**PRIVACY ACT and TRUTH IN LENDING ACT REQUEST Also an AFFIDAVIT and PLAIN STATEMENT OF FACTS**

**STATE OF GEORGIA** ) *NOTICE TO AGENT IS NOTICE TO PRINCIPAL* ) SS **COUNTY OF FULTON** ) *NOTICE TO PRINCIPAL IS NOTICE TO AGENT*

**ADMINISTRATIVE REMEDY PROCEDURE – PLEASE READ CAREFULLY**

This presentment comprises my “Official Notice of Facts, Demand for Answers and

Disclosure of Information” and an administrative remedy under notary and/or witness presentment, for Affiant and/or :Alvin - Po of the family :Johns . This is an offer for Rob Crowl D/B/A President/CEO., or heirs/assigns for PHH MORTGAGE CORP in honor, to make full disclosure under *The Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605 the requirement of a lender to respond and act to a borrower’s request for disclosure and information regarding a purported debt. It is presented with peaceful intentions expressly for your benefit to provide you with due process and the opportunity to make full disclosure under penalty of perjury. Nothing herein shall be deemed or intended to harass, intimidate, cause alarm, offense, fear or impede public procedures, and any such assumption is deemed a billable impairment of my claim.

**NOTICE: Your failure to respond may result in acceptance of joint and several liability. Affiant sees no evidence to the contrary.**

The undersigned, :alvin - po of the family :johns, is hereafter referred to as Affiant. Affiant is the Authorized Representative and Secured Party Creditor of and for ALVIN PO JOHNS Affiant hereby states that he is of legal age and competent to state on belief and personal knowledge that the facts set forth herein as duly noted below are true, correct, complete, and presented in good faith regarding the account listed as ALVIN PO JOHNS Account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with PHH MORTGAGE CORP

This Affidavit concerns the following parties

PHH MORTGAGE CORP,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ELECTRONIC REGISTRATION SYSTEMS a/k/a MERS (if appropriate list any legal firm

and/or Trustee) LAW OFFICE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and their attempt to foreclose, notice of delinquency and/or sale on the home of Affiant and/or ALVIN PO JOHNS located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is now incumbent on YOU, my purported original lending institution , successor in ownership, and/or loan servicer, HEREAFTER, referred to as YOU, YOUR, and/or ROB CROWL, Et al. under the *Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605 must explain your and my lawful position regarding my purported Mortgage Loan. If you refuse to stipulate that the loan originator and/or you by successor in ownership, or the Corporation for whom you purport to be the owner of my Mortgage, and you as servicer of the purported Mortgage loan are **NOT the CREDITOR** of my “Original Mortgage Loan,” successor in ownership, and/or loan servicer, YOU must cease any and all collection activity and surrender or make notice to the purported owner whom you allegedly represent; YOU must return the Deed and/or Deed of Trust, and (See *Black’s Law Dictionary* 6th Ed. “Genuine”) NOTE to me and make restitution and remedy. This is a valid request under The *Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605 the requirement of a lender to respond and act to a borrower’s request for disclosure and information regarding a purported debt between a **CREDITOR** and a **DEBTOR.** Accordingly, if YOU, my purported lending institution, successor in ownership, and/or loan servicer are not the **CREDITOR** in this Matter, then YOU have thus stipulated that I MUST be the **CREDITOR** in this matter.

YOU, cannot be the **CREDITOR** in this instant matter because YOU and/or any of YOU NEVER risked any assets, nor are any of YOU holding any assets.

A **CREDITOR** cannot be a **CREDITOR** if they don’t hold the asset in question, [*i.e.: the NOTE and/or the property*; and **Mortgage Pass-through Trusts***, i.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1 Subchapter M, Part II, §§ 850- 862]* cannot hold assets for if they do their tax exempt status is violated and the Trust itself is void *ab initio*. Under The *Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b) (4), and Title 12 *U.S.C.* § 2605 you MUST NOW inform me, the I.R.S. and the S.E.C. of YOUR and whom you purport to service the loan for as to YOUR and their status of either being a **CREDITOR** and/or not being a **CREDITOR**. You, my purported lending institution, successor in ownership, and/or loan servicer have committed acts of fraud upon me, and the public in general, and are the single cause of this paradox and absent YOU stating the claim as **CREDITOR or “true” representative of the CREDITOR** cannot claim a debt or collection thereof.

