

# CONTRACT LAW SOLUTIONS LLC

c/o: PO BOX 349  
CARLE PLACE, NY 11514  
Tel: 631-741-1757

## APPLICATION COVER SHEET

CLIENT Names as Exactly listed on the Loan: \_\_\_\_\_

CLIENT Middle Name: \_\_\_\_\_

CLIENT pre-married LAST NAME: \_\_\_\_\_

CLIENT CURRENT Legal LAST NAME: \_\_\_\_\_

NAME as it is Legally on your Social Security Card: \_\_\_\_\_

NAME as it is Legally on the Account: \_\_\_\_\_

NAME as it is listed exactly on your Social Security Card: \_\_\_\_\_

Client Social Security #: \_\_\_\_\_

RED Letter & Numbers on the BACK of Your Social Security Card: \_\_\_\_\_

ADDRESS For Us to Contact You: \_\_\_\_\_

Street number and name

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

**County** (that you'll get your signature on the documents Witnessed and Notarized):

**(County NOT Country):** \_\_\_\_\_

Telephone # (Home) \_\_\_\_\_

Cellular # (or Work) \_\_\_\_\_

Monthly Date of next Credit Card/Loan Payment: \_\_\_\_\_

Total Amount to Pay Off Debt in Full: \_\_\_\_\_

Name of Creditor/Bank mortgage was originally with: \_\_\_\_\_

ACCOUNT NUMBER/s for the Debt/Bank (For Court – it's the "Case Number"): \_\_\_\_\_

**PLEASE ATTACH A COPY OF THE PROPERTY FILE FROM THE COUNTY CLERK OFFICE – OR EMAIL DOWNLOAD COPIES. MUST INCLUDE ALL MORTGAGE, ASSIGNMENTS, LIENS, UCC FILINGS, AND LIS PENDIS ON PROPERTY**

# CONTRACT LAW SOLUTIONS LLC

PO BOX 349  
309 WESTBURY AVENUE  
CARLE PLACE, NY 11514  
Tel: 631-741-1757

## Memorialization of Agreement CONTRACT LAW SOLUTIONS LLC and CLIENT

### AGREEMENT

**CONTRACT LAW SOLUTIONS LLC** agrees to utilize its best efforts to settle all associated debt in the attached Debt Relief Application(s) for client and obtain a full satisfaction, discharge, and eradication of the debt owed by the client. If a full eradication or elimination of debt can not be obtained with the full best efforts by CONTRACT LAW SOLUTIONS LLC, then settlement on a partial reduction in the debt will be offered to the client and obtained.

### CLIENT RESPONSIBILITIES

We are not a loan modification company and are not modifying the loan. The process is based upon certain contract law regulations, which are not known to the general public. Orientation and tutorials will be provided to our clients, and it is the Client's responsibility to utilize the study material to become fully aware of the processes. The Client's failure to study the materials may result in their inability to make clear judgments and/or their sole relying on the information relayed via CONTRACT LAW SOLUTIONS representative. We strongly encourage each Client to make their own decisions and all actions and results (or lack thereof) are 100% the responsibility and liability of the client.

Client will have the responsibility of having access to a Fax Machine, Scanner, Telephone, and E-mail. Client shall have the responsibility of timely signing, notarizing, and returning all documents within the time frame necessary for the proper execution of said documents. Client must collect all communication from the Mortgage company, law firms, or any third party interveners (Debt collectors, Courts, etc), regarding the Mortgage and/or Foreclosure. Client must notify CONTRACT LAW SOLUTIONS LLC agent/s of the notices within 24 - 48 hours, and the forwarding of said notices shall be sent via Fax at 888-511-9098 or via E-mail to [contact@UnderstandContractLawAndYouWin.com](mailto:contact@UnderstandContractLawAndYouWin.com)

When providing documents on the mortgage property file from the county, via paperwork, email, or fax, it is the client's duty to follow the following criteria. Your fax MUST be right-side up as opposed to upside down. If you are unsure please test the fax machine you are using; test it yourself first before faxing us documents upside down. You MUST also have a cover page with your Name/Phone/Email, and a detailed description of what you are Faxing, including an itemized list of all documents including "Mortgage Note" "Assignment Note" "Deed" etc., and how many pages each respective document(s) are. Failure to do so and failure to include everything from the property file may lead to overlooking certain pertinent information about your mortgage and jeopardize your process.

