

**NOTICE OF TENDER FOR SETOFF  
AND NOTICE OF FIDUCIARY APPOINTMENT  
AND NOTICE OF SETTLEMENT OFFER**

A LAWFULLY BINDING CONTRACT OFFER

**PRIVATE AND CONFIDENTIAL**

This is a private communication between the parties.  
Notice to agent is notice to principal. Notice to principal is notice to agent.

Date of Notice: \_\_\_\_\_

**CLAIMANT:** John Henry Doe, c/o Linda Smith Notary, Notary Public, 123 Notary Street, Town, NJ 07354

**RESPONDENT(S):**

<p>Joseph C. Motter, Chief Executive Officer, d/b/a: ABC BANK CORPORATION, d/b/a: ABC BANK CORPORATION 444 East Brazil Nut Street, Buckingham, CA 91111 (Explicitly marked "PRIVATE &amp; CONFIDENTIAL") <b>Service by Registered Mail # RB 333 444 555 US</b> <b>Restricted Delivery</b></p>	<p>Cc: Bill Beckmann, President and CEO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC PO Box 2026, Flint, MI 48501-20261 <i>Explicitly Marked "PRIVATE &amp; CONFIDENTIAL"</i> <b>Registered Mail # RE 664 343 558 US</b> <b>Restricted Delivery</b></p>
<p>Cc: Frank Lemming, Exective Vice President, Director of Corporate Finance and Treasurer at BBC BANK, Inc. d/b/a: BBC Bank, Inc. 531 South Pond Lane, Pasadena, CA 91100 (Explicitly marked "PRIVATE &amp; CONFIDENTIAL") <b>Service by Registered Mail # RR 987 777 787 US</b> <b>Restricted Delivery</b></p>	<p>/// /// ///</p>

In the matter of:

ABC BANK CORPORATION, Loan No. 888888888888;  
for the Real Property commonly known as 777 Magic Street Place, Authorville, Illinois 60383;  
ACCOUNT HOLDER: JOHN H DOE/\*\*\*.\*\*-5338;  
(Assessor's Parcel Number 11-31-321-009) COUNTY OF Lake, STATE OF Illinois;  
Assigned to: ABC BANK CORPORATION, ACCOUNT NO. 888888888888;  
M.E.R.S. MIN# 1000554012429440;  
Date of Mortgage: September 6, 2006  
Mortgage Recorded On: September 26, 2006 recorded in COUNTY OF Lake, STATE OF Illinois;  
Mortgage Instrument #: Doc Number 836393;  
Original Loan No. 124219442 with BBC Bank, Inc.

hereafter referred to as "ACCOUNT".

Attention RESPONDENT(s):

This NOTICE OF TENDER FOR SETOFF AND NOTICE OF FIDUCIARY APPOINTMENT AND NOTICE OF SETTLEMENT AGREEMENT OFFER (this "NOTICE") is six (6) leaves/pages in content; executed by John Henry Doe and for presentment to the RESPONDENT(S).

This NOTICE is also the Claimant's Express Contract OFFER (this "OFFER") to the RESPONDENT(S), both jointly and severally; and is legally binding and intended to entail legal consequences. All References to the above ACCOUNT shall be lawfully binding to all the RESPONDENT(S). All References to one or more of the RESPONDENT/(S) in this OFFER shall be lawfully binding to all RESPONDENT(S), and all RESPONDENT(S) shall be liable jointly and severally. All RESPONDENT(S) may have responsibilities jointly and severally.

If you have an Interest in this ACCOUNT you may have lawful duties and obligations to respond or it may entail lawful consequences such as the loss of all of your Interest in the ACCOUNT. You are hereby instructed to take heed and govern yourself accordingly.

Warning: Any actions taken by the RESPONDENT(S), regarding the ACCOUNT, without providing a verified response, may unlawfully prejudice the CLAIMANT'S rights, titles, and interests, and subject the RESPONDENT(S) to liabilities for trespass.

**Fiduciary Appointment and Authorization:**

I hereby appoint Joseph C. Motter, Chief Executive Officer, d/b/a: ABC BANK CORPORATION as my fiduciary, and grant and invest the full authority to faithfully execute the setoff, settlement, and closing of ACCOUNT, to faithfully execute all the duties set forth herein with the authorities granted herein for the setoff, settlement, closure, and discharge of all claims, and debts owing are done so in the best interest of the United States Treasury for the Republic.

