

From: **John and Mary Smith**, man and wife, *suae potestate esse*,
Two of the sovereign People living in Oregon – hereinafter “**Demandants**”
In care of: Post Office Box xxxxx [zipcode]
City State,
United States of America

Service by: **USPS Overnight Mail Number EB 887479709 US**
[delivered at 10:45 a.m. on June 13, A. D. 2008 in Portland (01), Oregon, item was signed for by S. Saillant]

To: **Donna Carpenter**, *in esse*, d.b.a. President of Reconveyance Department, *in esse*; and, all other officers or employees, *in esse*, as agents of “FIRST AMERICAN TITLE INSURANCE COMPANY”, hereinafter “**Debt Collector**”, putatively lawfully acting for / on behalf of “MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.” solely as nominee for “HOMECOMINGS FINANCIAL NETWORK, INC.”, alleged beneficiary, hereinafter collectively “**respondent**”
c/o First American Title Insurance Company of Oregon
222 Southwest Columbia Street, Suite 400 [near: 97201]
Portland (01), Oregon,
United States of America

June 6, Anno Domini 2008

Notice of Default in Dishonor; Discharge of Obligation to Pay Instrument; and, Lawful Demand for Reconveyance

Regarding: Claim(s) made by “MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.” solely as nominee for “HOMECOMINGS FINANCIAL NETWORK, INC.” as the alleged owner or current holder-in-due-course of the Demandants’ original **Promissory Note** secured by the **Deed of Trust** dated “7/19/2005” against the private land and house commonly known as 21680 Northeast Interlachen Lane, Fairview, Oregon, owned by the Demandants.

Greetings **Donna Carpenter**, *in esse, et alia*,

This is a **Notice of Default in Dishonor** to the live agents of respondent upon the commercial Instrument entitled “Dispute of Debt and Proposed Structured Settlement”, accepted by the duly authorized agent of the Debt Collector at 8:38 a.m. on April 30, A. D. 2008 in Mission Hills, California, as evidenced by U.S. Registered Mail Number RB 477 243 415 US.

By the Terms and Conditions contained in the aforesaid commercial Instrument, the **duly authorized** live agent(s) of respondent was under obligation to timely and in good faith protest and/or honor Demandants’ Presentment within seventy-two (72) hours.

The failure of “HOMECOMINGS FINANCIAL NETWORK, INC.”, as the alleged owner or current holder-in-due-course of the Demandants’ original Promissory Note, to honor the Demandants’ Proposed Structured Settlement Offer, even after the Demandants, in **good faith**, have allowed the live agents of respondent an additional thirty (30) business days as an opportunity for “HOMECOMINGS FINANCIAL NETWORK, INC.” to cure its Fault, is an intentional **Dishonor** in Commerce, which places “HOMECOMINGS FINANCIAL NETWORK, INC.” in irrevocable Default in the instant private commercial Matter.

By the Debt Collector's principal’s Default, the live agents of respondent, joint and several, by operation of commercial Contract Law, are deemed to be acting in **bad faith**, in violation of public trust, bond, and/or ministerial duty to do that which is right, if said live agents fail to promptly reconvey, by a duly recorded Trustee’s Deed of Reconveyance, the private Land and House commonly known as **ADDRESS** back to the Demandants; or, proceed with any action, judicial or non-judicial, contrary to interests and property rights of the Demandants in the instant private commercial Matter.

Therefore this Presentment in Commerce is also a **Notice of Discharge of Obligation to Pay Instrument and Lawful Demand for Reconveyance** to the **live agents of respondent** upon any and all

commercial Instruments (*e.g.*, Promissory Note) between the Grantee and the Grantors, pursuant to the **Oregon Uniform Commercial Code** (ORS Chapters 71 through 79); including, **ORS 73.0308** for failure to bear the burden of proof of signature and status as holder or holder-in-due-course; **ORS 73.0309** for failing to prove the terms of the instrument and the right to enforce a lost, or destroyed instrument; **ORS 78.4050** for returning a certificated security lost, destroyed or wrongfully transferred; and, **ORS 73.0301** and **ORS 73.0603** for allowing **discharge** if tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the **tender is refused**.

