Undersigned:

Crystal Lynn Mullins

1775 west Stroud Road

Caruthers, California

Non-domestic without the U.S.

<ecowars.novel@gmail.com>

(559) 281-0659

THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES

NOTICE TO AGENT IS NOTICE TO PRINCIPAL ••• NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

*NOTICE*

**CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE**

**And REQUEST TO ABATE PUBLIC PROCEEDINGS INCLUDING BUT NOT LIMITED TO hearing dated: August 21, 2012 at 9:00 a.m., Case #DC 2012 000544, 000545, 000546 St Clair (Pell City) County Criminal Court**

Date: August 4, 2012

Respondent: Richard Minor, Prosecuting District Attorney

1815 Cogswell Ave Suite 221

Pell City Alabama 37902

**Certified Mail #**

Re: Request to appear dated: **June 20, 2012** , **And REQUEST TO ABATE PUBLIC PROCEEDINGS, And Notice of Counterclaim**

COMES NOW, Crystal Lynn Mullins, Secured Party Creditor and Executive Trustee for the private trust known as CRYSTAL L. MULLINS, hereinafter “Undersigned”. The Undersigned received correspondence regarding “Request to appear dated: **June, 20 2012** **,** a copy attached hereto and incorporated herein by reference as “Exhibit A”, hereinafter “OFFER” from Annette Hall, CRIMINAL COURT CLERK, hereinafter “Respondent”.

The Undersigned conditionally accepts the Respondent’s OFFER upon proof of claim that:

1. This matter was not setoff, settled and closed on June, 8 2012 when Undersigned Accepted for value, Returned for value, for setoff, settlement, and Closure of all charges.

At this time the Undersigned is requesting abatement of your public proceedings processes, including but not limited the hearing of August, 21 2012 at 9:00 a.m., pending the outcome of the Counterclaim that is attached hereto and contained herein as “Exhibit B” hereinafter. You may reach the Undersigned at phone number supra. Please advise the Undersigned of Respondent’s acceptance of the Undersigned’s request for abatement of Respondent’s process due to the matter being settled and further consideration of the matter does not constitute barratry on the court and an attempt to stultify the creditor. If the Undersigned does not hear from Respondent to the contrary in writing, it is agreed that the matter is abated pursuant to the terms and conditions of this letter.

Respondent has ten (10) days from receipt of this **CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE**, hereinafter “NOTICE”, and the enclosed **AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT**, hereinafter “AFFIDAVIT”, to respond on a point-by-point basis, via sworn affidavit, under Respondent’s full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. If an extension of time is needed by the Respondent to properly answer, please request said time extension in writing to the Undersigned. All responses must be mailed to the Undersigned through the third party witness and address given below.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative

**Please direct response to :**

Crystal Lynn Mullins

1775 west Stroud Road

Caruthers, California

Non-domestic without the U.S.

Cc: Wilson Tommie Jean

St Clair County Courthouse

1815 Cogswell, Ave

Pell City, Alabama

**U.S.P.S. First Class Pre-Paid Mail**

**AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT**

The undersigned Affiant, Crystal Mullins, hereinafter “Affiant”, does solemnly affirm, declare and state as follows:

1. Affiant is competent to state the matters set forth herein;

2. Affiant has knowledge of the facts stated herein;

3. All the facts herein stated are true, correct and complete, admissible as evidence. If called upon as a witness, Affiant will testify to their veracity;

4. Tender for setoff, settlement, and closure of an obligation tendered and refused is not a debt discharged [UCC 3-603 “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, there is discharge, to the extent of the amount of the tender.”] making further public prosecution moot;

7. Failing to accept the Undersigned’s acceptance of the original charging instrument (which is accepted for value returned for value) does not constitute incurring personally all liability or damages for the Undersigned/defendant for non-appearance.

FURTHER AFFIANT SAYETH NOT.

**Commercial Affidavit Oath and Verification**

Alabama Republic )

) affirmed and subscribed:

St Clair County )

I, Crystal Lynn Mullins, Secured Party Creditor, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, affirm, state, and declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

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Crystal Lynn Mullins, Secured Party Creditor ALL RIGHTS RESERVED

**JURAT**

State of Alabama )

) ss:

St Clair County )

ON THIS 4th DAY of August, 2012, before me, the undersigned Notary Public, personally appeared Crystal Mullins and provided satisfactory evidence that she was that individual. In my presence she execute the foregoing instrument for the purposes stated therein and acknowledged that said execution was by her free act and deed.

Witness my hand and official seal.

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