MY ALLEGATIONS and/or CLAIMS:

1. I am the CREDITOR in this matter.

2. YOU are the DEBTOR in this matter.

3. YOU are not the CREDITOR, or an ASSIGNEE of the CREDITOR, in this instant matter.

4. I am NOT the DEBTOR in this matter.

5. YOU are not the Real Party in Interest in this instant matter.

6. YOU and/or any of YOU did NOT put their assets at risk in this instant matter.

7. YOU and/or any of YOU may have only “lent debt/credit” in this instant matter.

8. YOU and/or any of YOU co-mingle definitions to confuse and/or mislead the

“Borrower” in addressing the distinct products of a mortgage. Specifically the two separate documents are “MORTGAGE” and “NOTE.” Some references

refer to the MORTGAGE as Mortgage, Mortgage Agreement, Agreement, Mortgage Contract, Deed of Trust, Security Deed and Contract herein Affiant refers to the “MORTGAGE’ as Mortgage or Contract. The “NOTE” is referred to as Note, Mortgage Note, Deed of Trust Note, and Promissory Note, herein the Affiant refers to the “NOTE” as Note or Promissory Note.

9. YOU and/or any of YOU purposely destroyed the “GENUINE” ORIGINAL NOTE to “securitize” a new and Fraudulent NOTE.

10. YOU and/or any of YOU are calling the NOTE, PROMISSORY NOTE, and/or DEED OF TRUST NOTE a NOTE when in reality the NOTE is a security by “true” definition (See 15 U.S.C. §78c 10).

11. YOU and/or any of YOU as such, are buying, selling and/or trading NOTE$ as fraudulent securities.

12. YOU and/or any of YOU use “*legalese*” in the mortgage documents as a means of stripping the “Borrower’s” right to defense, converting Real Property from its true owner to YOU and/or any of YOU and such is a criminal act of “conversion through fraudulent means” and, therefore, the mortgage documents are evidence of a criminal act(s) and cannot be used as such, used by the YOU in this instant matter. *(See: Black’s Law Dictionary 6th Ed. “Understand”)*

13. The United States has a primary mortgage Right and/or status on the real property in question and such CANNOT be circumvented by YOU and/or any of YOU in fraudulent and unlawful mortgage process and documents.

14. YOU and/or any of YOU have been paid in full for the “contract” in question.

15. YOU and/or any of YOU will fail to join “all indispensable parties” as such joinder would be *prima facie* evidence of YOU and/or any of YOU fraudulent acts of securitizing the “NOTE.”

16. YOU and/or any of YOU are involved in the securitization of the “Promissory Note” and are indispensable parties to this action and MUST be joined as one in any rebuttal, response, reply, answer, and/or the like by YOU or any of YOU.

17. YOU and/or any of YOU are using a corporate entity and/or TRUST in furtherance of fraudulent act(s).

17. YOU and/or any of YOU have no immunity for their fraudulent act(s).

18. YOU and/or any of YOU are joint and several responsible for ALL of my losses, cost fees, and/or damages; *including without limitations*, emotional damages, damages, inclusive of but not limited to: alienation of affection from: spouse, boy and/or girl “friend”, friends, children, pets, co-worker(s), client(s), customer(s), and any and all other parties effected directly and or indirectly and/or collaterally even if caused by my inability to deal emotionally with the financial issues; as said issues are and have been caused by YOU and/or any of YOU committing fraudulent act(s).

I allege through deceptive practice and without “full disclosure” the Mortgage agreement, Deed of Trust, and or note have deceptive meaning clauses like cognovit note, waive the rights of presentment, confession of judgment, waiver of presentment,” and/or other Granting Clauses that give power of sale without the right to rebut to any multiple number of banks and/or mortgage companies and as such are failure to disclose. These words of art “*legalese*” hereafter referred to as "cognovit," are fraudulently being used to “block my right to protest in the courts or back door non-judicial judgment to assert, presume, and/or prove that my right to rebut and/or litigate is waived. This was not fully disclosed and as such is a violation of The *Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605 and therefore, makes ANY waiver of my ability to dispute a foreclosure void. *See:* D. H. Overmyer Co. Inc., of Ohio Et al., v. Frick Co., 405 U.S. 174 (1972)., “A maker of a confession of judgment voluntarily, intelligently, and knowingly waives due-process rights it otherwise possesses to prejudgment notice and hearing, and does so with full awareness of the legal consequences, when:

(1) the cognovit does not involve unequal bargaining power or overreaching;

(2) the agreement is not a contract of adhesion;

(3) the cognovit provision is obtained for adequate consideration;

(4) the cognovit is a product of negotiations carried on by parties with the advice of competent counsel;and

(5) the maker, despite cognovit, is not defenseless under state law.”

