#### "VERIFIED AFFIDAVIT OF OBLIGATION -\*[15 U.S.C.-A security]"

KAREN HUDES© International Bank for Reconstruction and Development (IBRD), International Monetary Fund (IMF) Joint Ministerial Committee of the Boards of Governors of the Bank and the Fund on the Transfer of Real Resources to Developing Countries (Development Committee) Global Debt Facility (TVM-LSM-666) By: Karen-A.: Hudes©, C/o 5203 Falmouth Road Bethesda, Maryland near [20816] Non-domestic Líen Claimants

AXEL VAN TROTSENBURG JORGE DAJANI GONZALES **BERNARD LAUWERS KEN OFORI-ATTA** ANKE D'ANGELO JOHN GANDOLFO PASCALE DUBOIS YVONNE TSIKATA **OSVALDO GRATACOS** ALL KNOWN INSURERS, ALL UNKNOWN INSURERS, ALL UNKNOWN ENTITIES, All Agents & Principals, Both PUBLIC & Private, JOHN & JANE DOES 1-100, et al., Jointly & Severally, Lien Debtors,

(Above space is for Public recording in UCC)

# VERIFIED DECLARATION OF DEFAULT, ASSENT AND DEMAND -THIRD LAWFUL NOTICE OF RIGHTS & OPPORTUNITY TO CURE

# Seventeenth (17<sup>th</sup>) day of Second (2<sup>nd</sup>) month in the year of two thousand and Nineteen (2019) Anno Domini

#### Re: Commercial Lien: Verified Certified Default # 9590 9402 4506 8278 8516 02

Axel van Trotsenburg, Jorge Dajani Gonzales, Bernard Lauwers, Anke D'Angelo, John Gandolfo, Pascale Dubois, Yvonne Tsikata, and Osvaldo Gratacos have now assented under the doctrines of laches, res judicata, stare decisis and estoppel to two (2) Commercial Affidavits entitled AFFIDAVIT(S) OF OBLIGATION under 15 USC\*, and numerous other lawfully Noticed and filed by United States Mail under and not limited to the "mail box rule", [*Houston* doctrine and under *Restatement (Second) of Contracts* Section 63, affirmed in *Huizar v. Carey*, 273 F.3d 1220 (9<sup>th</sup> Cir. 2001]) on January 17, 2019 sent to agents and to Principal under law of Principal & Agent, obligating you by contract to acknowledge in connection with the Articles of Agreement of the International Bank for Reconstruction and Development that all the powers of the World Bank are vested in the Board of Governors, as set forth in Article V, Section 2 **SECTION 2(a)**.

# **"Board of Governors**

(a) All the powers of the Bank shall be vested in the Board of Governors..." and

Section 5(c) "The President, officers and staff of the Bank, in the discharge of their offices, owe their duty entirely to the Bank and to no other authority. Each member of the Bank shall respect the international character of this duty and shall refrain from all attempts to influence any of them in the discharge of their duties". Axel van Trotsenburg, Jorge Dajani Gonzales, Bernard Lauwers, Anke D'Angelo, John Gandolfo, Pascale Dubois, Yvonne Tsikata, and Osvaldo Gratacos are acting outside their respective duties of Managing Director, Ethics Officer, Controller, Internal Auditor, Treasurer, Vice President Institutional Integrity, Secretary and Ombudsman of the World Bank and have prevented Lien Claimant from returning to the World Bank's headquarters and working on the Global Currency Reset agreed to by the Board of Governors of the World Bank and IMF.

Lien Claimant has notified these individuals of their nonfeasance, misfeasance, and malfeasance, and given them the opportunity to rectify matters, so that the IBRD can be brought into compliance on the world's capital markets, and so that the Board of Governors of the World Bank and IMF can complete the Global Currency Reset.

Still Lien Debtors remain recalcitrant.

On December 13, 2018, Lien Claimant informed the Human Resources Department that you are perpetuating fraud upon the American people and the rest of the world's peoples. You are acting outside the duties of a member of the World Bank's staff, as you have violated the Articles of Agreement of the World Bank. You have harmed Karen Hudes personally with this malfeasance and breach of the World Bank's Articles of Agreement, acting outside your respective duties under the World Bank's Articles of Agreement and thereby withheld the world's international gold reserves in TVM-LSM-666 to the world's people. Debt for the liability herein is an amount of Gold amounting to One million eight hundred thousand (1,800,000) Metric Tonnes of Gold Bullion, which plus financial instrument whereby you assented, contractually agreeing by self-executing contract, to pay the total above amount and now shall be given such opportunity and are thus notified to settle this debt within Ten (10) days by payment in gold. The liability herein is an amount of Gold being withheld from the world's monetary system amounting to **One million eight** hundred thousand (1,800,000) Metric Tonnes of Gold Bullion to Lien Claimants, and sent to above address

This is NOT a Lis Pendens Lien.