**Authority of Fiduciary:**

As the Fiduciary I hereby grant to you the following authorities:

1. You are hereby authorized to delegate or sub-delegate any of the authorities granted herein to any third party of your choosing, provided that any such delegation or sub-delegation is made in writing.
2. You are hereby authorized to negotiate, endorse and ledger the instruments, enclosed herewith to settle, discharge, and close the account.
3. You are hereby authorized to use the accounting and routing numbers and/or bond numbers provided on the Instruments to settle and close the account.
4. You are hereby authorized to release to the Principal, any and all funds and/or assets remaining after settling and closing the ACCOUNT.

**Fiduciary Orders and Instructions:**

As Fiduciary you are instructed and directed to perform the following duties within three (3) days of the postmarking of this Contract.

1. The Fiduciary is directed to negotiate, endorse, and/or ledger the Instruments to setoff, settle, to the affect of discharging debts, obligations, or liabilities associated with the ACCOUNT, for the benefit of the Beneficiary; and
2. To release any and all funds and/or assets remaining after the setoff, settlement and closure of the ACCOUNT to the Principal.

**Indemnification of the Fiduciary:**

The Principal and Beneficiary hereby indemnify the performance of the Fiduciary in regards to the authorities granted herein and the duties set forth.

**Acceptance and Refusal:**

This Contract shall be deemed accepted by the Fiduciary if a refusal to the appointment, authorities, and duties is not received by the Principal at the address given above within ten (10) days of the postmark of this Contract. Any refusal of this Contract must be accompanied by a sworn affidavit, signed under penalty of perjury, and stating that the Fiduciary does NOT have the capacity, authority, obligation, and duty to perform as directed under this agreement. If the Fiduciary needs additional time to perform the duties set forth in this Contract, the Fiduciary may request said additional time by written request to the Principal within ten (10) days from the postmark of this Contract and said request must provide good cause. Any requests for additional time shall not exceed thirty (30) days from the postmark of this Contract. The Principal reserves the right to deny any request for additional time-mark of this Contract. I reserve the right to deny any requests for additional time.

**Liability of the Fiduciary:**

Should you fail to perform the fiduciary duties and the duties required by your acceptance of the commercial instruments, within the time allowed (14 days), then it shall comprise your agreement to the following:

1. Your waiver of all rights, defenses, and immunities.
2. Your acceptance of personal liability on the instruments up to ten (10) time the face value of the Instruments.
3. Your acceptance of being named a lien debtor in a UCC-1 commercial lien for the amount in default as well.
4. Your understanding that the issuer of the bond shall file a suspicious activity report will be filed with the IRS and the United States Treasury reporting your failure to ledger or misappropriation of the funding and breach of administrative and fiduciary obligations.
5. Your acceptance that your public hazard bond and/or limited liability insurance policy shall be surety for any liens or levies executed by me for the breaching to this contract.
6. Your acceptance that your real property, personal property, fixtures, and accounts shall be surety for any liens or levies executed by the Principal for the Fiduciary's breach of this Contract.

**Rights and Remedies:**

Secured Party Creditor shall have all the right and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as it has been adopted in the state where part or all of the collateral is located or presumed to be located, including but not limited to the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to Secured Party Creditor may be exercised singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion of Secured Party Creditor.

**Governing Law and Severability:**

Private International Law shall govern and enforce this Contract. Should applicable laws deem any part or portion of this Contract as invalid or unenforceable, the remaining provisions shall not be affected, and shall not be affected, and shall be enforced to as great an extent as possible.

**Private Tender Instrument Enclosed:**

Enclosed herewith is a Private Registered Setoff Bond # LK1142013 Registration Number RB 333 444 555 US, hereinafter "TENDER", and is now submitted for the setoff of ACCOUNT to: Joseph C. Motter, Chief

**NOTICE OF TENDER FOR SETOFF AND NOTICE OF FIDUCIARY APPOINTMENT AND NOTICE OF SETTLEMENT OFFER**

Executive Officer, d/b/a: ABC BANK CORPORATION, ABC BANK CORPORATION, 444 East Brazil Nut Street, Buckingham, CA 91111. The TENDER is enclosed and is strictly PRIVATE AND CONFIDENTIAL.

