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Lake County )  
State Indiana )

) SS:

2014 049918

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 AUG 20 PM 12:00

MICHAEL D. BROWN  
RECORDER

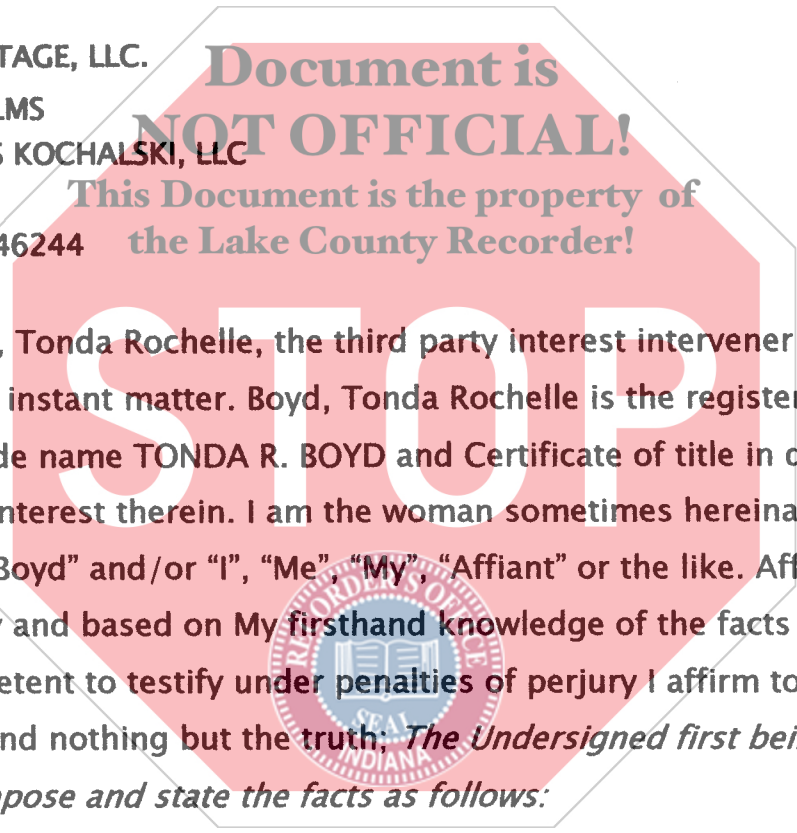
**COMMERCIAL AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT  
AND AFFIDAVIT AND NOTICE OF ACCEPTANCE FOR VALUE**

TO:

OCWEN LOAN SERVICING, LLC  
c/o: JEFFREY S. WILSON  
FEIWELL & HANNOY, P.C.  
251 N. ILLINOIS STREET, SUITE 1700  
INDIANAPOLIS, IN 46204-1944;

NATIONSTAR MORTGAGE, LLC.

c/o: SARAH E. WILLMS  
C/O: MANLEY BEAS KOCHALSKI, LLC  
P.O. BOX 441039  
INDIANAPOLIS, IN 46244



Now comes Boyd, Tonda Rochelle, the third party interest intervener and a real party in interest in this instant matter. Boyd, Tonda Rochelle is the registered owner of the ens legis and trade name TONDA R. BOYD and Certificate of title in question with a priority security interest therein. I am the woman sometimes hereinafter referred to as "Tonda Rochelle Boyd" and/or "I", "Me", "My", "Affiant" or the like. Affiant is Under My unlimited liability and based on My firsthand knowledge of the facts stated herein, to which I am competent to testify under penalties of perjury I affirm to state the truth, the whole truth and nothing but the truth; *The Undersigned first being duly sworn does herewith depose and state the facts as follows:*

RE: Presentment(s) letter concerning, MERS No. 100029500070258433;  
MIN No. 1002075-0000169772-9; OCWEN L.O.A.N. # 71471178;  
NATIONSTAR MORTGAGE L.O.A.N. # 0608324240 and Case No. 45D01-1011-MF-00605.

Page 1 of 5

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**Definitions:**

**“You” and/or “Your”** means: NATIONSTAR MORTGAGE, LLC. and all agents, authorized representatives and assigns; and OCWEN LOAN SERVICING, LLC. and all agents, authorized representatives and assigns.

**“Promissory Note”** means: an instrument that evidences a promise to pay a monetary obligation, does not evidence an order to pay, and does not contain an acknowledgment ...[ Definition from From UCC 9(65)].

