise; and
 - e. That the foregoing was disclosed to Affiant on a specific date in a document that is attached and incorporated into the affidavit or oath.

VII. FAILURE TO RESPOND TIMELY

1. Failure to verify the above five (5) statements under oath shall constitute proof that the stated Billing Error is correct.
2. Your failure to produce a counter-affidavit addressing each issue or material fact on its own merits point for point, will cause:
 - a. You and Your offices to yield to Estoppel, Waiver, Fraud, *nemo debet bis vexari pro una et eadem Causa*, [No-one shall be tried or punished twice in regards to the same event] and Your willful refusal may subject You to civil liability/criminal punishment;
 - b. You to waive any and all claims against Affiant;
 - c. You to compensate Affiant for all costs, fees and expenses incurred in defending against this and any and all damages regarding the above referenced account; and in accordance to the Fee Schedule listed herein; and,
 - d. You to be obligated to provide the books, records, ledgers, balance sheets, and the like, at Affiant's request for purpose of verification of proper accounting regarding Affiant's account per 15 USC § 1666.

3. You tacitly consent and agree to bring forward a full assessment of all monies, credit, or lawful tender[Note] in Your possession, or posted to its books, records, ledgers, balance sheets, and the like, that originated from Affiant's wet-ink signature or signature fixed by You on behalf of Affiant on any application, document, or instrument.
4. You tacitly consent and agree to remunerate, to Affiant, all monies, credit, or lawful tender in Your possession, or posted to its books, records, ledgers, balance sheets, and the like, originating from Affiant's wet-ink signature or signature fixed by You on behalf of Affiant on any application, document, or instrument.
5. You have a duty to prevent this matter from damaging Affiant in any way in both the public and private record, and You further consent and agree to correct all derogatory reports to credit reporting agencies made in both the public and private record that may have been issued by You.
6. You will provide Affiant, upon receipt of Affiant's written request, any and all information regarding Your bond which includes, but not limited to, Your agent, surety company, bond numbers, effective dates, and terms of the bond.

Upon failure or refusal to validate Your collection action and Your demand for payment on the alleged account, You agree to waive all claims against the Affiant named herein.

7. Further, You agree to pay Affiant for all costs and fees involved in exhaustion of administrative remedies and/or in legal defense of this action.

VIII. AFFIANT'S FEE SCHEDULE FOR NON-RESPONSE, AND DEFENSE AND RESPONSE TO YOUR SOLICITATIONS AND OFFERS HEREINAFTER

1. My fee schedule to respond and/or defend against your actions is as follows:
 - a. Written response.....\$10,000.00 US dollars per written response
 - b. Court appearance.....\$25,000.00 US dollars per appearance
2. My fee schedule for failure to correct timely the billing error by written confirmation to Affiant and credit reporting agencies, as identified in Section VIII. Sub.5, upon expiration of the demand requirements listed herein is as follows:
 - a. 31-45 Days \$50,000.00 US dollars;
 - b. 46-60 Days \$100,000.00 US dollars;
 - c. 61-75 Days \$150,000.00 US dollars;
 - d. 75-90 Days \$200,000.00 US dollars;
 - e. 91 Days or more.. \$500,000.00 US dollars;
 - f. Note: Amounts listed are additive and cumulative. Failure to respond timely with requested documents, or provide complete remedy as requested herein, for 91 days or more shall subject You to a commercial claim of not less than \$5,000,000.00 US dollars.

3. My fee schedule for crimes committed by other parties against consumer/debtor claims are as follows:
 - a. Fraud..... \$1,000,000.00 US dollars, per party, per occurrence;
 - b. Conspiracy to Commit Fraud..... \$10,000,000.00 US dollars, per party, per occurrence;
 - c. Racketeering \$5,000,000.00 US dollars, per party, per occurrence;
 - d. Other charges as they appear.....\$5,000,000.00 US dollars, per party, per occurrence;
4. For the purposes of this contractual agreement a US dollar ("FRN") is defined as one ounce of 99.999 pure silver or the equivalent par value for Federal Reserve Notes, to wit, at the time of this writing, the exchange rate is \$19.60 per FRN.
5. No fee shall be charged against You upon receipt of any communication wherein a full release of liability for alleged debts is set forth, provided that You additionally provide proof that, at a minimum, Experian, Trans Union and Equifax are notified that the alleged debt is settled, and that the alleged account liability has been paid in full with no balance owing or outstanding.
6. Affiant's date of mailing of this Notice and Demand shall constitute notice to You for purposes of calculating commercial claims against You.