*I hereby claim all five (5) elements are required for a cognovit clause to be valid in*

GEORGIA. I have been purposely violated by YOU and/or any of YOU to deprive me of my Civil Rights under color of state and Federal law.

I allege YOU singularly and/or collectively violated provisions of the *Fair Credit Reporting Act (FCRA)*, 15 *U.S.C.* § 1640, 1666 and 1681, by wrongfully, improperly and illegally reporting negative information as to me to one or more Credit Reporting Agencies, resulting in my having negative information on my credit reports and the lowering of my *Fair Isaac Corporation* (*FICO*) score. I hereby dispute any debt and demand YOU to change any and all negative information reported to Credit Reporting Agencies or YOU will be in violation of The *Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605.

I hereby question the authenticity of ALL dates and/or ALL signatures by ALL parties on

ALL documents, including without limitations, notarized documents, “contracts,” “deeds,” “titles,” affidavits, and/or the like, including without limitations the dates and/or signatures by notary publics, officers, employees, and any and ALL parties attesting to any and ALL claims, facts, accounting, transfers, recordings, publications, and/or the like, etc. I disavow any and ALL implied and/or conferred and/or inferred “understanding” of “*legalese*” terms now and at the time of the “signing” of any and ALL of the documents pertaining to the purported Mortgage.

**Recoupment** – (1) The recovery or regaining of expenses **Applying the setoff** so you can get back what you gave and what you are entitled to. (2) The withholding for the equitable part or all of something that is due. This is all equitable action in admiralty style instruments.

*Black’s Law Dictionary* : IOU – a memorandum acknowledging a debt. See also a due bill. DUE BILL – See IOU SIGHT DRAFT – A draft that is due on the bearers demand; or on proper presentment to the drawer. Also termed a demand draft. A draft is an unconditional order signed by one person, the drawer directing another person, the drawee, to pay a certain sum of money on demand or at a definite time to a person, the payee, or to bearer.

I allege, YOU are required to file an FR 2046. This is a balance sheet. Under 12 *U.S.C.* §§248 and 347, YOU are required to file a balance sheet. YOU are required to do so quarterly or on a weekly basis. YOU file these balance sheets with the Federal Reserve Board (FRB).

The balance sheet shows the assets and liabilities that YOU use in the accounting. YOUR liability is my promissory note. It is YOUR liability because it is an asset to me. These reports are filed on OMB forms in which the public has a right to disclosure under the Privacy Act. If YOU shift the assets off the books, YOU have to report to the FRB where it went, so you and they can follow it. YOU are mandated to give a cash receipt on any deposit and have failed to provide me with my cash receipt. The deposit of my promissory note was made to a demand deposit account. YOU are required to show it on YOUR books, but YOU are not doing that. YOU are doing an **offset entry**. I am going to subpoena the auditor if necessary to prove same. Auditors keep track of where the assets went. **Under Title 12 USC 1813(L)(1) when I give/deposit a bank/mortgage company or the subsequent supposed loan owner obtains a promissory note, it becomes a cash item and they are required to give me a cash receipt**. YOU owe me that money under a recoupment or asset. If I take the receipt back, YOU should give me some money. You call it an offset in accounting, but in the *Uniform Commercial Code (U.C.C.)* it is called a recoupment. Under *U.C.C.* 3-306, there cannot be a holder in due course on a promissory note after YOU deposit it. YOU do an off balance sheet entry. This means YOU take my note after YOU sell it, instead of showing it on YOUR balance sheet, YOU move it over to some other entities’ balance sheet. It is no longer on YOUR books. This is called **off balance sheet bookkeeping** under FAS 125 securitization accounting, FAS 140 **Offsetting** of financial assets and liabilities, FAS 133 derivatives on hedge accounts, FAS 5, and FAS 95. These are the resource materials for understanding this process. The note is not under a negotiable instrument any more; it is a security. All banks and subsidiary mortgage companies follow these standards. YOU set up G.A.A.P., Generally Accepted Accounting Principles. YOU are mandated by Title 12 *U.S.C.* to follow G.A.A.P. and G.A.A.S. YOU have

