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Doc Number: **0824637**

05/31/2013 02:54 PM

OFFICIAL RECORDS

Requested By:  
**MICHELLE J GABLER**

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 24      Fee: \$ 62.00  
BK: 0513 Pg: 8565



Deputy ar

Assessor's Parcel Number:

<sup>1320</sup>  
APN ~~1230~~-32-111-078

Recording Requested By:

Name:

Michelle J. Gabler

Address:

1558 1<sup>st</sup> St

City/State/Zip

Minden, NV 89423

R.P.T.T.:

\_\_\_\_\_

Does not contain and social security info

Affidavit

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

C:\bc docs\Cover page for recording

**AFFIDAVIT OF TRUTH**

I Michelle-Janine: family Gabler, do assert and declare that I am, with sincere intent, competent to state matters set forth herein. The contents are true, correct, complete and not hearsay, in accordance with my NOW knowledge and understanding. I am of sound mind, over the age of twenty-one. I explicitly reserve all my rights; and being unschooled in law, and without a bar attorney, I come Sui Juris, in Truth. So help me. Emphasis is mine throughout.

1. I first purchased the house and land legally described below, from a private woman in 1973, and I owned it free and clear in 1988. I have called it “my home” for 39 years. At all times mentioned in this Affidavit, I have lived at 1558 1st Street, Minden, Douglas County, Nevada; recorded in Douglas County Recorder’s office as: Assessor’s Parcel Number (APN):1320-32-111-078; **DOC # 0639473/Loan No. 0109565820-7414**; legally described as: Schedule “A”, LOTS 7, 8, 9 AND 10, IN BLOCK P, AS SHOWN ON THE MAP OF TOWN OF MINDEN, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTRY, NEVADA ON JULY 2, 1906, AS DOCUMENT NO, 20840. SOURCE OF TITLE IS DOCUMENT NO. 528795.

2. I am in honor by reputation; an artist and ordained minister. I am on the Carson Valley Arts Council Board of Directors and active in the community. My grandfather was CC Meneley, for whom the elementary school in Gardnerville is named. Countless people in the community recognize and witness this house and land and things on the land as “my home.” I have suffered injury by public posting of Notice of Foreclosure in Minden. If I am forced from my home without just cause, I would be further subjected to public humiliation, and loss of reputation in the community in which I have lived and/or worked for 66 years.

**ALLEGATIONS**

3. As of 3/30/2004 Michelle J. Gabler, had an obligation to World Savings Bank secured by Assessor’s Parcel Number:1320-32-111-078; and

4. Agents for “Ameriquest Mortgage Company” (“Ameriquest Mortgage Co.”) a Delaware corporation, solicited me aggressively by phone almost daily, offering better rates, terms, and reduction in payments, if Michelle J. Gabler would refinance with them. I me for Michelle J. Gabler, eventually signed a Deed of Trust /Security Instrument (“DOT/Security

Instrument”), NEVADA-Single Family-Fannie Mae/Freddie Mae UNIFORM INSTRUMENT”, and ADJUSTABLE RATE RIDER (“Rider”) and ADJUSTABLE RATE NOTE (“Note”), on **March 3, 2005**, not knowing Ameriquest Mortgage was under investigation for predatory lending practices, usury, and bait-and-switch tactics in forty-nine (49) states. (A Copy of the DOT/Security Instrument was Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 1.)

5. Upon information and belief and thereon alleging: At all times mentioned in this Affidavit, Michelle J. Gabler, did not breach any condition of the DOT/Security Instrument/Rider/Note, but Ameriquest Mortgage Co., did breach its fiduciary duty by the following acts:

- (a) By Cheryl Brown and/or Ameriquest Mortgage Co. agents, making false and misleading statements without full disclosure to me for Michelle J. Gabler, using persuasive, high pressure “bait and switch” tactics, violated 16 CFR Part 238, Sec. 238.2, and Truth In Lending Title 15 USC 1635; and
- (b) By Cheryl Brown and/or Ameriquest Mortgage Co. preparing paperwork disguised as a “loan”, but having a new name “**Security Instrument**”; and failure to disclose that made it a contract issue; and
- (b) By Ameriquest Mortgage Co. misrepresenting “loan” characteristics by assigning alias’ “**Lender**” and “**Beneficiary**” to Ameriquest Mortgage Co. “under this Security Instrument”; alias “**Trustee**” to **Town and Country Title Services, Inc.** (“T & C Title”); and alias “**Borrower**” to Michelle J. Gabler, **An Unmarried Woman**; and
- (c) By Ameriquest Mortgage Co. acted in bad faith by engaging in abusive lending practices whereby it targeted Michelle J. Gabler for a Subprime “Loan”; over-inflated the value of the land and buildings to obtain a greater financial profit in violation of Nevada unfair trade and predatory lending practices; and
- (d) By Ameriquest Mortgage Co. by using “NEVADA-SingleFamily-FannieMae/FreddieMac UNIFORM INSTRUMENT Form 3029 1/01”; two of the largest investors in subprime and Alt-A loans, acted together for their enormous financial gain; and

- (e) By Ameriquest Mortgage Co.'s failure to give Michelle J. Gabler signed copies of the complete DOT/Security Instrument and Note required by 15 USC 1601 et seq.; which would have explained consumer rights, including but not limited to, the right to cancel the contract and Truth in Lending Disclosures; and
- (f) By failing to advise Michelle J. Gabler that Title 12 Code of Federal Regulations Part 226, Supplement I, Paragraph 23(a)(1), provided the transaction was rescindable. Michelle J. Gabler is/was specifically in the class of persons this statute was designed to protect; and
- (g) By the "ADJUSTABLE RATE NOTE" which reads on Page one, Number "1. BORROWER'S PROMISE TO PAY: In return for a loan that I have received, I promise to pay U.S. \$190,000.00 ("Principal"), plus interest "to the order" of Lender, Ameriquest Mortgage, did for its unjust gain, fail to disclose the instrument described as a "Note" but defined as a draft/check under the Uniform Commercial Code (UCC) governing definitions for negotiable instruments; my autograph/signature on the Note authorized Ameriquest Mortgage to create the money, and that was consideration for equal exchange for the property; and
- (h) By Ameriquest Mortgage Co.'s failure to disclose as required by Revised Article 9 which Nevada has adopted; a "Promissory note" means an instrument that evidences a promise to pay a monetary obligation, but **does not evidence an order to pay**, and does not contain an acknowledgment that the bank received a sum of money or funds for deposit. This disqualifies the instrument as ever being defined a "Promissory note". Since the Note was **NOT** a promissory note it was **not a Note at all**, but a draft/check, proving against *all* presumptions it is/was **not a "Promissory note."** It can never be a "note" because it is not "defined" as a "note", but is only called a "note", thus the presumption of enforcing it as a promise to pay is **forever barred**; void a promise, void a note, void a debt and void an obligation, all were **null and void** ab initio ultra vires; A void contract is one that in the law never really existed; and