# VERIFIED DECLARATION OF DEFAULT

We count prior Affidavits of Obligation not lawfully answered as **Notice**, they are prior Commercial Affidavits, whereby you were served two (2) separate times, **12-17-2018** and **1-17-2019**. Two (2) Prior Lawful Due Process Notices all incorporated herein by reference and again now by final Affidavit of Default herein dated **2-17-2019** this instrument as your Third Notice of Rights herein entitled: **VERIFIED DECLARATION OF DEFAULT AND ASSENT, DEMAND AND THIRD LAWFUL NOTICE OF RIGHTS** from the presenters above. Notice was also made openly on the internet multiple times; the most recent being yesterday:



The corrupt people in the World Bank and IMF Secretariat are going to be bankrupted tomorrow. That's for starters. Stay tuned. <u>https://s3.amazonaws.com/khudes/Twitter2.16.19.1.pdf</u> <u>https://www.scribd.com/document/399787928/You-can-get-a-sense-of-our-progress-Don-t-feel-overwhelmed-because-there-is-no-rush-Twitter2-16-19-1</u>





Respondents did not invoke the Fifth and Sixth Amendments of the Constitution for the United States of America. However, administrative demands were made, in several **AFFIDAVIT(s) OF NOTICE, OBLIGATION & DEMANDS\* [15 USC]** and throughout from the beginning. Our files are full of due process Notice instruments you have assented to contractually under UCC & the Law Merchant, that you violate the Fair Debt Collection Practices Act, Common Law & Truth in Lending Act, and agree to your fraud.

Demand was respectfully made to the above named Principals and/or Agent(s), to answer under commercial law, rebutting point for point under penalty of perjury, disclosure answering said "**AFFIDAVIT OF OBLIGATION**", regarding the actions and inactions of Respondent as to the damages suffered by Secured Party Creditors, **Notice this is NOT a lis pendens lien or notice**, but a DEFAULT, under the UCC, a Commercial Lien against any and all your financial assets and properties in commerce as well as an amount of Gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand** (1,800,000) Metric Tonnes of Gold Bullion.

By failure to do so, NOW and FOREVER Respondents and their offices, entities, legal representatives, heirs, successors and assigns have yielded to **Estoppel**, **Waiver, Laches, Fraud**, and innumerable civil and criminal statutes, rules, regulations and codes, including UCC and the Law Merchant in commerce, and under but not limited to **UCC 1-103, 1-103(6) nemo debet bis vexari pro una et eadem Causa**, and such willful refusal may subject Respondents to Civil (contractual) liabilities or even Criminal punishment.

**RESPONDENTS ARE HEREBY NOTICED AND DEMANDED:** To restore the Secured Party to her former status, and that she has secured rights, privileges, privacy and immunities and is so protected in value at no less than the known amount of Gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand (1,800,000) Metric Tonnes of Gold Bullion**, Jointly and Severally.

DEMAND IS FURTHER MADE to all governmental officials to protect me, and mine in peaceful exercise or enjoyment of my rights, privileges, privacy, immunities, etc., [cf. **Title 18 USC 241, 242; 18 USC 4; Title 42 USC 1983 - 1986 et seq.; 42 USC 1975 et seq.; 28 USC 1916; 18 USC 1961, et seq.;** *Bivens v. Six Unknown Federal Narcotics Agents,* 403 U.S. 388, 397 (1971); *Dykes v. Hosemann,* 743 F.2d 1488 (11 CA Dec. 1984); violating *USCA Amends 1, 4, 5, 6, 8, 9 & 10,* (potential fines accruing by month, et al.)] Should I or my associates or Agent(s) die of unnatural causes, an amount of Gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand (1,800,000) Metric Tonnes of Gold Bullion** will be instantly due to the world's living beings, including but not limited to my heirs, legal representatives, agents and assigns.

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probably cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968. [*Sniadach v. Family Finance Corp.*, 395 U.S. 337, 349].

**NOTICE OF LIEN:** violation and/or invasion of any of the above denominated rights per violation, shall act as a lien upon the nonexempt property of each presentee as follows: non-exempt household goods, deeds, and/or all real estate, future earnings, past earnings, bank accounts, vessels, and other personal/corporate property, including, but not limited to cars, trucks, trailers, heavy equipment, Bank Accounts, Busineses, commercial quotas, business proceeds, vessels, and all other funds, bonds, stocks, trust assets, real & personal property, including but not limited all Deeds where one is a Common Law Grantee either in Public or Private, cash on hand, all liquidated values not more than to a debt of the liability an amount of Gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand (1,800,000) Metric Tonnes of Gold Bullion.** 

**VERIFICATION:** I (We) verify that a true copy of this **NOTICE OF DEFAULT**, **AND DEMAND**, was truly served upon the above named respondents, agents and/or principals under the law declaring "notice to principal is notice to agent and notice to agent is notice to principal" via the common law mail box rule and the doctrine of mailbox rule; the doctrine of [*Houston v. Lack*, 487 U.S. 266 (1988); and under <u>*Restatement*</u> (*Second*) of Contracts, section 63, affirmed in <u>*Huizar v. Carey*</u>, 273 F. 3d 1220 (9th Cir. 2001)], stating: ("In contract law, once an offer is made, acceptance is effective when put in the mail, and the offer cannot thereafter be revoked; rule applies even if the mail never arrives"), <u>Id.</u>.: Satisfying due process [See for reference <u>Mennonite Bd. Of Missions v. Adams</u>, 462 U.S. 781 (1983); <u>United States v. Clark</u>, 84 F. 3d 378 (10th Cir. 1996); <u>Maxwell v. Downes</u>. 68 F. 3d 1030 (6th Cir. 1995) ; <u>Williams v. United States D.E.A</u>., 51 F. 3d (7th Cir. 1995); It is even irrelevant if the mail is returned "unclaimed" or "unknown". (for reference see <u>Serit v. Drug Enforcement Administration</u>, 987 F. 2d 10, 14 (1st Cir. 1993)]. This and any prior mailings is pursuant \*[<u>15 U.S.C.</u>], (\* see attached prior page entitled **APPENDIX A**). It is self-evident you are so Notified pursuant to Law and are under contract(s) in Commerce to perform or owe damages in lawful funds, Gold/Silver species coins or (USD).

