

23
APN # 1219-26-001-024

✓ When Recorded Mail to: Al Elfido Silvas Jr.
c/o P.O. BOX 582
Canton, NY. 13617

NOTICE OF COMMERCIAL LIEN

Contract #63002-AS-RWF-01

Nevada)
) ss
Douglas county)

*NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT*

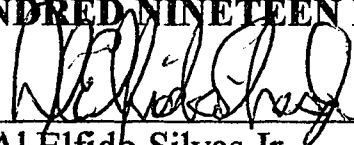
I, Al Elfido Silvas Jr., herein "Secured Party", state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal knowledge.

This is timely notice that I accept for value the attached offer, entitled DEFAULT JUDGMENT - DECISION from three disinterested parties as administrative judges created by the following actual notices (see attached);

Notice of Acceptance and Return of Equity
Notice of Fault in Dishonor
Notice of Default and Entry for Default Judgment
Entry for Default Judgment by Affidavit
(Proof of service included for each presentment)

Contract #63002-AS-RWF-01

The attached judgment herein is Secured Party's property exempt from levy, and hereby establishes a valid COMMERCIAL LIEN against Robert Hanaway dba Manager RIVIERA-WEST, INC., RIVIERA-WEST, INC., AND RIVIERA FINANCE, for the amount of; **\$88,719.00 (EIGHTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS).**

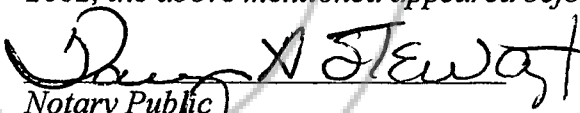


Al Elfido Silvas Jr.

Nevada)
) ss
Douglas county)

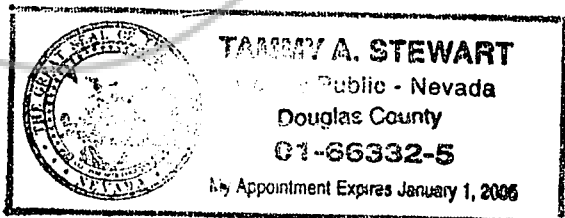
ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 15th day of October 2002, the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:



Notary Public

January 1, 2005
My Commission Expires



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NOTICE OF ACCEPTANCE AND RETURN OF EQUITY

Contract # 63002-AS-RWF-01

Payee: Robert Hanaway, Manager
RIVIERA-WEST, INC
5 Centerpointe Drive, Suite 150
La Palma, CA. 90623

Nevada)
) ss NOTICE TO AGENT IS NOTICE TO PRINCIPAL
Douglas County) NOTICE TO PRINCIPAL IS NOTICE TO AGENT

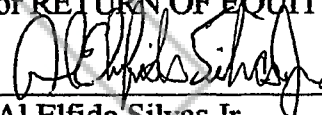
I, Al Elfido Silvas Jr., "Creditor", state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal knowledge. I am Creditor for the legal fiction AL ELFIDO SILVAS JR., organization #560-06-0757, herein "DEBTOR" and have PREPAID EXEMPTION. Further, I am Creditor of the UNITED STATES and all sub-Corporations thereof, including RIVIERA-WEST, INC.

I received your offer dated August 8, 2002 and did not find your check enclosed; therefore as your Creditor, I am accepting your offer and returning (tax return) your money order (Offer) for the sum of \$29,573.42 and with other good and valuable considerations for adjustment and full settlement of this account. Please attach this instrument to your quarterly tax return for use as a tax credit and if your Income Taxes are current, you may receive a refund.

This presentment represents Private Funds (property), in a private account, which is "Pre-Paid" and "Exempt from Levy." This presentment has been registered and delivered by the Public Fiduciary in good faith for consummation and ratification of my contract with the United States (entitled HJR 192 of June 5, 1933) and is directed for priority use for the Republic. Please close this account immediately and make the adjustments for the proceeds, products, accounts and fixtures and all valuable considerations, then provide me with a check **PAY TO THE ORDER** of \$29,573.42 to Al Elfido Silvas Jr., as your Creditor for RETURN OF EQUITY.

