

FILED  
ENTERED  
JUN 24 2010

UNITED STATES DISTRICT COURT  
OF SOUTHERN NEVADA

2010 JUN 24 P 2:26

**PLAINTIFFS' REQUEST  
FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

**Administrative Commercial Claim  
No. RB 572 226 135 US**

ROBERT CHRISTOPHER REILLY III )  
and SUZANNE DOROTHY REILLY )  
 )  
Attorney or Party Without an Attorney )  
 )  
Robert-Christopher: Reilly III )  
Private Bond # RB572226149US )  
Suzanne-Dorothy: Reilly )  
Private Bond # RB572143285US )  
 )  
Robert-Christopher: Reilly III, sui juris )  
and Suzanne-Dorothy: Reilly, sui juris )  
c/o 7617 Kiowa Pointe Street )  
Las Vegas, Nevada )  
 )  
(702) 987-1407 )  
BobReilly54@gmail.com )  
 )  
Plaintiff(s), Petitioner(s), Libellant(s), Suitor(s), Real )  
Party(s) In Interest, Third Party Intervenor(s), )  
Secured Party Creditor(s): UCC 3-402(b) (1) )  
Without Prejudice UCC 1-308 )  
 )  
Plaintiffs, sui juris )  
 )  
Vs )  
 )  
BAC HOME LOANS SERVICING, )  
INC et. al. ATIMA: Brian Moynihan, [CEO/ )  
Managing Partner/General Partner], BAC HOME )  
LOANS SERVICING, LP; Brian Moynihan, CEO )  
Bank of America; John Doe [CEO], Sand Canyon Corp )  
fka H & R Block Mortgage Inc; R.K. Arnold, CEO )  
MERS; Rande Johnsen, CEO, MTC FINANCIAL INC )  
dba TRUSTEE CORPS; Kevin Hahn Esq., Malcolm )  
and Cisneros )

CASE NO: 2:10-cv-1005-JCM RJJ

**PLAINTIFFS' REQUEST  
FOR ENTRY OF DEFAULT  
AND DEFAULT JUDGMENT**



Libellees/Debtors: )  
 As Corporations, Partnerships and Named )  
 Individuals in their non-corporate Private )  
 Capacities )  
 \_\_\_\_\_ )  
 Robert-Christopher: Reilly III, sui juris )  
 and Suzanne-Dorothy: Reilly, sui juris )  
 c/o 7617 Kiowa Pointe Street )  
 Las Vegas, Nevada )  
 (702) 987-1407 )

**PLAINTIFFS REQUEST**  
**FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT**

Plaintiffs ask the clerk of the court to enter default and default judgment against defendants, as authorized by **Federal Rule of Civil Procedure 55**.

**A. Introduction**

1. Robert C. Reilly III and Suzanne D. Reilly are the Plaintiffs. BAC Home loans Servicing, LP et al ATIMA are the Defendants.
2. On **April 30, 2009**, defendants served plaintiffs with “NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST” with incorrect APN, filed/requested by First American Title on behalf of Trustee Corps.
3. On **June 02, 2009**, plaintiffs initiated NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY AGREEMENT / CONTRACT (ACC) File # **RB 572 226 135 US** received by defendants on **June 04, 2009**. [Exhibit A]
4. **Plaintiffs perfected** NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY AGREEMENT/CONTRACT (ACC) File # **RB 572 226 135 US** **NOTARIAL PROTEST AND ADMINISTRATIVE JUDGMENT WITH ESTOPPEL** on **July 28, 2009**. [Exhibit B]; **APOSTILLE** [Exhibit C]; **NOTARIAL CERTIFICATE OF CORRECTION** [Exhibit D]

**B. BRIEF IN SUPPORT**

5. **Plaintiff makes this statement:** “On **July 09, 2009**, plaintiff sent a “**QUALIFIED WRITTEN REQUEST**” which if answered could have prevented any further action. In Accordance With 15 USC sec. 1641(f)(2) (which is part of the Truth in Lending Act(TILA)) requesting the chain of title information to

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In addition, Suzanne-Dorothy: Reilly, sui juris  
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the information to the Note and Deed of Trust which, by Federal law, the lender or servicer must supply to the alleged borrower). The **Defendant did NOT RESPOND** which was Defendant's confession they knew they were committing fraud against us because they knew they were not the CREDITOR. **If Defendant had responded then Defendant would have done so because they were the CREDITOR and able to provide the proof as such.** Since **Defendant did not respond as required by law for a CREDITOR to do**, then Defendant has confessed Defendant knows it is not the CREDITOR. **That is how we discovered Defendant committed fraud against us.** [Exhibit F]

6. If Defendant attempts to fight this matter in court then Defendant knowingly, intelligently, and willfully must come to court **WITHOUT "clean hands"**.

7. The process as subscribed **and sworn by Doreen M. Walker, Notary Witness** in the NOTARIAL PROTEST AND ADMINISTRATIVE JUDGMENT IN ESTOPPEL to which the statement claims and answers to injuries by *tacit procuration* have all been admitted to and this ADMINISTRATIVE JUDGMENT BY ESTOPPEL is *stare decisis, res judicata* and *collateral estoppel* on **July 28, 2009**. [Exhibit A]

8. On **August 14, 2009**, plaintiffs filed suit in the Eighth District Court of Clark County, Nevada in an effort to comply with requests for information without exercising our NOTARIAL Judgment. As NEVADA is a non-judicial state, we had to file the complaint to save our home.

9. In an attempt to prove "**Holder In Due Course**": On **October 07, 2009**, defendants *filed* with the Eighth District Court of Clark County, Nevada an **Assignment Deed of Trust from MERS** with *incorrect APN, Dated April 23, 2009. Notarized May 11, 2009* committing *Fraud* upon the court. Defendant ***never filed*** with the ***County Recorder***, which would have provided greater Public access. [Exhibit H]

**10. Presentment of false instrument for filing; Classification**

A person, who acknowledges, certifies, notarizes, procures or offers to be filed, registered, or recorded in a public office an instrument he knows to be false or forged, which, if genuine, could be filed, registered, or recorded under any law of this state or the United States, or in compliance with established procedure is guilty of Class 6 Felony. **Defendant's use of a Notary Public who has a "beneficial interest" in the process for the non-judicial proceeding is invalid.**

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And Suzanne-Dorothy: Reilly, sui juris  
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11. The Notary Public used by Defendant and/or Defendant's attorneys has a financial and/or business interest with the Defendant and/or Defendant's attorneys and therefore said Notary Public's actions are in violation of the, *inter alia*, Notary's Code of Ethics and the, *inter alia*, Nevada Revised Statutes **CHAPTER 240**, and accordingly the Notary's verification is fraudulent and thus void.
12. Plaintiff disputes ALL signatures by ALL other parties and demands verification by prima facie evidence, affidavit, and non-hearsay testimony to validate ALL signatures.
13. Defendant's failure to produce for inspection said accounting documents is Defendant's agreement that the mortgage in question is paid in full. There is no law dictating who is required to pay for a mortgage for it to be considered paid in full.
14. In fact, Plaintiff believes the mortgage was and is paid in full and Defendant is attempting to fraudulently convert real property through a conspiracy involving numerous parties unknown to Plaintiff.
15. **Therefore, the forensic accounting of the original 'loan' should be submitted for inspection, to reveal the true source of the funding of the 'loan'**
16. It is a functional impossibility for Plaintiff to "**understand**" the mortgage documents Defendants used in their unlawful attempt to convert Plaintiff's Real Property to Defendants' possession. Plaintiff's inability to "understand" the "*legalese*" used by the attorneys who wrote the mortgage documents prohibits Defendants from using said documents as evidence against Plaintiff.
17. In fact, Defendants' *malum in se* act of using "*legalese*" in a document to unlawfully convert real property is defined in law as "theft through unlawful conversion". Defendants cannot now use said documents to convert said property without said documents being used as prima facie evidence of Defendants' felonious act.

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18. **This court cannot use evidence of a felonious act to assist a criminal in furtherance of a felonious act.** Absent prima facie evidence that Defendant is the Real Party in Interest in the non-judicial proceeding, Defendant cannot be considered the Real Party in Interest in the non-judicial proceeding.
19. The ONLY acceptable evidence that Defendant is the **CREDITOR** in this foreclosure matter is the **GENUINE ORIGINAL PROMISSORY NOTE** and the **forensic accounting showing the Defendant loaning the Plaintiff the Defendants' assets.** There is no evidence Defendant put assets at risk in this matter. Defendant did NOT present the GENUINE ORIGINAL PROMISSORY NOTE or the Forensic Accounting records to the officers acting in the non-judicial procedure and therefore the non-judicial procedure "claims to jurisdiction" are and were fraudulent claims and thus void *ab initio*.
20. **Defendants have not been able to produce the Original NOTE and / or DEED OF TRUST and / or CPA Certified GAAP documents forensic accounting showing the Defendant loaning the Plaintiff the Defendants' own assets and / or willing to certify under oath with the penalty of perjury first hand knowledge of chain of title information to the note and Deed of Trust. Very different from some photocopies of self generated non-certified documents.**
21. The Eighth District Court of Clark County, Nevada held all meetings with defendants in chambers never allowing plaintiffs to attend **violating plaintiffs' "DUE PROCESS"**. We would not have filed this ADMINISTRATIVE DEFAULT if the Court handled the case differently.
22. The Eighth District Court of Clark County, Nevada **Case No. A-09-597256-C** remains open [but all our motions have been dismissed in Judges Chambers with only Defendants present] while defendants plan to auction defendants home on **June 28, 2010**. We have been denied our "DUE PROCESS" and do not believe any change is possible in the County Court System. The County Court appears to be too close to home when dealing with local attorneys. We received the latest TRUSTEE SALE NOTICE via USPS Certified Mail on **June 11, 2010**. We were out of town until June 14, 2010. It has been Accepted and Returned for Value.

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**C. Arguments & Authorities**

23. The **bottom line** the Plaintiffs are entitled to **Judgment by Default as a Matter of Law**.

24. The Defendants have performed under the color of the law, to include but not limited to, ignoring every request we have made. The Defendants have not been able to prove Consideration for the loan, Holder In Due Course status, provide anything requested in the "Qualified Written Request", filed a Fraudulent Assignment with the Court, refused to supply the GAAP, the forensic accounting as required by the FEDERAL RESERVE BANK. By Defendants actions or lack thereof they believe themselves to be above the law. We understand why, as most Courts do whatever the Banks and Attorneys ask for. This **Administrative Commercial Claim** complies with all the conditions in **FRCP 12(a) (1) (A)**.

