### [A security\*15U.S.C. - UCC 1-304]

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) 5203 Falmouth Road Bethesda, Maryland near [20816] Non-domestic Lien Claimant(s)

**KAMALA HARRIS** GEORGE M. DEGNON WILLIAM J. WALKER ALL KNOWN INSURERS, ALL UNKNOWN INSURERS, ALL UNKNOWN ENTITIES, All Agents & Principals, Both PUBLIC & Private, JOHN & JANE DOES 1-100, et al., Jointly & Severally, All Property(s) at: C/o 1818 H Street, N.W. 700-19th Street, N.W. 1900 Pennsylvania Ave NW, WASHINGTON, D.C. Lien Debtors,

above space for recording

# VERIFIED DECLARATION OF DEFAULT, ASSENT AND DEMAND -THIRD LAWFUL NOTICE OF RIGHTS & OPPORTUNITY TO CURE), Eighth Day of February, 2021 Anno Domini.

Re: Commercial Lien: Verified Certified Default # 7019 1120 0001 8767 4084. You have now assented under the doctrines of laches, resjudicata, 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 (9th Cir. 2001)], on 2-8-21, sent to agents and to Principal under law of Principal & Agent, for you by contract to activate KAREN HUDES Security badge and comply with the decision of 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, which plus prior 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., [Lien Claimant(s)], 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, 10-10-20 and 11-29-20. Two (2) Prior Lawful Due Process Notices all incorporated herein by reference and again now by final Affidavit of Default herein dated August 12, 2021 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. Respondent did not invoke the Fifth and Sixth Amendment's of the Constitution for the United States of America. However each respondent is under Public Law, 93-579; FOIA (5 USC 552a) and UCC 1-103(6), as 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 Principal(s) 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(s) 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.

Said Respondent(s)/individuals, Agents and Principals FAILED to provide any response as is required by LAW as written in said instrument/Affidavit. You did not respond or respond lawfully and have acquiesced and assented to the debt of no less than 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. By failure to do so, NOW and FOREVER each Respondent 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 each Respondent to Civil (contractual) liabilities or even Criminal punishment.

EACH RESPONDENT IS HEREBY NOTICED AND DEMANDED: To desist and refrain from taking any further action in the above referenced matter without liability (cf. liability for personal damages, Pulliam v. Allen, 104 set. 1970, 1979) except to restore the Secured Party to his/her/their former status, and that I/We have secured rights, privileges, privacy and immunities and each 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 & JO, (potential optional fines accruing by month, et al.)]. Should I or my associates or Agent(s) die of unnaturally 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 probable cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968, <u>[Sniadach v. Family Finance Corp.</u>, 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, including but not limited to the, and other personal/corporate property, including, but not limited to cars, trucks, trailers, heavy equipment, Bank Accounts, Businesses, commercial quotas, business proceeds, vessels, bank accounts 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 banks accounts, 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, *Ai* 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 doctdne of [Houston v. Lack, 487 U.S. 266 (1988); Huizar v. Carey, 273 F. 3d 1220 (9t<sup>11</sup> Cir. 2001)]

(Incontract 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 mailed acceptance never arrives. <u>[Restatement (Second) of Contracts</u> Section 63, affirmed, Id., 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 inthe 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. 791 (1983); United States v. Clark, 84 F. 3d 3-78 (10th Cir. (1996); Maxwell v. Downs, 68 F 3d 1030 (8th Cir. 1995); <u>Williams v. United States D.E.A.</u>, 51 F.3d 732 (7th Cir. 1995)]; It is even irrelevant if the mail is retui".lled "unclaimed" or "unknown", [for !reference see <u>Sarit v.</u> Drug Enforcement Administration. 987 F. 2d 10, 14 {1st Cir. 1993)]. This and any prior mailings is pursuant \*[15 U.S.C. A security), (\*see attached page entitled Appendix A).

Tliis is NOT a Lis Pendens Lien.