- (i) By Ameriquest Mortgage Co. accepting, endorsing and depositing the check, but not disclosing the true nature of the transaction to me, it subjected Michelle J. Gabler to threat of loss of land and buildings and me to threat of loss of “use of land and buildings” and other damages; and
- (j) By my handwritten “**wet ink**” Autograph/Signature Seal authorized payment of \$190,000.00, “**to the order of**” Ameriquest Mortgage Co. on **3/4/2005**; thus creating \$190,000.00 legal tender, a cash equivalent item, and made equal exchange of one asset for another with Ameriquest Mortgage Co., per the 1913 Federal Reserve Act which states legal tender is created when “bearing the signature or indorsement of any one person”; and
- (k) By UCC Article 3 “**Order**” means a written instruction to pay money. The instruction may be addressed to any person, or to one or more persons jointly or in the alternative, **but not in succession**. The false Note was addressed to Ameriquest Mortgage Co.; A cash receipt should have been given to Michelle J Gabler, but was not; and
- (l) By Reconveyance from World Saving Bank to THE MICHELLE J GABLER FAMILY TRUST, dated **3/14/2005**, recorded in Douglas County Records Office as DOC# 0640396, on **3/30/2005**. The Michelle J Gabler Family Trust held Title from **3/14/2005** until **4/25, 2007** when it was released and quit claimed to the FS Minden Trust, where it remains to this day; and
- (m) By Ameriquest Mortgage Co. agents’ completing as many offerings as quickly as possible without regard to accuracy or completeness, **NEVER** had title; and
- (n) By Ameriquest Mortgage Co. not giving notice according to Page 13 of DOT/Security Instrument, Number 22. Acceleration; Remedies. to Michelle J Gabler following any breach of any covenant or agreement”; nor did it “invoke power of sale”; nor did it “cause Trustee”, Town & Country Title, to “execute” Notice of Default required by 12 USC 2601 et seq. and 15 USC 1601 et seq.; and

(o) Upon information and belief and thereon alleging: Ameriquest Mortgage Co. settled the suit with 49 states in early 2006; announced its retail officers were closing in early May, 2006; and closed its doors on or about 09/03/2007.

6. Upon information and belief and thereon alleging: **MORAL HAZARD**: Banks, the UCC, and courts have orchestrated an outrageous, unconscionable, and demonstrative fraud scheme for their enrichment; they have stolen the wealth and consideration of the people for years through nondisclosure and misleading doctrine, slight-of-hand and bluff, gross material misrepresentations, and deception, they have created a situation whereby multiple parties can make claims to the same piece of land and buildings, against the same alias "borrower", using the same false "DOT/Security Instrument[s]" and/or false "Note[s]" as their basis; and

7. Upon information and belief and thereon alleging: Ameriquest Mortgage Co. did not loan anything to Michelle J. Gabler, but Ameriquest Mortgage Co. created and used a false DOT/Security Instrument, and false "Note", labeled "Loan Number: 0109565820-7414" as part of an investment scheme of fraud and conversion where certificates were created to be **sold and re-sold** and gambled on the securities market (Wallstreet); as evidenced by "**Investor L# 0109565820**," printed on every false document recorded as Official Records of Douglas County, Nevada. Once the void DOT/Security Instrument/Note was converted to a certificate/stock, it could not revert back to its original form; and it lost its negotiability in the securitization process, which thus **bars anyone from claiming Holder in Due Course status**; and

8. Upon information and belief and thereon alleging: NO valid "loan" meant NO valid DOT/Security Instrument; thus chain of title defects in the ownership of the false "Note", and beneficial interest in the encumbrance, are/were null and void at inception; and

9. Upon information and belief and thereon alleging: Ameriquest Mortgage Co.'s "Prospectus Supplement" ("Prospectus") which explains the structure of this securitization, was submitted to the U.S. Securities and Exchange Commission (SEC) dated **April 22, 2005**, states Ameriquest Mortgage Co. "**sold**" the DOT/Security Instrument and/or false Note to a **new entity**, Ameriquest Securities Inc. (Ameriquest Securities). Ameriquest Securities was assigned alias "**Depositor**" and "**Registrant**" and Ameriquest Mortgage Co. was assigned alias "**Master Servicer**" for a Real Estate Mortgage Conduit (REMIC) trust called, "**Ameriquest Securities**

**Inc. Asset-Backed Pass-Through Certificates, Series 2005, R6** (Certificates Series 2005, R6) and that REMIC was given preferential tax status as a pass-through account with a **life of only 90 days**. The “cut-off” date for deposits into the trust was **July 1, 2005**, and the closing date was **July 29, 2005**; Certificates Series 2005, R6, did **“not represent ownership interests in or obligation of any other entity.”** (Page 2) A REMIC according to Investopedia Financial Dictionary is:

*“a synthetic investment vehicle” consisting of “a fixed pool of mortgages broken apart and marketed to investors as individual securities”*

(A Copy of pertinent pages of “Prospectus Supplement”- “8K” - “10K” Filings” were Lodged-Filed at Tahoe Justice Court on 2013-5-3 as Exhibit 5.)

