

Estevan J. Garcia
DeLexus D. Deherrera

3872 South 1630 W
West Valley City, Utah
84119

Legal Description: LOT 116, TRUONG PUD PHASE 1 10179-8071
Parcel ID #: 15344040140000

December 20, 2024

Affiant(s): Estevan J. Garcia
DeLexus D. Deherrera

Respondents:

America First Federal Credit Union
P.O. Box 9199
Ogden, Utah 84409

Certified Mail No. 9589 0710 5270 0080 3484 95

Also: 1344 West 4675 South
Riverdale, Utah 84405

Certified Mail No. 9589 0710 5270 0080 3485 01

MESCORP
P.O. Box 2026
Flint, Michigan 48501-2026

Certified Mail No. 9589 0710 5270 0080 3485 18

Also: 11819 Miami Street, Suite 100
Omaha, Nebraska 68164

Certified Mail No. 9589 0710 5270 0080 3485 25

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12/20/2024 03:21 PM By: BGD/DON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ESTEVAN GARCIA
3872 S 1630 WEST VALLEY CITY, UT 84119

AFFIDAVIT OF TRUTH

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

IN RE: NOTICE OF DEFAULT AND ELECTION TO SELL

This constitutes an **Official Notice** in accordance with the Fair Debt Collection Practices Act and the Truth In Lending Act, that Affiant(s) hereby **Dispute the debt** in the above-referenced account.

It has come to Affiant(s) attention that there may have been some accounting irregularities in this account that have adversely affected Affiant(s) In reviewing the account, it has come to Affiant(s) attention that fraud and/or other violations of public policy may have occurred in the operation of this account, therefore, Affiant(s) are/will be conducting discovery to determine the true facts in this matter This constitutes the exhaustion of Affiant(s) administrative remedy, in accordance with the Administrative Procedures Act, as concerns the above-referenced matter

Furthermore, the Amerca First Credit Union with which the property at issue is associated has initiated Foreclosure proceedings against Affiant(s) constituting the implied claim that they are the "holder" of the original mortgage note and have legal and/or lawful standing to do so Affiant(s) **Dispute the claim** in the above-referenced account

Furthermore, the Mortgage Electronic Registry System (MERS), MERSCORP, the MERS System referred collectively as MERS, Inc. has far exceeded their claim to be acting as "nominee" of a Bank and/or a mortgage company, (or agent) also misrepresenting themselves as "holders" of the original mortgage note without legal or lawful standing to do so, thereby committing fraud and receiving unjust gain. Based on information and belief, MERS has engaged in unfair, deceptive, and misleading practices

This discovery process has been presented under Notarial Seal for the purpose of certifying the admissions, confessions and stipulations of the Parties, to create a public record thereof, via the issue and filing of an **Administrative Declaratory Judgment, by Notarial Protest**. Said Administrative Declaratory Judgment is issued under statutory authority and under the authority of the Secretary of State, acting as an agent of the Department of State, and carries the power and authority as if issued by the highest court in the land. Said Judgment constitutes res judicata, star decisis, collateral estoppel and judgment by estoppel

Please take note that this discovery process has been served under Notarial Seal and **valid subpoena** establishing your **mandatory obligation** to timely respond and/or rebut the following, point by point and line by line, verified true, correct and complete, signed, sworn to and notarized in affidavit form under penalty of perjury and to provide certified copies of the requested documentation
Please respond and/or rebut the following, point by point and line by line, in affidavit form, and provide documentary evidence to support your claim

It has come to Affiant(s) attention that since 1933, when Franklin D. Roosevelt took all of the gold and silver out of circulation, that we have no currency of value or substance with which to pay a debt. Our economic system operates on credit and debt. If we have no currency of value or substance in circulation today, then one must wonder, what did the First American Mortgage "loan" me? It is unlawful for the bank to loan me their credit.

What value/substance did America First Federal Credit Union loan Affiant(s)?

What value/substance did MERSCORP loan Affiant(s)?

Please provide evidence that loaned Affiant(s) anything of value or substance.

At the closing, Affiant(s) placed my/our signature on a **Promissory Note** which we gave to *Amerca First Federal Credit Union* in the **exchange**. Said Promissory Note had no value prior to our placing our signature(s) on it. **Did it not?**

There are no other signatures on said Promissory Note, therefore, it was Affiant(s) signature that gave the value to the **Promissory Note** which we gave to the bank in exchange. **Was it not?**

Since 1933 the United States has operated upon the good faith and credit of the American people, not the good faith and credit of the Banking industry. **Has it not?**

The government, including the government-sanctioned corporations, institutions and banks have no authority to create money. Only **We the American people, can** create money. **We the American people** are the originators of the money of substance and are therefore the Creditors **Are we not?**

When Affiant(s) placed my/our signature on the Promissory Note, giving value to the Note, Affiant(s) were the originator of the funds and, therefore, the Creditor of the transaction. **Is this correct?**

UCC Code and other similar state codes define a *Promissory Note* as a *security*, and when one deposits a Promissory Note, it becomes a *cash item*. As the "maker of this security Affiant(s) have a right to restitution and rescission if the bank sells an *unregistered security*.