#### **COMMERCIAL STANDING**

I, me myself am competent to testify on the matters herein stated, that I have personal knowledge of the facts however this debt is contractual, assented to under the doctrines of laches and estoppel, in totality, being developed through commercial process whereby giving sufficient Notice, Time and Grace, thus is due and owing in total. You are all in dishonor, UCC 3-502 & 3-505. You, the Lien Debtor(s) are in involuntary bankruptcy.

<u>NOTE</u>: Maxim(s) of Law; 1. in Commerce -- Truth is sovereign; 2. For a matter to be resolved, it must be expressed; 3. It is fraud to conceal a fraud; 4. Law dislikes delay; 5. The law punishes falsehood; 6. Fictions arise from law, and not law from fictions; 7. All are equal under the law; 8. The more common the eil the worse; 9. To lie is to go against the mind; 10. Negligence has misfortune for a companion. Law -- Silence equates to agreement.

Verified & Executed this **17<sup>th</sup> day of February**, **2019** under Authority [**28 U.S.C. 1746(1)**] and incorporated to all related instruments and to my Sovereign Immunity: Signed: KAREN HUDES©, A COPYRIGHTED LEGAL FICTION [3-402(B)]

affiant:/by: \_

by: Karen-A: Hudes, Creditor, Agent & Secured Creditor, Acting General Counsel, IBRD, Overseer Mandate Trustee, Global Debt Facility, TVM-LSM666, Without recourse Beneficiary, Executor, & Director for: KAREN HUDES©, Without Prejudice, 1-308, 1-201(26) invoking: UCC 1-309 & UCC 1-202, UCC 3-301 UCC 1-103, UCC 3-402, UCC 9-403

# NOTICE TO PRINCIPALS IS NOTICE TO AGENTS NOTICE TO AGENTS IS NOTICE TO PRINCIPALS

#### SPECIAL INCORPORATED NOTICE:

YOU HAVE TEN (10) DAYS IN WHICH TO SATISFY BY ACKNOWLEDGING THAT THE UNITED STATES IS NOT OPERATING UNDER THE CONSTITUTION OF 1789. YOU ARE PERPETUATING THE HOAX ON THE AMERICAN PEOPLE AND THE ARMED FORCES OF THE UNITED STATES AND PERPETUATING THE CORRUPT BUSINESS ENVIRONMENT IN THE UNITED STATES AND YOU HAVE HARMED KAREN HUDES PERSONALLY WITH YOUR LIES AND FALSEHOODS OR CURE THIS DEFAULT, A CONTRACTUAL INSTRUMENT AS EVIDENCE OF DEFAULT, FROM THE DATE ABOVE (10) DAYS TO PAY THE 1,800,000 Metric Tonnes of Gold Bullion FOR CURE TO AFFIANT TO SATISFY, ALLOWING THREE (3) DAYS FOR MAILING, UCC 1-203 1-204. A LACK OF RESPONSE ON YOUR PART MEANS YOU ASSENT TO THIS AFFIDAVIT/INSTRUMENT AND ANOTHER FAULT, EXISTS, UCC 1-201(17) CREATING MATERIAL MISREPRESENTATION WHICH VITIATES ALL FORMS, CONTRACTS, AGREEMENTS, EXPRESSED OR IMPLIED FROM THE BEGINNING, UCC 1-103. YOU FURTHER AGREE YOUR NON COMPLIANCE WITH LAW, CODE, RULES, STATUTES, **REGULATION**, CONTRACTS, VIOLATIONS OF MY RIGHTS UNDER LAW AND MY INALIENABLE RIGHTS. TO COMPLY WITH TREATY OBLIGATIONS OF THE UNITED STATES AND OBLIGATIONS TO THE BOARD OF GOVERNORS OF IBRD and IMF to: "return the world's international gold reserves in TVM-LSM-666 to the world's people. Debt of for the liability herein is an amount of Gold being withheld from the world's monetary system amounting to One Million Eight Hundred Thousand (1.800.000) Metric Tonnes of Gold Bullion" OWED IN ACTUAL DAMAGES BY YOU IN THAT AMOUNT NOW DUE AND OWING IN ENTIRETY, Jointly and Severally. ALL ARE PRESUMED TO KNOW THE LAW AND IGNORANCE OF THE LAW IS NO EXCUSE. [for reference see [Hanging of the Witches (1655) and Summer v. Beeler, 50, Ind. 341, 342 (1865); UCC 3-108].

NO JUDICIAL, NOR GOVERNMENTAL, CORPORATE, SOVEREIGN NOR ANY OTHER IMMUNITY EXISTS TO PROTECT YOU AND BY YOUR RECEIPT OF THIS INSTRUMENT PROVEN BY ATTACHED PROOF OF SERVICE, YOU AGREE TO PAY UP THIS DEBT OR ASSIGN BONDS, PROPERTY, QUOTAS, TRUCKS, TRAILERS, BOATS, PLANES, BOTH REAL & PERSONAL PROPERTY, INLUDING PERSONAL PROPERTY IN "THINGS IN ACTION" AND IN "THINGS IN POSSESSION", THESE BEING THE CREDITOR'S CHOICE. PRODUCTS YOU/YOUR COMPANY PRODUCES, ALL ASSETS TO COVER THIS FEDERALLY SECURED INSTRUMENT, AND ALSO ALLOW YOUR OWN BONDS AND INSURANCE COVERAGE TO BE FORFEITED TO THE AFFIANT, BOTH IN ACTUAL INSTRUMENT FORM SIGNED OVER TO THE AFFIANT AND IN AMOUNT(S) ABOVE TOWARDS THE SETTLEMENT OF YOUR DEBT. TEN (10) DAYS ARE ALLOWED, AFTER WHICH A UCC FORM SHALL BE RECORDED AND YOU HAVE AGREED TO PAY THE DEBT OR ALLOW YOUR ASSETS TO BE LAWFULLY ATTACHED AND SOLD, JOINTLY AND SEVERALLY