10. Upon information and belief and thereon alleging: The U.S. Department of the Treasury, Committee on Foreign Investment in U.S. (CFIUS) “Does not consider special purpose vehicles or **other shell companies** to be the actual parties in interest in a transaction.” (A copy of U.S. Department of the Treasury, CFIUS is attached as Exhibit **A**)

11. Upon information and belief and thereon alleging: Ameriquest Mortgage Co. indorsed the false Note/check “without recourse” (without liability to Ameriquest Mortgage Co.) and “in blank” (not naming anyone to whom the endorsement was made); and

12. Upon information and belief and thereon alleging: In this securitization, thousands of false loans, given a value of “\$1,168,200,000.00 (APPROXIMATE) were pooled together in that REMIC. No business events of taxable or monetary significance takes place in a REMIC, and it **“can NOT own assets or issue stock** or its **tax-exempt status** is violated and the trust itself is ‘void ab initio’”; false loan assets were held in **“book-entry”** (digital) form (Page 6), until the closing date, **7/29/2005** when “Certificates Series 2005, R6” were **“sold”** to Underwriters, and **“sold”** again in **“slices”** to **10,663** investors as Derivative Hybrid Debt Instruments (bonds) and equity instruments. A SEC filing dated **8/25/2005** showed zero (-0-) loss to the trust. A Copy of that document was Lodged at Tahoe Justice Court on 2013-5-3; and Certificates Series 2005, R6, was terminated with the SEC effective **1/13/06**. (A Copy of Termination Filing is attached as Exhibit **B**.)



13. Upon information and belief and thereon alleging: Michelle J. Gabler's identity was used on a portion of the Securities-Bonds, sold to investors **without permission**; and

14. Upon information and belief and thereon alleging: Deutsche Bank, was trustee for "Certificates Series 2005-R6", performing "certain administrative functions with respect to the certificates"; and was indemnified and **held harmless against any loss ...**; and The United States Treasury Department through the *Troubled Assets Relief Program* (TARP) paid approximately \$600 billion to \$700 billion to cover any "troubled" (non-performing) false loans; thus Deutsche Bank can NOT claim any loss against Michelle J Gabler; and

15. Upon information and belief and thereon alleging: Deutsche Bank, was *never* a beneficiary of the false DOT/Security Instrument as claimed on false recorded assignments; but Deutsche Bank is an interloper, an impostor whose intent is to take title to land and building it has no right to claim, and to enforce a false "Note" against Michelle J. Gabler, thus showing its motive in the fraud.

**Fraud.** An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact which deceives and is intended to deceive another so that he shall act upon it to his legal injury. It consists of some deceitful practice or willful device, resorted to with intent to deprive another of his right, or in some manner to do him injury. Black's Law Dictionary 5th ed.

#### **ADVERSE PARTIES**

16. Upon information and belief and thereon alleging: DEUTSCHE BANK NATIONAL TRUST COMPANY (Deutsche Bank), a company of unknown form, was registered to do business in the State of Nevada as entity "E0130572007-5" on **2/23/2007**, but is no longer registered to do business in the State of Nevada as of **2/23/2012**, therefore it can NOT lawfully pursue this action for unlawful detainer; and Deutsche Bank and its attorney's knowingly and intentionally pursued the action illegally; and Deutsche Bank by and through its attorneys filed or caused to be filed false paperwork to **THE TAHOE JUSTICE COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF DOUGLAS** (Tahoe Justice Court). Deutsche Bank holds NO valid assignment; they are without interest, and without recourse; Deutsche Bank lacks cause for action:



- 1- NOW and THEN this court lacked cause for action.
- 2- With no cause for action, the Court lacks subject matter jurisdiction.
- 3- False information has been presented to this Court by bank attorney predators.
- 4- Truth: No pending legal action exists against MICHELLE J GABLER.
- 5- NOW I SHOW WHAT IS and IS NOT.

17. Upon information and belief and thereon alleging: By false claim for damages, unsupported charge of presumptive claim; attempted adverse possession by and through its attorneys, Deutsche Bank initiated action in error in TAHOE JUSTICE COURT; and Deutsche Bank by organized scheme by and through its agents and attorney's, namely: American Home Mtg. Servicing, Inc. ("AHMSI"); Citi Residential Lending, Inc. ("Citi"); Lender Processing Services Inc. ("LPS"); LSI Title Agency ("LSI"); Nationwide Title Clearing ("Nationwide"); Power Default Services, Inc. ("Power Default"); T.D. Service Company ("TD Services"); Altisource; Michael R. Brooks, Esq.; Jeffrey J. Todd, Esq., and Chris Connell, Esq.; (Brooks Bauer, LLP); by aiding and abetting fraud, assisting in Securities fraud, Investment fraud, Grand Larceny, violations of TILA, RESPA, and FDCPA; conducting three online auctions without valid title; and causing new owners to contact me after they purchased the property; by false and misleading paperwork recorded at Douglas County Records Office, Minden, Nevada, to manipulate false title to property to which they held/hold NO interest, and had/have NO recourse; and acting against Michelle J Gabler, staged an unlawful non-judicial foreclosure; Assignment Fraud in the Land Records, and Mortgage Servicing Fraud becomes Wrongful Foreclosure – Foreclosure Fraud, and theft of the land and buildings I continued Claim-Salvage-use for 39 years; and I me live-woman Michelle- Janine: family Gabler for Michelle J Gabler, **did and do rebut** any and all claims made by Deutsche Bank, its attorney's and all predator others;

18. Upon information and belief and thereon alleging:
- (a) Deutsche Bank knew or should have known: With its unique, and special knowledge and expertise, that banks cannot lend customers' deposits, its capital, nor its notes; and if a bank did so it would be committing a crime; and that a note is a security, because 12 USC chapter 8 defines it as such; and NO applicable presumption can be made based upon a note; and every asset to the bank is also an obligation, and vice versa, all securities are assets and financial

obligations; and notes held in a security account are assets; and a note with an authorizing signature creates the money to “pay” or make equal exchange for something; and if the bank does not disclose that, it is committing a fraud, but they do it all the time; and that it has/had NO claim of default as it was NOT party to any alleged contract with Michelle J. Gabler; and

*"Where the complaining party cannot prove the existence of the note, then there is no note. To recover on a promissory note, the plaintiff must prove:*

*(1) the existence of the note in question;*

*(2) that the party sued signed the note;*

*(3) that the plaintiff is the owner or holder of the note; and*

*(4) that ascertain balance is due and owing on the note."* See In Re: SMS

*Financial LLC. V. Abco Homes, Inc. No. 98-50117 February 18, 1999*

*(5th Circuit Court of Appeals)*

- (b) Deutsche Bank knew or should have known: Affidavit of Truth and Notice to Cease and Desist All Foreclosure Activities Prior to Validation of Claim of Debt dated 01/18/2011 went un-rebutted and "An un-rebutted affidavit becomes a judgment in commerce. Legal Maxim: *"He who does not deny, admits."* "Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2nd, 526, 536 (7th Cir. 1981)(A Certified Copy of the Affidavit/Notice was Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 3.);
- (c) Deutsche Bank knew or should have known: Notices sent by mail; and or brought to my door threatened me (Copies of two Notices, one with attached false Note were Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 4.);
- (d) Deutsche Bank knew or should have known: Details of Ameriquest Mortgage Co.'s "**Prospectus Supplement** Filed pursuant to Rule 424(b)(5), with U.S. Securities and Exchange Commission (SEC) dated April 22, 2005, explained the **securities scheme** in which it participated; and that notes held in a security account are assets under 12 U.S.C. 92a; and
- (e) Deutsche Bank knew or should have known: that APN: 1320-32-111-078 was owned by FS Minden Trust; and Michelle J. Gabler was NOT the proper