#### 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 involUn.tary bankruptcy.

<u>N</u>OTE: Maxim(s) of Law; I. 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 Jaw :from fictions; 7. All are equal under the law; 8.The more common the evil 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 8<sup>th</sup> day of February under Authority [28 U.S.C. 1746(1)] and incorporated to all related instruments and to my Sovergn Immunity:

Signed: KARENHUDES©, A COPYWRITEDLEGALFICTION [3-402(b)]

Affiant:/by: \_{{2.: by:Karen-A: Hudes, Creditor, Agent" -& Secured Creditor, Acting General Counsel, IBRD Legal Counsel Global Debt

Debt Facility, TVM-LSM-666, 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(1)

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

SPECIAL INCORPORATED NOTICE:

YOU HAVE TEN (10) DAYS JN WHICH TO SATISFY BY ACTIVATING KAREN HUDES SECURITY BADGE OR CURE THIS DEFAULT, A CONTRACTUAL INSTRUMENT AS EVIDENCE OF DEFAULT, FROM THE DATE ABOVE (10) DAYS TO PAY THE JN LAWFUL FUNDS (USD) REQUIRED FOR CURE TO AFFIANT TO SATSIFY, 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 ACTIVATE KAREN HUDES' SECURITY BADGE AND COMPLY WITH DECISIONS OF 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 ARE OWED BY YOU IN THAT AMOUNT NOW DUE AND OWING IN ENTIRETY, Jointly & 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 INTRUMENT 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, INCLUDING PERSONAL PROPERTY IN 'THINGS IN ACTION'' AND IN 'THINGS IN POSSESSION'', THESE BEING THE CREDITOR'S CHOICE.. PRODUCTS YOUNOUR 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 RESPONDANT(S) ARE THE DEBTOR., HENCE THIS

INSTRUMENT IS ASSIGNABLE AND IS A SECURITY [\*15 U.S.C.] - A NEGOTIABLE INSTRUMENT PURSUANT UCC 1-304, HENCE TAKE HEED AND ACTIVATE KAREN HUDES' SECURITY BADGE and: "comply with the decision of 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". THE AMOUNT DUE HEREIN IS SELF-EVIDENT AND THIS FINANCIAL INSTRUMENT, UCC 1-104, UCC 3-301 AND MAY BE USED AT OUR OPTION TO SET-OFF OR DISCHARGE 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 ENIRETY, 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, RECORD, SEIZE OR ACCELERATE, UCC 1-309. 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 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.

\* (see attached page regarding \*[15U.S.C.]-APPENDIX A, making this instrument & others incorporated to it A security with a USSEC 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>31USC 9303</u> et seq.; also see UCC § 1-310, Subordinated Obligations.)

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 Contact 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 indorsements, 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. Ifyou fail to correct the default within three () 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 & OPPRTUNITY 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 toAssign/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 the be considered a financial instrument under the common law and the Law Merchant and that any and all such instruments done by Bruce-Allen: Lewis©, Agent and/or Karen-A.: Hudes, Agent are as previously NOTICED in UCC filings to be axiomatically assignable any other ENTITY(S) or PERSONS in guarantee of any assumed debt, in cross guarantee and guarantee Bonds, Cross guarantee Bonds, other obligations or debt instruments same as/equivalent to cash (see for reference <u>31USC 9303</u> et seq.; 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. Inno 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 of 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 USDC1 USDOJ1 USMS, USSEC, [Insurance companies or insurers, who by law cannot by involuntarily bankrupted in the USBC] and the IRS whom are EXPRESSLY DECLARED our Partners in Commercefor all debts orfunds owed to/by the Creditors & whom may automatically be assigned as allowed to collectfrom the debtors using our permission and the instruments a/kla: 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, fands, whistle blower payments, Qui Tam Credit's and collected, infonds 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, USSEC 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 Debtors 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 securifY interest.

Since I, the living, breathing sentient being upon the earth, have been injured by the acts and actions of the above-named Lien Debtors, upon this certified default, Lien's Debtors agree they are jointly and severally liable, responsible to pay damages to Creditors/Lien Claimants, as itemized in the attached invoice. Respondent(s) have 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 funds, plus daily fines, Lien Debtors, except insurers, hereby agree they are involuntarily bankruptcy in their personal and Private capacities, further agree to allow proceedings on each party in their private and puble 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 date, as dated above, under the "Common Law Mail Box Rule", plus "PROOF OF SERVICE" CONTRACT ATTACHED.

Admiralty Jurisdiction an Option: The Admiralty Extension Act, Title 46 U.S.A. <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, across other countries in order to get to the sea. All states have an admiralty jurisdiction in all of their courts <u>IN F</u>ACT. If not cured this instrument shall result in the result in a foreign judgment.

### RESTRICTIONS

1. The Third Party Libellee/Respondent(s)/Lien Debtor(s) are estopped by the "<u>DOCTRINES\_OFESTOPPEL</u>" by <u>"</u>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 up 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 their Contract. This AGREEMENT / CONTRACT is protected pursuant to <u>US Constitution</u>, Article I Section 10, and the D.C. Codes in regarding <u>"THE IMPAIRMENT\_OF C</u>ONTRACTS".