**To re-iterate, on all faxes or mailing of Property Files/Any Documents, Your Cover Page should include:**

- 1) Your Name
- 2) Your Phone

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- 3) Your Email
- 4) Detailed Description of What you are Faxing
- 5) Number of Pages of each document you are faxing

### CUSTOMER SERVICE

We will also provide a nearly 24 hour customer service hotline for any questions our clients may have. The contact for 24 hour customer service is 631-741-1757. No other access numbers shall be deemed a reliable 24 hour customer service, however other direct numbers to other representatives in the company will be offered and provided. You will have access to speak with the Customer Service Consultant, the Chief Operating Manager, the Processer working on your paperwork, as well as the third-party Presenter/Custodian who will be keeping a record of your entire process. The contact information will be offered as need be as your process goes forward.

### ACCOUNT AUTHORIZATION

If the Client feels that they might have difficulty being readily available to execute and sign documents, sign and notarize documents, fax documents, be on the telephone, or visit a post office or FedEx to send Express Mail quickly and expeditiously; CONTRACT LAW SOLUTIONS LLC will, at no additional charge, set up a Power of Attorney in Fact and Account Authorization with the Spouse or close family member in order to have your spouse communicate with us and/or the bank, and to assist our team in properly completing the process expeditiously.

### ADMINISTRATIVE PAYMENT

The initial administrative non-refundable cost will be the minimal processing expense for CONTRACT LAW SOLUTIONS LLC in exchange for the time, expertise, salaries of staff, printing of paperwork, office supplies, and administrative costs to initiate the process. It is the bare minimum and the only mandatory costs in order to pay for the process up to Notice of Default with the bank. After CONTRACT LAW SOLUTIONS LLC staff has started working on Client's case with the paperwork process, these fees are non-refundable or after seven (7) days after receipt of payment, administrative fees are non-refundable. The administrative payment is for the payment of the Administrative Process to obtain a Notice of Default certifying the bank's failure to properly respond and consent to a zero balance. However, a *further enforcement* of that process may lead to additional expenses, and/if client and agent for CONTRACT LAW SOLUTIONS LLC deems necessary. We have gotten remedies for mortgages merely from this process. However based on the unique circumstances of your case, the county of the property, how late behind in payments the borrower on the loan is, and other factors – additional means may be necessary to lead to a full and complete clear title on the property.

### ERADICATION PAYMENT

Upon successful completion of the mortgage eradication process, WITHIN THIRTY (30) DAYS thereafter, a First (1<sup>st</sup>) Mortgage will be held by CONTRACT LAW SOLUTIONS LLC or its assignees of TWENTY (20 %) PERCENT OF THE ERADICATED MORTGAGE amount, and shall be made and funded at closing. Interest shall be at the clients prevailing rate. Client also may choose to obtain conventional financing for the said 20 % or utilize other funds to pay the 20 % fee. CONTRACT LAW SOLUTIONS LLC will provide direct lenders with attractive and reasonable loans to assist client for the financing of the said loan.

### OTHER COSTS

All Express or Priority Mail, Certified, Registered Mail and Notary, Court Filing Costs, UCC Filing Costs, Notary Authentication and Apostille fees, shall be extra and additional to the above said fees. Client can be billed at a later date or pay as these additional expenses arise. The total additional costs, over Four Months is estimated to not constitute more than \$700.00. In addition, all communications and forwarding of documents

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from Mortgage company are for the Client to incur.

### COURT APPEARANCES

We have been able to obtain Debt Eradication remedies without going to court – without the client going to court, without the client hiring a representative. However, based on the fluctuating environment, the type of mortgage, the state/county the property is at, and other factors – a court appearance by a representative or by the client may be necessary in order to obtain full closure on the issue, and a complete clear title. Most court appearances would be in the form of a Quiet Title Action, and/or responses to any foreclosure issues. Additional expenses for court appearances will be reasonable and only if needed.

### AVOIDANCE

If all records and evidence show proof that the mortgage has been lawfully set off, discharged, and the account closed, and the client obtains a clear title which shows no evidence of any liens, lis pendis, or claims, and yet the client refuses or does not utilize all attempts to secure a Loan to pay the 20 % fee, without good cause and/or their best efforts, CONTRACT LAW SOLUTIONS LLC regrettably maintains the right to make efforts to revert on the Loan Eradication and/or Utilize Every Lawful attempt to collect the 20 % in full. Such attempts may include placing of a lien in the amount of the full value of the property, and/or securing a judgment and execution via a Commercial Maritime Lien on all Real and Personal Property held by the estranged client, Seizure of Property and Assets, including Bank Accounts, property, automobiles, homes, and any other property on behalf of the Client or the Client's legal entity/corporations/persons.