- party to sue; but its agents acting against me live-woman Michelle- Janine and Michelle J Gabler, recorded false and misleading paperwork to manipulate false title, then staged a wrongful non-judicial foreclosure easy as pie; and
- (f) Deutsche Bank knew or should have known: Ameriquest Mortgage Co. did NOT transfer any beneficial interest or title to Deutsche Bank; and its recitations of facts are at variance with (1) the actual money trail and (2) provisions of the documents required assignment in recordable form into the REMIC within 90 days while it was still performing; and
- (g) Deutsche Bank knew or should have known: its agents employed people who forged false documents with **new numbers**: "CRL L# 0109565820, Assignee L#4001505611, Investor L#0109565820 (same as false loan number); and false swore to document accuracy; and false notarized; Worthless paperwork does not create nor provide evidence an actual transaction that took place;
- (h) Deutsche Bank knew or should have known: that faulty, forged and fabricated paperwork was recorded as: Official Records of Douglas County, Nevada as:
- (1) **Corporate Assignment of Deed of Trust**, DOC# 0737835 dated **02/18/2009** nearly **four years** after Ameriquest Mortgage Co. **sold** the void DOT/Security Instrument/Note to Ameriquest Securities; and after the REMIC was closed, the unauthenticated document was false-signed by an employee of "Nationwide", **not registered to do business in Nevada**, claiming to be "Vice President" of "Citi, Attorney-in-Fact for Ameriquest Mortgage Co.;" without authority to make such assignment; and false notarized in violation of Nevada "forgery" Laws. (A Copy of Florida Department of State, Division of Corporations, showing valid signature of Bryan J. Bly is attached as Exhibit **C**.)
- (2) **Notice of Default and Election to Sell Under Deed of Trust**, Doc # 773126 dated **11/01/2010**, signed by an employee of Power Default, TD Services, *or* LSI, stating Power Default, "**is either**" "the original Trustee", "the duly appointed substituted Trustee", or "acting as agent for the Trustee or Beneficiary under the following described Deed of Trust..."

- (3) **Substitution of Trustee**, Doc# 774795 dated **12/03/2010**, stated **beneficiary** “**Deutsche Bank...** desires to substitute a **new Trustee...**” It was false signed by an employee of AHMSI claiming to be “Vice President”; **Effective Date: 10/29/10**. Three companies, TD Services, LSI, and AHMSI, all claiming to be “agents” for Deutsche Bank, sent documents dated **10/29/2010**, each one with conflicting information; **Neither Beneficiary nor Trustee was identified**. The Notice was executed by TD Services as **Agent** for the **Trustee**; and stated “We are assisting the **Beneficiary**” “to collect a debt...”
- (4) **Assignment of Deed of Trust**, DOC# 777182 dated **01/20/2011**, signed by an employee of AHMSI, not notarized, stated, “FOR VALUE RECEIVED” AHMSI “hereby grants, assigns and transfers to Deutsche Bank..., trustee for the Trust all beneficial interest under that certain **DOT** dated **March 4, 2005...**”, Effective: **10/1/2010**, executed on **01/11/2011**; signed by an Assistant Secretary of AHMSI acting as “Attorney-in-Fact”;
- (5) **Notice of Trustee’s Sale**, DOC# 778743 dated **02/18/2011**, signed by an employee of Power Default or TD Services, dated **02/10/2011**, stated Power Default was “Trustee”. “**Unpaid advances**” were noted to be **\$219,172.69**. The Notice was signed by an Assistant Secretary of TD Services, and stated “We are assisting the **Beneficiary** to collect a debt...”
- (6) **Trustee’s Deed Upon Sale**, DOC# 780255 dated **03/21/2011**, states the property was sold to “**Grantee**”: **Deutsche Bank**, “foreclosing beneficiary of \$127,200.00, plus \$497.25 “documentary transfer tax”, totaling **\$224,812.19**; and “This conveyance is made pursuant to the authority vested in said Trustee, as Trustee **or as** duly appointed Trustee of the DOT as follows: Trustor: **MICHELLE J GABLER**; **Power Default was “herein called Trustee.”** It was signed by employees of Power Default or TD Services; signed by two **Assistant Secretary’s**. It is interesting to note that the Assessed Value on a subsequent online auction was **\$51,111.00**; Land value was **\$35,000.00** (A Certified Copy of all false DOC’s were Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 2.); and

- (7) **Notice to Vacate Property/Notice of change of Ownership**, dated **03/31/2011**, found taped to the door. Two people named on that notice are not and never have been party to the property; and
- (8) Deutsche Bank knew or should have known: As it claimed to be trustee under a deed of trust it must not be the beneficiary of the deed of trust for the purposes of exercising the power of sale pursuant to NRS 107.080 (A Certified Copy of Affidavit/Notice was Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 3.)
- (9) Deutsche Bank knew or should have known: It's agents claiming false title, conducted online auctions after wrongful foreclosure, causing real estate brokers such as Safeguard Properties, LLC, Homeward Residential REO, and strangers to come to the house at all hours, harassing me, taking pictures, trespassing and terrorizing me; and
- (i) Deutsche Bank knew or should have known: It was attempting to collect money on a **copy** of a forged Note that it was not entitled to; the forged Note did not have any endorsement nor transfer to Deutsche Bank; and its agents utilized United States mail, telephones, and the internet to further their pattern of illegal conduct and terrorization; and Deutsche Bank and its agents and its attorney's were/are using the void Note for its/their own purposes; it remains that Deutsche Bank and its agents owe Michelle J. Gabler any profit received from their use of that Note; **on and for the record**, all copies of that Note are counterfeit and are not acceptable as legal tender, and Deutsche Bank, its agents and all other predator others are forever barred against using that Note for further transactions, e.g. fractional reserve banking. (Copies of two Notices and the note were Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 4.)
- (j) Deutsche Bank knew or should have known: Procedural requirements for Nevada non-judicial foreclosures were violated as Deutsche Bank was never a party-in-interest and was without valid Corporate Assignment of the void DOT/Security. NO valid Notice of Default and Election to Sell Under Deed of Trust; NO valid Substitution of Trustee; no valid Notice of Trustee's Sale; and NO valid Trustee's Deed Upon Sale; and by Deutsche