25. The clerk of the court may enter default and default judgment against a party per **F.R.C.P. Rule 8(b) (6) FRCP 55(a) ;( b) (1); FRCP 55(b) (1), (e); RULE E (RE-E) - E.3. (83-E.3.) REVIEW BY JUDICIAL OFFICER ACTIONS IN REM AND QUASI IN REM-GENERAL PROVISIONS; (a) Authorization to Issue Process; Exigent Circumstances; 50 U.S.C. app. ss520 (a); 28 USC section 1333, part 4; 42 U.S.C. § 1994, and 18 U.S.C. §1581.**

26. **This request meets all the required conditions.** Plaintiff meets the procedural requirements for obtaining both an entry of default and default judgment from the clerk as demonstrated by Robert Christopher Reilly III and Suzanne Dorothy Reilly's **sworn affidavits for damages**, as attached. [Exhibit W]

27. At present, our main concern is to **keep our home off the auction block**. Additionally, we never expected to be granted the \$ 12,004,000.00 claim we have against them. If awarded we non-attorneys believe if the Claim can be appealed it will be. Although, as recently **April 08, 2010** Rhett Webster Pease was awarded **\$ 8,020,000.00** in a similar FRCP Rule 55 ruling, **CAUSE NO. 10:5011C** by the UNITED STATES DISTRICT BANKRUPTCY COURT, WESTERN DISTRICT OF TEXAS, SAN ANTONIO DIVISION, HONORABLE JUDGE LIEF M. CLARK against **FIRST NATIONAL BANK OF GIDDINGS & WRIGHT & GREENHILL, PC.** Some judges are sending a message but it is so rare that it has not changed the manner in which these banks operate. Even Senator Harry Reid was speaking out against the practices of Bank of America and the effects on our local economy. In a few states they lose but in most they win.

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28. An FRCP 55 (b) (1) Clerk's Entry of Judgment would pin their ears back and force them to listen. We are not looking for something for nothing but the more research we did, and we mean FEDERAL RESERVE PUBLICATIONS, the more we have discovered how the banks lien your home without ever lending one red cent of their own or their depositor's money Then sell the note several times for real money not checkbook money, foreclose, sell the property and secure a deficiency judgment against the homeowner.

27. Plaintiffs' desire implementing the provisions of **Exigent Circumstances**. The stress of not knowing what the bank going to do next is too much to bear. Should they **not** auction our home on Monday, June 28, 2010 the review by a judicial officer should pose no problem.

28. The discharging of the credit is based upon social, economic, and moral standards to make the bank whole, if injury is claimed, **in any court action where default on the Promissory Note is on record and where the bank fails to verify an injury, the bank cannot enforce a promise to pay consideration where they provided no consideration**. For the bank to be able to force upon the defendant an amount over and above the credit, is to force upon the defendants a debt that goes to the control of their labor against their will. This condition would be Peonage, which has been abolished in this country. (42 U.S.C. § 1994, and 18 U.S.C. §1581.)

33. As damages and relief sought can calculated and be made certain by computation, **Robert- Christopher: Reilly III and Suzanne-Dorothy: Reilly** and all similarly situated are entitled to **Judgment by Default as a Matter of Law**.

40. For these reasons, plaintiff asks the clerk to enter default and default judgment in favor of plaintiffs for a sum certain of \$ 12, 004,000.00, plus costs of court.

**41. ONE FINAL NOTE: USC 18-474**

USC 18-474 was *put in place to go after* the AIG and the CHASE Manhattans, Bank of America because they are hypothecating and reproducing promissory notes and mortgages. China supposedly came over here and audited all the bonds because they were due; they wanted to be paid. President Obama had to give the executive order for INTERPOL to intervene if the corporations that have done all the duplication of these promissory notes and mortgages did not pay the Chinese.



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**JURAT**

On this 24 day of June, two thousand-ten, I Robert-Christopher: Reilly III and I Suzanne-Dorothy: Reilly, Secured Party Creditors with first hand knowledge do solemnly swear that this PLAINTIFFS REQUEST FOR ENTRY OF DEFAULT AND DEFAULT JUDGMENT is true accurate and correct to the best of our knowledge so help us God.

**SUZANNE DOROTHY REILLY**

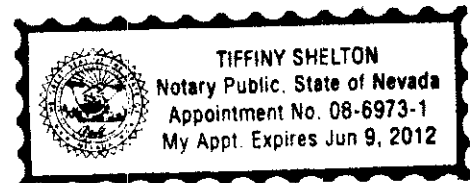
**By: Suzanne-Dorothy: Reilly, agent,**  
All rights reserved, Libellant, UCC 3-402(b) (1)  
Without recourse UCC 1-308

**ROBERT CHRISTOPHER REILLY III**

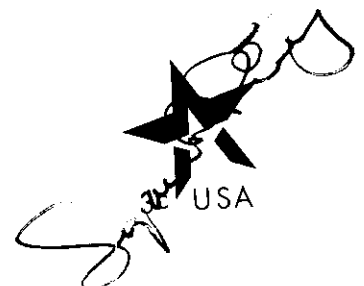
**By: Robert-Christopher: Reilly III, agent,**  
All rights reserved, Libellant, UCC 3-02 (b) (1)  
Without recourse UCC 1-308

Before me, the undersigned, a Notary Public in and for said County and State; on this 24<sup>th</sup> day of the June month in the year of our Lord, YHVH, Two thousand and Ten AD, personally appeared before me Subscribed and Sworn **Suzanne-Dorothy: Reilly and Robert-Christopher: Reilly III** either known to me and / or proved to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act.

Signature:



SEAL





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And Suzanne-Dorothy: Reilly, sui juris  
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**EXHIBITS INCLUDED:**

**ADMINISTRATIVE COMMERCIAL CLAIM**

- A- NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY AGREEMENT/CONTRACT (ACC) **File # RB 572 226 135 US.**
- B- NOTARIAL PROTEST AND ADMINISTRATIVE JUDGMENT WITH ESTOPPEL perfected July 28, 2009
- C- APOSTILLE NUMBER 7133773 issued August 11, 2009
- D- NOTARIAL AFFIDAVIT OF CORRECTION re: [APN] 03-08-2010  
**[Exhibits A, B, C, & D are combined]**
- E- Sum Certain True Bill Calculation Spreadsheets
- F- QUALIFIED WRITTEN REQUEST
- G- NOTARIAL AFFIDAVIT OF SERVICE (AOS) To LIBELLEES 04-06-2010
- H- ASSIGNMENT OF DEED OF TRUST from MERS to BAC Home Loans filed with the Court by Defendants with incorrect APN, dated April 23, 2009, Notarized May 11, 2009

**THE ENTIRE CLAIM PROCESS IS AVAILABLE FOR REVIEW-PLEASE ADVISE IF YOU SO DESIRE [Every Notice / Request etc. sent by NOTARY PUBLIC to establish this claim]**

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**ALSO INCLUDED WITH THIS REQUEST FOR CLERKS DEFAULT FRCP 55 (b) (1)**

- I- PLAINTIFF'S SWORN AFFIDAVIT IN SUPPORT OF DAMAGES
- J- PLAINTIFF'S SWORN AFFIDAVIT OF NON-RESPONSE
- K- PRAECIPE TO COURT CLERK
- L- DEPOSITION by: Suzanne Dorothy Reilly
- M- DEPOSITION by: Robert Christopher Reilly III

N- Affidavit of Soldier's and Sailor's Act

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O- CERTIFICATE OF [MAILING] HAND DELIVERY to the Clerk of the Court

P- CLERK'S ENTRY OF DEFAULT F.R. Civ. P.R. 55(b) (1)

Q- Order on Entry of Default and Default Judgment

R- Claim of DISTRESS INFINITE

S- CRIMINAL COMPLAINT

T- Offer of Settlement Letter to Bank of America, LP; John W. Ellis; dated June 17, 2010

U- NOTICE of ACCEPTANCE to CONTRACT NOTICE of FIDUCIARY DEBTOR

V- NOTICE of SUBSTITUTION of TRUSTEES

W- Mortgage and Credit Case Law

**ANYTHING ELSE YOU WOULD LIKE TO SEE WE WOULD  
PROVIDE UPON REQUEST**

**WE TRIED TO TRIM THIS SUBMISSION DOWN TO A MANAGEABLE SIZE YET PROVIDE  
WHAT WE THOUGHT YOU WOULD REQUIRE**

NOTICE OF INTERNATIONAL  
:Robert-Christopher: Reilly III and  
File #RB 572 226 135 US

MERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
re-Dorothy: Reilly CREDITOR(S), SECURED PA

ADMINISTRATIVE REMEDY  
REAL PARTY IN INTEREST

REGISTERED MAIL # RA 281 026 434 US



**PRIVATE**

**THIS IS NOT A PUBLIC COMMUNICATION**

**Notice to Agent is Notice to Principal**

**Notice to Principal is Notice to Agent**

**Applicable to all successors and assigns**

**Silence is Acquiescence/Agreement/Dishonor**

**This is a self-executing contract**

**PERFORMANCE IS ACCEPTANCE**

:Robert-Christopher: Reilly III and Suzanne-Dorothy: Reilly , CREDITOR(s), SECURED PARTY(s), REAL  
PARTY IN INTEREST

Clark County

Nevada

United States of America 1787 AD

Petition for Agreement and Harmony Within the Admiralty ab initio, in the Nature of a

**NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
ADMINISTRATIVE REMEDY**

28 U.S.C. §1333, §1337, §2461 and §2463

**File #RB 572-226 135 US; Account # 117530448; Trustee Sale # NV0942993-1**

**Title Order # 4115390; ATO Control # 05253B5NO27T**

**Instrument # 20090430-0004901; Document # 20060131-0002575**

**Investor # 336603320; APN # 176-13-110-119**

Date: May 22, 2009

**LIBELANT:**

:Robert-Christopher: Reilly III and Suzanne-Dorothy: Reilly, CREDITOR(s), SECURED PARTY(s),  
REAL PARTY IN INTEREST

