

**NOTICE OF DISHONOR  
NOTICE OF NON-RESPONSE**

RE: Response to your letter dated \_\_\_\_\_ in regards to loan number \_\_\_\_\_ and the CFPB File No \_\_\_\_\_ for the property located at \_\_\_\_\_.

Attn: Anna \_\_\_\_\_ (person they are directing you back to)

Date: \_\_\_\_\_

You letter received on \_\_\_\_\_ sent by \_\_\_\_\_ (servicer)

This is to serve notice that your agency is now participating in the collection of unlawful debt. Be advised that by doing so this is an alternate ground for RICO liability and proof of a pattern is not required. To date all correspondences have had suspicious and incorrect statements and have been returned to Cause without Recourse. Documentation of illegal debt collection practices, Documentation of non-compliance showing failure to provide proof of claim, and continued attempts to collect a fraudulent debt has been forwarded to the CFPB.

*The Deed of Trust, recorded by Bank of America, after Countrywide abandoned it and Mers, (a Superior Court deemed non legal beneficiary) transferred it to Bank of America does not show Specialized Loan Service (SLS) as the beneficiary and is null and void; Bank of America has been unable to show proof of ownership. The Deed of Trust shows Recon Trust (Bank of America's Subsidiary) assigned by Countrywide before their Merger (evidencing the "mortgage crisis" was pre-meditated), and a Mer's Min number (0002108190) that does not reflect the loan number attached to the Promissory note (Meaning defrauded members of "We the People" signed nothing more than an elaborate rental agreement under the illusion of substance for substance transaction). The Promissory note does not show any endorsements transferring ownership to SLS. **EXAMPLE - USE YOUR OWN SITUATION***

What \_\_\_\_\_ (servicer) have showed me is loan that was bifurcated upon inception. Sold as a fraudulent bearer note prior to the recordation of a loan on title *that Countrywide never funded but instead acted as a "broker" to an undisclosed source- EXAMPLE USE YOUR OWN SITUATION.* \_\_\_\_\_ (servicer) has failed to show me my signature on loan number 0002108190 (*MER'S second series of numbers referenced by the MIN#*) where there was no breach of statutorily protected rights that created a "substance for substance" contract. At this point \_\_\_\_\_ (servicer) is acting as a debt collector of an illegal promissory note (*discharged through chapter 7 bankruptcy if applicable*) insinuating a foreclosure on a Deed of Trust bifurcated upon inception, where no funds were used, by any of the parties presented to me by \_\_\_\_\_ (servicer).

\_\_\_\_\_ (servicer) failed to disclose that what was presented to me was used in a securitized pool of funds under a foreign trust that offered out certificates against copies of "bearer notes" referenced as a security under a MERS MIN# on the

Deed of Trust, to investors under a rigged LIBOR index under the ruse of Mortgage Backed Securities, that could never legally be backed.

The insinuation that \_\_\_\_\_(servicer) have any legal standing to foreclose is in insult to my intelligence. *Despite the fact that the Deed of Trust presented, is beyond the statue of limitations for any party of interest to call a foreclosure action and after 7 years I have color of title (if applicable),* \_\_\_\_\_(servicer) cannot legally action to foreclose on a property where compounded frauds upon frauds have taken place. A dispute letter was sent with no response for 30 days, A notice of Claim was sent for an additional 10 day with no response, and finally **NOTICE OF DEFAULT and ESTOPPEL** and a was sent prior to receiving these “presumptions of a legitimate debt”. Since \_\_\_\_\_(servicer) employees are being kept in the dark to fully understand the gravity of this situation, allow me to elaborate.

Judicial and Non Judicial States have been allowing the presumption of Article III (I hold a note, therefor it is mine to enforce) to stipulated the authorization of contractual “performance” to enable wrongful foreclosures on a State-by-State basis. Uniform Commercial Code at 1-103.6, which says: The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law. What \_\_\_\_\_(servicer) has presented to me is a violation of the following.

18 U.S.C. §§ Section 1962(a) makes it a crime to invest the proceeds of a pattern of racketeering activity or **from collection of an unlawful debt** in an enterprise affecting interstate or foreign commerce

18 U.S.C. §§ Section 1962(b) makes it a crime to acquire or maintain an interest in an enterprise affecting interstate or foreign commerce through a pattern of racketeering activity **or collection of an unlawful debt.**

18 U.S.C. §§ Section 1962(c) makes it a crime to conduct the affairs of an enterprise affecting interstate or foreign commerce “through” a pattern of racketeering activity **or through the alternative theory of collection of an unlawful debt**

And 18 U.S.C. §§ Section 1962(d) makes it a crime to conspire to commit any of the three substantive RICO offenses

I, Faith Lynn Brashear, state the following under penalty of perjury declaring the following; \_\_\_\_\_(servicer) herein after referred to as \_\_\_\_\_(abbreviate servicer), has defaulted on its claim of ownership and right to enforce a note and security instrument.

This is to inform you that \_\_\_\_\_(servicer) was unable to verify and produce proof of claim within 30 days and therefore cannot be a party to enforce the security instrument pursuant and is in violation of Federal and State law.

1) Pursuant of UCC – Article 3- § 3-501 (b) (1) Homeowner is entitled to verify through visual inspection of an “ORIGINAL WET INK SIGNATURE OF A TRUE AND **LEGITIMATE** PROMISSORY NOTE”. Under Article III “[The law] on standing ...

it's whether you pay more, or whether you wouldn't have purchased it, or agreed to it if you had known what that misrepresentation was."

\_\_\_\_\_ (servicer) **FAILED TO COMPLY**

2) \_\_\_\_\_ (servicer) was requested to provide the account and general ledger providing existence of a debt. Showing me a printout of your company's activities does not prove the existence of a debt.

\_\_\_\_\_ (servicer) **FAILED TO COMPLY**

3) \_\_\_\_\_ (servicer) was asked specifically to prove ownership of the note and security instrument by the production of valid assignments and endorsements as required. This falls under the Demand for Statement of Claim.

\_\_\_\_\_ (servicer) **FAILED TO COMPLY**

4) \_\_\_\_\_ (servicer) was asked specifically to provide proof that documents provided were **NOT** utilized for the purpose to perpetuate frauds to both national and international investors by offering certificates against the Securitized trust, they are implying they have the right to recommend a foreclosure action, against the LIBOR index where arrest for manipulation of the index were made.

\_\_\_\_\_ (servicer) **FAILED TO COMPLY**

\_\_\_\_\_ (servicer) has entered a NO CONTEST evidenced through the notice of Claim and the **NOTICE OF DEFAULT and ESTOPPEL** witnessed by the CFPB, \_\_\_\_\_ (servicer) is in agreement with all claims and defenses of homeowner. This is **LEGAL NOTICE to all alleged Banks, law firms, alleged trustees, alleged beneficiaries, and title companies.**

All future collections without the required verification/evidence shall constitute extortion, theft and fraud. All Federal felonies are punishable by prison time and civil action for 3x damages.

Without Prejudice UCC 1-308,

Without Prejudice UCC 1-207

\_\_\_\_\_ (Sign

Your Name

*That under UCC 1-207 that in connection with my signature, I reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. And furthermore, I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement that under UCC 1-207.9 when a waivable right or claim is involved. UCC 1-207.4 The Sufficiency of the Reservation--Any expression indicating an intention to reserve rights, is sufficient, such as "without prejudice". UNDERSTAND THIS YOU WILL BE ASKED.*