Bank's and its agents' wrongful foreclosure by illegal and potentially/ criminal behavior, its Trustee's Deed Upon Sale/fantasy foreclosure, is NOW and THEN null and void; and

- (k) Deutsche" knew or should have known: inflammatory false claims against Michelle J Gabler, brought war to my Peaceful door; and I am, NOW at sixty six (66) years of age, under extreme threat and duress by trespass, harassment, intimidation and assault by Deutsche Bank, its agents and its attorney's intending to put me out on the street; and causing me extreme mental anguish and illness requiring a doctor's care. I have been robbed of my ability to sleep soundly, my clarity of thought, my ability to think clearly, and my artistic ability by which I was able to support myself throughout my adult years; and
- (l) Deutsche" knew or should have known: Its attorney's introduced no sworn evidence to overcome my first-hand knowledge that it lacked lawful standing when it filed suit. Undisputed evidence shows Deutsche Bank did not have lawful standing at the inception of its lawsuit. See McLean v. J.P. Morgan Chase Bank, N.A., 79 So. 3d 170 (Fla. 4th DCA 2012); and
- (m) Deutsche" knew or should have known: By false claim of debt; false controversy; attempted adverse possession; unsupported charge of presumptive claim; by and through its attorneys, Michael R. Brooks, Jeffrey J. Todd, and Chris Connell, Deutsche Bank presented false testimony to the court, without first-hand witness knowledge sworn to under penalty of perjury; and I me live-woman Michelle for my Michelle J Gabler, rebut and object to any/all claims made by Deutsche, its agents and all predatory others; there is NOT one shred of truth in its/their claims; and
- (n) Deutsche Bank knew or should have known: *Validity and remedy are inseparable, and both are parts of any obligation, which is a guaranteed by the Constitution against invasion. Any obligation of a contract is the law which binds the parties to perform their agreement.* RED CROSS LINE vs ATLANTIC FRUIT COMPANY, 264 U.S. 109, 68 L. Ed. 582, 44 S. Ct. 274, February 18, 1924 Decided;



(o) Deutsche Bank knew or should have known: It made a claim of **reversionary interest** against the State of Nevada and the United States and by manipulation and agreement with the court attempted to hold Michelle J. Gabler/MICHELLE J GABLER responsible for their action; and any discrimination or injury caused by the State of Nevada and/or its agents' by failure to recognize two distinct differences in parties, One is real, Michelle-Janine, and the other artificial, Michelle J. Gabler/MICHELLE J GABLER, and agreement to such injuries and associated damages is established by me live-woman Michelle-Janine; and I me Michelle-Janine, at no time willingly, knowingly, intentionally, or voluntarily agreed to subordinate my position as creditor for Michelle J Gabler, through autograph/signature, or words, actions, or inaction; and I did/do NOT hold title to that name on court papers; I did/do NOT agree to be trustee or surety for that name; I did/do NOT knowingly or willingly consent to any/all offers from Deutsche Bank, its agents, its attorneys, Richard Glasson, Tahoe Justice Court, and any/all predator others;

19. Upon information and belief and thereon alleging: I me for Michelle J Gabler hired bar-attorney Wayne M. Pressel, when I was under extreme fear, duress, and threat and ill-health, and not knowing or understanding law language. I trusted Wayne M. Pressel and mistakenly signed papers under his direction through which I NOW know, I may have made false claims, and unwittingly meddled in affairs that had nothing to do with me; my incompetence and lack of understanding may have caused confusion. That was never my intent; I am and remain I am me live-woman Michelle-Janine, **affected-party-in-interest** as salvage-user of the land and buildings near 1558 1<sup>st</sup> Street, Minden, Nevada; and those papers brought harm to me by predator others NOT informing me a suit is always against a corporate fiction entity, in this case, MICHELLE J GABLER. I am me Michelle-Janine, flesh and blood, and the corporate fiction is NOT; the State of Nevada gave me a certified copy of a certificate bearing name Michelle Janine Gabler, an indemnity-usufruct-compliant certificate to **use** in commerce; and I believe the only signatory for Michelle J Gabler, is the REGISTRAR for the STATE OF NEVADA; that certificate held/holds Michelle J Gabler indemnified and held-harmless against any loss; and I made every attempt I knew of to keep my Self safe from molestation and harm by belligerent wrongdoers Deutsche Bank, its agents and its attorneys; that I me Michelle-Janine,

nor Michelle J. Gabler nor MICHELLE J GABLER are party to any valid contract with Deutsche Bank or its agents or its attorney's that requires me or Michelle J. Gabler, to perform in any manner, including but not limited to the payment of money, FRN credits, to Deutsche Bank or its agents or its attorneys; by allowing litigation to proceed indefinitely at further cost, further threat and further duress to me, by which I have been severely wounded emotionally, physically, and financially; and

20. Upon information and belief and thereon alleging: "**Tahoe Justice Court** in Stateline, NV is a **private company** categorized under County Government-Courts." As are all courts and offices in Douglas County. **Glasson, Richard** in Zephyr Cove, NV is also allegedly "a **private company** categorized under **Auction, Real Estate**. Our records show it was established in 1978 and incorporated in Nevada. **Glasson, Richard also does business as Susan F Glasson**. Companies like Glasson, Richard usually offer: Ball Auction & Real Estate Services, Real Estate Auction Services." An internet search for Susan F Glasson, revealed she is "AKA Glasson Richard." Susan F Glasson is allegedly a Federal Housing Administration (FHA) approved real estate appraiser in Zephhr Cove, Nevada. Richard Glasson has repeatedly claimed jurisdiction over the Deutsche Bank case 11-CV-0031 against Michelle J. Gabler despite being challenged. Richard Glasson and Tahoe Justice Court, and Deutsche Bank through its attorneys, were told that Deutsche Bank was not title holder to the "premises" from which they were "seeking to eject" me; and that Deutsche Bank was "not a legal entity entitled to bring and unlawful detainer action..."; Richard Glasson clearly has a conflict of interest with respect to Deutsche Bank's organized scheme against Michelle J. Gabler/MICHELLE J GABLER, and has played an integral part in Deutsche Bank's theft. Richard Glasson has by trickery and deceit under color or law, aided and abetted Deutsche Bank's fraud as noted above, and by his acts, has knowingly and wantonly acted against me, live-woman Michelle-Janine, and MICHELLE J GABLER for unjust gain;