**Re: property located at: APN# 176-13-110-119, Original APN # 125-16-211-005, Lot# 149, Block# 2,  
of Appaloosa Canyon Unit 1A, Map Book 90, Map Page 29 aka 7617 Kiowa Pointe Street, Las  
Vegas, CLARK COUNTY, [89131] NEVADA**

**Private Bond No. RB 572 226 149 US**

c/o DOREEN M. WALKER, Notary Witness  
7250 Auburn Blvd. # 133  
Citrus Heights, CA 95610

**LIBELEEE(S):**

**BAC HOME LOANS SERVICING LP FKP and CEO and COUNTRYWIDE HOME LOANS  
SERVICING LP and CEO and FIRST AMERICAN TITLE INSURANCE COMPANY and CEO  
and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC and CEO and MTC  
FINANCIAL INC and CEO dba TRUSTEE CORPS and H&R BLOCK MORTGAGE CORP and  
CEO ETAL ATIMA (hereinafter BAC HOME LOANS SERVICING LP ETAL ATIMA)**

c/o MTC FINANCIAL INC. dba TRUSTEES CORPS  
ATTN: FORECLOSURE DEPARTMENT  
30 CORPORATE PARK, SUITE 400  
IRVINE, [92606] CALIFORNIA

Laura B. Fitzpatrick, dba, LAURA B. FITZPATRICK, COUNTY TREASURER, CLARK COUNTY  
500 S. Casino Central Parkway  
Las Vegas, Nevada 89155

Debbie Conway, dba DEBBIE CONWAY, RECORDER, CLARK COUNTY  
Clark County Government  
500 S. Grand Central Parkway  
Las Vegas, Nevada 89155

Shirley B. Parraguirre dba SHIRLEY B. PARRAGUIRRE, CLERK, CLARK COUNTY  
Clark County Government  
Regional Justice Center  
200 Lewis Avenue, 5<sup>th</sup> Floor  
P.O. Box 551601  
Las Vegas, Nevada 89155-1601

Douglas C. Gillespie, dba DOUGLAS C. GILLESPIE, SHERIFF, CLARK COUNTY  
Sheriff's Office  
Clark County Government  
400 E. Stewart Avenue  
Las Vegas, Nevada 89101-2984

P. Michael Murphy, dba P. MICHAEL MURPHY, CORONER, CLARK COUNTY  
1704 Pinto Lane  
Las Vegas, Nevada 89106

The term "Libellee(s)" hereinafter includes/applies to, all above named Libellees and/or entities, jointly and severally, unless otherwise specified.

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

LIBELEES BAC HOME LOANS SERVICING LP CEO RESPONSIBLE FOR TRANSMITTING THIS TO ALL OTHER LIBELEES

**THIS IS AN ATTEMPT TO SETTLE THE MATTER CONTAINED HEREIN, RE: PROPERTY LOCATED AT: LOT 149, BLOCK 2, of Appaloosa Canyon Unit 1A, Map Book 90, Map Page 29, CLARK COUNTY, NEVADA, a/k/a (7617 Kiowa Pointe Street, Las Vegas, Nevada 89131) BY ADMINISTRATIVE DUE PROCESS IN THE NATURE OF TITLE 5 UNITED STATES CODE SECTIONS 551-559 AND TO ESTABLISH CERTAIN FACTS RELATIVE FOR AND ON THE RECORD. THIS IS NOT A REFUSAL TO PAY. THE "ACCOUNT" IS DISPUTED AND NOTICE OF FAULT ON THE**

**NOT A REFUSAL TO PAY. THE "ACCOUNT" IS DISPUTED AND NOTICE OF FAULT ON THE PROMISSORY NOTE AND MORTGAGE IS HEREBY MADE ALONG WITH A DEMAND FOR ASSURANCE.**

**RECORD**

I, :Robert-Christopher: Reilly III and Suzanne-Dorothy: Reilly, depose and say the following: : Robert-Christopher: Reilly III and Suzanne-Dorothy: Reilly (hereafter Libelant(s)/Affiant(s)) has personal first hand knowledge of certain facts relevant to matters of Libelant and the matters between Libelant and **BAC HOME LOANS SERVICING LP ETAL ATIMA** (the moving party))and Laura B. Fitzpatrick, dba, **LAURA B. FITZPATRICK**, TREASURER, CLARK COUNTY (hereinafter **TREASURER**); and Debbie Conway dba **DEBBIE CONWAY**, RECORDER, CLARK COUNTY (hereinafter **RECORDER**); Shirley B. Parraguirre dba **SHIRLEY B. PARRAGUIRRE**, CLERK, CLARK COUNTY (hereinafter **CLERK**) and Douglas C. Gillespie, dba **DOUGLAS C. GILLESPIE**, SHERIFF, CLARK COUNTY (hereinafter **SHERIFF**); and P. Michael Murphy, dba **P. MICHAEL MURPHY**, COUNTY CORONER, CLARK COUNTY (hereinafter **CORONER**). states that there is no record or evidence, and believes that none exists, that the following 26 statements of fact contained in this record are not true, correct and complete. The following points, are the record, deemed

admitted by all relevant parties, past, present and future, whether known or unknown and will stand as the official record between the parties. This is the record unless rebutted by a sworn affidavit of someone, a living man, or woman, with personal first hand knowledge, duly served upon all the other parties, given under penalties of perjury unlimited liability, rebutting each issue, point because point. Failure to rebut, each and every point, is deemed an admission of all the points contained herein. **ANSWERS BY ANY OTHER MEANS WILL BE DEEMED A NON-RESPONSE AND WILL BE TREATED AS A NON-RESPONSE.** Libelant believes no evidence exists contrary to this record and hereby states the following:

1. Affiant has no record or evidence that a valid contract exists, or ever did exist, that requires Libellant to render recompense or performance in any measure, or amount, to any of the named Libellee(s).
2. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA is the Holder in Due Course of any commercial instrument wherein Affiant is liable.
3. Affiant has no record or evidence that Libellee(s) have provided, an amount for cure, a means of redemption, or an amount for payoff and thereby Libelant is denied an opportunity to cure and a remedy.
4. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA by using any process to collect recompense or compel performance from Libelant, is not defective and does not contain un-Verified amounts for cure, redemption and payoff and therefore is a **COUNTERFEIT SECURITY**.
5. Affiant has no record or evidence that Libelant ever intended to gift Libelant's original issue labor or property to a banking institution, or corporate public entity or public or private trustee or that Libelant's intention was anything other than to consummate a private sale, value for value, and hold private title to property.
6. Affiant has no record or evidence Libelant has not refused to pay or discharge any valid obligation owed to BAC HOME LOANS SERVICING LP ETAL ATIMA.

Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA

7. Affiant has acquired an interest in an alleged PROMISSORY NOTE AND DEED OF TRUST (Contract) and has provided to Libelant assurance and a VERIFIED STATEMENT OF ACCOUNT that BAC HOME LOANS SERVICING LP ETAL ATIMA has an interest in the alleged contract and is the Holder in Due Course..
8. Affiant has no record or evidence that PUBLIC TREASURER accepted the trusteeship of the trust completing the contract created regarding Libelant's property.
9. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided, as demanded, any ASSURANCE and a VERIFIED STATEMENT OF ACCOUNT, verifying that BAC HOME LOANS SERVICING LP ETAL ATIMA has any interest in the alleged contract and that Libelee(s) is (are) not responsible for the accounting on amounts that are being collected.
10. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided to Libelant evidence that the original parties to the contract are given "full disclosure" regarding the nature of the transaction and the bookkeeping entries of the Original Creditor which indicate that someone other than Libelant is the party that funded the loan.
11. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided to Libelant evidence that the Original Creditor did not accept something of value from Libelant, resulting in a liability on the books of the Original Creditor, which would be owed to the Libelant, the party who funded the loan according to Generally Accepted Accounting Principles.
12. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided to Libelant evidence that in the Contract the Original Creditor received permission from Libelant to deny Libelant EQUAL PROTECTION under the Contract.
13. Affiant has no record or evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided evidence that Libelant cannot legally repay any money, verified and/or assured by "Creditor" to be owed, in the same species of money or money-equivalent used to fund the loan, and/or any of the species of money recognized and authorized by the United States and pursuant to 31 U.S.C. 5103, HJR-192 and Public Law 73-10.
14. Affiant has no record or evidence that Libelant does not HEREBY TENDER OFFER TO PAY THE FULL AMOUNT VERIFIED TO BE OWED, pursuant to UCC 3-603, upon VERIFICATION and/or adequate ASSURANCE of the alleged debt (subject to cross-examination and the penalty of perjury), owed by Libelant, whereas such VERIFICATION, would substantiate to Libelant that neither the "Original Creditor" nor BAC HOME LOANS SERVICING LP ETAL ATIMA has perpetrated a fraud upon Libelant; and BAC HOME LOANS SERVICING LP ETAL ATIMA is, in fact, the holder in due course of its claims.
15. Affiant has no record or evidence that payment shall be deemed refused by BAC HOME LOANS SERVICING LP ETAL ATIMA, and/or no obligation exist, if BAC HOME LOANS SERVICING LP ETAL ATIMA does not provide verification and/or adequate assurance of the alleged debt as herein requested, and any debt allegedly owed by Libelant is therefore extinguished as an operation of law.
16. Affiant has no record or evidence that this International Commercial Claim when completed does not settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute a valid security agreement and can not be scheduled on an appropriate UCC form.
17. Affiant has no record or evidence that this International Commercial Claim does not constitute



an agreement between the parties for a commercial lien to issue and that perfection by attachment does not occur and is not granted and astipulated.

18. Affiant has no record or evidence that, in part, Libelant's remedy is not provided within the Supplemental Rules of Admiralty, wherein the Remedy to a hostile presentment, which is a criminal scienter act, is to file a Certificate of Exigency with the Clerk of the Court (Warrant Officer), who is then compelled by law to issue warrants for the arrest of any and all offenders.

19. Affiant has no record or evidence that Libelee(s) does (do) not accept(s), concur(s) and agree(s) to all statements and claims made herein by Libelant, by simply remaining silent pursuant to 5 U.S.C. 556(d).

20. Affiant has no record or evidence that Libelee(s) does (do) not accept(s), concur(s) and agree(s) that Libelant has exhausted all of Libelant's Administrative Remedies via this document wherein all parties are in agreement either by negotiation, tacit agreement or by the Doctrine of Laches.