2. The Third Party Libellees/Respondent(s)/Lien Debtor(s), [All VESSELS] having received this Notice and pending 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. <u>RULE 9(h)]</u>, leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a **Certificate 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 Mete. Mass., 171, per Shaw, CJ. 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 licit 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 inthis action by entering any "response" at all, compels that a nihil dicit judgment issue instanter. "Judgment taken against party who does not answer is*judgement 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 5th Ed.] Nihil Dicit. Further see [Frymire Eng g Co. v. Grantham, 524 S.W.2d 680, 680 (Tex. 1975)]; Black s Law Dictionary 1067 (7th ed. 1999). A defendant who appears, but does not put the merits of the plaintiff s case at issue, is subject to judgment nihil Licit. [Stoner v. Thompson, 578 S.W.2d 679, 682 (Tex. 1979)] (distinguishing among a default judgment, a post-answer default judgment, and ajudgment nihil Licit). A judgment nihil Licit is similar to a no-answer default judgment. Id. However, ajudgment nihil Licit 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 ref d)]. A no-answer default judgment and ajudgment nihil <licit 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 CivilRule 12, incorporated into Constitutions of the several states and Constitutionfor the united States United States of America].

Power of Attorney and/or [UCC 3-402]: If and when KAMALA HARRIS, fails to Lawfully respond by not rebutting to 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 KAMALA HARRIS BARTON, agrees with the granting unto Karen Hudes/Agents unlimited Power of Attorney and full authorization in signing or endorsing KAMALA HARRIS, 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 ALLIED BARTON, et al., waives all claims of Name, and/or defenses and remains in effect until satisfaction of all obligation(s) of KAMALA HARRIS has been satisfied. All Rights, Remedies, and Defenses are hereby Explicitly Reserved<sup>\*\*</sup>. 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 any 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 execute Lien Debtor's signature(s) in representative capacity on a certain Self-executing Power of Attornev 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 24et 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 so 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. Twee!, 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 NW 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 S.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 be *Laches* and *Estoppel*, termed "*Laches by Estoppef*". 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>1</sup><sub>h</sub> 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 specific to the subject matter. Your failure to respond, within five (5) days, as stipulated, and rebut, with particularity, everything in this letter with which you disagree is your lawful, legal and binding agreement with and admission to the fact that everything in this letter 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: *US. v. Twee!*, 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 and support the Constitution of the United States of America and the Constitution of your state 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 Constitutions, 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 SHAREHOLDER(S)/BOARD MEMBERS(S), and in so doing, you perjured your oath by violating my Constitutionally guaranteed Rights and all aspects of due process of law, in particular those rights secured in the Bill of Rights, including, but not limited to, my 4th, 5th, 7th and 9th Amendment Rights and those rights guaranteed and protected in the state organic Constitution Declaration of Rights.

No time have I waived any of my rights including those relevant to the National Constitution specific to the Bill of Rights Article IV "the right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures shall not be violated ....", Article V "No person shall be deprived of life, liberty, or property without due process of law.." and per Article VII "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, wile 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.

### COMMERCIAL AFFIDAVIT

#### AFFIDAVIT OF NOTICE, DECLARATION, AND DEMAND

#### FAIR NOTICE AND WARNING OF COMMERCIAL GRACE

### THIS IS A U.S. S.E.C. TRACER FLAG, NOT A POINT OF LAW

### A SECURITY (15 USC)

# COMMERCIAL AFFIDAVII 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 Debtors 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. r

# **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 . 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 *I* attorneys, et al., and/or ENTITIES and PERSON(S) addressed below as follows:

KAMALA HARRIS Number One Observatory Circle Washington DC 20008-3619

Lien Debtors,

I, Karen A. Hudes, Agent, hereby declare under penalty of perjury and under Authority, signed in blue ink below, on the date of the execution of this instrument, 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. Carev, 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, specifically Gold. Executed the 2nd day of August, 2021 under Authority [28 USC 1746(1)].

"VERIFIED DECLARATION OF DEFAULT AND ASSENT, DEMAND -THIRD LAWFUL NOTICE OF RIGHTS & OPPRTUNITY TO CURE" Affiant/By:

KAREN A. HUDES, Creditor & Secured Creditor

Acting General Counsel, International Bank for Reconstruction and Development Without Recourse, Global Debt Facility, TVM-LSM-666 Executor, KAREN A. HUDES©