It has come to Affiant(s) attention that the Promissory Note which I/we executed is an unregistered security and that it may have been sold, traded or assigned in violation of state and federal statutes. Please provide me with a certified copy, front and back, of the original Promissory Note which Affiant(s) signed and presented to *America First Federal Credit Union* in this transaction and the lawful authority which authorized the Bank to engage in the sale of an unregistered Security, in this transaction. Your failure to provide documentary evidence of the lawful authority shall constitute your stipulation that no lawful authority exists and your tacit confession to the unlawful sale of an unregistered security in violation of state statute.

It has also come to Affiant(s) attention that shortly after the closing, *America First Federal Credit Union* deposited said Promissory Note as a cash item and ledgered said Note as a *liability* in the bank's *Payables Account* and identified **Affiant(s) as the Creditor** in the account. **Did they not?**

It is also Affiant(s) understanding that the bank, in accordance with GAAP, ledgered the "Mortgage", as an *asset* in the bank's *Receivables Account* and identified **Affiant(s) as the debtor** in the account. **Did they not?**

Amenca First Federal Credit Union lent Affiant(s) their own credit. **Did it not?**

It is further Affiant(s) understanding that because we (Affiant's failed to see through *America First Federal Credit Union* carefully designed illusion and instruct the bank to make the financial adjustments to zero the account in the set-off, the bank posted their liability/Affiant(s) asset in their *Payables Account* as an off-balance sheet entry and after a period of time the funds were claimed as abandoned funds. **Were they not?**

It is also Affiant(s) understanding that the international accounting system called Basel II and/or Basel III have been fully implemented; that off-balance sheet accounting is unlawful, and that all banks and lending institutions must be in compliance therewith. **Are they not? Please provide documentary evidence that you are Basel II & III compliant.**

UCC 3-104(a) & (c) and UCC 105 (a)(c) makes it clear that (Affiant(s) were the Issuer, Drawer, Maker of the Note that (Affiant(s) executed, giving it value, at the closing, while **UCC 8-102(12),(15),(9) and UCC 8-105** leaves no doubt that (Affiant(s) are the holder of the entitlement right to the funds. (Affiant(s) are the Creditor and entitlement holder with the authority to issue Entitlement Orders as concerns this transaction and/or this account. **Is this correct?**

America First Federal Credit Union registered the "Mortgage" but did not register the "Note", therefore, the "Note" is an unregistered security in accordance with the UCC, SEC, and International Banking Law. **Is it not?**

Amenca First Federal Credit Union registered the mortgage note, but did not register the "Note", therefore the "Note" is an unregistered security. **Is it not?**

MERSCORP owns and operates the MERS System which is a national registry that tracks the ownership and servicing rights of its members in residential mortgage loans. **Does it not?**

Mortgage Electronic Registration System, Inc. (MERS, Inc.) is a wholly owned subsidiary of MERSCORP. **Is it not?**

MERSCORP is a Delaware corporation with its principal place of business located at 1818 Library Street, Suite 300, Reston, Virginia 20190. **Is it not?**

MERS, Inc. serves as a "nominee" (or agent) for several banks and lenders. **Does it not?**

Amenca First Federal Credit Union is a member of MERS. **Is it not?**

Amenca First Federal Credit Union is an employee of MERSCORP. **Is it not?**

Amenca First Federal Credit Union, with the principal place of business being 1344 West 4675 South Riverdale, Utah 84405. **Is it not?**

Amenca First Federal Credit Union has a mailing address of P.O. Box 9199 Ogden, Utah 84409. **Does it not?**

Amenca First Federal Credit Union is a mortgage broker licensed in the state of Utah. **Is it not?**

Amenca First Federal Credit Union is the holder of the original mortgage note. **Is it not?**

Amenca First Federal Credit Union is not a licensed securities broker. **Is it?**

Amenca First Federal Credit Union has a signed Power of Attorney by Affiant(s) granting the right to act on their behalf. **Does it not?**

MERSCORP is not registered to do business in the state of Utah. **Is this correct?**

MERSCORP is not a licensed securities broker as required under Utah state law and the Securities Exchange Commission. **Is it?**

The mortgage permits the enforcement of the promissory note by establishing a security interest against the home that can be enforced through a foreclosure proceeding if the borrower defaults. **Does it not?**