*In regard to courts of inferior jurisdiction, "if the record does not show upon its Face the facts necessary to give jurisdiction, they will be presumed not to have existed." Norman v. Zieber, 3 Or at 202-03*

*McNally v. U.S., 483 U.S. 350, 371-372, Quoting U.S. v Holzer, 816 F.2d. 304, 307  
Fraud in its elementary common law sense of deceit includes the deliberate*

*concealment of material information in a setting of fiduciary obligation. A public official is a fiduciary toward the public, and if he deliberately conceals material information from them he is guilty of fraud.*

Furthermore, grievous harm has come to me Michelle-Janine and Michelle J Gabler/MICHELLE J GABLER by entrapment into Defend-ant-Status, and denial of Equal Access to Justice Act, 28 U.S.C. § 241.; and Richard Glasson has trespassed on my rights, perjured his Oath of Office, vacated his office, committed insurrection against the constitutions of the State of Nevada and the United States, committed treason against the people of the county of Douglas; and it is my belief that Richard Glasson, Michael R. Brooks, Jeffrey J. Todd, and Chris Connell, of Brooks Bauer, LLP engaged in "champerty and barratry" in violation of the Nevada Supreme Court's Rules of Professional Conduct. These rules say, in part, "It is professional misconduct for a lawyer" to "engage in conduct involving dishonesty, fraud, deceit or misrepresentation." The rules also say, "A lawyer shall not knowingly make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer."

Nevada Constitution: the "*Right to acquire and hold property guaranteed by Nev. Art. 1, § 1, is one of most essential for existence and happiness of man and it implies and includes right to labor.*" Ex parte Boyce, 27 Nev. 299, 75 Pac. 1 (1904).

Boyd v. U.S., 116 U.S. 616 "*The court is to protect against any encroachment of Constitutionally secured liberties.*"

US v Will, 449 US 200,216, 101 S Ct, 471, 66 LEd2nd 392, 406 (1980) Cohens V Virginia, 19 US (6 Wheat) 264, 404, 5LEd 257 (1821) "*When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason.*"

21. Upon information and belief and thereon alleging: NO "Private Company" by law has jurisdiction over anyone unless there is a valid contract that one has entered into "willingly, knowingly and intentionally". One cannot be forced into a contract against his/her will and all contracts must also have been fully-disclosed as to the terms of the contract at the time of the signing of said contract to be valid. I me live-woman Michelle-Janine have not now or ever knowingly or willingly consented to contract with Richard Glasson, the Tahoe Justice Court, and or any of its agents, and or Deutsche Bank and or its agents and or attorneys; and I me

Michelle-Janine's rights "...existed by the law of the land long antecedent to the organization of the State." (Hale v. Henkel, 201 U.S. 43); and I me Michelle-Janine's rights exist even in light of the U.S. Bankruptcy AKA The National Emergency and that includes the right of redemption; and No court or alleged judge can overturn or disregard or abrogate my affidavit; and I me for Michelle J Gabler, did/do NOT understand Deutsche Bank or its agent's or its attorney's, or Richard Glasson's, or the court's war language and I profoundly object to Richard Glasson's/Tahoe Justice Court accusations, opinions or trial; I did/do NOT recognize any of his/its war-rants/meetings, as a court of LAW; and

22. Upon information and belief and thereon alleging: when I me for Michelle J Gabler requested a Temporary Restraining Order (TRO) from The Justice Court of East Fork Township, Minden, Nevada, due to Deutsche Bank agents' stalking, aggravated stalking, and harassment. Due to a mistake the TRO was NOT issued. Thomas Perkins, Justice of the Peace, sent a letter that stated The Justice Court of East Fork Township was a "**court of limited jurisdiction**", and did NOT "have civil jurisdiction" in this matter. On 2013-5-3 I me Michelle-Janine Lodged-Filed Against 11-CV-0031 and CV 11-229, paperwork asking Richard Glasson, how the Tahoe Justice Court had jurisdiction over this matter when the Justice Court of East Fork Township did not? He did NOT answer. (A Copy of the letter from Thomas Perkins, Justice of the Peace dated March 11, 2011 was Lodged at Tahoe Justice Court on 2013-5-3 as Exhibit 6.); and

- 1- I me requested a TRO from Tahoe Justice Court, but my request was ignored;
- 2- On May 9, 2013 Richard Glasson issued and Order for Unlawful Detainer Trial would commence at 9:00 am on June 19, 2013; and
- 3- In that Order, he stated that the May 7, 2013 hearing was "to allow the parties to present evidence... neither party presented any facts..."
- 4- I me for Michelle J Gabler presented all evidence listed above, to Tahoe Justice Court prior to the May 7<sup>th</sup> hearing, and my Affidavit of Truth was introduced to the court in 2012 by Wayne M. Pressel who was then acting as counsel for Michelle J. Gabler. I terminated Wayne M. Pressel's representation prior to the May 7, 2013 hearing. **I was NOT notified that the nature of the hearing was to present evidence, nor was I informed the day of the hearing that it was to present evidence;** and

23. Upon information and belief and thereon alleging: This is NOT new behavior for Deutsche Bank. I believe punitive damages are warranted in order to punish and deter it and its agents and its attorney's from any future misconduct of this enormity. I wish and require relief in amount of \$458,160.00, the "previous value" of the property, plus treble damages; plus return of any/all payments made to AHMSI; plus attorney fees; plus punitive damages of \$2,000,000.000; I sent Deutsche Bank a true bill for that amount, but it was dishonored; and

24. Upon information and belief and thereon alleging: The activities of Deutsche Bank and its agents and attorneys are in or affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44. 4. This Affidavit and Complaint before the Court states a claim upon which relief may be granted against Deutsche Bank, under Sections 5(a), 5(m)(1)(A), and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a), 45(m)(1)(A), and 53(b); and other U.S. Codes and Nevada Revised Statutes; and