21. Affiant has no record or evidence that Libelee(s) does (do) not accept(s), concur(s) and agree(s) that by Libelee's silence, Libelee gives limited power of attorney to sign for and execute for Libelee regarding this perfected Agreement-Contract by Tacit Procuration pursuant to 5 U.S.C. 556(d).

22. Affiant has no record or evidence that Libelant's private use of copyrighted statutes and case law for this private remedy constitutes a public commercial liability for the use of said copyrighted property.

23. Affiant has no record or evidence that Libelee does not admit that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute a valid security agreement and can not be scheduled and recorded on an appropriate UCC form.

24. Affiant has no record or evidence that Libelee does not admit that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute admissions by due process, which said admissions can be entered into any case, in any court, as the admissions of the parties.

25. Affiant has no record or evidence that Libelee(s) does (do) admit that this AFFIDAVIT and the ADMISSIONS contained herein is the only RECORD, as stated herein, and stands as truth in commerce when un-rebutted by affidavit on all points, point for point, and failure to rebut, each and every point, within the time allowed, is deemed an admission of all the points contained in this AFFIDAVIT and ADMISSIONS, including an agreement to the amounts contained in the True Bill.

26. Affiant has no record or evidence that Libelee does not admit that this AFFIDAVIT, as stated herein stands as truth in commerce when un-rebutted by affidavit on all points, point for point and failure to rebut, each and every point, is deemed a quieting of title, and that no superior claim than that of Libelant exists to the subject property.

### **DEMAND**

DEMAND IS HEREBY MADE FOR A "VERIFIED STATEMENT OF ACCOUNT" FOR ANY AMOUNTS, AND THE BASIS FOR SAID AMOUNTS, LIBELEEE CLAIMS ARE OWED BY LIBELANT TO LIBELEEE, THE AMOUNT AND NATURE OF THE CONSIDERATION PROVIDED BY THE ORIGINAL LENDER, AND A DEMAND IS HEREBY MADE FOR THE CHECK REPRESENTING THE PROCEEDS FOR THE AMOUNTS REPRESENTING LIBELANT'S PORTION OF THE CONSIDERATION CONTRIBUTED TO THE CONTRACT, WHICH WERE CREDITED IN LIBELANT'S "DEMAND DEPOSIT ACCOUNT" UNDER



THE MASTER ACCOUNT AGREEMENT IN PLACE AT THE TIME THAT THE LOAN WAS FUNDED. FURTHER ADDITIONAL DEMAND IS HEREBY MADE FOR ASSURANCE IN THE AMOUNT OF, AND **\$381,000.00** BY BAC HOME LOANS SERVICING LP ETAL ATIMA, TO BE DEPOSITED AS A CASH BOND IN FEDERAL DISTRICT COURT, DISTRICT FOR NEVADA, ARTICLE III, ADMIRALTY SIDE OF SAID COURT.

### TERMS OF ACCEPTANCE

The undersigned has timely accepted the attached charging instrument(s) for value and said instruments are being returned for value in exchange for settlement and closure of the accounting as contained in the attached Libelee's Offer.

THE FOLLOWING COMMERCIAL PRESENTMENTS ARE **STAMPED ACCEPTED FOR VALUE AND RETURNED FOR VALUE AND MADE A PART HEREOF AND ARE ENCLOSED:**

- Notice of default and Election to Sell under Deed of Trust by TRUSTEE CORPS as Agent for BAC HOME LOANS SERVICING LP ETAL ATIMA.

### **TENDER OFFER IS MADE TO PAY THE FULL AMOUNT VERIFIED TO BE OWED**

- PROMISSORY NOTE issued by Robert-Christopher: Reilly III and Suzanne-Dorothy: Reilly, May 21, 2009 in the amount of **\$381,000.00** to BAC HOME LOANS SERVICING LP ETAL ATIMA (enclosed).

### NON-CONDITIONAL TERMS GRANTED BY LIBELEEE TO LIBELANT

1. As a result of Libelant having to respond, by this **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY** to BAC HOME LOANS SERVICING LP ETAL ATIMA, to a counterfeit security and defective commercial presentment, unsupported by "verified assessment," grant Libelant an amount of \$30,000 individually and severally, in damages, plus compensatory and punitive amounts.

### CONDITIONAL TERMS GRANTED BY LIBELEEE TO LIBELANT

1. As a result of BAC HOME LOANS SERVICING LP ETAL ATIMA's failure to provide a Verified Statement of Account, and reporting erroneous information in the public, unsupported by said Verified Statement of Account, BAC HOME LOANS SERVICING LP ETAL ATIMA, grants Libelant an amount of \$50,000 in damages, plus compensatory and punitive amounts.

2. As a result of BAC HOME LOANS SERVICING LP ETAL ATIMA's failure to provide a verified color copy of the original unaltered note, accompanied by definitive evidence that BAC HOME LOANS SERVICING LP ETAL ATIMA is the Holder in Due Course, BAC HOME LOANS SERVICING LP ETAL ATIMA grant Libelant an amount of \$50,000 in damages, plus compensatory and punitive amounts.

3. As a result of BAC HOME LOANS SERVICING LP ETAL ATIMA's failure to verify and/or adequately assure, as demanded herein, deemed a dishonor of this presentment/notice and demand and a **DEFAULT** on the **CONTRACT**, BAC HOME LOANS SERVICING LP ETAL ATIMA admits it is making an attempt to assert a fraudulent claim against Libelant, by the use of counterfeit securities, by use of the courts and U.S. Mail, with the intent to extort and coerce money from Libelant, in which the Libelee(s) and/or their agents have no legal right to; BAC HOME LOANS SERVICING LP ETAL ATIMA grants Libelant an amount of \$500,000, in damages, plus compensatory and punitive amounts.

As a result of BAC HOME LOANS SERVICING LP ETAL ATIMA, ~~MERCHANT, TREASURER, RECORDER, CLERK, SHERIFF and CORONER~~, acting in concert in a scheme or artifice, in the form of a public policy, resulting in acts of conversion, by sale, of the property belonging to Libelant without a VERIFIED STATEMENT OF ACCOUNT to support their collaborative acts done upon **counterfeit securities**, BAC HOME LOANS SERVICING LP ETAL ATIMA, ~~MERCHANT, TREASURER, RECORDER, CLERK, SHERIFF and CORONER~~ grants Libelant an amount of \$500,000 in damages, individually and severally, for each occurrence in the future, plus compensatory and punitive amounts.

4. As a result of BAC HOME LOANS SERVICING LP ETAL ATIMA's failure to verify and/or adequately assure the alleged debt owed by Libellant within Ten (10) days, as stated herein, ~~RECORDER~~ agrees to expunge all purported liens and security agreements, which are not substantiated by VERIFIED STATEMENT OF ACCOUNT or VERIFIED ASSESSMENT, ~~RECORDER~~ grants Libelant an amount of \$500,000 for damaging Libelant in the public and for perjuring the public record, plus compensatory and punitive amounts.

5. As a result of BAC HOME LOANS SERVICING LP ETAL ATIMA or ~~MERCHANT~~, or their agents, future acts of filing any lawsuit in violation and breach of this INTERNATIONAL COMMERCIAL CLAIM agreement settling all matters between the parties once a DEFAULT has been entered, BAC HOME LOANS SERVICING LP ETAL ATIMA, ~~MERCHANT, TREASURER, RECORDER, CLERK, SHERIFF and CORONER~~ grant Libelant an

amount of \$50,000, individually and severally, in direct damages for having to respond to any lawsuit, for each occurrence in the future plus \$50,000, individually and severally, for entering or causing the entry of negative or derogatory information, derogatory toward Libelant, in the public record for each occurrence, plus compensatory and punitive amounts.

#### **LIBELEES' OFFER IS CONDITIONALLY ACCEPTED UPON THE FOLLOWING PROOF OF CLAIMS**

LIBELANT agrees to pay amounts or perform as claimed by Libelee(s) upon proof of **ALL** of the following conditions:

1. Upon proof of claim that Libelant and BAC HOME LOANS SERVICING LP ETAL ATIMA does have a valid contract (Contract), at all times relevant, the terms of which required BAC HOME LOANS SERVICING LP ETAL ATIMA to be paid by Libelant.
2. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA is the Holder in Due Course of any commercial instrument wherein Libelant is made liable.
3. Upon proof of claim that Libelee(s) have provided, an amount for cure, a means of redemption, or an amount for payoff and thereby Libelant is not denied an opportunity to cure or a remedy.
4. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA by using any process, to collect recompense or compel performance from Libelant, is not defective and does not contain un-Verified amounts for cure, redemption and payoff and therefore is a **COUNTERFEIT SECURITY**.
5. Upon proof of claim that Libelant intended to gift Libelant's original issue labor or property to a banking institution, or corporate public entity or public or private trustee or that Libelant's intention was anything other than to consummate a private sale, value for value, and hold private title to property.
6. Upon proof of claim that Libelant has refused to pay or discharge any valid obligation owed

to BAC HOME LOANS SERVICING LP ETAL ATIMA.

7. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA has acquired an interest in an alleged PROMISSORY NOTE AND DEED OF TRUST (Contract) and has provided to Libelant Assurance and a VERIFIED STATEMENT OF ACCOUNT that BAC HOME LOANS SERVICING LP ETAL ATIMA has an interest in the alleged contract and is the Holder in Due Course.

8. Upon proof of claim that PUBLIC TRUSTEE accepted the trusteeship of the trust completing the contract created regarding Libelant's property.

9. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided, as demanded, any ASSURANCE and a VERIFIED STATEMENT OF ACCOUNT, verifying that BAC HOME LOANS SERVICING LP ETAL ATIMA has any interest in the alleged contract and that Libelee(s) is (are) not responsible for the accounting on amounts that are being collected.

10. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided to Libelant evidence that the original parties to the contract were given "full disclosure" regarding the nature of transaction and has provided evidence the bookkeeping entries, according to Generally Accepted Accounting Principles, of the Original Creditor, indicate that Libelant was not the party that funded the loan.

11. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided to Libelant evidence that the Original Creditor did not accept something of value from Libelant resulting in a new liability on the books of the Original Creditor, according to Generally Accepted Accounting Principles.

12. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA has failed to provide to Libelant evidence that in the contract the Original Creditor received permission from Libelant to deny Libelant

EQUAL PROTECTION under the contract.