EIN #560060757

Closed Account: 560060757

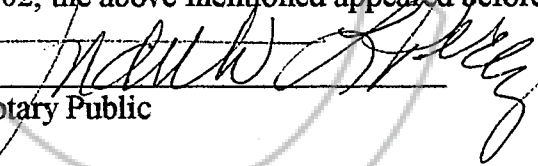


Al Elfido Silvas Jr.
C/o 498 Green Acre Drive
Gardnerville, Nevada 89410

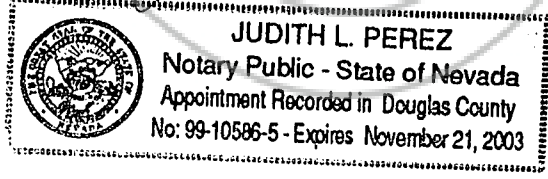
Nevada)
) ss
Douglas county)

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 7th day of SEPTEMBER 2002, the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:



Notary Public



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PRIVATE ADMINISTRATIVE COURT

Al Elfido Silvas, Jr.
c/o 498 Green Acre Drive
Gardnerville, NV. 89410
Secured Party

Robert Hanaway dba
Manager
RIVIERA-WEST, INC.
5 Centerpointe Drive, Suite 150
La Palma, CA. 90623
Respondents

RE: Account #020707643

Contract #63002-AS-RWF-01

NOTICE OF FAULT IN DISHONOR

Nevada)
) ss NOTICE TO AGENT IS NOTICE TO PRINCIPAL
Douglas county) NOTICE TO PRINCIPAL IS NOTICE TO AGENT

I, Al Elfido Silvas, Jr., hereinafter "Secured Party", am competent to state the matters included in this contract which are true, correct and complete, and not meant to mislead.

STATEMENT OF FACTS

1. On 9th of September, 2002, Creditor sent a creditor's acceptance, entitled Notice of Acceptance and Return of Equity, to Respondent Robert Hanaway, Manager agent for RIVIERA-WEST, INC., hereinafter "Respondent" for settlement of an account, #020707643.
2. Your offer to be my fiduciary is accepted for value herewith. The public side of account 020707643 is closed and remains open for adjustment and setoff through RIVIERA-WEST, INC., as an agent, to the U.S. Treasury Department to cancel mutual debts. I am requesting a setoff of mutual debt in reducing the United States Treasury Deposit account in satisfaction of a debt the United States Treasury owes me.
3. This presentment represents Private Funds (Property), in a private account, which is "Pre-Paid" and "Exempt from Levy." This presentment is presented in good faith for consummation and ratification of this contract in accord with Public Policy 73-10 and UCC 10-104. Please waive any costs and requirements, then adjust and settle the account as **this debt is now discharged.**
4. At this time the Respondent is in violation of a number of their own accounting and banking procedures which include:
 - a. Breach of Fiduciary Duty (UCC-3-307)

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- b. Obligation of Drawer (UCC-3-414)
- c. Presentment of Tender Offer (UCC-3-501)
- d. Dishonor of presentment (UCC-3-502)
- e. Excused presentment (UCC-3-504)
- f. Discharge after presentment (UCC-3-602)
- g. Responsibility for Collection of the presentment (UCC-4-202)
- h. Obligation to send instructions with presentment (UCC-4-204)
- i. Failure of ordinary care of presentment (UCC-4-214 (d) (2))
- j. Duty to send documentary drafts (UCC-4-501)
- k. Responsibility of presenter bank for documents (UCC-4-503)