A record of the registration of the CLAIMANT'S interest and assignment of the TENDER is enclosed herewith on the accompanying UCC-1 and UCC-3 forms (Original UCC Filing Number 1277777777777).

Therefore, the undersigned CLAIMANT requests that the balance of the ACCOUNT be adjusted to Zero dollars (\$0.00) to reflect the ledgering of said TENDER.

If RESPONDENT(S) do not believe said TENDER has discharged all obligations of said ACCOUNT, RESPONDENT(S) may have a right to appeal CLAIMANT'S claim of a \$0.00 balance, if within ten (10) days of receipt of this notice, RESPONDENT(S) fulfill their duty to show proof of either one of the following:

- 1) identify any and all defects in said EXHIBIT to which prove a lack of Setoff for ACCOUNT;
- 2) produce a NOTICE OF DISHONOR from Drawee of said TENDER.

**Request Regarding an Authentic Statement of Account:**

Enclosed herewith is a Request Regarding an Authenticated Statement of Account Pursuant to the Uniform Commercial Code § 9-210 and its implementation in the State of Illinois, as a record authenticated by the Debtor requesting that the RESPONDENT(S) approve or correct the statement. RESPONDENT(S) have fourteen (14) days to comply with this request and provide an authenticated record.

If the Request Regarding a Statement of Account is not corrected by the RESPONDENT(S) within Fourteen (14) days, then it shall be deemed accepted and/or approved. Respondent's failure to respond within Fourteen (14) days of the postmark of the presentment of this Notice of Tender for Setoff shall cause the Claimant to have executed a Certificate of Non-Response and Certificate of Non-Performance by the Notary listed below. Said Certificate of Non-Response and/or Non-Performance shall serve as evidence of the Respondent's acceptance and/or approval of this Notice of Tender for Setoff and the enclosed Request Regarding a Statement of Account.

Upon the Respondent's acceptance of the Request Regarding a Statement of Account, the Respondent shall:

- 1) credit the remaining balance for the ACCOUNT with the TENDER; and
- 2) discharge any and all public and private claims, levies, liens with JOHN H DOE/\*\*\*-\*\*-5338 resulting from any ACCOUNT and all variations and derivatives thereof; and
- 2) give proper public notice of the satisfaction of all obligations on the ACCOUNT by JOHN H DOE/\*\*\*-\*\*-5338 by executing or causing to be executed a Discharge of Mortgage regarding JOHN H DOE/\*\*\*-\*\*-5338 and all variations and derivatives thereof; and to file said documents in the office of the Lake County Recorder Office, State of Illinois within twenty (20) days; and
- 3) file all documents required under contract for a full satisfaction of the ACCOUNT, for the Property 777 Magic Street Place, Authorville, Illinois 60383, and to file said documents in the office of the Lake County Recorder Office, State of Illinois within twenty (20) days; and
- 4) execute any and all procedures for the discharge of all liens and levies or retainers in the ACCOUNT to which the RESPONDENT(S) have an interest or claim; and rescind any Notice of Default, Notice of Sale,

Notice of Intent to Foreclose regarding the real property commonly known as: 777 Magic Street Place, Authorville, Illinois 60383 (County of Lake Assessor's Parcel No. 11-31-321-009); and

5) rescind any Notice of Fault, Notice of Default, Notice of Delinquency, Notice of Intent to Forceclose Mortgage; and to rescind and/or forgive Claimant for any and all non-performance regarding the obligations of said ACCOUNT, and to rescind any and all negative reporting of late payments, non-payments, or non-performance of said ACCOUNT; and

6) rescind all delinquent status reporting, late payments, non-payments, default status, non-performance, or any other negative reporting of said ACCOUNT which was reported by RESPONDENT(S) to any and all of the three Credit Bureaus listed below:

*Experian, 475 Anton Blvd., Costa Mesa, CA 92626, 1-714-830-7000, 955 American Lane, Schaumburg, IL, 60173, 1-224-698-5600 [www.experian.com](http://www.experian.com)*

*TransUnion, 555 W. Adams St., Chicago, IL 60661-3614, +1-312-985-2000, [www.transunion.com](http://www.transunion.com)*

*Equifax, 1550 Peachtree Street, N.W., ATLANTA, GA 30309, +1-404-885-8000 (Phone), +1-404-885-8682 (Fax), <http://www.equifax.com>*

7) credit funds in escrow to the appropriate party that it is due such as: Home Owners Insurance, Condominium Dues, and/or County Property Tax agency and cause to be sent to the CLAIMANT an updated balance of said accounts, or to return the credit to CLAIMANT so that CLAIMANT can make the appropriate payments for insurance and/or property taxes ongoing.