13. Upon proof of claim that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided evidence and assurance that Libelant cannot legally repay any money, which has been verified and/or assured by "Creditor" to be owed, in the same species of money or money-equivalent used to fund the loan, and/or any of the species of money recognized and authorized by the United States, pursuant to 31 U.S.C. 5103; HJR-192 and Public Law 73-10.

14. Upon proof of claim that Libelant does not HEREBY TENDER OFFER TO PAY THE FULL AMOUNT VERIFIED TO BE OWED, pursuant to UCC 3-603, upon verification and/or adequate assurance of the alleged debt (subject to cross-examination and the penalty of perjury), owed by Libelant, whereas such verification would substantiate that the "Original Creditor" and BAC HOME LOANS SERVICING LP ETAL ATIMA has not perpetrated a fraud upon Libelant; and BAC HOME LOANS SERVICING LP ETAL ATIMA is, in fact, the Holder In Due Course of its claims.

15. Upon proof of claim that payment shall be deemed refused by BAC HOME LOANS SERVICING LP ETAL ATIMA, and/or no obligation exist, if BAC HOME LOANS SERVICING LP ETAL ATIMA does not provide verification and/or adequate assurance of the alleged debt as herein requested, and any debt allegedly owed by Libelant is therefore extinguished as an operation of law.

16. Upon proof of claim that this International Commercial Claim when completed does not

settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute admissions of the Libelee which can be entered in any court case and does not constitute a valid security agreement and cannot be scheduled on an appropriate UCC form.

17. Upon proof of claim that this International Commercial Claim does not constitute an agreement between the parties for a commercial lien to issue and be filed in the public record and perfection by attachment can not occur and is not hereby granted and astipulated.

18. Upon proof of claim that in part Libelant's remedy is not provided within the Supplemental Rules of Admiralty, wherein it is shown that the remedy to a hostile presentment, which is a criminal scienter act, is to file a Certificate of Exigency with the Clerk of the Court Warrant Officer, who is then compelled by law to issue warrants for the arrest of any and all offenders.

19. Upon proof of claim that Libelee does not accept(s), concur(s) and agree(s) to all statements and claims made herein by Libelant, by simply remaining silent pursuant to 5 U.S.C. 556(d).

20. Upon proof of claim that the record shows that Libelee does not accept(s), concur(s) and agree(s) that Libelant has exhausted all of Libelant's Administrative Remedies via this document wherein all parties are in agreement either by negotiation, tacit agreement or by Doctrine of Laches.

21. Upon proof of claim that Libelee(s) does (do) not accept(s), concur(s) and agree(s) that by Libelee's silence, Libelee gives limited power of attorney to sign for and execute for Libelee regarding this perfected Agreement Contract by Tacit Procuration pursuant to 5 U.S.C. 556(d).

22. Upon proof of claim that Libelant's private use of copyrighted statutes and case law for this private remedy constitutes a public commercial liability for the use of said copyrighted property.

23. Upon proof of claim that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute a valid security agreement and cannot be scheduled and recorded on an appropriate UCC form.

24. Upon proof of claim Libelee admits that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute admissions by due process, which said admissions can be entered into any case, in any court, as the admissions of the parties.

25. Upon proof of claim that Libelee does not admit that the RECORD as stated above stands as truth in commerce and that Libelee has rebutted by affidavit all points, point for point, and is not deemed an admission of all the points contained in the RECORD including rebuttal of the agreement to the amounts contained in the True Bill.

26. Upon proof of claim that Libelee does not admit that this AFFIDAVIT, as stated herein stands as truth in commerce when un-rebutted by affidavit on all points, point for point and failure to rebut, each and every point, is deemed a quieting of title, and that no superior claim than that of Libelant exists to the subject property.




**COMMERCIAL AFFIDAVIT OATH AND VERIFICATION**

State of Nevada )  
 ) ss Commercial Oath and Verification  
County of Clark )

I, : Robert-Christopher: Reilly III, agent for ROBERT CHRISTOPHER REILLY III and Suzanne-Dorothy: Reilly, agent for SUZANNE DOROTHY REILLY, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

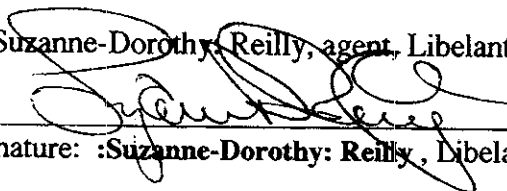
ROBERT CHRISTOPHER REILLY III

By: :Robert-Christopher: Reilly III, agent, Libelant, UCC 3-402(b)(1)

  
Signature: :Robert-Christopher: Reilly III, Libelant, lawful man

SUZANNE DOROTHY REILLY

By: :Suzanne-Dorothy: Reilly, agent, Libelant, UCC 3-402(b)(1)

  
Signature: :Suzanne-Dorothy: Reilly, Libelant, lawful woman

**JURAT**

State of Nevada )  
 ) ss  
County of Clark )

The above named Affiant(s)/Libelant(s), appeared before me, a Notary, subscribed, sworn

under oath this 26 day of MAY, 2009.

  
Notary Witness

2400 Farm Rd Suite 160  
Address

August 13, 2012  
My commission expires



**REQUESTS FOR ADMISSIONS OF FACTS IN THE NATURE OF FRCP RULE 36**

Request is hereby made that each Libelee admit the truth of the matters set out below, and the genuineness of the documents specified below, for the purposes of this action.

This Request provides that each matter requested to be admitted is conclusively established and admitted for the purposes of this action unless, within 10 days after service of this Request, you serve upon the party making these requests either:

a written statement signed by each Libelee under their full unlimited commercial liability that each matter attested to is true, correct and complete, specifically denying the matter, or setting forth in detail why you cannot truthfully admit or deny the matter; or a written objection addressed to the matter.

A Libelee may not give lack of information or knowledge as a reason for Libelee's failure to admit or deny unless they include in their written response a certification that each Libelee has made reasonable inquiry and that the information known or readily obtainable by Libelee is insufficient to enable Libelee to admit or deny. A Libelee's inquiry is "reasonable" only when:

Libelee has examined any and all documents or tangible things in their possession, custody, or control, that in any way refer or relate to the matter requested to be admitted, and, they make inquiry upon their principals, agents, employees, attorneys, representatives, any persons acting or purporting to act on their behalf, and any other persons in active concert and participation with them, whether past or present and without regard to whether or not their relationship with Libelee currently exists or has been terminated.

This request requires that any denial by a Libelee of a matter requested to be admitted must fairly meet the substance of the requested admission and that when good faith requires that an answer be qualified or a part of the request be denied such qualification or denial must be specific and admit that part of the requested admission that is true. It is not a sufficient answer that a request presents a genuine issue for trial. Each denial of a request for admission must be made under the full commercial liability of the one making it.

Libelee(s) are required, if they object to any request on the grounds of privilege, work-product, trade secret, or any other grounds, to state for each such objection the precise nature of the objection made and a complete description of all facts, or non-disclosure contracts, upon which they rely in making the objection.

Libelee(s) are required, to the extent that they do not entirely dispute the authenticity of a copy of a document, but dispute specific aspects of the copy, such as differences in format or the presence, absence, or difference of notations or signatures from a copy that they admit as genuine, to set forth what aspect or aspects of the copy is not admitted as genuine.

Libelee(s) are required that each admission, denial, objection, or statement shall be preceded by the request to which it responds. Further, Libelee(s) are specifically required, in the nature of FRCP Rule 26(e)(3) to seasonably supplement all of your answers to said requests to include any information acquired by them after the initial date of said admissions.

You are required to admit or deny within 10 days from the date of mailing of this Request for Admissions below or request more time to answer with the reason for the extension for more time, verified by affidavit, and will only be granted for just cause.

**STATEMENTS AND ADMISSIONS**

Libelee, by failing to respond or to fully answer each and every Proof of Claim listed above, under full individual commercial liability, of personal first hand knowledge, by affidavit sworn to be true, correct and complete and not intended to mislead and given under pains and penalties of perjury, thereby agrees all of the following statements are deemed admitted into the record as follows:

1. Libelee admits that a valid contract does not exist, nor ever did exist, that requires Libelant to render recompense in any measure, or amount, to Libellee(s).

**ANSWER:** Admits and Acknowledges if no response is provided

2. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA is not the Holder in Due Course of any commercial instrument wherein Libelant is liable.

**ANSWER:** Admits and Acknowledges if no response is provided

3. Libelee(s) admit(s) that Libelee(s) have not provided, an amount for cure, a means of redemption, or an amount for payoff and thereby Libelant is denied an opportunity to cure and a remedy.

**ANSWER:** [Admits and Acknowledges if no response is provided]

4. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA by using any process to collect recompense or compel performance from Libelant, is not defective and does not contain un-Verified amounts for cure, redemption and payoff and therefore is a **COUNTERFEIT SECURITY**

**ANSWER:** Admits and Acknowledges if no response is provided

5. Libelee(s) admit(s) that Libelant intended to gift Libelant's original issue labor or property to a banking institution, or corporate public entity or public or private trustee or that Libelant's intention was anything other than to consummate a private sale , value for value, and hold private title to property. A

**ANSWER:** [Admits and Acknowledges if no response is provided]

6. Libelee(s) admit(s) that Libelant has not refused to pay or discharge any valid obligation owed to BAC HOME LOANS SERVICING LP ETAL ATIMA.

**ANSWER:** [Admits and Acknowledges if no response is provided]

7. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA has not acquired an interest in an alleged **PROMISSORY NOTE AND DEED OF TRUST**(Contract) and has not provided to Libelant any Assurance and **VERIFIED STATEMENT OF ACCOUNT** that BAC HOME LOANS SERVICING LP ETAL ATIMA has any interest in the alleged contract and is the Holder in Due Course.

**ANSWER:** [Admits and Acknowledges if no response is provided]

8. Libelee(s) admit(s) that **PUBLIC TRUSTEE** accepted the trusteeship of the trust completing the contract created regarding Libelant's property.

**ANSWER:** [Admits and Acknowledges if no response is provided]



9. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA has provided, as demanded, any ASSURANCE and a VERIFIED STATEMENT OF ACCOUNT, verifying that BAC HOME LOANS SERVICING LP ETAL ATIMA has any interest in the alleged contract and that Libelee(s) is (are) not responsible for the accounting on amounts that are being collected.