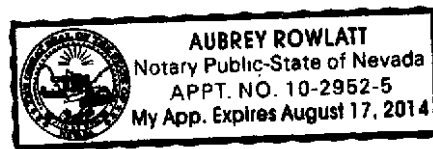
25. Deutsche Bank, its attorneys, and Richard Glasson have seven (7) days after receipt of this Affidavit, to respond point for point based on fact, law and evidence, and first-hand witness testimony given under penalty of perjury. If NOT rebutted in seven (7) days these facts stand as true in the private and public record. This matter is CLOSED with respect to me live-woman Michelle and Michelle J Gabler/MICHELLE J GABLER. This matter is CLOSED by me and my Autograph/Signature Seal. In Life and Truth and Peace in Harmony with Love, I am in Peace and

Year-Month-Day

I continue Claim-Salvage-use on day 2013-05-31

with my Autograph/Signature Seal Michelle-Janine family Gabler

NOTARY:  
STATE OF NEVADA COUNTY OF DOUGLAS  
This instrument was acknowledged before me on 5-31-13  
by-me for Michelle-Janine; family Gabler/Michelle J.Gabler.  
My commission expires on 8-17-14  
Notary signature Aubrey Rowlatt





# U.S. DEPARTMENT OF THE TREASURY

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Financial Access

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Institutions, and Fiscal  
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## Resource Center

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### Committee on Foreign Investment in U.S. (CFIUS)

#### What are the most common reasons for notices being determined to be incomplete?

Examples of deficiencies commonly resulting in a determination that a notice is incomplete include:

- Unclear description of business lines – the notice must provide a clear and detailed account of each companies' products and services;
- Unclear description of the transaction – the notice must clearly describe all entities involved in the transaction and the nature and structure of the transaction; or
- Absence of a certification – all notices must be certified correctly (in accordance with the above templates and § 800.202 of the regulations) to be deemed complete.

#### What steps can be taken with respect to information required by § 800.402 to further facilitate CFIUS review?

Suggestions include:

- Section 800.402(j)(1) requires submission of organizational charts showing control and ownership of the foreign person that is a party to the transaction. CFIUS's review would be aided if the parties provide such charts for the U.S. business and the charts for the U.S. business and the foreign person diagram the ownership chains for the acquirer and target before and after the transaction being notified to CFIUS. These should be as extensive and detailed as possible.
- Sections 800.402(c)(1)(iii) and (v) require submission of information related to the foreign person and its parents. CFIUS's review would be aided if the notice identifies whether the actual party in interest is the party to the transaction or one of the parents of the party to the transaction. CFIUS does not consider special purpose vehicles, wholly-owned subsidiaries established for the sole purpose of the transaction, or other shell companies to be the actual parties in interest in a transaction.
- Sections 800.402(c)(3)(iii) and (iv) require information regarding certain United States Government contracts. Parties are advised to update and verify United States Government contact information for such contracts. Private sector entities not party to the notice are not acceptable points-of-contact for contracts in question.



-----BEGIN PRIVACY-ENHANCED MESSAGE-----

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ACCESSION NUMBER: 0001020242-06-000066  
CONFORMED SUBMISSION TYPE: 15-15D  
PUBLIC DOCUMENT COUNT: 1  
FILED AS OF DATE: 20060113  
DATE AS OF CHANGE: 20060113  
EFFECTIVENESS DATE: 20060113

FILER:

COMPANY DATA:

COMPANY CONFORMED NAME: Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series  
CENTRAL INDEX KEY: 0001334743  
STANDARD INDUSTRIAL CLASSIFICATION: ASSET-BACKED SECURITIES [6189]  
STATE OF INCORPORATION: DE  
FISCAL YEAR END: 1231

FILING VALUES:

FORM TYPE: 15-15D  
SEC ACT: 1934 Act  
SEC FILE NUMBER: 333-121781-06  
FILM NUMBER: 06528549

BUSINESS ADDRESS:

STREET 1: 1100 TOWN & COUNTRY ROAD  
CITY: ORANGE  
STATE: CA  
ZIP: 92868  
BUSINESS PHONE: 7145419960

MAIL ADDRESS:

STREET 1: C/O WELLS FARGO BANK MINNESOTA NA  
STREET 2: 11000 BROKEN LAND PARKWAY  
CITY: COLUMBIA  
STATE: MD  
ZIP: 21044

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UNITED STATES OF AMERICA  
SECURITIES AND EXCHANGE COMMISSION  
Washington D.C. 20549

FORM 15 - Certification and Notice of Termination of Registration  
under Section 12(g) of the Securities Exchange Act of 1934 or  
Suspension of Duty to File Reports Under Sections 13 and 15(d) of  
the Securities Exchange Act of 1934.

Commission File Number: 333-121781-06

AMERIQUEST MORTGAGE SECURITIES INC.

(Exact name of registrant as specified in its charter)

1100 TOWN & COUNTRY ROAD, SUITE 1100, ORANGE, CA 92868  
(714) 564-0660

(Address, including zip code, and telephone number, including area  
code, of registrant's principal executive offices)

AMERIQUEST MORTGAGE SECURITIES INC.,

ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R6  
CLASS A-1A, CLASS A-1B, CLASS A-2, CLASS M-1, CLASS M-2, CLASS M-3,  
CLASS M-4, CLASS M-5, CLASS M-6, CLASS M-7, CLASS M-8, CLASS M-9  
(Title of each class of securities covered by this Form)

NOTE

(Titles of all other classes of securities for which a  
duty to file reports under section 13(a) or 15(d) remains)

Please place an X in the box(es) to designate the  
appropriate rule provision(s) relied upon to terminate or  
suspend the duty to file reports:

Rule 12g-4(a)(1)(i)	<input checked="" type="checkbox"/>	Rule 12b-3(b)(1)(ii)	<input checked="" type="checkbox"/>
Rule 12g-4(a)(1)(ii)	<input type="checkbox"/>	Rule 12b-3(b)(2)(i)	<input type="checkbox"/>
Rule 12g-4(a)(2)(i)	<input type="checkbox"/>	Rule 12b-3(b)(2)(ii)	<input type="checkbox"/>
Rule 12g-4(a)(2)(ii)	<input type="checkbox"/>	Rule 15d-6	<input type="checkbox"/>
Rule 12h-3(b)(1)(i)	<input type="checkbox"/>		

Approximate number of holders of record as of the certification  
or notice date: 12

SEE ATTACHED CERTIFICATION .