TERMS AND CONDITIONS

1. This is Notice of Dishonor upon the contract entitled Notice of Acceptance, Notice of Intent and Notice of Fiduciary Duty presented to you on or about the 9th of September 2002. This is our good faith offer to extend the time for you to answer the Secured Party's request by an additional ten (10) days. **You have until 5:00 PM on the 30th day of September 2002 to release the lien on Secured Party's property.** Should you fail, refuse, or neglect to respond to this Notice of Fault, we will enter a Notice of Default, as a second witness, upon you and your options on that presentment will expire.
2. In the event that Respondent defaults with the above request and dishonors Secured Party's presentment, then Respondent agrees to compensate the Creditor for impeding commerce for \$88,719.00(EIGHTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS).
3. If anyone wishes to respond to or rebut this affidavit, they must do so in affidavit form, point for point with supporting evidence and forward an original to the Notary Public below: Al Elfido Silvas, Jr. c/o Sharon Goodwin, Western Title, 1626 Hwy 395, Minden, NV. 89423

Al Elfido Silvas, Jr.

 Al Elfido Silvas, Jr.

Nevada)
) ss
 Douglas county)

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 23 day of Sept. 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

Kris Tuell

 Notary Public



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PRIVATE ADMINISTRATIVE COURT

Al Elfido Silvas, Jr.
c/o 498 Green Acre Drive
Gardnerville, NV. 89410
Secured Party

Robert Hanaway dba
Manager
RIVIERA-WEST, INC. dba RIVIERA FINANCE
5 Centerpointe Drive, Suite 150
La Palma, CA. 90623
Respondents

RE: Account #020707643

Contract #63002-AS-RWF-01

NOTICE OF DEFAULT AND ENTRY OF DEFAULT JUDGMENT

Nevada)
) ss NOTICE TO AGENT IS NOTICE TO PRINCIPAL
Douglas county) NOTICE TO PRINCIPAL IS NOTICE TO AGENT

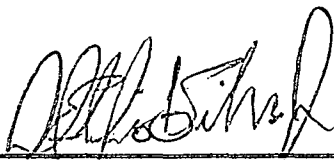
Notice is hereby given; that the above named respondents are in Default upon the contract, entitled Notice of Acceptance and Return of Equity dated September 9, 2002, and therefore a Default Judgment has been entered upon them.

By the terms and conditions of the agreement contained in the Secured Party's affidavit, you were under obligation to timely and in good faith protest and make proper presentment with proof of your claim or interest. Your failure to do so is a dishonor and places you at **Default**.

By your default, you are deemed to be under the new terms and conditions of our original contract and have therefore waived all of your rights to your original presentment and terms. Any attempt to collect on your original presentment places you personally at risk for any damages incurred per this contract and may subject you to criminal sanctions and involuntary bankruptcy. The total compensation to Creditor is now \$88,719.00 (EIGHTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS).

You are given ten (10) days to respond to the attached judgment documents before final judgment is made by sending an original affidavit to the specified Notary Public as a third party public official witness.

10-3-2002
Date



Al Elfido Silvas, Jr.

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PRIVATE ADMINISTRATIVE COURT

Al Elfido Silvas, Jr.
c/o 498 Green Acre Drive
Gardnerville, NV. 89410
Secured Party

Robert Hanaway dba
Manager
RIVIERA-WEST, INC. dba RIVIERA FINANCE
5 CenterPointe Drive, Suite 150
La Palma, CA. 90623
Respondents

RE: Account #020707643

Contract #63002-AS-RWF-01

ENTRY FOR DEFAULT JUDGMENT BY AFFIDAVIT

Nevada)
) ss
Douglas county)

*NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT*

Having been duly sworn, Affiant declares that affidavit and response... The parties to the contract entitled, Notice of Acceptance and Return of Equity, hereinafter "Contract", are in full agreement regarding the following:

1. Affiant is competent to state to the matters included in his/her declaration, has knowledge of the facts, and declared that to the best of his/her knowledge, the statements made in his/her affidavit are true, correct, and not meant to mislead;
2. Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of AL ELFIDO SILVAS, JR. organization # ██████-0757, evidenced by UCC-1 Financing Statement #200200124477 filed with the Secretary of State of the State of West Virginia.
3. Respondent, Robert Hanaway, is herein addressed in his private capacity, but in his public capacity is a citizen and resident of the State of California and is participating in a commercial enterprise with his co-business partners, including but not limited to RIVIERA-WEST, INC. AND RIVIERA FINANCE hereinafter collectively referred to as "Respondent";
4. The governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;