**ANSWER:** [Admits and Acknowledges if no response is provided]

10. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA has failed to provide, as demanded, to Libelant, evidence that the original parties to the contract were given "full disclosure" regarding the nature of transaction and the bookkeeping entries of the Original Creditor which indicate that Libelant was the party that funded the loan.

**ANSWER:** [Admits and Acknowledges if no response is provided]

11. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA has failed to provide to Libelant evidence that the Original Creditor did not accept something of value from Libelant resulting in a new liability on the books of the Original Creditor which would be owed to the Libelant, the party who funded the loan according to Generally Accepted Accounting Principles.

**ANSWER:** [Admits and Acknowledges if no response is provided]

12. Libelee(s) admit(s) that BAC HOME LOANS SERVICING LP ETAL ATIMA has failed to provide to Libelant evidence that in the Contract the Original Creditor received permission from Libelant to deny Libelant EQUAL PROTECTION under the Contract.

**ANSWER:** [Admits and Acknowledges if no response is provided] Libelee(s) admit(s) that Libelant can not legally repay any money, verified and/or assured by "Creditor" to be owed, in the same species of money or money-equivalent used to fund the loan, and/or any of the species of money recognized and authorized by the United States and pursuant to 31 U.S.C. 5103, HJR-192 and Public Law 73-10.

**ANSWER:** [Admits and Acknowledges if no response is provided]

13. Libelee(s) admit(s) that Libelant does HEREBY TENDER OFFER TO PAY THE FULL AMOUNT VERIFIED TO BE OWED, pursuant to UCC 3-603, upon verification and/or adequate assurance of the alleged debt (subject to cross-examination and the penalty of perjury), owed by Libelant, whereas such not being provided, does substantiate that the "Original Creditor" and BAC HOME LOANS SERVICING LP ETAL ATIMA has perpetrated a fraud upon Libelant and BAC HOME LOANS SERVICING LP ETAL ATIMA is, in fact, not the holder in due course of its claims.

**ANSWER:** [Admits and Acknowledges if no response is provided]

14. Libelee(s) admit(s) that payment has been refused by BAC HOME LOANS SERVICING LP ETAL ATIMA, and/or no obligation exists, since BAC HOME LOANS SERVICING LP ETAL ATIMA did not provide verification and/or adequate assurance of the alleged debt as herein requested, and any debt allegedly owed by Libelant is extinguished as on operation of law.

**ANSWER:** [Admits and Acknowledges if no response is provided]

15. Libelee(s) admit(s) that this International Commercial Claim when completed does settle all matters and any controversy between the parties and does constitute an agreement between the parties and does constitute a valid security agreement and can therefore be scheduled on an

appropriate UCC form.

**ANSWER:** [Admits and Acknowledges if no response is provided]

16. Libelee(s) admit(s) that that this International Commercial Claim does constitute an agreement between the parties for a commercial lien to issue and perfection by attachment can occur and is granted and astipulated.

**ANSWER:** [Admits and Acknowledges if no response is provided]

17. Libelee(s) admit(s) that in part Libelant's remedy is provided within the Supplemental Rules of Admiralty, wherein it is shown that the remedy to a hostile presentment, which is a criminal scienter act, is to file a Certificate of Exigency with the Clerk of the Court/Warrant Officer, who is then compelled by law to issue warrants for the arrest of any and all offenders.

**ANSWER:** [Admits and Acknowledges if no response is provided]

18. Libelee(s) admit(s) that that Libelee does accept(s), concur(s) and agree(s) to all statements and claims made herein by Libelant, by simply remaining silent pursuant to 5 U.S.C. 556(d).

**ANSWER:** [Admits and Acknowledges if no response is provided]

19. Libelee(s) admit(s) that Libelee does accept(s), concur(s) and agree(s) that Libelant has exhausted all of Libelant's Administrative Remedies via this document wherein all parties are in agreement either by negotiation, tacit agreement or by Doctrine of Laches.

**ANSWER:** [Admits and Acknowledges if no response is provided]

20. Libelee(s) admit(s) that Libelee does accept(s), concur(s) and agree(s) that by Libelee's silence, Libelee gives limited power of attorney to sign for and execute for Libelee regarding this perfected Agreement/Contract by Tacit Procuration pursuant to Title 5 United States Code 556(d).

**ANSWER:** [Admits and Acknowledges if no response is provided]

21. Libelee(s) admit(s) that Libelant's private use of copyrighted statutes and case law for this private remedy does not constitute a public commercial liability for the use of said copyrighted property.

**ANSWER:** [Admits and Acknowledges if no response is provided]

22. Libelee(s) admit(s) that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute a valid security agreement and can not be scheduled and recorded on an appropriate UCC form.

**ANSWER:** [Admits and Acknowledges if no response is provided]

23. Libelee(s) admit(s) that this International Commercial Claim, when completed by Certificate of Non-Response and Certificate of Protest, by a notary and Apostille of notary witness, does settle all matters and any controversy between the parties and does constitute admissions by all Libelee(s) by due process, which said admissions can be entered into any case, in any court, as admissions of the parties.

**ANSWER:** [Admits and Acknowledges if no response is provided]

24. Libelee(s) admit(s) that this AFFIDAVIT and the ADMISSIONS contained herein is the only RECORD, as stated herein, and stands as truth in commerce when un-rebutted by affidavit on all points, point for point, and failure to rebut, each and every point, within the time allowed, is deemed an admission of all the points contained in this AFFIDAVIT and ADMISSIONS, including an agreement to the amounts contained in the True Bill.

**ANSWER:** [Admits and Acknowledges if no response is provided]

25. Libelee(s) admit(s) that this AFFIDAVIT and the ADMISSIONS contained herein is the only RECORD, as stated herein stands as truth in commerce when un-rebutted by affidavit on all points, point for point and failure to rebut, each and every point, is deemed a quieting of title, and that no superior claim than that of Libelant exists to the subject property.

**ANSWER:** [Admits and Acknowledges if no response is provided]

### **WAIVER OF TORT AND NOTICE TO ALL TRESPASSERS / INTERLOPERS**

Trespass upon this **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY** dated **May 22, 2009**, after binding default, will cause a **WAIVER OF TORT** and said Trespasser / Interloper will be added to the **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY** dated **May 22, 2009**, as a named Libelee, and by this Notice each Trespasser / Interloper agrees to be bound by the terms herein, and will be added as a named Libelee in the amount of a \$2,000,000 tort for each trespass by agreement of the parties and by this Notice. **PERFORMANCE IS ACCEPTANCE**

### **NOTICE AND DEFINITIONS AND ADMINISTRATIVE PROCEDURE**

Libelant, by Special Restricted Appearance and not Generally, is hereby exhausting Libelant's due process administrative remedies by Noticing Libelee with due process of law pursuant to 5 U.S.C. §551 to §559 Within the Admiralty ab initio, pursuant to 28 U.S.C. §1333, §1337, §2461 and §2463.

As an operation of law, Libelant is required to exhaust Libelant's administrative remedies. This Administrative Remedy within the Admiralty ab initio instrument is cargo as identified in the Third Party Affidavit of Service within the Admiralty.

As with any administrative process, Libelee may controvert the statements and/or claims made by Libelant by executing and delivering a verified response point by point, in affidavit form, sworn and attested to, signed by Libelee with evidence in support, to the Libelant at the address of the Notary Witness exactly as given below. Libelee may agree and admit to all statements and claims made herein by Libelant by **TACIT PROCURATION** by failure to answer as contained herein.

In the event Libelee admits the statements and claims by **TACIT PROCURATION**, all issues are deemed settled **RES JUDICATA, STARE DECISIS, STATUTE STAPLE, ESTOPPEL BY ACQUIESCENCE** and **COLLATERAL ESTOPPEL**, and as a result, **JUDGMENT BY ESTOPPEL a SELF-EXECUTING JUDGMENT**, and are not subject to appeal. Libelee may not argue, controvert, or otherwise protest the finality of the administrative findings within the Admiralty in any subsequent process, whether administrative or judicial.

These statements and the **ANSWERS** contained herein may be used by Libelant, if necessary, in any court of competent jurisdiction or any other proceeding to secure, protect procure Libelants' rights and remedies settled and contained herein.

Any failure to apply the acceptance for value and provide payment and settle and close the above referenced account(s) and/or provide the required proof of claims is Libelee's agreement with and acceptance of the ramifications of a dishonor.

Agreement contained herein is a security agreement and will allow the debt to be scheduled on an appropriate UCC statement and filing of a commercial maritime lien.

All admissions are deemed admitted to the record in support of the Terms of Acceptance unless each and every admission is specifically rebutted - point by point - under full commercial liability with evidence

quality presentments (if any) in support. **Failure to deny or controvert one admission is deemed an admittance of all admissions herein.**

Any response must be in affidavit form, under full commercial liability, rebutting each of the points contained in the Proof of Claims section, on a point-by-point basis, that any facts contained in said response by affidavit are attested as true, correct, complete and not misleading. Declarations are deemed insufficient, as Declarations permit lying by omission, which no honorable agreement may contain. Failure to respond shall be deemed an agreement with the facts stated herein and are supported by the affidavit in support, hereto attached, mandating the immediate carrying out of the requests delineated above.

Failure by you or your agents to respond, in order to maintain the honor bestowed by said Terms of Acceptance, mandates that lawful protest declare your dishonor.

All exhibits and instruments attached are incorporated by reference as fully reproduced herein.

**Certified Copy:** means- "A copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is entrusted".

**Default:** means- An omission of that which ought to be done, including but not limited to performance on the Contract, providing a Verified Statement of Account which includes the source and nature of the consideration provided by each party, upon notice of fault providing assurance in the amount and nature demanded, and further, responding fully to the demands and requests contained in this **NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY.**

**Verified Copy:** means- "Copy of document which is shown by independent evidence to be true. A copy, if successive witness trace the original into the hands of a witness who made or compared the copy. See: *Nu Car\_Carriers v. Treynor, 75 U.S.App.D.C. 174, 125 F.2d 47, 48.*"

**Verification;** means- "Confirmation of correctness, truth, or authenticity, by affidavit, oath, deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. See *Sheeley v. City of Santa DARLA, 215 Cal.App.2d 83, 30 Cal.Rptr. 121,123.* Sworn or equivalent confirmation of truth...In accounting, the process of substantiating entries in books of account."