Consequently, live agents of “HOMECOMINGS FINANCIAL NETWORK, INC.” **must** immediately **surrender** and return the following items to the Demandants **within** ten (10) days of the receipt by the Credit Provider of this **Notice of Default in Dishonor, Discharge of Obligation to Pay Instrument;** and, **Lawful Demand for Reconveyance**:

Surrender and return by the live agents of “HOMECOMINGS FINANCIAL NETWORK, INC.” of the properly **cancelled original Promissory Note** issued on “7/19/2005”, to the Makers of said Note, the Demandants herein, marked and certified “PAID IN FULL”.

A duly recorded Trustee’s Deed of Reconveyance, which reconveys the private Land and House commonly known as 21680 Northeast Interlachen Lane, Fairview, Oregon back to the Demandants.

Should the live agents of respondent, joint and several, fail, refuse or neglect to lawfully respond to this: **Notice of Default in Dishonor, Discharge of Obligation to Pay Instrument;** and, **Lawful Demand for Reconveyance**, the Demandants will enter a “Petition for Deposition Before Action” in the District Court of the United States in the district of Oregon, as the Demandants certainly desires “**to perpetuate testimony... to prevent a failure or a delay of justice...**”, pursuant to “RULE 27” of the Federal Rules of Civil Procedure and/or relevant corresponding Oregon Rules of Civil Procedure.

Of this private commercial Presentment the live agents of respondent, joint and several, should **take due Notice** and heed, and then govern themselves accordingly.

Fault: “American Law - Negligence; an or defect of judgment or of conduct; any deviation from prudence, duty, or rectitude; any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course, or act; bad faith or mismanagement; neglect of duty.” BLACK’S LAW DICTIONARY, Fourth Edition, Page 738.

Default: “By its derivation, a failure. An omission of that which ought to be done. Specifically, the omission or failure to perform a legal duty. The term also embraces the idea of dishonesty and of wrongful act.” Ibid, Page 505.

Discharge: “To release; liberate; annul; unburden; disencumber; dismiss. To extinguish an obligation (*e.g.*, a person’s liability on an instrument);” “BLACK’S LAW DICTIONARY”, Sixth Edition, Page 463.

Reconveyance: “The return of title and ownership in real estate to a party that previously held title to it.” Ibid, Page 1273.

Demand: “The assertion of a legal right; a legal obligation asserted in the courts. An imperative request preferred by one party to another, under a claim of right, requiring the latter to do or yield something or to abstain from some act.” Ibid, Page 429.

Stolen: “Acquired, or possessed, as a result of some wrongful or dishonest act or taking, whereby a person willfully obtains or retains possession of property which belongs to another, without or beyond any permission given, and with the intent to deprive the owner of the benefit of ownership (or possession) permanently.” Ibid, Page 1419.

Bad faith: “The opposite of ‘good faith’, generally implying or involving **actual or constructive fraud**, or a design to mislead or deceive another, or a neglect or refusal to fulfill some duty or some contractual obligation, not prompted by an honest mistake as to one’s rights or duties, but by some interested or sinister motive.” Ibid, Page 139.

Legal Tutorial to aid all live agents of respondent - Steps of Common Fraud:

Step 1. **Fraud in the Inducement** is intended to and which does cause one to execute an instrument, or make an agreement. The misrepresentation involved does not mislead one as the paper he signs but rather misleads as to the true facts of a situation, and the false impression it causes is a basis of a decision to sign or render a judgment [see: *e.g.*, Steven H. Gifis, "LAW DICTIONARY", Fifth Edition, Happaage: Barron's Educational Series, Inc., 2003, s.v. "Fraud"].

