

Your Name
Your Address
Your Address
Date

Certified Mail # 0000-0000-0000-0000-0000

Claimant's Name
Claimant's Address
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IN RE: Name & account number

This constitutes an **Official Notice** in accordance with the Fair Debt Collection Practices Act and the Truth In Lending Act, that I hereby **Dispute the debt** in the above referenced account.

It has come to my attention that there may have been some accounting irregularities in this account which have adversely affected me. In reviewing the account it has come to my attention that fraud and/or other violations of public policy may have occurred in the operation of this account, therefore, I will be conducting discovery to determine the true facts in this matter. This constitutes the exhaustion of my administrative remedy, in accordance with the Administrative Procedures Act, as concerns the above referenced matter.

This discovery process has been presented under Notarial Seal for the purpose of certifying the admissions, confessions and stipulations of the Parties, to create a public record thereof, via the issue and filing of an **Administrative Declaratory Judgment, by Notarial Protest**. Said Administrative Declaratory Judgment is issued under statutory authority and under the authority of the Secretary of State, acting as an agent of the Department of State, and carries the power and authority as if issued by the highest court in the land. Said Judgment constitutes res judicata, star decisis, collateral estoppel and judgment by estoppel.

Please take note that this discovery process has been served under Notarial Seal and **valid subpoena** establishing your **mandatory obligation** to timely respond and/or rebut the following, point by point and line by line, verified true, correct and complete, signed, sworn to and notarized in affidavit form and to provide certified copies of the requested documentation.

Please respond and/or rebut the following, point by point and line by line, in affidavit form, and provide documentary evidence to support your claim.

- It has come to my attention that since 1933, when Franklin D. Roosevelt took all of the gold and silver out of circulation, that we have no currency of value or substance with which to pay a debt. Our economic system operates on credit and debt. If we have no currency of value or substance in circulation today, then one must wonder, what did the Bank "loan" me? It is unlawful for the bank to loan me their credit.
So, **what did the bank loan me?**
What value/substance did the bank loan me?
Please provide the evidence that the bank loaned me anything of value.
- At the closing, I placed my signature on a **Promissory Note** which I gave to the bank **in the exchange**. Said Promissory Note had no value prior to my placing my signature on it. **Did it not?** There are no other signatures on said Promissory Note, therefore, it was my signature that gave the value to the **Promissory Note** which I gave to the bank in the exchange. **Was it not?**

- Since 1933 the United States has operated upon the good faith and credit of the American people, not the good faith and credit of the Banking industry. *Has it not?* The government, including the government sanctioned corporations, institutions and banks, have no authority to create money. Only *We the American people* can create money. *We the American people* are the originators of the money and are therefore the Creditors. *Are we not?*
- When I placed my signature on the Promissory Note, giving value to the Note, I was the originator of the funds and, therefore, the Creditor of the transaction. **Am I not?**
- **Ohio Code section 1707.01(b), and other similar state codes**, define a *Promissory Note* as a *security*. **Title 12 section 1813 (L)(1)** states that when one deposits a Promissory Note it becomes a *cash item*. **Ohio Code at section 1707.261** states that I have a right to restitution and rescission if the bank sells an *unregistered security*.
- It has come to my attention that the Promissory Note which I executed is an unregistered security and that it may have been sold, traded or assigned in violation of state statutes. Please provide me with a certified copy, front and back, of the original Promissory Note which I signed and presented to the Bank in this transaction and the lawful authority which authorized the Bank to engage in the sale of an unregistered Security, in this transaction. Your failure to provide me with documentary evidence of the lawful authority shall constitute your stipulation that no lawful authority exists and your tacit confession to the unlawful sale of an unregistered security in violation of state statute.
- It has also come to my attention that shortly after the closing that the Bank deposited said Promissory Note as a cash item and ledgered said Note as a *liability* in the bank's *Payables Account* and identified *ME as the Creditor* in the account. *Did they not?*
- It is also my understanding that the bank, in accordance with GAAP, ledgered the "Mortgage", as an *asset* in the bank's *Receivables Account* and identified *ME as the debtor* in the account. *Did they not?*
- It is further my understanding that because I failed to see through the bank's carefully designed illusion and instruct the bank to make the financial adjustments to zero the account in the set-off, the bank posted their liability/my asset in their Payables Account as an off balance sheet entry and after a period of time the funds were claimed as abandoned funds. *Were they not?*
- It is also my understanding that the international accounting system called Basel II and/or Basel III have been fully implemented; that off balance sheet accounting is unlawful, and that all banks and lending institutions must be in compliance therewith. *Are they not? Please provide documentary evidence that you are Basel II & III compliant.*
- **UCC 3-104(a) & (c) and UCC 105 (a)(c)** makes it clear that I was the Issuer, Drawer, Maker of the Note that I executed, giving it value, at the closing, while **UCC 8-102(12),(15),(9) and UCC 8-105** leaves no doubt that I am the holder of the entitlement right to the funds. I am the Creditor and entitlement holder with the authority to issue Entitlement Orders as concerns this transaction and/or this account. *Am I not?*

- o The Bank registered the "Mortgage" but did not register the "Note", therefore, the "Note" is an unregistered security in accordance with the UCC and International Banking Law. *Is it not?*

Please provide me certified copies of the accounting of the Promissory Note that I executed at the closing, to wit: the Accounts Receivables and Accounts Payables ledgers of this Promissory Note.

Please provide me a certified copy, front and back, of the original Promissory Note as well as all assignments of the Note.

I request, in the nature of a Demand in Recoupment, that the Bank merge the Accounts Payables with the Accounts Receivables Account to zero the account in accordance with GAAP and Public Policy and/or provide me with documentary evidence that authorizes the Bank to conceal said funds for the purpose of dispossessing me of said funds. Your failure herein shall constitute your admission that no valid authority exists and that the Bank's operation of this account is unlawful and fraudulent.

Your failure to timely respond and/or rebut the foregoing, point by point and line by line, in Affidavit form, shall constitute your admission and stipulation to the stated claims and establish the evidence as a matter of fact. Your failure to respond, a partial response, or a non-responsive response shall constitute a dishonor and your agreement and stipulation to the facts as set forth herein. Your failure to respond in affidavit form, signed, sworn to and notarized and/or your failure to provide certified copies of the requested documentation shall constitute you a dishonor and shall result in the issue of a Declaratory Judgment, by Default, certifying the stipulation and agreement of the Parties. Said Declaratory judgment, by Notarial Protest is as binding on the Parties and their privies as if issued by the highest court in the land and constitutes res judicata, star decisis and an estoppel.

Respondent's failure to respond shall constitute your agreement that the process is free of error and/or omission, lawful or otherwise, having had the opportunity to respond and provide documentary evidence in affidavit form, and choosing to demur and stipulate to the facts as set forth by Claimant creating a binding contract between the Parties.

Your dishonor constitutes an estoppel and your voluntary waiver of all rights and remedies that may otherwise exist and your agreement to confess judgment in this matter.

Executed this ____ day of _____, 2009.

by _____
[Your Name] Authorized Representative