#### **NOTICE OF NEGOTIABLE INSTRUMENT:**

AFFIANT IS THE CREDITOR AND RESPONDENT(S) ARE THE DEBTOR., HENCE THIS INSTRUMENT IS ASSIGNABLE AND IS A SECUITY [\*15 U.S.C.] - A NEGOTIABLE INSTRUMENT PURSUANT UCC 1-304, HENCE TAKE HEED AND ACKNOWLEDGE THAT THE CONSTITUTION OF 1789 OF THE UNITED STATES IS NOT IN EFFECT AND PERMIT SECURED CREDITOR TO RETURN THE WORLD'S INTERNATIONAL GOLD RESERVES IN TVM-LSM-666 to the world's people. Debt of for the liability herein is an amount of Gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand (1,800,000) Metric Tonnes of Gold Bullion''**.

THE FACE AMOUNT DUE HEREIN IS SELF-EVIDENT AND THIS FINANCIAL INSRUMENT, UCC 1-104 UCC 3-301 AND MAY BE USED AT OUR OPTION TO

SET-OFF OR DISCHARE WHEN LEVIED OR BY ASSIGNMENT TO SATISFY DEBTS, INCLUDING BUT NOT LIMITED TO, IRS 1040/1041/1099 DEBT (OR PRESUMED DEBT) IF CONTRACTUALLY PROVEN TO BE DUE AND OWING, EVEN IN ITS ENTIRETY, AND NO LESS, WITH SETTLEMENT MADE AFTER FULL COLLECTION TO/BY THE CREDITOR(S) BY ORDER OF THE AFFIANT HEREIN OR PURSUANT AFFIANT'S SIGNATURE, ANY BOND DRAWN AGAINST THIS INSTRUMENT IS TRANSFERABLE IN AMOUNTS OF ONE THOUSAND DOLLARS OR MULTIPLES THEREOF, AFFIANT RESERVES ALL RIGHTS AND REMEDIES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO ASSIGN, CERTIFY, REGISTER, ACCELERATE, UCC 1-309 RECORD. SEIZE OR BONDS OR OTHER INSTRUMENTS, INCLUDING AND UNDER THIS CONTRACT WILL BE TAXABLE. THIS INSTRUMENT SHALL ALSO BE CONVERTIBLE TO THE CORPORATE STOCK OF THE DEBTORS AND IS AN AXIOMATIC ASSIGNMENT AGAINST SUCH SHARES, ONLY TO BE DISCHARGED

\*(see attached page regarding \*[**15U.S.C.**]-APPENDIX A, making this instrument & others incorporated to it A security with a US SEC Tracer flag. Further this instrument can guarantee Bonds, Cross Guarantee Bonds, other obligations or debt instruments same as/equivalent to cash (see for reference <u>31 UC 9303</u> et seq.; also see UCC§ 1-310, Subordinated Obligations.)

OR SET OFF BY IMMEDIATE PAYMENT, **UCC 1-309, UCC 1-210(44).** MAKE SURE THAT YOU FILE THE IRS FORMS (FORM(S) 1099 CATEGORY, ET AL.) IN YOUR DEBT OWED WHICH WAS A CREATION OF YOUR NEGLIGENCE OR YOUR GREED.

**STATUTE STAPLE**. Upon receipt of USPS Certified Original of this Default, you agree that this Contract is **self-adjudicating** including all instruments and this Default agreement. All liabilities are subject to immediate execution against Respondents, herein also the Lien Debtors.

**ADMINISTRATIVE JUDGMENT.** AGREEMENT TO ESTOPPEL. This Default comprises your consent, agreement and confession to the issuance of a "**Judgment**" certifying your agreement with all terms, statements, facts and provisions herein.

**ESTOPPEL BY ACQUIESCENCE**. Your Default comprises your agreement that all issues pertaining to this Contract are deemed settled and closed **res judicata**, **stare decisis**, **laches** and **collateral estoppel**, and as a result, **judgment by estoppel**.

**DEFAULT.** Failure to respond pursuant to the said prior instruments and Commercial Affidavits or specifically perform under the provisions of this administrative remedy now comprise a default on the administrative remedy. As an operation of law, a default will comprise your agreement, consent and confession to all of the terms, statements and facts herein and herewith, and all inclusions and endorsements, front and back, annexed hereto.

WAIVER OF RIGHTS. Your Default comprises your consent, agreement and confession to **waive any and all rights** to raise a controversy, appeal, object to, or controvert administratively or judicially any of the terms and provisions in this Contract or the estoppel. Upon this Default, you and your agents may not argue, controvert, or protest the finality of the administrative findings to which you have agreed unless such Waiver of Rights which follows is declined in writing. Any such argument or controversy will comprise your confession to Perjury, Enticement to Slavery and various crimes against humanity.

**Perfection of Lien.** If you fail to correct the default within three (3) days, you agree that Claimant holds a right of lien and levy against you. Pursuant to that right of lien and levy, you agree to be named as Debtor on one or more financing statements to be filed against you, and that Claimant can initiate and pursue all lawful measures and actions, administrative and judicial, to protect and collect his/her collateral.