If there are extenuating financial circumstances or all real attempts to secure such payment, such as the repeated turning down of a new loan/mortgage, CONTRACT LAW SOLUTIONS LLC will work with the client to make amicable arrangements for all parties, including a monthly payment schedule to re-pay the twenty (20) percent fee. However if the Client abandons communication in an attempt to not pay, not returning calls, changing phone numbers, and hiding from their obligations, such attempts to do so will be deemed Client's acceptance and agreement for Private or Public collection of the full entire value of the property and the client's consenting to a lien for the full value of the property.

### CLIENT SATISFACTION

\*100 % Client Satisfaction is our primary goal. References for our program are furnished upon request, and we want to make sure that you are fully confident that we will be working for you to help you to obtain the result of a full (or partial) debt eradication.

### RESPONSIBILITY ACKNOWLEDGEMENT

This CONTRACT LAW SOLUTIONS LLC coaching service, document editing, and assessment consulting, hereafter "SERVICE" is the private exchange of ideas and concepts between the providers and the recipients. **The content is not meant as legal advice.** The use or attempted use of any idea, exchange, or procedure discussed in this SERVICE, as applied to the recipients own personal transactions, cases, or controversies, or applied to other cases, may or may not result in a favorable outcome or the same outcome as discussed by our website or references.

Each transaction, case, or controversy, may be different as a result of unique actions or unique statements made by the parties therein; and each different act or statement in any transaction affects or may affect whether any procedure or idea discussed in this SERVICE is relevant to the recipients transactions or that the outcome thereof will be depicted as in the website or testimonials provided. The discussion of ideas or procedures in this SERVICE may not be exhaustive of the procedures and concepts necessary in the execution of a favorable outcome for the recipient. It is the responsibility of the recipient to understand their own transactions and to

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apply the appropriate and complete concepts necessary for a procedural and substantive remedy thereto. It is the responsibility of the recipient to notify the provider, CONTRACT LAW SOLUTIONS LLC, of any and all communications, details, and circumstances of any transaction, case, or controversy, so that appropriate and timely response may be made, in order to best assist the recipient in each transaction.

### PRIVACY POLICY OF AGREEMENT

CONTRACT LAW SOLUTIONS LLC agrees never to share, disclose, or post the CLIENT's choice to enroll in this program, to anyone for any purposes unless expressly agreed to by CLIENT.

CLIENT may not transfer any documentation or recordings of any paperwork, discussions or record of discussions other than to the recipients spouse and/or for one's own private use. Sharing, posting, mailing, or otherwise transferring of the edited documents involved in the process to any individual or entity other than the intended recipients of the paperwork, agents of CONTRACT LAW SOLUTIONS LLC, or the presenter/custodian mailing the process to the bank, is a violation of this contract and a violation of law; and is punishable by a fine of \$100,000.00. Verbal testimonials of the CLIENT to another prospective Client, Friend, Family Member, or Individual in private is permitted. Permission to post recommendations or feedback about this SERVICE to others through e-mail and/or public forum may be granted upon special permission and without the posting of any paperwork or recordings except by permission.

References of Satisfied Clients may be furnished upon request.

### CLIENT INSTRUCTIONS:

- 1) When you sign documents, please Spell Out Your Name *legibly*. Do not scribble your signature, even if you usually sign documents with scribble; please make it 100% clear what your name is. This includes all paperwork to us as well., \*And\* on all checks written to our company.
- 2) Do not send blank/anonymous checks that do not have your NAME or COMPANY and ADDRESS, with a scribble in the signature line. Please legibly sign your name so we can keep records that this is a check from you in our files. **On ALL CHECKS or Money Orders, the Client must put their FULL NAME in the "MEMO" section on the check. Please send checks to CONTRACT LAW SOLUTIONS LLC, PO BOX 349, 309 WESTBURY AVENUE, CARLE PLACE, NY 11514**
- 3) Please send all correspondence / signed documents via Priority Mail or Express Mail USPS. Delivery Confirmation is OK, but please do NOT select "Signature Confirmation". If you use Express Mail, please \*Waive Signature Confirmation\* because it is defaulted to Signature Confirmation unless you do so. The reason is that if we are not at the office at the time the mail arrives, then we do not get the package and are given a notice to visit the post office and pick it up. This can delay the timeliness of your process and is an unnecessary delay and inconvenience for us. Please don't do it !