a local FASB and an international IFASB. They also cover derivatives. FAS 140 relates to *U.C.C.* §§ 3-305, 306. If YOU do not know how to do offsets, refer to FAS 133 for settling and closing. **I am demanding recoupment settlement and closure**. Once I, the creator of the promissory note have signed it and others are using it, recoupment means **I want my property back** or have the account set off. Recoupment in practice is a counterclaim in a civil procedure. I am the creditor on the liability side or the accounts payable. **YOU must use my accounts payable as an offset or counterclaim to the financial asset side** that is the receivable. Under FAS 140, I am entitled to my setoff. When I make a deposit, it is a cash receipt, cash proceed. Everything becomes a cash proceed in commercial law under Article 9 and YOU show it as a cash proceed. YOU must give me a credit to my account that is actually a cash receipt to me, the customer and/or the purported borrower. Then YOU do a cash payment to the bank. The bank sells the note. They do a Home Equity Line Of Credit (HELOC) and sell it to warehouse lending institutions. Under civil rule 13, I hereby bring **a mandatory counterclaim and demand copies of** the S3 registration statement, the form YOU filed that shows YOU sold the note that is a transfer, the 424(b)(5) prospectus, the balance sheets, FR 2046, 2049, and 2099s, that have OMB numbers on them and are subject to disclosure under the Privacy Act, Title 5 *U.S.C.* § 552(b)(4). Should you fail to make disclosure you will be in violation of *TILA* 15 *U.S.C.* § 1601, Privacy Act Title 5 *U.S.C.* § 552(b)(4), Fair Debt Collections Practices Act 15 *U.S.C.* § 1692, and Title 12 *U.S.C.* § 2605.

**Should you *ACQUIESCE* I demand the following RELIEF/REMEDY:**

**1.** Return the **GENUINE ORIGINAL PROMISSORY NOTE** and ALL MONEY PAID [*by me to all of YOU, with a full disclosure of accounting of such including FR 2046s*] to me forthwith;

**2.** If YOU are not able to return the **GENUINE ORIGINAL PROMISSORY NOTE** to me forthwith then YOU are therefore admitting to YOUR unlawful attempt to convert real property without cause and/or right and payment.

Immediately remit a check or other negotiable instrument to me for eleven times all monies expended in maintenance, upkeep and remittances to YOU individually and/or collectively plus original down payment and value of the NOTE as damages;

**3.** YOU individually present to me an Affidavit stipulating that YOU singular and collectively have NO RIGHT to the real property in question.

**4.** YOU return the DEED/DEED OF TRUST and all other documents pertaining to ownership of the real property in question to me;

**5.** If YOU singular and collectively **do not** STATE THE CLAIM UNDER PENALTY OF PERJURY that YOU singularly and/or collectively are the **CREDITOR** in this instant matter, YOU singularly and/or collectively agree to accept Judgment by Default in favor of me;

**6.** If YOU singularly and/or collectively **do** STATE THE CLAIM UNDER PENALTY OF PERJURY that singularly and/or collectively YOU are the **CREDITOR** in this instant matter, YOU singularly and collectively agree to deliver acknowledgement of such forthwith to the S.E.C. and the I.R.S.

**7.** Under civil rule 13, I hereby bring **a mandatory counterclaim!** Provide me recoupment under *U.C.C.* § 3-305. I make claim under *U.C.C.* § 3-306, I have a possessory NOTE and property claim against the cash proceeds under the liability side of YOUR ledger. YOU call it an offset in accounting, but in the *U.C.C.* it is called a recoupment. Send me remittance for that balance and provide complete accounting of the FR 2046s.

**8.** I hereby, dispute any debt and demand YOU to change any negative information reported to Credit Reporting Agencies or YOU will be in violation of *TILA* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605

**Should YOU come out with an affidavit of a lost note or destroyed instrument remember;** Under U.C.C. §3-309 you have to show four elements to claim a lost instrument:

1. You were in possession at the time it was lost; 2)you have the right of enforcement of the note; 3)you have to show that the obligor on the note is indemnified by you against and future claims; 4)the loss was not due to a transfer.