**Conversion of Liability.** If you fail to correct the default within three (3) days, you agree to accept total liability for all unresolved obligations in this matter as Holder in Due Course and/or Debtor in Possession and to satisfy all such liabilities commercially or with personal corporeal labor, service, of equivalent value until fully paid. In other words, if you continue to hold equity without providing equal value or fail to post the payment, perform the setoff, cease all distress and provide timely refund of Claimant's property, all liabilities will be converted to yours.

# This is NOT a Lis Pendens Lien.

<u>WARNING:</u> respondent(s)/Debtor(s) in this instant VERIFIED DECLARATION OF DEFAULT AND ASSENT, DEMAND -- THIRD NOTICE OF RIGHTS & OPPORTUNITY TO CURE admit(s) that **any stall and delay created by them is conversion** whereby the Sum Certain herein of your debt due and owing of The liability herein is an amount of Gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand (1,800,000) Metric Tonnes of Gold Bullion,** in the above Accounting and True Bill of this Commercial Instrument is due and owing and that the Doctrine of **Pacific Mutual Life Insurance v. Cleopatra Haslip, et al,** 499 U.S. 1 (1991).

ASSIGNMENT IS HEREBY MADE, PAY TO THE ORDER OF AND/OR COLLECTIBLE BY: USDC, USDOJ, USM, IRS. I, me myself, Karen-A: Hudes, Agent on behalf of KAREN A. HUDES© do hereby assign this instrument to the entities immediately above for settlement in any needed contractual agreement and agree that not less than THE ABOVE EXPRESSED AMOUNT for each debtor is due and owing, wherein I, me myself further invoke the above U.S. Supreme Court Doctrine *Pacific Mutual Life Insurance v. Cleopatra Haslip, et al.* 499 U.S. 1 (1991), and multiply times the prior true bill amounts wherein each entity, person, and/or debtor(s) owe a debt of gold being withheld from the world's monetary system amounting to **One Million Eight Hundred Thousand** (1,800,000) Metric Tonnes of Gold Bullion. each Jointly & Severally, which I herein incorporate.

*Notice of Rights to Assign/Cross Guarantee:* The Demandant(s) / Affiant(s) / Creditors reserve all rights & remedies, including but not limited to the rights to assign this instrument, use for cross guarantee/guarantee. et al., wherein it can be considered a financial instrument under the common law and the Law Merchant and that any and all such instruments done by Karen-A:Hudes, Agent are as previously NOTICED in UCC filings to be axiomatically assignable to any other ENTITY(S) or PERSONS in guarantee of any assumed debt instruments same as/equivalent to cash (see for reference <u>31 USC 9303 et seq.;</u> also see UCC § 1-310, subordinated obligations.) to Certified or Registered Bonds or other similar Promises to Pay (debt instruments) such as Certified Promissory Notes [(see:"UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES Article 1 et seq. UNITED NATIONS, New York (1988)]

Please Note that this number identifies this entire package of instruments that in totality is, a

time cured Commercial Lien and be assigned. In no way does this debt diminish or does the amount herein become lost, altered or ignored without Express written *Addendum of Permission herein and/or "Letter or Assignment"* allowing any financial credit action(s) / inaction(s) on the part of the Affiant(s)/ Creditors/ Lien Claimants who reserve the rights to accelerate & collect by liquidation as debtor(s) in your private and/or personal capacities at this point have assented to involuntary bankruptcy.

Exceptions are the USDC/USDOJ/USMS, USSEC, [Insurance companies or insurers, who by law cannot be involuntarily bankrupted in the USBC] and the **IRS whom are EXPRESSLY DECLARED our Partners in Commerce for all debts or funds owed to/by** the Creditors & whom may automatically be assigned as allowed to collect from the debtors using our permission and the instruments a/k/a: Common Law Commercial Lien(s) at any time, by notification to us by mail and upon our sending back a simple "Letter- Affidavit of Authorization", available at any time upon written request accepting this offer to contract. Any reporting fees **or** collected fees, funds, whistle blower payments, Qui Tam Credit's and collected, in funds recovered of above debt(s) or percentage of additional fees recovered is: Pay to the order of: Karen A HUDES© by Karen-A.: Hudes©, Agent. Note this instrument is herein assigned to the foregoing as needed for enforcement of Law, false 1099 filing, 1040 debts, tax or debt evasion, US SEC Violations on Selling Notes, etc., violations of the Fair Debt Collection Practices Act.

CERTIFICATION AND RECORDING OF NON-PERFORMANCE FOR EVIDENTIARY PURPOSES. For your protection, non-performance will be certified and recorded in the public record as evidence that Lien Claimants have exhausted all administrative remedies and that Lien Debtor(s) have elected to waive all rights to raise a controversy or claim immunity from collection proceedings, having declined the opportunity to plead. You may wish to consult counsel familiar with public policy and the commercial implications of my security interest.

Since I, the living, breathing sentient being upon the earth, have been injured by the acts and actions of the above-named Lien Debtor(s), upon this certified default, Lien Debtor(s) agree they are jointly and severally liable, responsible to pay damages to Creditors/Lien Claimants, as itemized in the attached invoice. Respondent has five (5) days from the time of this notice to deliver specific performance to Lien Claimant(s).

In the event the Lien Debtors fail to deliver the 1,800,000 Million Metric Tonnes of Gold to Claimants as agreed in the contract, Lien Debtors hereby agree they are involuntarily bankrupt in their personal and Private capacities, further agree to allow proceedings on each party in their private and public capacity to liquidation of assets. Quiet Title is agreed to in totality you agree that as is herein Noticed above Claimants can use self-executing power of attorney and [UCC 3-402] to settle this debt beginning with, but not limited to Quiet title on property described as follows:

#### **Property in exchange for debt(s):**

Property description(s) will also include any and all Warranty/Grant Deeds (Personal Property) of interest to Lien Claimants as further shown by Notice of Intent to the Grantee herein incorporated by reference if need to further enforce this default arises.