**“Instrument”** means: a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment. [Definition from UCC 9(47)].

**AFFIDAVIT**

1. That I am in receipt of your correspondence dated, but not exclusive to, August 9, 2013, August 21, 2013 and July 17, 2014 and in looking through the documents you sent for Me, I did not find your check or money order enclosed, neither was there any indication of the holder of your replevin bond, Therefore I am Accepting For Value your presentment(s) evidenced by my endorsement.
2. That You do know or should have known that your corporation is operating in bankruptcy, therefore the attached and all past and present presentments from the OCWEN LOAN SERVICING, LLC. and/or NATIONSTAR MORTGAGE, LLC. that have ever been addressed to TONDA BOYD are Accepted For Value, nunc pro tunc, and You have My permission to use my prepaid exemption account (aka SSN) for processing.
3. That upon My acceptance of your offer(s) you are obligated to adjust the above regarding, and I demand that you provide to me the product(s) of your offer(s).
4. I have supplied my tax exemption for the adjustment of the account, you are required to do so forthwith. In accordance with Public Policy and House Joint Resolution 192, refer to UCC 10 - 104, you have an obligation to provide a remedy for your created liability.

5. That your refusal to adjust the above regarding will serve to create the funds in your involuntary bankruptcy, as well as and upon your consent and agreement, and you may consent by simply remaining silent, you may agree to tender over to Me the amount of \$1,000,000.00 in usable U.S. currency should you fail to comply with the terms set forth herein within 10 business days, or agree by remaining silent.
6. That in accords with the United States Constitution there can be made no law impairing the obligation of contract. This is a contract, you made an Offer I have accepted your offer(s) For Value in the entirety, and My signature (See Below) and/or the attached Promissory Note provides the Valuable Consideration which amounts to close of escrow on your account.
7. That I have issued and attached a monetary "instrument" valued at \$300,000.00 dollars U.S. (See attached).

**NOTICE:** You are instructed to utilize the attached "Promissory Note" to "SETTLE, ADJUST AND CLOSE" the above regarding forthwith.

8. That the UNITED STATES is bankrupt; the STATE OF INDIANA is bankrupt; the OCWEN LOAN SERVICING, LLC. is bankrupt; NATIONSTAR MORTGAGE, LLC. IS BANKRUPT; and TONDA R. BOYD is bankrupt.
9. That the fundamental principle of bankruptcy is that there can be no adversarial proceedings in bankruptcy. The dishonor of my acceptance is adversarial and obstruction of bankruptcy. Any Dishonor of my acceptance will serve to fund the involuntary bankruptcy against your public hazard bond and the liquidation of your equity.

That You are the holder of My remedy, and as such you are my fiduciary. Please honor My instrument(s) and issue a check to settle the above regarding and send My copy of the 1099 OID so that It may be disclosed to Me who is the fiduciary creditor and who is the fiduciary debtor in this matter.

**NOTICE:** I am taking this opportunity to make myself perfectly clear with full disclosure, clean hands and no intent to mislead and in good faith that I will not allow the transfer of the principal obligation from You to TONDA R. BOYD; the OCWEN

LOAN SERVICING, LLC. and/or NATIONSTAR MORTGAGE, LLC has failed to prove up on the claim against TONDA R. BOYD and OCWEN LOAN SERVICING, LLC. and/or NATIONSTAR MORTGAGE, LLC. has not proved a loss upon which to base a claim for money, and Affiant believes there is no evidence to the contrary and Affiant believes evidence to the contrary does not exist.

NOTICE: I believe OCWEN LOAN SERVICING, LLC. and/or NATIONSTAR MORTGAGE, LLC. is/are making a fraudulent claim, and it appears that OCWEN AND NATIONSTAR MORTGAGE, LLC. has acted and continues to act in bad faith. I am providing opportunity to cure your dishonor in commerce, BY SETTLING AND CLOSING THE ACCOUNT and issue the order of the court to me if you have any questions about the process for settling and closing the account I suggest you seek competent legal advice. Affiant has provided you with all the necessities for settling and closing the above regarding and Affiant believes there is no evidence to the contrary and Affiant believes evidence to the contrary does not exist.

**CONCLUSION**  
My acceptance of your Offer(s) is the satisfaction of any claim against the limited liability corporation TONDA R. BOYD, and you, OCWEN LOAN SERVICING, LLC. and/or NATIONSTAR MORTGAGE, LLC. are estopped from continuation of collection processes on your purported claim. Any further action on your part in this matter will be an injury to Boyd, Tonda Rochelle an intervening third-party Grantor and beneficiary, and real party in interest who has a priority claim against TONDA R. BOYD, and a perfected security interest against the debtor TONDA R. BOYD, and Affiant believes there is no evidence to the contrary and Affiant believes evidence to the contrary does not exist.

Affiant further says Not.

**Jurat**

I, Your Affiant, the woman herein referred to as Boyd, Tonda Rochelle a real party in interest, being of lawful age and competent to testify, verify under penalty of perjury that the factual averments in the foregoing are truthful, accurate and factual to the best of my knowledge and not intended to be misleading.