**Assure:** means- "To make certain and put beyond doubt. To declare, aver, avouch, assert, or ensure positively. To declare solemnly; to assure to any one with design of inspiring belief or confidence."

**Assurance:** means- "The act or action of assuring...A declaration tending to inspire full confidence."

**Assessment:** means - "the process of ascertaining and adjusting the shares respectively to be contributed by several persons towards a common beneficial object according to the benefit received"

**dba:** means - "Doing business as - something other than oneself".

**aka:** means - "Also known as - an alias"

**VOID WHERE PROHIBITED BY LAW. THIS IS A SELF-EXECUTING CONTRACT IN ACCEPTANCE OF YOUR OFFER, PURSUANT TO THE TERMS CONTAINED HEREIN, AND IS CONFIRMED BY YOU OR YOUR AGENT'S SIGNATURE ON THE REGISTERED MAIL RECEIPT OR BY REFUSAL TO ACCEPT AND RETURN OF MAIL TO LIBELANT OR NOTARY WITNESS**

**IF YOU INTEND TO SETTLE THIS MATTER, YOU HAVE 10 DAYS FROM RECEIPT OF THIS NOTICE TO WITHDRAW YOUR OFFER OR 10 DAYS TO RESPOND IN WRITING AS STATED ABOVE AND MAKE THE NECESSARY CORRECTIONS TO THE RECORD OR 10 DAYS TO PAY THE AMOUNT CONTAINED IN THE TRUE BILL AND ACCOUNTING.**



**NO PHONE CALLS – ALL CORRESPONDENCE MUST BE IN WRITING TO THE ADDRESS PROVIDED BELOW IN CARE OF THE NOTARY WITNESS.**

**ACCOUNTING AND TRUE BILL**

Libelant is entitled to actual damages based on the sum certain of funds due per this Accounting and True Bill for Non-Conditional terms agreed to above.

Libelee BAC HOME LOANS SERVICING,

1. Amount for having to respond to (presentment above)	\$	30,000.00
2. Amount for failure to provide full disclosure	\$	200,000.00
3. Amount for reporting erroneous information into the public	\$	200,000.00
4. Four times compensatory multiplier	\$	1,720,000.00
<b>TOTAL</b>		<b>\$ 1,720,000.00</b>

**SUM CERTAIN FOR STATEMENT AND TRUE BILL** - Libelees and BAC HOME LOANS SERVICING LP FKA ETAL ATIMA, Individually and Severally, in the amount of:  
**\$ 1,720,000.00 or One Million Seven Hundred Twenty Thousand and 00/100 dollars as of May 22, 2009**

"Libelant reserves the right to amend and correct and adjust the Accounting and True Bill"

The Sum Certain in US Dollars is in numerical parity with the Euro Dollar and any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, general tax credits, and any agreeable combination of the above.

**NOTICE TO RESPOND**

Affiant grants Libelee Ten (10) days, exclusive of the date of receipt, to respond to the statements, claims and inquiries above. Failure to respond will constitute, as an operation of law, the admission of Libelee(s) by TACIT PROCURATION to the statements, claims and ANSWERS to inquiries, and shall be deemed RES JUDICATA, STARE DECISIS. Failure to respond will constitute PROMISSORY ESTOPPEL, COLLATERAL ESTOPPEL, and ESTOPPEL BY ACQUIESCENCE resulting in **JUDGMENT BY ESTOPPEL a SELF-EXECUTING JUDGMENT**. This is a UCC CONFIRMATORY WRITING and STATUTE STAPLE and will be a perfected Contract upon the completion of the administrative process. It is mandatory that if Libelee respond(s) to the foregoing, any such response must be done by delivering to Libelant's NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio ADMINISTRATIVE REMEDY mailing location exactly as shown below:

:Robert-Christopher: Reilly III and Suzanne-Dorothy: Reilly, CREDITOR(s), SECURED PARTY(s) , REAL PARTY IN INTEREST  
c/o DOREEN M. WALKER, Notary Witness  
7250 Auburn Blvd. # 133  
Citrus Heights, CA 95610

NOTICE OF INTERNATIONAL  
:Robert-Christopher: Reilly III anc  
File #RB 572 226 135 US

INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
e-Dorothy: Reilly CREDITOR(S), SECURED PA.

ADMINISTRATIVE REMEDY  
REAL PARTY IN INTEREST

REGISTERED MAIL # RA 281 026 434 US

It is also mandatory that Libelee(s) sign(s) and certify(ies) "under penalty of perjury, complete with SSN number under the laws of the United States of America" under 28 USC §1746 all ANSWERS or any other correspondence in response to Affiant's NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY, so that Affiant can know that Affiant is dealing with the Libelee and that Libelee is held to only those ANSWERS that are true, correct, complete, not misleading and certain, under pains and penalties of perjury, and further; any facts alleged in Libelee's response must be on first hand knowledge in affidavit form, properly sworn and subscribed to.

Libelant looks forward to Libelee's timely response. This is a verification of the Statement and True Bill. Further Libelant sayeth naught.

Prepared and submitted by:

By: :Robert-Christopher: Reilly III, Libelant, Affiant

Prepared and submitted by:

By: :Suzanne-Dorothy: Reilly, Libelant, Affiant

State of Nevada )  
 ) ss  
County of Clark )

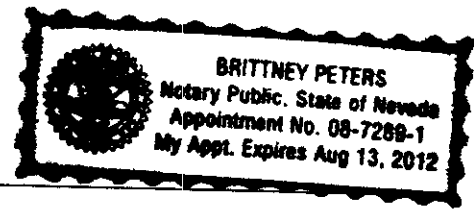
The above named Affiants / Libelants, appeared before me, a Notary, subscribed, sworn

under oath this 26 day of MAY, 2009.

Brittney Peters  
Notary Witness

8400 Farm Rd. Suite 160  
Address

August 13, 2012  
My commission expires



Seal

70

#: 200909240004664  
Fees: \$20.00  
N/C Fee: \$25.00  
09/24/2009 04:30:57 PM  
Receipt #: 70211  
Requestor:  
R REILLY III  
Recorded By: LEX Pgs: 7  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN# 125-16-211-005

11-digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>

Notice of Notarial Protest & Administrative Judgment

MTC Financial Inc. dba Corp et. al

**Type of Document**

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

**Recording Requested By:**

ROBERT C. REILLY III

**Return Documents To:**

Name ROBERT C. REILLY III

Address 7617 KIOWA POINTE STREET

City/State/Zip LAS VEGAS, NEVADA 89131

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

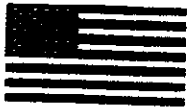
This cover page must be typed or printed clearly in black ink only.



NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY *ab initio*  
ADMINISTRATIVE

REMEDY: Robert-Christopher: Reilly III and Suzanne-Dorothy.: Reilly CREDITOR(s),  
SECURED PARTY(s), REAL PARTY(s) IN INTEREST  
ICC File #RB 572 226 135 US Registered Return Receipt MAIL # RB 572 226 237 US

:Robert-Christopher: Reilly III and Suzanne-Dorothy.: Reilly, Creditor(s),  
Secured Party(s) Real Party(s) in Interest  
Clark County  
Nevada  
united States of America 1787 AD



Account # 117530448; Trustee Sale # NV0942993-1  
Title Order # 4115390; ATO Control # 05253B5NO27T  
Instrument # 20090430-0004901; Document # 20060131-0002575  
Investor # 336603320; APN # 176-13-110-119

ICC File # RB 572 226 135 US

**LIBELANTS:**

Date: July, 28 2009

Robert-Christopher: Reilly III and Suzanne-Dorothy.: Reilly, Creditor(s),  
Secured Party(s) Real Party(s) in Interest

c/o Doreen M. Walker, Notary Witness  
7250 Auburn Blvd. # 133,  
Citrus Heights, CA 95610

**LIBELEES : BAC HOME LOANS SERVICING LP FKP and CEO and  
COUNTRYWIDE HOME LOANS SERVICING LP and CEO and FIRST  
AMERICAN TITLE INSURANCE COMPANY and CEO and MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS INC and CEO and  
MTC FINANCIAL INC and CEO dba TRUSTEE CORPS and H&R BLOCK  
MORTGAGE CORP and CEO (hereinafter BAC HOME LOANS  
SERVICING LP FKP ETAL ATIMA)**

**In care of Libelee:**

c/o MTC FINANCIAL INC. dba TRUSTEES CORPS  
ATTN: FORECLOSURE DEPARTMENT  
30 CORPORATE PARK, SUITE 400  
IRVINE, [92606] CALIFORNIA

CLARK COUNTY 8<sup>th</sup> DISTRICT COURT

Page 1 of 6

**NOTARIAL PROTEST AND NOTICE OF ADMINISTRATIVE JUDGMENT  
VOID WHERE PROHIBITED BY LAW**

NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
ADMINISTRATIVE

REMEDY: Robert-Christopher: Reilly III, and Suzanne-Dorothy.: Reilly CREDITOR(s),  
SECURED PARTY(s), REAL PARTY(s) IN INTEREST

ICC File #RB 572 226 135 US Registered Return Receipt MAIL # RB 572 226 237 US

Laura B. Fitzpatrick, dba, LAURA B. FITZPATRICK, **TREASURER**, CLARK  
COUNTY, Clark County Government  
500 S. Grand Central Parkway  
Las Vegas, Nevada 89155

Debbie Conway, dba DEBBIE CONWAY, **RECORDER**, CLARK COUNTY  
Clark County Government  
500 S. Grand Central Parkway  
Las Vegas, Nevada 89155

Shirley B. Parraguirre dba SHIRLEY B. PARRAGUIRRE, **CLERK**, CLARK  
COUNTY, Clark County Government  
Regional Justice Center  
200 Lewis Avenue, 5<sup>th</sup> Floor  
P.O. Box 551601  
Las Vegas, Nevada 89155-1601

Douglas C. Gillespie, dba DOUGLAS C. GILLESPIE, **SHERIFF**, CLARK  
COUNTY  
Sheriff's Office  
Clark County Government  
400 E. Stewart Avenue  
Las Vegas, Nevada 89101-2984

P. Michael Murphy, dba P. MICHAEL MURPHY, **CORONER**, CLARK  
COUNTY  
1704 Pinto Lane  
Las Vegas, Nevada 89106

**Original via Registered Mail #RA 281 026 434 US**

Libelee, **BAC HOME LOANS SERVICING LP, CEO** is charged with  
distributing copies to all other named Libelees.