8) RESPONDENT(S) shall give notice to the CLAIMANT of the filing of the Discharge of Mortgage, and Rescinding all said Negative Reporting by mailing certified copies of said instruments to the CLAIMANT through the Notary Public listed below. RESPONDENT(S)' failure to give notice to the CLAIMANT, within Fourteen (14) days of the postmark of this presentment, of the filing of said instruments shall be deemed a failure to perform and shall cause the CLAIMANT to have executed a Certificate of Non-Response and/or Certificate of Non-Performance, by the Notary Public listed below, said Certificate(s) shall serve as evidence of the RESPONDENT(S)' acceptance and/or approval of the granting and conveying of the Specific Power of Attorney mentioned above.

**[REMAINDER OF DOCUMENT IS PROPRIETARY,  
CONFIDENTIAL, and NOT FOR PUBLIC DISTRIBUTION]**

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## REQUEST REGARDING A STATEMENT OF ACCOUNT

To:

Joseph C. Motter, Chief Executive Officer, d/b/a: ABC BANK CORPORATION, d/b/a: ABC BANK CORPORATION 444 East Brazil Nut Street, Buckingham, CA 91111 (Explicitly marked "PRIVATE & CONFIDENTIAL") <b>Service by Registered Mail # RB 333 444 555 US</b> <b>Restricted Delivery</b>	Cc: Bill Beckmann, President and CEO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC PO Box 2026, Flint, MI 48501-20261 <i>Explicitly Marked "PRIVATE &amp; CONFIDENTIAL"</i> <u>Registered Mail # RE 664 343 558 US</u> <b>Restricted Delivery</b>
Cc: Frank Lemming, Exective Vice President, Director of Corporate Finance and Treasurer at BBC BANK, Inc. d/b/a: BBC Bank, Inc. 531 South Pond Lane, Pasadena, CA 91100 (Explicitly marked "PRIVATE & CONFIDENTIAL") <b>Service by Registered Mail # RR 987 777 787 US</b> <b>Restricted Delivery</b>	///  ///  ///

From: John Henry Doe

Regarding: Loan From: ABC BANK CORPORATION, Loan No. 888888888888;  
 for the Real Property commonly known as 777 Magic Street Place, Authorville, Illinois 60383;  
 ACCOUNT HOLDER: JOHN H DOE/\*\*-\*\*-5338;  
 (Assessor's Parcel Number 11-31-321-009) COUNTY OF Lake, STATE OF Illinois;

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Pursuant to the Uniform Commercial Code § 9-210 and its implementation in the State of Illinois, this is a record authenticated by the debtor requesting that the recipient approve or correct a statement indicating what the debtor believes to be the aggregate amount of unpaid obligations secured by collateral as of a specified date and reasonably identifying the transaction or relationship that is the subject of the request. Recipient has fourteen (14) days to comply with this request and provide an authenticated record. If a response is not received in the time provided, your non-response will be construed as your tacit acquiescence and your acceptance and honoring of this instrument as a true Statement of Account.

### STATEMENT OF ACCOUNT:

<b>Date:</b>	February 17 <sup>th</sup> , 2013
<b>Original Creditor:</b>	BBC BANK, INC., Original Loan No. 124219442
<b>Assignee:</b>	ABC BANK CORPORATION, Account No. 88888888888
<b>MERS Min No.:</b>	1000554012429440
<b>Debtor:</b>	JOHN H DOE/**-**-5338
<b>Balance Due:</b>	\$0.00

IN WITNESS WHEREOF I hereunto set my hand and seal on this \_\_\_\_\_ day of the \_\_\_\_\_ month in the year two thousand and thirteen and hereby certify all the statements made above are true, correct and complete under the penalty of perjury in the laws of the united States of America.

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John Henry Doe