Step 2. Fraud in Fact by Deceit (Obfuscation and Denial) and Theft:

- **"Actual Fraud.** Deceit. Concealing something or making a false representation with an evil intent [scienter] when it causes injury to another. [see: *e.g.*, Steven H. Gifis, 'Law Dictionary', 5th Edition, Happaage: Barron's Educational Series, Inc., 2003, s.v. "Fraud".
- **"Tort of Fraudulent Deceit...** The elements of actionable deceit are: A false representation of a material fact made with knowledge of its falsity, or recklessly, or without reasonable grounds for believing its truth, and with intent to induce reliance thereon, on which plaintiff justifiably relies on his injury...". Source: Steven H. Gifis, "LAW DICTIONARY", Fifth Edition, Happaage: Barron's Educational Series, Inc., 2003, s.v. "Deceit".

Step 3. Theft by Deception and Fraudulent Conveyance:

Theft by Deception:

- **"Fraudulent Concealment...** The hiding or suppression of a material fact or circumstance which the party is legally or morally bound to disclose...".
- "The test of whether failure to disclose material facts constitutes fraud is the existence of a duty, legal or equitable, arising from the relation of the parties: failure to disclose a material fact with intent to mislead or defraud under such circumstances being equivalent to an actual 'fraudulent concealment'...".
- To suspend running of limitations, it means the employment of artifice, planned to prevent inquiry or escape investigation and mislead or hinder acquirement of information disclosing a right of action, and acts relied on must be of an affirmative character and fraudulent...".

Source: Black, Henry Campbell, M.A., "BLACK'S LAW DICTIONARY", Revised Fourth Edition, St. Paul, Minn., West Publishing Company, 1968, s.v. "Fraudulent Concealment".

Fraudulent Conveyance:

- **'Fraudulent Conveyance...** A conveyance or transfer of property, the object of which is to defraud a creditor, or hinder or delay him, or to put such property beyond his reach...".
- "Conveyance made with intent to avoid some duty or debt due by or incumbent on person (entity) making transfer...".

Source: Black, Henry Campbell, M.A., "BLACK'S LAW DICTIONARY", Revised Fourth Edition, St. Paul, Minn., West Publishing Company, 1968, s.v. "Fraudulent Conveyance"

Further the Demandants say naught.

Subscribed and solemnly affirmed under the general Laws of Oregon, and the Pains and Penalties of Punishment meted out by God Almighty for giving or making false Testimony, to be true, correct, and materially complete, on this [Twelfth](#) Day of the Sixth Month, in the Year of our Lord Jesus, The Christ, Two-thousand-eight; and, of the Independence of these united States of America, the two hundred and thirty-first, under restricted signature, that is to say, with all our Rights reserved and Remedies preserved,

JOHN AND MARY SMITH

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.....
Notice and Caveat: The use of the following Notary Public is only for identification of Demandants' natural bodies (state), to witness Demandants' affirmation to the truth of the statements made in the foregoing private commercial Instrument and to witness of Demandants' "wet ink" subscription to the foregoing private commercial Instrument, and such use **does not** grant any undisclosed authority or jurisdiction to anyone or anything.

Notary Public Certification and Jurat

state: **Oregon** }
 } solemnly subscribed and affirmed:
county: _____ }

Before me, _____, a Notary Public for the State of Oregon, do appear the above two people personally known to me (or by proper proof proved to me to be), respectively the Christian man, **JOHN SMITH** and his Christian wife, **MARY SMITH**, and they do solemnly attest and affirm the truth of the statements made in the foregoing commercial Instrument; and, I did then witness each one affix their personal subscription to said commercial Instrument on this **twelfth** day of June, Anno Domini 2008. The two Affiants also acknowledged the signing thereof to be their own voluntary act and deed for the lawful Purpose(s) stated therein, after signing the foregoing commercial Instrument in my presence.

Witness my hand, official stamp and notary seal: {official stamp} {notary seal}

NOTARY PUBLIC for STATE OF OREGON
My Commission expires: _____, A. D. 20____.