IX. VERIFICATION

The Undersigned Affiant, **upper lower name**, does herewith swear, declare, and affirm that Affiant issues this Affidavit with sincere intent, that Affiant is competent to state the matters set forth herein, that the contents are true, correct, complete, and certain, admissible as evidence, and reasonable and just in accordance with Affiant's best firsthand knowledge and understanding.

Sincerely,

upper lower name, Affiant

Encl:

- (1) *Third Party Debt Collector's Disclosure & Discovery Statement*-marked as **Exhibit-C**
- (2) *Alleged Original Creditor's Demand for Disclosure and Discovery* – **Exhibit-A** .You are requested to obtain this from the original creditor, if any.
- (3) *Collection Letter Dated May 19, 2015* –marked as **EXHIBIT-1**–Please provide the name of the live person with signature allegedly claiming this debt.

THIRD PARTY DEBT COLLECTOR'S DISCLOSURE AND DISCOVERY STATEMENT

Affiant requests and demands Your disclosure and discovery of the following answers, information, and documents as verification of the alleged debt. This request for verification is made pursuant to the Fair Debt Collections Practices Act at 15 U.S.C. § 1692.

1. Who is the current owner of this alleged debt?
2. You received the transfer of rights to this alleged account by which of the following methods: a) assignment; b) negotiation; c) novation; d) purchase; e) other - explain
3. What are the terms of the transfer of rights to this alleged account?
4. In regard to this alleged account, You are currently the:
a) owner b) assignee c) holder d) holder in due course e) other -explain
5. What is the date this alleged debt became payable to You?
6. What was the amount of the alleged debt owed at the time it became payable to You?
7. How did You acquire this account from the original alleged creditor?
8. What was the date of purchase and the terms and amount of purchase?
9. Did You acquire this alleged account from a previous debt collector? If YES, what was the date of purchase and the terms and amount of purchase?
10. Has or will You give consideration to the owner/previous owner of this alleged account for the transfer of rights to this alleged account? If YES, what is the nature and cause of this consideration?
11. If the transfer of rights to this alleged account was by novation, was specific written consent given by Affiant? What is the nature and cause of this consent?
12. Did Affiant ever consent to, or request the assignment, and/or transfer, and/or novation of the alleged account to You?
13. Are You aware that the dispute with the original alleged creditor has not been resolved?
14. Does there exist a verifiable commercial instrument(s) between You and Affiant that contains Affiant's signature? If YES, what is the nature and cause of this verifiable commercial instrument? If YES, provide a certified copy of said commercial instrument(s).
15. Does there exist verifiable evidence of an exchange of a benefit or detriment between You and Affiant? If YES, what is the nature and cause of this evidence of an exchange of a benefit or detriment? If YES, provide evidence of said exchange.
16. Did Affiant ever solicit You for its business?

ALLEGED ORIGINAL CREDITOR'S DEMAND FOR DISCOVERY AND DISCLOSURE

You are instructed to complete and furnish, in writing, answers to all questions, disclose and produce all documents demanded, and send photocopies of all discoveries to Affiant in accordance with this Notice and Demand:

1. Have any charge-offs been made by the alleged original ALLEGED creditor You regarding the alleged account? If YES, when were the charge-offs made?
2. Did or does the alleged original ALLEGED creditor, You, have insurance coverage of the alleged account?
3. Have any insurance claims been made by the alleged original ALLEGED creditor You regarding the alleged account? If YES, when were the insurance claims made?
4. Have any write-offs or tax deductions been claimed by the alleged original ALLEGED creditor You regarding the alleged account? If YES, when were they claimed?
5. Has the alleged account been cancelled by the original ALLEGED creditor?
6. Does an agreement exist between the original ALLEGED creditor and Affiant?
7. Does a loan agreement exist between the original ALLEGED creditor and Affiant?
8. Did the alleged original ALLEGED creditor You raise an asset for itself in addition to the liability it raised at the time it allegedly issued credit to Affiant?
 - a. If the answer is yes, was Affiant informed and/or was it disclosed in the contract that this asset was going to be raised?
9. Can the alleged original ALLEGED creditor You provide proof of their corporate charter authority to lend their credit to Affiant? If yes, provide documentation of said proof.
10. Does the original ALLEGED creditor possess a copy of an alleged instrument that may make Affiant liable for any alleged debt owed to the alleged original ALLEGED creditor You, or anyone they work for or represent?

I SWEAR AND AFFIRM, UNDER PENALTY OF PERJURY, THAT THE ANSWERS TO THE ABOVE QUESTIONS, AND ALL ATTACHMENTS IN SUPPORT OF MY ANSWERS ARE THE TRUTH, AND ARE NEITHER MISLEADING, DECEPTIVE NOR FRAUDULENT.

Printed Name

Signature of Person

Date