We recommend you pick up a handful of Express Mail and Priority Mail flat rate envelopes at the post office since you will be sending lots of mail back and forth. Then, you should open up a FREE Account with [www.USPS.com](http://www.USPS.com) because you can print postage at a REDUCED rate, 24/7, and do not need to wait on line, nor do you have to take off work to go to the post office before they close at 5pm. You can also schedule the post office to pick up a package from a place other than your mailbox if you'd like (such as your front door), or you could have them pick up packages or large envelopes that can not fit in the mailbox. This service is FREE, we highly recommend it as life will be so much easier for you if you take our recommendation here.

- 4) When sending documents scanned and / or Faxed to our office or email, please send all communications in

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ONE (1) scanned document, or ONE (1) fax. In the past, we have had clients who have trouble working a Fax Machine and wind up sending us 5, 10, or 20 separate faxes. This is not acceptable. We will not accept 20 individual faxes or an email with 20 individual scanned documents. Please also send your fax RIGHT SIDE UP and not UPSIDE DOWN. Make sure, before transmission, that you are placing the documents the correct way so that the fax does not come upside down. If you have trouble using a fax and scanner/email, please Express Mail and waive the signature to send any correspondence to us. When emailing, please scan all documents into 1 file as a PDF, and send it right-side up (not upside down). We do not accept documents taken via the phone, as they are not good quality and hard to read.

5) When contacting the Mortgage company for documents, make sure to have the bank contact \*You\* Directly for all communication. Please Do \*Not\* give out our company fax number or our address to the bank or anybody else for any reason. As far as the bank or any other party is concerned, YOU are the one 100% behind your process. We are NOT your counsel or legal representative; and our agreement to assist you is **private** and the only parties aware of our agreement is the Client and our company.

7) We recommend you set up your own Fax Number for easy communication over the next 3 - 4 months, as you will get your monies worth by doing so. You can register at [www.Fax87.com](http://www.Fax87.com) and pay \$9 a month for an electronic email fax that works as simply as an email. We recommend you do this if you do not have a fax machine. Also, we recommend obtaining a scanner to scan in documents which will be very useful and cut down on the number of trips to the office supply store, or a neighbor for using a scanner. If you have one in your home, it will make life so much easier and cut down on the amount of trips you need to make; trust us we know from experience.

8) Pick up some 9" x 12" Manila Envelopes from Staples. You'll be using about 10-15 of these. Get Yourself a Red Ink Stamp (from Staples) and \*Blue Ink\* and \*Red Ink\* Pens

## **HOMEWORK/STUDY MATERIALS ACCOMPANYING THIS PROGRAM**

1. Watch "FREEDOM: A COMPLETE PICTURE" on Youtube.
2. Watch the Video Series at [www.SERVANTKING.info](http://www.SERVANTKING.info)
3. Explore the Entire UNDERSTANDCONTRACTLAWANDYOUWIN.COM website
4. Explore the Entire UCL Youtube Channel ([www.Youtube.com/WinContractLaw](http://www.Youtube.com/WinContractLaw))
5. Read Brian Blum's "CONTRACTS: EXAMPLES AND EXPLANATIONS" fourth edition, read the first 80 pages
6. Read Weiss's Consize Trustee Handbook, pdf, free online
7. Watch the Five Free Videos at [www.CreditorsInCommerce.com](http://www.CreditorsInCommerce.com) / Video
8. Read the Notices/Agreements we send to the bank, and the Bond language, look up all terms in the dictionary and legal dictionary
9. Review and download assorted material from CreditorsinCommerce.com Private Audio Library, recommended: Scottsdale, Atlanta, Living Temple

## **CLIENT AGREES TO COMPLETE THE ABOVE-STATED HOMEWORK**

## **CLIENT AGREES TO LEARN/SOLIDIFY THEMSELVES IN THE FOLLOWING CONCEPTS:**

**Concept One: There is No Money Of Substance, and Money IS DEBT; so nobody can**

**force you to pay in Substance only in Debt; YOU are the Source of the Money**

In our society today, due to the insolvency of the United States for its failure to pay its debts, there was a major Bankruptcy in 1933, [look up "HJR 192"], all "money" is debt, not assets. It is even printed right on the front of all Federal Reserve Notes "This Note is Legal Tender For All Debts, Public And Private."

If you think you are passing around "money" and not DEBT, you are sorely mistaken and need to educate yourself to get a paradigm shift. Many remedies and options in the economic, financial, and legal world will open to you if you get that paradigm shift.

In the past, US Dollars were actually based on Gold or Silver and was merely a receipt which could be exchanged for this real money of substance.

So now, you have realized that no asset of any value was loaned to you. What is really happening is that your signature on a loan application is what authorized the bank to access *your own credit*, which is unlimited in your lifetime, based off your birth certificate (which is a bond).