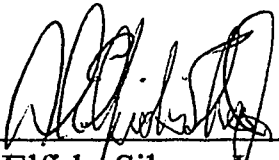
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5. Affiant at no time has willing, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;
6. Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;
7. Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;
8. On September 9th 2002, Affiant sent Respondent Documentary Draft entitled Notice of Acceptance and Return of Equity, herein "presentment". Respondent was required to send the presentment to the U.S. Department of Treasury with their quarterly tax return showing return of equity to their creditor.
9. All communications to Affiant regarding said Private Counterclaim and accompanying inquires, were to be mailed to the specified Notary Public.
10. Respondent dishonored Affiant's presentment as well as a Notice of Fault in Dishonor by a Breach of Fiduciary Duty, and as a result a Notice of Default was issued against Respondent.
11. Affiant gave Notice that Respondent's failure to properly and timely respond to this third good faith effort to settle the Account noted above, would constitute Respondent's agreement that Respondent has no legal or lawful basis to make a claim against Affiant or to demand performance or payment of any kind from Affiant, and that this matter would proceed to private administrative judgment with Respondent's stipulations to all statements provided in said Notice and to all answers in the accompanying Inquires.
12. Respondent has fully agreed to all of the terms and conditions of the contract, including the additional presentments that Respondent has offered. The total compensated is now **\$88,719.00 (EIGHTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS).**

It has been said, so it is done.

Dated this 3 day of Oct, 2002.



 Al Elfido Silvas, Jr.

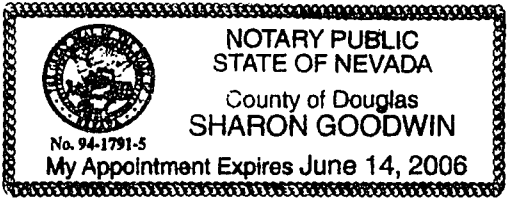
Nevada)
) ss
 Douglas county)

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME
 THIS 3 DAY OF Oct 2002

.....

 NOTARY PUBLIC



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As a Notary Public for said County and State, I do hereby certify that on this _____ day of _____ 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

Notary Public

PRIVATE ADMINISTRATIVE COURT

Al Elfido Silvas, Jr.
c/o 498 Green Acre Drive
Gardnerville, NV. 89410
Secured Party

Robert Hanaway dba
Manager
RIVIERA-WEST, INC. dba RIVIERA FINANCE
5 Centerpointe Drive, Suite 150
La Palma, CA. 90623
Respondents

RE: Account #020707643

Contract #63002-AS-RWF-01

DEFAULT JUDGMENT - DECISION

Nevada)
) ss
Douglas county)

*NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT*

Based on the attached affidavit entitled "Notice of Entry for Default Judgment" RE: Notice of Acceptance and Return of Equity, hereinafter "Contract", and the evidence attached to said affidavit, all of which has been presented to this panel by Al Elfido Silvas, Jr., herein "Petitioner",

JUDGMENT

IT IS THE JUDGMENT OF THIS PANEL that:

1. Petitioner is a Secured Party/Creditor over the property of AL ELFIDO SILVAS, JR.,
2. On three occasions Petitioner properly noticed Respondent, Robert Hanaway, in his private capacity and capacity as an agent for RIVIERA-WEST, INC AND RIVIERA FINANCE , herein "Respondents", of a presentment #63002-AS-RWF-01 and Respondent's corresponding Fiduciary Duty, and that they properly commenced, continued, and concluded said Contract.
3. Respondent failed to answer or otherwise respond, and therefore stands in

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agreement with Petitioner.

4. Maxims of law in support of Petitioner's request to this panel are:

An un rebutted affidavit is a judgment in commerce.

In commerce truth is sovereign.

Truth is expressed in the form of an affidavit.

A lien or claim can be satisfied only through rebuttal by counter affidavit point-for-point, resolution by jury, or payment.

The proof lies on him who affirms, not on him who denies.