\*([15 USC-A security] - See APPENDIX A, herein Attached),

\*\*Sent by mail this 17<sup>th</sup> day of February, 2019, under the "Common Law Mail Box Rule", plus "PROOF OF SERVICE' CONTRACT ATTACHED.

Admiralty Jurisdiction an Option: The <u>Admiralty Extension Act</u>, <u>Title 46 U.S.A.</u> <u>Appendix, Ch 19-A §740</u>, extends the admiralty jurisdiction inland. All states by law have access to the sea. Therefore any land locked country has an easement, so to speak, in all of their courts <u>IN FACT</u> If not cured, this instrument shall result in a foreign judgment.

# **RESTRICTIONS**

1. The Third Party Libellee/Respondent(s)/Lien Debtor(s) are estopped by the "DOCTRINES OF ESTOPPEL" by "AGREEMENT/CONTRACT" and by "ESTOPPEL BY ACQUIESCENCE".

The Third Party Libellees/Respondent(s)/Lien Debtor(s) are forever barred from arguing and controverting the issues of the "<u>CONTRACT/CLAIMS</u>" and are bound strictly in their proof of their response by Affidavit, point for point, under their unlimited liability Commercial Oath and Verification. "within the Admiralty". Failure in confining their position and submissions, oral or written, before this court finds them in Commercial Trespass and Breach of the Contract. This AGREEMENT/CONTRACT is protected pursuant to <u>US Constitution, Article I Section 10</u>, and the <u>D.C. Codes</u> in regarding "<u>THE IMPAIRMENT OF CONTRACTS</u>".

2. The Third Party Libellees/Respondent(s) / Lien Debtor(s), [All VESSELS] having received this Notice of Default, and therefore, should they make a hostile presentment before a court, written or oral, are subject to the provisions of [F.R.C.P. RULE 9(h)], leading to the Supplements of the Rules of Admiralty, which of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest.

<u>*Warning:*</u> Courts must proceed according to the course of Common Law [Jones v. Jones, 188 Mo. App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689][Black's Law Dictionary, 4th Ed. 425, 426].

Since a nihil dicit judgment has greater force than a default, and the fact that Defendant [trustee/corporate agent, et al.] never responded to the notices on the Record; and now has not even participated in this action by entering any "response" at all, compels that a nihil dicit judgment issue instanter. "Judgment taken against party who does not answer is *judgment nihil dicit*, which amounts to confession of cause of action stated, and carries with it **more strongly than judgment by default**, admission of justice in plaintiff's [or a Lien Claimant's] case." [Black's Law 5<sup>yh</sup> Ed.]Nihil Dicit.

Further see [Frymire Eng g Co. v. Grantham, 524 S.W. 2d 680, 680 (Tex. 1975)]; Black's Law Dictionary 1067 (7<sup>th</sup> Ed. 1999). A defendant who appears, but does not put the merits of the plaintiff's case at issue, is subject to judgment nihil dicit. [Stoner v. Thompson, 578 S.W. 2d 679, 682 (Tex. 1979)] (Distinguishing among a default judgment, a post-answer default judgment, and a judgment nihil dicit). A judgment nihil dicit is an abandonment of every known defense or any defense which ordinary diligence could have disclosed. [O Quinn v. Tate, 187 S. W. 2d 241, 245 (Tex. Civ. App. Texarkana 1945, writ def d)]. A no-answer default judgment, and a judgment nihil dicit are so similar that the same rules apply to each with respect to the effect and validity of the judgment. [Stoner, 578 S.W. 2d at 682]. , " [*Doctrine of the Full Faith & Credit Clause & Texas Civil Rule 12*, incorporated into *Constitutions* of the several states and *Constitution for the united States of America*]. Power of Attorney and/or [UCC 3-402]

If and when Lien Debtors fail to Lawfully respond by not rebutting any part of this instrument, the Fair Debt Collection Practices Act [RESPA] TILA REQUEST, and/or Due Process of Law providing Proof of Claim by Affidavit under penalty of perjury signed in blue ink, then Lien Debtors agree with the granting unto the Name of KAREN HUDES©,

unlimited **Power of Attorney** and full authorization in signing or endorsing the names of Lien Debtors upon any instruments in satisfaction of the obligation(s) of this Instrument/Agreement or any agreement arising from this agreement, Pre-emption of, or to, any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement.

Consent and agreement with this Power of Attorney by Lien Debtors waives all claims of Lien Debtors, and/or defenses and remains in effect until satisfaction of all obligation(s) of Lien Debtors have been satisfied. All Rights, Remedies, and Defenses are hereby Explicitly Reserved\*\*. To facilitate your strict compliance with all of the terms of the Contract, if you fail to correct the default within three (3) days of this notice of default, you give, by remaining silent, unlimited power of attorney to Claimant to sign and execute for you regarding enforcement of your obligations under this Contract.

In that event, you instruct and authorize the Claimant to <u>execute Lien Debtor's signature(s)</u> in representative capacity on a certain *Self-executing Power of Attorney* document which is attached to and incorporated in this Contract in its entirety by reference. You agree that to facilitate collection of the debt after default and to "signature by accommodation" [UCC 3-402(b)] and Discharge of Mortgage under but not limited to Authority [12 USC 29; 12 USC 24 et seq.] This instrument serves as axiomatic power of right upon lien debtors' default of proper Lawful answer pursuant this instrument under penalty of perjury allowing immediate judgment using [UCC 3-402(b)].