Credit is created through bonds, promises to pay, and based on the commercial energy of the living person whose autograph/signature is affixed to the document.

So, Strictly speaking, when you sign the loan application, you are placing a lien on the birth certificate, which is an asset also the Title to your body or your physical person. You are an asset and you are the source of the money. Your birth certificate is unlimited in credit because your body has an unlimited value to it. You have the potential to sit on a couch all day eating potato chips watching re-runs of Rosanne or Seinfeld, but you also have the potential to create cities, skyscrapers, corporations, charities, and to invent new devices to make production or people's lives much much easier, healthier, longer, happier, etc.

And you – yes you – have the ability to employ thousands or even millions of other humans, providing them a means to earn a living. You can also give advice, knowledge, cognitions, love, passion, opportunity, freedom, happiness, and empowerment to an unlimited amount of other people. You can bring joy to millions or billions; this is the purpose of why you are here. This is why the birth certificate is unlimited. There is no cap on the amount you can produce and contribute to the world economy.

So what we are doing is putting a lien on the future potential of your creativity and productivity. The piece of paper with your signature is now a security, and has value to it. You are exchanging that note (an asset) for debt (as "Credit").

The banks only deal in Credits and Debit based on book entries. Look in your online banking or the paper statements that you get in the mail - the only two ledgers you see are "Debits" and "Credits". Nowhere does it say "Money".

In addition, it is now public policy (Public Law 7310) that the "payment of debt" is now against Congressional and "public policy" and henceforth, "Every [debt] obligation . . . Shall be discharged." What this means is that you can send your bills to the United States Treasury or the IRS (their auditor), and they will discharge or "set off" your debt with your unlimited credit. This is a process that is explained on our website, it is called "Accepted for Value". Actually, when sending to the IRS – most people do not realize

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that the IRS is the Internal Re-Venue Service. They are re-venuing your “private assets” (your commercial energy/labor) and transmuted them into public currency (debt notes/federal reserve notes). The two venues are the public and the private jurisdictions. Public is the democracy and the government/society we are familiar with. The Private is the Republic / Common Law in the background that nobody really realizes still exists.

As a result of HJR 192, and from that day forward (June 5, 1933), no one in this nation has been able to lawfully pay a debt or lawfully own anything. The only thing one can do, is tender in transfer of debts, with the debt being perpetual. When you “pay” with a Federal Reserve Note, you are using a novation. Look the term up. A novation is to transfer responsibility to pay the debt to a third party. So when you give a \$100 Federal Reserve Note, you are saying “I can’t pay you because there is no money but this note was lent to me by the United States and they gave me permission to do a novation. Here is a \$100 and now my debt is discharged, and you will have to adjust your books so that the United States is now the liable party on the debt.” Most people don’t realize that the debt was never EVER paid!!! This is why every time you buy something you are increasing the national debt. This is the true cause of why we are having debates in Congress to “raise the debt ceiling”; which they will have to do over and over, because if we keep spending we keep creating more debt and the ceiling needs to go up.

The suspension of the gold standard, and prohibition against paying debts, removed the substance for our common law to operate on, and created a void as far as the law is concerned. This substance was replaced with a "PUBLIC NATIONAL CREDIT SYSTEM" where debt is "LEGAL TENDER" money.

HJR 192 states that one cannot demand a certain form of currency that they want to receive if it is dollar for dollar. If you review the Modern Money Mechanics article you will discover that all currency is your credit! The Federal Reserve calls it "monetized debt."

So hopefully now you will see that you can never, and have never been “paying” your credit cards, mortgage, groceries, new clothes, your childrens’ education bills, property taxes, gasoline, etc... and so, do you now understand that there might be different ways to lawfully discharge your obligation to be owed these items – other than just giving a novation in Federal Reserve Notes?? There are other notes you can negotiate, tender, or give – bills, notes, and bonds – other than transferring your debt to the United States. In fact, it is a lot more Patriotic to use these other methods than to keep raising the debt/obligations of the United States. If you love your country, why would you keep hurting it?? Especially if,

### ***Resources for this section:***

How Money Is Created (1 of 3):

<http://www.youtube.com/watch?v=AgKFLk9xffA&feature=fvwrel> Modern Money

Mechanics - Federal Reserve Bank of Chicago

<http://www.rayservers.com/images/ModernMoneyMechanics.pdf>

House Joint Resolution 192 (1933) / Public Law 7310 - Remedies in Law:

<http://www.scribd.com/doc/72416275/HJR-192-Original-1933-06-05>

<http://www.youtube.com/watch?v=IN4QFJPPbWA>

## **Concept Two:**



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**An Unrebuted Affidavit Stands as Truth in Commerce:**

For Demand or Proof of the Debt, the banks have never responded to our inquiry properly. Therefore they consent to our Affidavit of Facts and our New Contract.