The agreement of the parties makes the law of the contract.

A man's word is his bond.

For truth to be established, it must be expressed.

Silence is agreement.

He who leaves the battlefield first loses by default.

When a party has a duty to speak, his silence equates with fraud.

An accessory follows the nature of his principal.

A contract founded on a base or unlawful consideration, or against good morals, is null.

Sacrifice is the measure of credibility. One who has not been damaged by, given to, lost on account of, or put at risk by another has no basis to make claims or charges against him.

DECISION

THEREFORE, IT IS THE DECISION OF THIS PANEL that the parties have reached the following agreement:

1. Respondent has agreed that Al Elfido Silvas, Jr. is in fact the Creditor in this matter, and has agreed to all of the terms and conditions set forth in the Contract.
2. The Petitioner provided a Promissory Note for loan # 020707643 from RIVIERA-WEST., as Beneficiary and their agents for AL ELFIDO SILVAS, JR. as Trustor and therefore the debt has been discharged.

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3. Respondent, in their private capacity and in their public capacity failed to state a claim upon which relief can be granted, against the property of AL ELFIDO SILVAS, JR. which is currently pledged as security to the Petitioner.
4. Petitioner has accepted all offers made by Respondent to contract and therefore has undisputed ownership of the Contract, therefore Respondent's claim is unenforceable ab initio.
5. Respondent has agreed to, and now must, forward to Petitioner; **\$88,719.00 (EIGHTY EIGHT THOUSAND SEVEN HUNDRED NINETEEN DOLLARS).**

Done this 3rd day of October, Two Thousand Two.

L.S. [Signature] (SEAL)
disinterested third party, as private administrative judge

L.S. [Signature] (SEAL)
disinterested third party, as private administrative judge

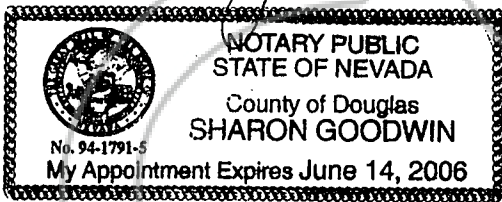
L.S. [Signature] (SEAL)
disinterested third party, as private administrative judge

Nevada)
) ss
Douglas county)

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this 3 day of Oct 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

[Signature]
Notary Public



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BK1002PG06028

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RIVIERA-WEST INC
 5 CENTERPOINTE DR.
 SUITE 150
 LA PALMA, CA. 90623

2. Article Number
(Transfer from service label)

7002 2030 0001 4114 6416

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery
9/27/02

C. Signature

X *[Signature]*

- Agent
- Addressee

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ROBERT HANAWAY
 RIVIERA-WEST, INC.
 5 CENTERPOINTE DRIVE
 SUITE 150
 LA PALMA, CA. 90623

2. Article Number
(Transfer from service label)

7001 2510 0007 8357 8219

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery
9/12/02

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

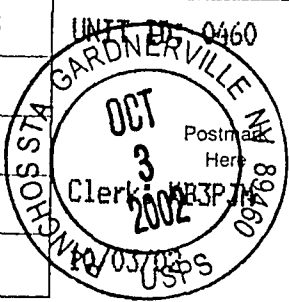
**U.S. Postal Service
 CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)**

Article Sent To:

RIVIERA-WEST, INC
LA PALMA, CA 90623

7099 3220 0006 2970 5979

Postage	\$	3.85
Certified Fee		2.30
Return Receipt Fee (Endorsement Required)		1.75
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	7.90



Name (Please Print Clearly) (To be completed by mailer)
 RIVIERA-WEST INC
 Street, Apt. No.; or PO Box No.
 5 CENTERPOINTE DRIVE SUITE 150
 City, State, ZIP+4
 LA PALMA, CA 90623

PS Form 3800, July 1999

See Reverse for Instructions

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COPY

REQUESTED BY
ALESIUAS JR
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 OCT 15 PM 4: 11

LINDA SLATER
RECORDER

\$25⁰⁰ PAID KJ DEPUTY

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