You have been Noticed and are under Obligation to have given "Power of Attorney" under agreement(s)/Instrument(s) and all have agreed to the use of [UCC 3-402] to collect/settle the debt.

Lien Claimant(s) have exercised the power of acceptance and have accepted all offers made by Lien Debtor(s) to contract and therefore are the undisputed owners of the contract, whereby any and all of Respondents/Lien Debtors' claims are unenforceable ab initio.

Silence is the respondent's acquiescence. See [*Connally v. General Construction Co.*, 269 U.S. 385, 391]. Notification of legal responsibility is "the first essential of due process of law." Also, see: [*U.S. v. Tweel*, 550 F.2d 297]. "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." "A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or a representative capacity, some **real interest** in the subject matter of the action. *Lebanon Correctional Institution v. Court of Common Pleas* 35 Ohio St. 2d 176 (1973).

Lawyers for false debt collection claim Fair Debt Collection Practices Act, 15 USCS §§ 1692-1692, *Heintz v. Jenkins*, 514 U.S. 291; 115 S.Ct. 1489, 131 L.Ed. 2d 395 (1995), and FDCPA Title 15 U.S.C. sub section 1692. In determining whether the plaintiffs come before this court with clean hands, the primary factor to be considered is whether the plaintiffs sought to mislead or deceive the other party, not whether that party relied upon plaintiffs' misrepresentations. *Stachnik v Winkel*, 394 Mich. 375, 387; 230 N.W. 2d 529, 534 (1975).

"The doctrine of *ultra vires* is a most powerful weapon to keep private corporations within their legitimate spheres and punish them for violations of their corporate charters, and it probably is not invoked too often..."[*Zinc Carbonate Co. v. First National Bank*, 103 Wis. 125, 79 NW 229 (1899). Also see: American Express Co. v. Citizens State Bank, 181 Wis. 172, 194 N.W. 427 (1923)].

No judge can lawfully remove these liens as the judge is not allowed to alter fact(s) and so would exceed his/her jurisdiction. [See: Lien a charge, hold, claim or encumbrance upon the

property of another as security for some debt or charge, 227 A.2d 425, 426; not a title to property but rather a charge upon it; the term connotes the right which the law gives to have a **debt** satisfied out of the property, 429 S.W. 2d 381, 382, by sale of the property if necessary. 170 .W. 86, 89.].

It is a well known Maxim of Law that an Affidavit becomes a Judgment in Commerce. This is barred from court after Thirty (30) days by *Laches* and *Estoppel*, termed "*Laches by Estoppel*". Lien Debtors fail to act promptly and basically most never even act, thus their own negligence and time lapse in response under Due Process of law brings *Laches* for failure to act promptly [see: 100 A. 110, 113, definition Laches, Barron's Law Dictionary, page 302-303, 6<sup>th</sup> Ed. (2010)]. Other doctrines are further Noticed in the instruments empowering the basis of the liens not coming off.

#### **Further Incorporated Notices**]

#### Lawful Notification of Your Personal Liability:

This is Lawful Notification to you, pursuant to The Bill of Rights of the National Constitution, the Supreme Law of the land, in particular, but not limited to, the Fourth, Fifth, Seventh, and Ninth Amendments, State Constitution(s), in particular, Article 1, Sections 1, 2, 3, 4, 18 and 20, and pursuant to your oath, and requires your written response to me the specific to the subject matter.

Your failure to respond, within five (5) days, as stipulated, and rebut, with particularity, everything with which you disagree is your lawful, legal and binding agreement with and admission to the fact that everything in the previous Commercial Affidavits referred to on page 2 hereof with which you disagree is your lawful, legal and binding agreement with and admission to the fact that everything in the Commercial Affidavits incorporated by reference is true, correct, legal, lawful and binding upon you, in any court, anywhere in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See *Connally v. General Construction Co*, 269 U.S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see; *U.S. v. Tweel*, 550 F.2d, 297. "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."

You/Attorneys swore an oath to uphold the Articles of Agreement of the International Bank for Reconstruction and Development and pursuant to your oath, you are required to abide by that oath in the performance of your official duties. You have no Constitutional or other valid authority to defy the said Articles of Agreement, to which you owe your LIMITED authority, delegated to you by and through the People, and to which you swore your oath; yet, by your actions against me, committed acting as an agent/Officer of a corporation

**ATTN: ATTORNEYS/OFFICERS/AGENTS,** d/b/a: LAWFIRM/ AGENTS; All 3rd Party Agents, both PUBLIC & Private, ALL UNKNOWN ENTITIES, All Jointly & Severally, et al./Respondent(s)/Lien Debtor(s) Third Party AGENTS, TRUSTEES and BOARD MEMBERS, and in so doing, you perjured your oath by violating my rights.

No time have I waived any of my rights. In Suits at common law, where the value in controversy shall exceed 20 dollars, the right to trial by jury shall be preserved..." Yet, you acted in contradiction to my guaranteed unalienable rights through assisting a fictional entity, under color of law, to prevent me from returning the world's gold to the world's people.

Please Take Notice & Heed and pay your debt or we shall perfect the liens further on the private side and you shall lose your home, you shall then get your just do, be in the streets where you have put so many others, all for your greed, the love of money you violate the Law and you owe us/me, I myself. You will get a taste of the ugly actions you manipulate on others, look in the mirror as this is your wake up call that you operate outside the Law, while under Color of Law, All are equal under the law, hence you third parties are liable for added billions in damages.