"If only one side of the conflict was supported by affidavit, our task would be relatively easy, for we may not assume the truth of allegations in a pleading which are contradicted by affidavit." -Taylor v. Portland Paramount Corp., 383 F.2d 634, 639 (9th Cir. 1967).

"Where affidavits are directly conflicting on material points, we do not see how it is possible for the district judge to "weigh" the affidavits in order to resolve disputed issues. Except in those rare cases where the facts alleged in an affidavit are inherently incredible, and can be so characterized solely by a reading of the affidavit, the district judge has no basis for a determination of credibility." -Data

Disc, Inc. v. Systems Technology Associates, Inc. -United States Court of Appeals, Ninth Circuit, July 13, 1977

Video Explains More: [http://www.youtube.com/watch?v=Eg8GuY1cy\\_g](http://www.youtube.com/watch?v=Eg8GuY1cy_g)

**Concept Three:**  
**A Request Regarding an Authenticated Statement of Account**

This International Commercial Law basically shows that a debt is considered discharged if the debt collector / original "Creditor" fails to reply and rebut your Affidavit of a Zero Balance. This is yet another process we use to demand proof of any authentic debt, which the banks/debt collector never properly respond to.

UCC 9210:

(1) A debtor may sign a statement indicating what he believes to be the aggregate amount of unpaid indebtedness as of a specified date and may send it to the secured party with a request that the statement be approved or corrected and returned to the debtor. When the security agreement or any other record kept by the secured party identifies the collateral a debtor may similarly request the secured party to approve or correct a list of the collateral.

(2) The secured party must comply with such a request within two weeks after receipt by sending a written correction or approval. If the secured party claims a security interest in all of a particular type of collateral owned by the debtor he may indicate that fact in his reply and need not approve or correct an itemized list of such collateral. *If the secured party without reasonable excuse fails to comply he is liable for any loss caused to the debtor thereby; and if the debtor has properly included in his request a good faith statement of the obligation or a list of the collateral or both the secured party may claim a security interest only as shown in the statement against persons misled by his failure to comply.* If he no longer has an interest in the obligation or collateral at the time the request is received he must disclose the name and address of any successor in interest known to him and he is liable for any loss caused to the debtor as a result of failure to disclose. A successor in interest is not subject to this section until a request is received by him.

(3) A debtor is entitled to such a statement once every six months without charge. The secured party may require payment of a charge not exceeding \$10 for each additional statement furnished.

<http://www.law.cornell.edu/ucc/9/9-208.html>

<http://www.youtube.com/watch?v=NauEHmyascY>

**Concept Four:**  
**Fair Debt Collection Practices Act and the Duty of a Debt Collector to Validate a Debt when Demand is Made:**

More public law to support consumers and our efforts at validating the debt:

<http://www.ftc.gov/os/statutes/fdcpa/fdcpact.shtm#809>

**§ 809. Validation of debts [15 USC 1692g]**

(a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

(c) The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

**Concept Five:**  
**Tacit Acquiescence is Acceptance:**

<http://legal-dictionary.thefreedictionary.com/acquiescence>

This explains to you how we get the companies to "Agree" with our new contract that the debt is settled/discharged/zeroed out:

Definition of "Tacit Acquiescence": *Conduct recognizing the existence of a transaction and intended to permit the transaction to be carried into effect; a tacit agreement; consent inferred from silence.*

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For example, a new beer company is concerned that the proposed label for its beer might infringe on the TRADEMARK of its competitor. It submits the label to its competitor's general counsel, who does not object to its use. The new company files an application in the Patent and Trademark Office to register the label as its trademark and starts to use the label on the market. The competitor does not file any objection in the Patent Office. Several years later, the competitor sues the new company for infringing on its trademark and demands an accounting of the new company's profits for the years it has been using the label. A court will refuse the accounting, since by its acquiescence the competitor tacitly approved the use of the label. The competitor, however, might be entitled to an Injunction barring the new company from further use of its trademark if it is so similar to the competitor's label as to amount to an infringement.