Production of the mandatory disclosure OMB forms will disprove the allusion that

YOU have lost the NOTE. In *Lambert v. Firstar Bank,* 83 Ark. App. 259, 127 S.W. 3d 523 A(2003), complying with the Statutory Foreclosure Act does not insulate a financial institution from liability and does not prevent a party from timely asserting any claims or defenses it may have concerning a mortgage foreclosure A.C.A. §18-50-116(d)(2) and violates the honest services clause of Title 18. As such, failure to make full disclosure and restitution within twenty days creates joint and several liability for YOU (and you personally) and YOUR company.

**ADMINISTRATIVE REMEDY PROCEDURE**

Affiant and/and or ALVIN PO JOHNS, by Restricted Appearance, is hereby exhausting his administrative remedy within the Admiralty and or Equity by providing Notice of same to Rob Crowl , President/CEO PHH MORTGAGE CORPORATION.

As an operation of law, Affiant and/or ALVIN PO JOHNS is required to exhaust his

administrative remedy. The Administrative Remedy within the admiralty document is mailed as identified in the Notary or Witness Affidavit of Service.

As with any administrative process, Rob Crowl , President/CEO PHH MORTGAGE may controvert the statements and/or claims made by Affiant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to under penalty of perjury, signed by Libellee or other officer of the corporation with evidence in support by Registered Mail to Notary or Witness Acceptor. Answers by any other means are considered a non-response and will be treated as a non-response.

Rob Crowl , President/CEO PHH MORTGAGE, may agree and admit to all statements and claims made by Affiant by TACIT PROCURATION by simply remaining silent.

Rob Crowl , President/CEO PHH MORTGAGE, may additionally be subject to postal statutes and the jurisdiction of the Universal Postal Union.

**ESTOPPEL BY ACQUIESCENCE**:

In the event Rob Crowl , President/CEO PHH MORTGAGE CORPS, Officer, Employee, or Associate with/of PHH MORTGAGE CORPS fails to respond, they individually and collectively admit the statements and claims by TACIT PROCURATION, all issues are deemed settled RES JUDICATA, STARE DECISIS and COLLATERAL ESTOPPEL. Rob Crowl , President/CEO PHH MORTGAGE Et al., may not argue, controvert, or

otherwise protest the finality of the administrative findings in any subsequent process, whether administrative or judicial. *(*See*, Black’s Law Dictionary* 6th Ed*.* For any terms you do not *“understand”)*. Furthermore, you have not produced the “GENUINE” Mortgage and NOTE to provide proof of a claim wherein relief may be granted, as required by GEORGIA. and *F. R. Civ. P.* Rule

12 (b)(6). Your failure to completely answer and respond will result in your agreeing not to argue, controvert, or otherwise protest the finality of the administrative findings in any process, whether administrative or judicial as certified by Notary or Witness Acceptor in an Affidavit Certificate of Non Response in YOUR violation of *TILA* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605 Should YOU fail to respond, provide partial, unsworn, or incomplete answers, they are not acceptable by me or any court of law. See, *Sieb's Hatcheries, Inc. v. Lindley,* 13 F.R.D. 113 (1952)., “Defendant(s) made no request for an extension of time in which to answer the request for admission of facts and filed only an unsworn response within the time permitted,” thus, under the specific provisions of *GEORGIA* and

*Fed. R. Civ. P.* 36, the facts in question were deemed admitted as true. Failure to answer is well established in the court. *Beasley v. U. S.,* 81 F. Supp. 518 (1948)., “I, therefore, hold that the requests will be considered as having been admitted.”

Any action(s), by Rob Crowl , President/CEO PHH MORTGAGE., in any court or other forum, undertaken against Affiant, outside this Administrative Remedy by Rob Crowl , President/CEO PHH MORTGAGE., is a trespass against Affiant and will result in an increase in the amount of the True Bill of ten (10) times the original amount and will continue to increase in the multiple of ten (10) for each and any additional trespasses. Rob Crowl , President/CEO PHH MORTGAGE., is granted twenty (21) days to respond to the statements and claims herein and/or provide **RELIEF/REMEDY** included herein. This is an opportunity for

Rob Crowl , President/CEO PHH MORTGAGE., to answer The *Truth In Lending Act* 15 *U.S.C.* §1601, *Privacy Act* Title 5 *U.S.C.* § 552(b)(4), and Title 12 *U.S.C.* § 2605 requirement of lender to answer inquiries of debtor under signature, social security number (for proof of identification) and under penalty of perjury. In the event you default and fail to properly respond to all questions, allegations, and produce required documentation, including return of the Genuine Note, Deed/Deed of Trust, I have included the below true bill for you to honor in lieu of answering my questions.