Were it me having profited as you have, I would quit working for the artificial entity you racketeer

under and do crimes for, you are so Notified,

#### <u>COMMERCIAL AFFIDAVIT</u> <u>AFFIDAVIT OF NOTICE, DECLARATION, AND DEMAND</u> <u>FAIR NOTICE AND WARNING OF COMMERCIAL GRACE</u> <u>THIS IS A U.S. S.E.C. TRACER FLAG, NOT A POINT OF LAW</u>

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#### A SECURITY (15 USC

COMMERCIAL AFFIDAVIT THIS IS A U.S. S.E.C.TRACER FLAG NOT A POINT OF LAW\*

(see attached instruction below)

\*One definition of "A SECURITY" is "any evidence of debt."

#### APPENDIX A

The Lien Claimant does NOT rely on Title 15 as a basis for the "Commercial Lien." ALL Commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Notes), must bear some sort of Federal tracking code, a County Recorder's number or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder's Office or be widely advertised. When a Lien matures in three (3) months, ninety (90) days, by default of the Lien Debtor through the Lien Debtor's failure to rebut the AFFIDAVIT OF OBLIGATION point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectable debt upon which assignments, collateralization, and other commercial transactions can be based, hence becomes a Security subject to observation, tracking, and regulation by the United States Securities and Exchange Commission (hereinafter U.S. S.E.C.).

The notation "A Security -- 15 USC" is a flag in Commerce telling the U.S. S.E.C. that a speculation account is being established to enforce a lien. The U.S. S.E.C. can then monitor the process. As long as the process is truthful, open, and above-board (Full disclosure), the U.S. S.E.C. has no jurisdiction over it, for even the U.S. S.E.C. has no jurisdiction over the truth of testimony, depositions, affidavits, and affidavits of obligation (Commercial Liens), and an unrebutted affidavit stands as the truth in Commerce.

Legal Authority: Universal moral/existential truths/principles, expressed in Judaic (Mosaic) Orthodox Hebrew/Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15, 16). This is the best known Commercial process in America. When an Affidavit is so flagged in Commerce, it becomes a Federal Document because it could become translated into a Security (for example by being attached in support of a Commercial Lien), and not accepting, undue stalling or silence (fraud) and/or failure in filing a response to said Commercial Affidavit becomes a Federal offense.

#### **PROOF OF SERVICE**

The *Law of Agent & Principal* applies to this & all attached & incorporated Instruments. I, KAREN A. HUDES©, All Rights & Remedies Reserved, by: Karen A. Hudes, Agent, do hereby declare that a true and correct copy of the foregoing instrument was served the interested parties, all listed Respondents/DEBTORS, courts, their agent(s), including even third party agents / attorneys, et al., and/or ENTITIES and PERSON(S) addressed below as follows:

Axel van Trotsenburg 3308 Maud St. NW Washington, DC20016 Jorge Dajani Gonzales 2610 Heth Ct. Dumfries, VA22026

Bernard Lauwers 5910 Onondaga Rd. Bethesda, MD 20816

Ken Ofori-Atta 3251 Orchard Glen Ct. Herndon , VA 20171

Anke D'Angelo c/o World Bank Group 1818 H Street, NW Washington, DC

John Gandolfo, Acting Treasurer 6010 Overlea Rd. Bethesda, MD 20816

Pascale Dubois, Institutional Integrity 3907 Mansion Dr. NW # B Washington, DC 20007

Yvonne Tsikata, Secretary 10477 Springvale Meadow Ln. Great Falls, VA 22066

Osvaldo Graacos, Ombudsman 1694 Hunting Crest Way. Vienna, VA 22182

I, Karen A. Hudes, Agent, hereby declare under penalty of perjury and under Authority, signed in blue ink below, on the **17<sup>th</sup> day of February, 2019**, that the foregoing attached instrument(s), all herein incorporated were mailed by me, I myself, under the common-law mailbox rule; the doctrine of [*Houston v. Lack*, 487 U.S. 266 (1988); and under *Restatement (Second) of Contracts*, section 63, affirmed in *Huizar v. Carey*, 273 F. 3d 1220 (9th Cir. 2001)], stating: ("In contract law, once an offer is made, acceptance is effective when put in the mail, and the offer cannot thereafter be revoked; rule applies even if the mail never arrives"), **Id.**.: Satisfying due process [See for reference *Mennonite Bd. Of Missions v. Adams*, 462 U.S. 781 (1983); *United States v. Clark*, 84 F. 3d 378 (10th Cir. 1996); *Maxwell v. Downes*. 68 F. 3d 1030 (6th Cir. 1995) ; *Williams v. United States* **D.E.A.**, 51 F. 3d (7th Cir. 1995); It is even irrelevant if the mail is returned "unclaimed" or "unknown". (for reference see *Serit v. Drug Enforcement Administration*, 987 F. 2d 10, 14 (1st Cir. 1993)]. This and any prior mailings is pursuant \*[**15 U.S.C.**], (\* see attached prior page entitled **APPENDIX A**). It is self-evident you are so Notified pursuant to Law and are under contract(s) in Commerce to perform or owe damages in lawful funds, Gold/Silver species coins or (USD). Executed the **17th** day of **February, 2019** under Authority [**28 USC 1746(1)**].

# **"VERIFIED DECLARATION OF DEFAULT, ASSENT AND DEMAND - THIRD LAWFUL NOTICE OF RIGHTS & OPPORTUNITY TO CURE".**

by: Karen-A. Hudes©, Agent UCC 1-308, 1-201(25)/(26) All Rights, Remedies & Defenses Reserved UCC 1-103, 1-203, 1-309, 3-402, 1-301, 3-305, 1-202