Similarly, the Internal Revenue Service (IRS) may acquiesce or refuse to acquiesce to an adverse ruling by the U.S. TAX COURT or another lower federal court. The IRS is not bound to change its policies due to an adverse ruling by a federal court with the exception of the U.S. Supreme Court. The chief counsel of the IRS may determine that the commissioner of the IRS should acquiesce to an adverse decision, however, thus adopting the ruling as the policy of the IRS. The decision whether to acquiesce to an adverse ruling is published by the Internal Revenue Service as an Action on Decision.

Acquiescence is not the same as Laches, a failure to do what the law requires to protect one's rights, under circumstances misleading or prejudicing the person being sued. Acquiescence relates to inaction during the performance of an act. In the example given above, the failure of the competitor's general counsel to object to the use of the label and to the registration of the label as a trademark in the Patent and Trademark Office is acquiescence. Failure to sue the company until after several years had elapsed from the first time the label had been used is laches.

### **Concept Six:** **Contracts Can Move & "Holding Your Contract":**

You have already probably received "New Terms" for your credit card, or Notices of new terms for collecting unemployment amounts or social security amounts, etc. Any contract can change and this is supported and agreed by the other party if the other party does not respond in order to re-negotiate those proposed new terms. Within 72 hours (actually 10 days - for mail to go to and fro), a new contract is agreed upon if you fail to respond. However our process is allowed to change old contracts using another concept called "Nunc pro tunc" Latin for "Now For Then". Any contract can move or be changed. The following audios are great examples, although they are lengthy they will really help to understand this concept:

<http://www.cic-root.com/living-temple/CIC-Living-Temple-201002-01.mp3>  
<http://recordings.talkshoe.com/TC-37960/TS-253362.mp3>

Basically, we just want you to understand that we are moving the contract from what was once an agreed upon obligation (because of our conduct - you were paying it weren't you?!), to now being an unsubstantiated or frivolous claim that has been rebutted by law.

### **Concept Seven:** **Notary Certificate of Non-Performance (also known as Dishonor):**

This explains the actual Paperwork "Process" that we use:

Within the Uniform Commercial Code (UCC) is a process called a 'Notary Certificate of Default Method' (Notary COD method). This has generally been used by banks in their commercial transactions, but more recently, the Notary COD method has been used in disputes with government agents, agencies, banks, and corporations by people who are unable to afford the services of an attorney and/or have been disappointed when seeking justice through the courts. It can be used to head off potential litigation, settling of the case prior to it's being brought into court, or sometimes, for a case that is already in the court. It is a process of

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re-presentation of commercial documents that were previously presented and ignored, in order to gain response and satisfaction of your claim/inquiry.

The COD is a 3-step process which is performed by a notary after you have made a good faith effort to settle the matter with your opponent. You then bring the matter to the notary and request s/he re-present your documents to your opponent as a third party witness to their dishonor. The notary invites them to respond to him/her within a specific time frame, offering a follow-up Notice if there is no response. If no answer is forthcoming, then a Certificate of Dishonor / Non-Performance is issued.

If the Respondent fails to reply to your Presentment, or replies but does not answer your questions or provide the proof you requested or, if you request performance (like returning your property) and they do not answer or refuse for no good reason (both are 'dishonors'), you can then bring the issue to a notary who is familiar with the COD method. The notary will re-submit your offer and/or ask the adversary why s/he is dishonoring your offer (the affidavit, contract, or whatever). Generally, the notary will contact the Respondent twice, each time giving them a specified time frame in which to

answer. If no response is received, then the notary will issue a Certificate of Dishonor, the original of which is sent to you, along with copies of all of the documents in the process, and can be brought before a judge for a Declaratory Judgment or used as the basis for a lien.

We contract with a notary who can help you with your COD. Our notary is commissioned in New York and is not empowered to acknowledge signatures outside the state, but all notaries are empowered to do a COD procedure to a foreign jurisdiction. You'll just have a hard time finding one who is familiar with it or is willing to learn. Your signature on the Presentment to the bank/debt collector begins the COD process, however, will be acknowledged by a notary in your own locale.

Pricing: The cost of the 3-step Certificate of Dishonor (COD) Debt Process also includes up to 200 pages of documents, photocopies, prep work, and keeping records and backup copies.

### **Concept Eight: Due Process**

This explains how when Due Process/Proper Notice is given in your proceeding (paperwork process), that you are giving them all Equal Protection and the right to default, acquiesce or contest:

"...due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation. After noting that "[t]he formality and procedural requisites for the hearing can vary, depending upon the importance of the interests involved and the nature of the subsequent proceedings," the Boddie court continued: "That the bearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest...." (Original italics; 401 U.S. at pp. 378-379 [28 L.Ed.2d at p. 119].) Again the court cited Sniadach as authority for the latter, general proposition. (See also *Bell v. Burson* (1971) 402 U.S. 535, 539-543 [29 L.Ed.2d 90, 94-97, 91 S.Ct. 1586].)