Pursuant to the requirements of the Securities Exchange Act of 1934 (Name of registrant as specified in charter) has caused this certification/notice to be signed on its behalf by the undersigned duly authorized person.

DATE: January 4, 2006 By: /s/ Katherine M. Wannemacher  
Katherine M. Wannemacher  
Vice President  
Deutsche Bank National Trust Company,  
As Trustee

Instruction: This form is required by Rules 12g-4, 12h-3 and 15d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934. The registrant shall file with the Commission three copies of Form 15, one of which shall be manually signed. It may be signed by an officer of the registrant, by counsel or by any other duly authorized person. The name and title of the person signing the form shall be typed or printed under the signature.

ACCOUNT HOLDER CERTIFICATION

AMERIQUEST MORTGAGE SECURITIES INC.,  
ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R6

Commission File Number: 333-121781-06

I hereby certify that the following information is correct:

NAME OF SECURITY	CERTIFICATE HOLDERS AS OF DECEMBER 31, 2005
CLASS A-1A	1
CLASS A-1B	1
CLASS A-2	1
CLASS M-1	1
CLASS M-2	1
CLASS M-3	1
CLASS M-4	1
CLASS M-5	1
CLASS M-6	1
CLASS M-7	1
CLASS M-8	1
CLASS M-9	1
TOTAL	12

Date: January 4, 2006

Deutsche Bank National Trust Company,  
not in its individual capacity,  
but solely as a duly authorized agent of  
the Registrant pursuant to the Pooling  
and Servicing Agreement dated as of  
July 1, 2005.

By: /s/ Katherine M. Wannemacher  
Katherine M. Wannemacher  
Vice President  
Deutsche Bank National Trust Company,  
As Trustee

</TEXT>  
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</SEC-DOCUMENT>  
-----END PRIVACY-ENHANCED MESSAGE-----

# State of Florida



Department of State

I certify the attached is a true and correct copy of records pertaining to the notary public commission for BRYAN J. BLY, as shown by the records of this office.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Eighth day of May, 2013



CR2EO22 (1-11)

*Ken Detzner*

Ken Detzner  
Secretary of State

BK : 0513  
PG : 8587  
5/31/2013

0824637 Page : 23 of 24

EXHIBIT C - Two Pages



# NOTARY PUBLIC COMMISSION APPLICATION

Florida Department of State  
Notary Commissions (850) 245-6975

Complete and Return to:  
National Notary Association  
P.O. Box 10370  
Tallahassee, FL 32302-2370

153126568

This application and the information it contains, except social security number, are public record and may be disclosed to any person upon request.

Full Name: BLY BRYAN J  
 Home Address: 2991 GULF TO BAY BLVD CLEARWATER FL PINELLAS 33759  
 Place of Employment: NATIONWIDE TITLE CLEARING  Unemployed  Retired  
 Business Address: 2100 ALT 19 NORTH PALM HARBOR FL 34683  
 Mail to:  Home  Business  Other Address: \_\_\_\_\_  
 Home Phone: ( 727 ) 415-8681 Business Phone: ( 727 ) 771-4000 Extension \_\_\_\_\_  
 E-Mail Address: NONE Sex:  M  F Race: CAUCASIAN  
 Florida Driver's License (or other State of Florida Issued ID) [REDACTED] - 299-0 Date of Birth: 8 / 19 / 1958

- Are you a legal resident of Florida?  Yes  No (If No, you are not eligible to apply for a notary commission. Legal residency must be maintained throughout the appointment.)
- Are you a United States citizen?  Yes  No (If No, you must submit a recorded Declaration of Domicile. Obtain this document from your County Courthouse.)
- Are you now or have you ever been commissioned a Notary Public in the State of Florida?  Yes  No. If No, you must complete a 3 hour notary education course and submit a signed certificate of completion. (Ch. 668.50(11)F.S.)  
 If Yes: \_\_\_\_\_ (Commission expiration date) \_\_\_\_\_ (Commission number) \_\_\_\_\_ (Name in which your commission was issued)
- Have you held any professional licenses or commissions (other than Notary Public) in Florida during the past 10 years?  Yes  No (If Yes, please list.)  
 Have they been revoked?  Yes  No (If Yes, attach an explanation.)
- Have you been disciplined by a regulatory agency, including The Florida Bar, and including disciplinary action that is confidential?  Yes  No (If Yes, you must submit a written statement about the nature of the action and any supporting documentation, such as a copy of the Final Order from the regulating agency.)
- Have you been convicted of a felony, had adjudication of guilt withheld, or are you on probation?  Yes  No (If Yes, you must submit a written statement of the nature of the offense(s), a copy of the court judgement and sentencing order. If convicted, you must submit a Certification of Restoration of Civil Rights.)

STATE OF Florida AFFIDAVIT OF CHARACTER Pine Hlrs County

I, Vilmaree Castro am unrelated to and have known Bryan Bly for one year  
 (Print or Type Name of Affiant) (Name of Applicant)  
 or more; and to the best of my knowledge and observation know (him/her) to be of good character.  
 My address is 6313 BANDURA AVE. N.P.K. FL 34653  
 (Street) (City) (State) (Zip)

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

Home Phone: ( ) - NONE  
 Work Phone: ( 727 ) 771-4000  
 (or write 'NONE') (or write 'NONE')

X Vilmaree Castro  
 (Signature of Affiant)

STATE OF FLORIDA OATH OF OFFICE PINELLAS County

I DO solemnly (swear)(affirm) that I will support, protect and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State of Florida; that I have read Chapter 117, Florida Statutes, and any amendments thereto, and know the duties, responsibilities, limitations, and powers of a notary public; and that I will honestly, diligently, and faithfully discharge the duties of Notary Public, State of Florida, on which I am now about to enter, (so help me God).

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND OATH AND THAT THE FACTS STATED THEREIN ARE TRUE. I accept the office of Notary Public, State of Florida.

X Bryan J Bly Bryan J BLY 6/22/07  
 (Signature of Applicant - This is the name in which your commission and notary seal will be issued) (Print or Type Name - Must match signature) (Date)

BK : 0513  
 PG : 0508  
 5/31/2013  
 0824637 Page : 24 of 24