October sixteenth two-thousand-twelve.

Notice to principle is notice to agent. Notice to agent is notice to principle.

From:

Chief Executor's Office; Rodney Brian Graff, Chief Executive, Administrative, Officer hereinafter 'CEO' for the legal persona-corporation-estate-trust known as 'RODNEY B GRAFF' Care of: Box 385. - Town Byers. - Nation Colorado. - union of Nation-States. - Near 80103.

To: CFO - OneWestBank/IndyMac Mortgage Services - P.O. Box 4045 - Kalamazoo, - MI 49003-4045 - U.S.A.

Notice of fault regarding 'loan' - account #3001443997

Be advised this office is in receipt of your unsigned letter dated October fourth two-thousand-twelve. But there does not appear to be any proof of your claim contained, or attached, therefore your letter is being returned for cause. (See enclosed)

Why would you find it necessary to determine any Real Estate Settlement Act procedure? What does THIS law, of THIS offer, have to do with real estate, RESPA, or QWR? This is merely a Banking-Contract concern. Are you, in fact, a bank or a representative of a bank? Wouldn't it be much easier to simply produce the contract/obligation alleged to be in your possession?

Also: This office is, now, even **more concerned** due to your letter that states you are merely a <u>debt collector</u>. Are you, in fact, a third party debt collector who is not a party to the contract between Quicken Loans and RODNEY B. GRAFF? Are you an attorney and, if so, is there any evidence of an attorney contract between you and one of the original, authorized, parties to the contract such as Quicken Loans or RODNEY B. GRAFF?

This Contractual Law, of this Offer, is VERY simple.

Is the persona, or its CEO, obligated to pay anybody who does **NOT** hold, in due course, its Original Issue, wet signature, promise to pay or other Contractual Obligation? Do you even know what it looks like? I am, graciously, enclosing a copy, of it, in order to help you find the original in your records. (See enclosed.) And, regarding the Original Issue of the funds; WHO originally issued the funds? A bank? Another agency? Or the persona, or CEO, who's signature appears on the Originally Issued instrument? **WHERE is the banking INSTRUMENT, contract OBLIGATION, and TAX CERTIFICATE?!!?**

I, Rodney Brian of the Graff family, Chief Executive Officer for the legal persona-corporation known as "RODNEY B. GRAFF, and Executive Beneficiary of the Citizenship-Trust-Usufructuary and usufruct in the relationship known as "RODNEY B. GRAFF" or , "Graff Estate", hereinafter "Executor," do hereby affirm and declare that I am of legal age, have first-hand knowledge of the facts contained herein, am competent to state the following matters, that they are true, correct and complete, presented in good faith, and not intended to mislead. Signed, and sealed, under penalty of perjury of no less than 100,000.00 (one hundred thousand)

As of this date, regarding 'loan' - account #3001443997, Executor has seen no certified evidence, or record-

- 1. That he is obligated to pay anybody who does **not** hold, in due course, the Original Issue, wet signature, Contract Obligation or banking Instrument; and I believe no such certified evidence, or record, exists.
- That CFO of OneWestBank, or the agents of any of its subsidiaries, such as IndyMac Mortgage Services, is not obligated by THIS contract law, or UCC 9-210, to provide a full, and complete, authored under penalty of perjury, correct and true, statement of account (see enclosed); and believes no such certified evidence, or record, exists.
- 3. Contravening the maxim that silence implies consent, in all venues of law, including this contract law of this jurisdiction, and this land, and believes no such certified evidence, or record, exists.
- 4. An un-rebutted, point-by-point, Affidavit, such as this, does not stand as **Truth** per This jurisdiction of This law of This land, and believes no such certified evidence, or record, exists.
- 5. That a failure to rebut this affidavit, point by point, will not comprise **respondent's confession to all of these terms and statements, herein**, including obligation to release the lien and provide a full refund of all monies received since the beginning, and credit reports to reflect "paid as agreed" as per this offer, this law, this contract, this jurisdiction, this land; and believes no such certified evidence, or record, exists.

If you do not agree to these facts; please deliver your point-by-point rebuttal within twenty days, including your verifiable facts and certified statements, signed under penalty of perjury of no less than 100,000.00 (one hundred thousand)

Authored under penalty of perjury and Dated this **SIXTEENTH** day of **OCTOBES** in the year of our creator two thousand twelve.

All rights and liberties expressly reserved.

Rodney Brian, Executor, Graffic State