"In the latter case, we said that the right to be heard "has little reality or worth unless one is informed that the matter is pending and can choose for himself whether Page 395 U. S. 340 to appear or default, acquiesce or contest." [*Sniadach v. Family Finance Corp*]

## **Concept Nine: Enforcing Claims**

### **Enforcing Claims: Please Watch Video:**

<http://www.youtube.com/watch?v=nQsgwt8Rk1I>

### ***U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS PART 6. DISCHARGE AND PAYMENT***

- (a) If tender of payment of an obligation to pay an **instrument** is made to a **person entitled to enforce** the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.
- (b) 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, of the obligation of an **indorser** or accommodation **party** having a right of recourse with respect to the obligation to which the tender relates.

### **In Summary:**

The application of all of the above concepts, procedures, and remedies *in combination* are the formula we have executed and have successfully used in the lawful execution and acceptance of a new contract, between the Mortgage Lender who believes they still have a claim on your property. It is your responsibility to learn the above concepts There is nothing that they can do to get this money from you, and your collateral

(house, car, etc) is protected under law, and all rights, titles, and interests to property can be unclouded, transferred solely to you or your trust, and the accomplishing of a complete closure on this dispute.

A Private Administrative process can be described to a layperson, as an “outside of court” procedure done through third party witness (Common Law Default Procedure), giving the other party Due Process of Law, and they are Consenting to Our New Contract via their tacit acquiescence.

*Again, this process can be used to head off potential litigation, settling of the case prior to it's being brought into court, or sometimes, for a case that is already in the court. If you are already in a Public/U.S. court, then we can arrange your process so that the case can have a likelihood of being dismissed out of the U.S. court.*

*This process is not exclusive to debt invalidation, but can be used for settling any claims or disputes.*

It is a process of formally re-presentation documents, payments, or demand for proof of validation, in order to gain a response or non-response which will deem the matter (of an alleged debt) a formal satisfaction of claim/inquiry. The matter is formally settled with the Affidavit's of our witnesses (USPS post office and the Presenter/Custodian of Record of your Presentments), and the matter can not legally be brought up in court for litigation if your claim is properly presented to the judge/court

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The debt collector can argue or state that there is a debt due, but unless they are able to validate their claim, and put their commercial oath or affirmation behind their statement - their claim is just a "statement". But statements are not facts in law. The only thing that makes these statements have any validity is the consumers lack of proper response or rebuttal to these statements. So, to stand on your claim you are required to respond to any accusation that a debt still exists.

If the debt collector is truly holding a debt or obligation to the other party, they have a legal duty to respond and either accept, rebut, or refute our Affirmations. An affirmation under oath will always be stronger than a mere "statement", especially when this statement is not backed up with sworn facts.

The mortgage attorney's/debt collectors are merely doing their job, massively processing paperwork, statements, and cases, and most people will respond (or not respond) with the ignorance of the law, and with very little knowledge of the law or how to constitute a solid written record of correspondences that validates and proves our claim - that there is no debt and that this is not even an argument because the collector did agree (through their non-response/non- performance) of our new terms of the contract.

Please contact us privately to discuss pricing; pricing will be determined by how many accounts you want to discharge, how much the balance on the account, if you are current on the account, and what kind of account you have. Due to high demand and fast growth, this fee will likely be raised in the future. Contact us for current price quote.

### WAITING LIST

Due to a rapid growth in our program, and high-demand for this service, you should check with us first, as there may be a waiting list before the beginning of your process is initiated. Please check to see if there is a wait list and if there is, then we recommend staying current on your mortgage for as long as possible – or to make additional arrangements to jump to the top of the list to have your process worked on as quickly as possible.

**PLEASE KEEP THIS CONTRACT FOR YOUR REFERENCE, AND IF YOU AGREE, YOU CAN SEND THE INITIAL ADMINISTRATIVE PROCESSING DEPOSIT, WITH THE SIGNED AND NOTARIZED COPY OF THE ATTACHED ONE (1) PAGE “FORMAL AGREEMENT” to:**

**CONTRACT LAW SOLUTIONS LLC  
Sales and Customer Service Consultant: 631-741-1757**

**via Fax 888-511-9098**

**and/or the Mailing Address:**

**CONTRACT LAW SOLUTIONS LLC  
PO BOX 349  
309 WESTBURY AVENUE  
CARLE PLACE, NY 11514**