**ACCOUNTING AND TRUE BILL**

Affiant and/or ALVIN PO JOHNS is entitled to return of all funds paid by Affiant and/or ALVIN PO JOHNS TRUST for \_\_\_\_\_\_\_\_\_\_\_ years \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_THROUGH \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including maintenance, upkeep, and improvements, the security called a promissory note or equal value where Affiant and/or ALVIN PO JOHNS remitted monthly payments, plus all late fees and interest fraudulently charged, and $175.00 per hour for all time spent on all letters to Rob Crowl , President/CEO PHH MORTGAGE, personnel through FEBRUARY 1, 2020.

**COMPUTED AS FOLLOWS**

$ \_\_\_\_\_\_\_\_\_ Refund due Affiant and/or ALVIN PO JOHNS years x monthly

payment average (\_\_\_X\_\_\_ = $\_\_\_\_\_\_\_\_\_).

$ \_\_\_\_\_\_\_\_\_ Fund equivalent for Original Mortgage Note not returned. Value of

Promissory Note (Mortgage Value) and down payment.

$ 14, 437.50 $175.00/hour X 82.5 hr. spent on documents presented by Affiant

plus postage and Notary and/or Witness Fees $240.00

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Maintenance Costs

**CONVERSION FOR UNAUTHORIZED ACTS COMPUTED AS FOLLOWS**

$ \_\_\_\_\_\_\_\_\_\_\_\_Sum Certain of Actual Cost Funds times three: First Rights Violation Compensation Multiplier ($\_\_\_\_\_\_\_\_\_ x 3) $ \_\_\_\_\_\_\_\_\_\_\_\_ Sum Certain of Actual Cost Funds times eight:

 Second Rights Violation Compensation Multiplier ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x 8)

**TOTAL Including Rights Violations** $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as of January 24, 2020

“**Deadline**” is defined as 5:00 p.m. on the twentieth (21st) day after your receipt of this affidavit as shown on the return receipt PS Form 3811 and/or confirmation of electronic signature from the U.S. Postal Service.

“**Failure to respond**” is defined as a blank denial, unsupported denial, inapposite denial, such as, “not applicable” or equivalent, statements of counsel and other declarations by third parties that lack first-hand knowledge of the facts, and/or responses lacking verification, all such responses being legally insufficient to controvert the verified statements herewith. See *Sieb's Hatcheries, Inc* and *Beasley, Supra.* Failure to respond can result in **your acceptance of personal liability** external to qualified immunity and waiver of any decision rights of remedy.

Completion of this process will result in **administrative judgment certifying that**

**administrative remedy has been exhausted** and will comprise agreement to estoppels of all further action pursuant to the said settlement.

**REMEDY:** Mail to Affiant’s mailing location exactly as shown below:

A notary public has been used as a courtesy disclosure of United States admissions to prevent injury to corporations, persons, legal fictions, etc. Such usage and the use of corporate codes, statutes, citations, case rulings or other private corporate regulations is coincidental and does not and shall not be deemed an election to submit to a foreign jurisdiction or consent, real, imagined or implied, to waive any rights, ownership, title, claim, or defenses.

**All Rights Reserved, Without Prejudice, Nunc Pro Tunc To Forever Moor**

**COMMERCIAL OATH AND VERIFICATION**

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

) Commercial Oath and Verification The State of \_\_\_\_\_\_\_\_\_\_\_)

I, ALVIN PO JOHNS, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be his Affidavit of Truth regarding same signed and sealed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ in the year of Our Lord two thousand and twenty:

ALVIN PO JOHNS :alvin-po :johns Authorized signature By: UCC 3-402 (b)(1)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ :alvin - po (family) :johns, Auth. Rep., Affiant, Real Flesh and Blood man/ noble, and Secured Party Creditor,

Correspondence will be accepted only as addressed:

**:alvin - po :johns**

 **c/o NOTARY NAME, Notary Public**

 **(OR Attesting Witness Acceptor) Address Address**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) ) ss J UR A T COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

SUBSCRIBED SWORN, AND AFFIRMED BEFORE ME, a Notary Public, on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the man who appeared before me.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, NOTARY PUBLIC Notary Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seal: Notary printed name My Commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_