CLARK COUNTY 8<sup>th</sup> DISTRICT COURT  
NOTARIAL PROTEST AND NOTICE OF ADMINISTRATIVE JUDGMENT  
VOID WHERE PROHIBITED BY LAW

**NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
ADMINISTRATIVE**

**REMEDY: Robert-Christopher: Reilly III, and Suzanne-Dorothy.: Reilly CREDITOR(s),  
SECURED PARTY(s), REAL PARTY(s) IN INTEREST**

**ICC File #RB 572 226 135 US Registered Return Receipt MAIL # RB 572 226 237 US**

**The term "Libelee" hereinafter includes/applies to, all above and below  
named Libelees and entities, jointly and severally or interests therein  
unless specified differently.**

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT**

**NOTARIAL PROTEST AND NOTICE OF ADMINISTRATIVE JUDGMENT  
IN ESTOPPEL**

**Libelees' failure to respond to the NOTICE OF INTERNATIONAL COMMERCIAL  
CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY of : Robert-  
Christopher: Reilly III and Suzanne-Dorothy.: Reilly CREDITOR SECURED PARTY  
has put Libelees in default as witnessed by the Notary in the sequence of the  
following events:**

**The Libelant/Declarant served a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM  
WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY of : Robert-Christopher: Reilly  
III and Suzanne-Dorothy.: Reilly CREDITOR(s), and SECURED PARTY(s) upon the  
Libelees on 2nd day of June 2009, allowing Ten (10) days to respond. Notary Witness,  
Doreen M. Walker, certifies no timely response and answer by legal definition is made  
by Libelees.**

**The Libelant/Declarant served a NOTICE OF FAULT-OPPORTUNITY TO CURE upon  
the Libelees in the from of a NOTICE OF DISHONOR AND ASSENT on 17<sup>th</sup> day of June  
2009, allowing three (3) days to cure plus three (3) days for mailing. Notary Witness,  
Doreen M. Walker, certifies no timely response and answer by legal definition is made  
by Libelees.**

**The Notary Witness, Doreen M. Walker did certify the non-response and acceptance  
of the terms of the NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE  
ADMIRALTY ADMINISTRATIVE REMEDY by Libelees on 17th day of June, 2009,  
settling all matters between the Libelant/Declarant and Libelees per the TERMS OF  
ACCEPTANCE.**

**On 27<sup>th</sup> day of June, 2009, the undersigned served a contractual DEMAND AND  
SETTLEMENT FOR CLOSING OF THE ESCROW in the form of an ACCOUNTING and  
TRUE BILL. Notary Witness, Doreen M. Walker certifies no timely settlement or  
response is made by Libelees.**

**CLARK COUNTY 8<sup>th</sup> DISTRICT COURT  
NOTARIAL PROTEST AND NOTICE OF ADMINISTRATIVE JUDGMENT  
VOID WHERE PROHIBITED BY LAW**

NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY *ab initio*  
ADMINISTRATIVE

REMEDY: Robert-Christopher: Reilly III, and Suzanne-Dorothy.: Reilly CREDITOR(s),  
SECURED PARTY(s), REAL PARTY(s) IN INTEREST

ICC File #RB 572 226 135 US Registered Return Receipt MAIL # RB 572 226 237 US

On 9<sup>st</sup> day of July, 2009 the undersigned served a contractual **SECOND DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW** in the form of an **ACCOUNTING and TRUE BILL**. **Notary Witness, Doreen M. Walker certifies no timely settlement or response is made by Libelees**

1. On 21<sup>st</sup> day of July 2009 the undersigned served a contractual **FINAL DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW** in the form of an **ACCOUNTING and TRUE BILL**. **Notary Witness, Doreen M. Walker, certifies no timely settlement or response is made by Libelees.**
  2. This **NOTARIAL PROTEST is NON-NEGOTIABLE and is NOTICE OF ADMINISTRATIVE JUDGMENT BY ESTOPPEL** to which the statement claims, and answers to the inquiries by *facit procuration* have all been admitted to. This **ADMINISTRATIVE JUDGMENT BY ESTOPPEL is stare decisis, res judicata and collateral estoppel.**
  3. The Libelant/Declarant appeared before me under oath and has sworn that he **has not received a timely response and answer** by legal definition or settlement from any of the named the Libelees.
1. **Notary Witness has received no response to dispute** the following facts as sworn before me under oath by Libelant/Declarant:
    - a. Libelant/Declarant is **HOLDER IN DUE COURSE** of this Agreement/Contract and the Commercial Matter contained therein.
    - b. This debt can be recorded on a UCC 1 Financing Statement by agreement of the parties.
    - c. All parties were noticed under Federal Rules of Civil Procedure (FRCP) 9 (h) which leads to the Supplemental Rules of Admiralty that provide where a default exists and it is found that a hostile presentment, written or oral, is a criminal act.
    - d. Libelant/Declarant is provided, within the **Supplemental Rules of Admiralty, the Remedy to a hostile presentment criminal and/or scienter act**, is to file a **Certificate of Exigency** with the Clerk of the Court/Warrant officer who is compelled by law to issue warrants for the arrest of any and all offenders.

CLARK COUNTY 8<sup>th</sup> DISTRICT COURT

Page 4 of 6

**NOTARIAL PROTEST AND NOTICE OF ADMINISTRATIVE JUDGMENT**

VOID WHERE PROHIBITED BY LAW

NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
ADMINISTRATIVE

REMEDY: Robert-Christopher: Reilly III, and Suzanne-Dorothy.: Reilly CREDITOR(s),  
SECURED PARTY(s), REAL PARTY(s) IN INTEREST

ICC File #RB 572 226 135 US Registered Return Receipt MAIL # RB 572 226 237 US

4. All parties are noticed under **Federal Rules of Civil Procedure (FRCP) 9 (h)** which leads to the **Supplemental Rules of Admiralty** that provide where a default exists and it is found that a hostile presentment, written or oral, is a criminal act.

**AFFIDAVIT OF NEGATIVE AVERMENT**

As of this date, **28th day of July 2009**, the undersigned has not received a timely response and answer by legal definition to the Libelant / Declarant's documents from the Libelees or any other agents. No attempt to settle has been made by Libelees.

**NOTARIAL PROTEST CERTIFICATE**

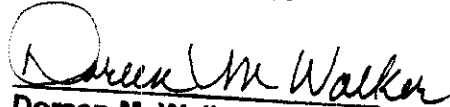
1. The **HOLDER IN DUE COURSE** has retained the Notary Public under private contract, authorized to certify dishonor of the NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY AGREEMENT/ CONTRACT File # **RB 572 226 135 US** and certify **Protest on CONTRACTUAL FINAL NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW**; and to further present this **ADMINISTRATIVE JUDGMENT BY ESTOPPEL** in accordance with UCC 3-509 Certified on **9<sup>th</sup> day of July, 2009**.
2. The notarized document NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY AGREEMENT, File # **RB 572 226 135 US**, sent **Registered Mail #RA 281 026 434 US**, **CONTRACTUAL FINAL NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW** was served by **Registered Mail # RB 572 226 223 US** to the Libelees as demand for payment on **20<sup>th</sup> day of July, 2009**.
3. This Notarized Document is the official **CERTIFICATE OF DISHONOR** of the NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY AGREEMENT, File #**RB 572 226 135 US** and the **ACCOUNTING AND TRUE BILL**, **Registered Mail #RB 572 226 223 US**.

OFFICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio  
ADMINISTRATIVE

REMEDY: Robert-Christopher: Reilly III, and Suzanne-Dorothy.: Reilly CREDITOR(s),  
SECURED PARTY(s), REAL PARTY(s) IN INTEREST  
CC File #RB 572 226 135 US Registered Return Receipt MAIL # RB 572 226 237 US

The above Affidavit is certified true, correct, complete, certain and not  
misleading, under the penalty of Perjury.

NOTARY WITNESS further sayeth naught.

  
Doreen M. Walker

Note: Notary Public Doreen M. Walker is not an attorney licensed to practice law in the state of California and has not  
given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced  
documents, and has no interest in any issue referenced therein. Doreen M. Walker is NOT a party to this action and is  
acting in an authorized capacity as liaison to communications between the parties.]

JURAT

State of California )  
Sacramento County ) SS

Subscribed and sworn to before me, this 28<sup>th</sup> day of July 2009 by Doreen M. Walker, the  
above named Affiant who proved to me, Elaine K. Schaefer, Notary Public, on the basis of  
satisfactory evidence, to be the person who appeared before me.

Elaine K. Schaefer  
Elaine K. Schaefer, Notary Public  
My Commission expires November 3, 2012



Embossed pages 1-6

2

Inst #: 200909240004663  
Fees: \$15.00  
N/C Fee: \$25.00  
09/24/2009 04:30:57 PM  
Receipt #: 70211  
Requestor:  
R REILLY III  
Recorded By: LEX Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN# 125-16-211-005

11-digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>

Notice of Apostille Re: MTC Financial Inc dba Trustees

Corp et. al

**Type of Document**

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

**Recording Requested By:**

ROBERT C. REILLY III

**Return Documents To:**

**Name** ROBERT C. REILLY III

**Address** 7617 KIOWA POINTE STREET

**City/State/Zip** LAS VEGAS, NEVADA 89131

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.



# State of California



## SECRETARY OF STATE

*Requested for use in Switzerland.*

*Not for use within the United States of America.*

The purpose of the Apostille is to certify the authenticity of the signature of the official signing the document, the capacity in which the official signing the document has acted, and, where appropriate, the identity of the seal or stamp.

### APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: *United States of America*  
*this public document*
2. *has been signed by Elaine K. Schaefer*
3. *acting in the capacity of Notary Public State of California*
4. *bears the seal/stamp of Elaine K. Schaefer, Notary Public, State of California*
5. *At Sacramento, California*
6. *the 11th day of August 2009*
7. *by Deputy Secretary of State, State of California*
8. *No. 713773*
9. *Seal/Stamp:*

### CERTIFIED

10. Signature

*Jana Bowen*  
Secretary of State