By Affiant: Boyd, Tonda Rochelle, A.R., UCC 1-308  
Boyd, Tonda Rochelle , UCC 1-308

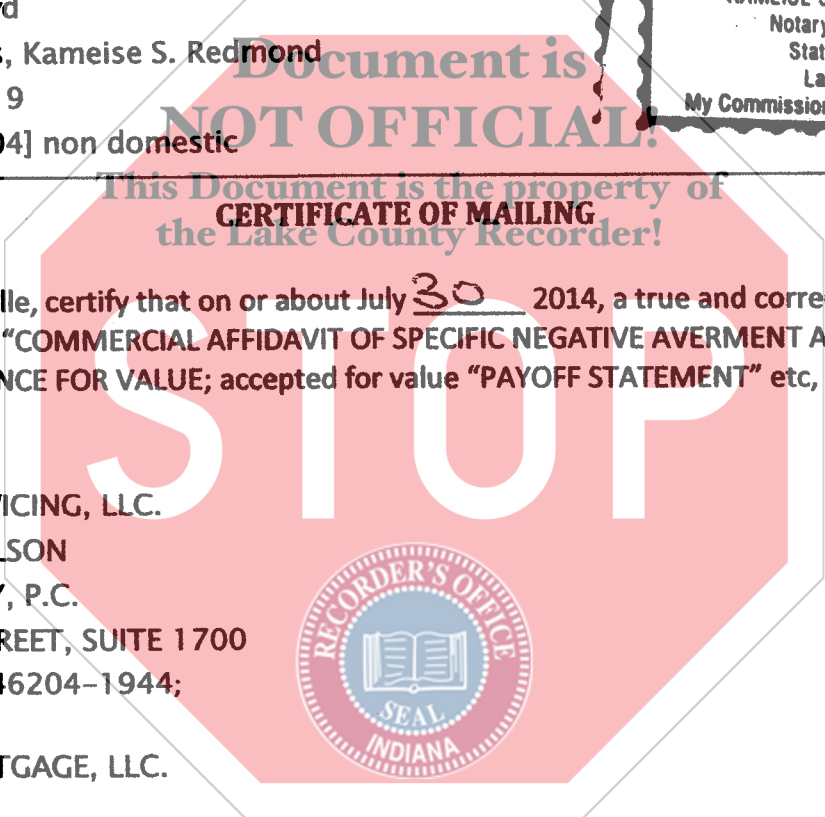
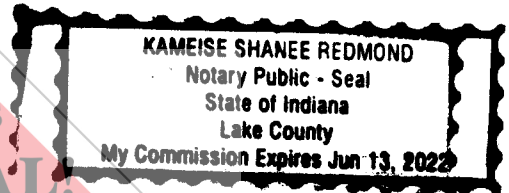
Subscribed and sworn to before me by the below signed Notary, under the laws of the united States of America and the state Indiana, and after providing appropriate evidence that she is the woman executing the herein Affidavit, the oath thereof is hereby witnessed by my hand and seal on this day of July, 30 2014.

Kameise Shanee Redmond  
Notary Signature

(Notary Seal/Stamp)

All responses must be addressed exactly as follows:

Tonda Rochelle Boyd  
c/o: Notary Witness, Kameise S. Redmond  
Post Office Box 4419  
Gary, Indiana [46404] non domestic



I, Boyd, Tonda Rochelle, certify that on or about July 30 2014, a true and correct copy of the above and foregoing "COMMERCIAL AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT AND AFFIDAVIT OF NOTICE OF ACCEPTANCE FOR VALUE; accepted for value "PAYOFF STATEMENT" etc, were addressed to:

OCWEN LOAN SERVICING, LLC.  
C/O: JEFFREY S. WILSON  
FEIWELL & HANNOY, P.C.  
251 N. ILLINOIS STREET, SUITE 1700  
INDIANAPOLIS, IN 46204-1944;

NATIONSTAR MORTGAGE, LLC.  
SARAH E. WILLMS  
C/O: MANLEY BEAS KOCHALSKI, LLC  
P.O. BOX 441039  
INDIANAPOLIS, IN 46244

Tonda Rochelle Boyd, A.R., UCC 1-308  
Tonda Rochelle Boyd, UCC 1-308



Michael B. Brown

Recorder of Deeds  
Lake County Indiana  
2293 North Main Street  
Crown Point, In 46307  
219-755-3730  
fax: 219-648-6028

# Certification Letter

State of Indiana )  
                          ) SS  
County of Lake )

This is to certify that I, Michael B. Brown, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of a

**COMMERCIAL AFFIDAVIT**

**Document is NOT OFFICIAL!**

**This Document is the property of the Lake County Recorder!**

as recorded as 2014-049918 ON AUGUST 20, 2014

as this said document was present for the recordation when MICHAEL B. BROWN

was Recorder at the time of filing of said document

Dated this 20TH day of August, 2014

  
Deputy Recorder





Michael B. Brown, Recorder of Deeds  
Lake County Indiana

Form # 0023 Revised 5/2002