After the initial recording of a mortgage, all assignments of a mortgage must be recorded in the clerk's office. **Is it not?**

A home mortgage in Utah is accompanied by two crucial documents: a promissory note and the mortgage. **Is it not?**

According to state law, all assignments must be recorded in the county clerk's office. **Do they not?**

MERS is the original mortgagor in the above-entitled case. **Is it not?**

Amenca First Federal Credit Union is the original mortgagor in the above-entitled case. **Is it not?**

MERS does not own the underlying note or receive any payments from homeowners under the note. **Does it?**

Transfers of beneficial interests and servicing rights among members are not recorded in the public records by MERS. **Are they?**

Other than the corporate resolution, there is no contract, agreement, or written undertaking of any sort between MERS and its certifying officers/limited signing officers. **Is this correct?**

MERS permits its members to designate employees as corporate officers of MERS, Inc. through MERS corporate resolutions. **Does it not?**

MERS freely delegates its authority to "certifying officers" also known as "limited signing officers" to take action on its behalf. **Does it not?**

MERS issues pro forma "corporate resolutions" designating these entities as "certifying officers" also known as "limited signing officers". **Does it not?**

MERSCORP does not do background checks on the identities or qualifications of certifying officers/limited signing officers. **Do they?**

MERSCORP does not manage or supervise the conduct of its certifying officers/limited signing officers. **Do they?**

MERS describes its role as the nominee in the county land records for the lender and servicer. **Does it not?**

MERS represents to the public that it is the legal title owner to the mortgage "but not of the associated notes). **Is this correct?**

MERS acknowledges that it is listed as mortgagee in name only and that MERS is a nominee in the MERS Training. **Does it not?**

MERS is the original mortgagor in the above-entitled case. **Is it not?**

In MERS training materials, "nominee" is defined as an entity in whose name a security is registered even though true ownership is held by another party. **Is this correct?**

MERS never owns the note and never has any beneficial interest in the mortgage that would afford it the right to collect payments from the borrower. **Is this correct?**

The mortgage assignment in this case was executed prior to the commencement of foreclosure proceedings. **Is this correct?**

According to the MERS Quality Assurance Procedure Manual, MERS any loan registered in the MERS system is inoculated against having to file future assignments because MERS remains the nominal mortgagee regardless of how many times servicing is traded. **Is this correct?**

Transfers of beneficial interests and servicing rights among MERS members are not recorded in the public records. **Are they?**

MERS lacks standing to foreclose on homeowners because it is not the real party of interest. **Is this correct?**

Transactions which MERS called "transfers of beneficial interests" were events that must be recorded in the public land records. **Do they not?**

MERS further claims that, if MERS is recorded as the mortgage in the public land records for a specific mortgage, then MERS members can sell that mortgage loan to one another without recording an assignment. **Is this correct?**

MERS freely delegates its authority to take action through its certifying officers/limited signing officers in actions such as foreclosures. **Does it not?**

The certifying officers/limited signing officers are not MERS employees of MERSCORP. **Are they?**

Certifying officers/limited signing officers are not compensated by MERS. **Are they?**

Certifying officers/limited signing officers do not participate in the governance or the day-to-day operations of MERS. **Do they?**

Certifying officers/limited signing officers do not have any duties generally associated with a corporate officer. **Do they?**

Certifying officers/limited signing officers are employees of MERS third party vendors that contract with MERS members to perform loan servicing and foreclosure related services. **Are they not?**

In April 2011, MERS executed a Stipulation and Consent Order with Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Office of Thrift Supervision, and the Federal Housing Finance Agency (collectively, "Federal Regulators"), through which MERS agreed to the terms of a comprehensive consent cease and desist order. **Did it not?**

The Cease-and-Desist Order was based on the results of the Federal Regulators examination of MERS, which "identified certain deficiencies and unsafe or unsound practices by MERS and MERSCORP that present financial, operational, compliance, legal and reputational risks to MERSCORP and MERS, and to the participating members." **Was it not?**

America First Federal Credit Union did initiate foreclosure proceedings against Stevan and DeLexus Almeida. **Did it not?**

America First Federal Credit Union in the above-entitled action is a "certifying officer/limited signing officer in MERSCORP. **Is it not?**

America First Federal Credit Union is an employee of MERSCORP and MERS. **Is it not?**

America First Federal Credit Union is the original owner of the original promissory note. **Is this correct?**

America First Federal Credit Union is the current "Holder" of said promissory note. **Is this true?**

America First Federal Credit Union has no standing to execute a foreclosure proceeding. **Is this correct?**

Provide copies of authorization.

America First Federal Credit Union has no security interest in this matter. **Is this correct?**

Please provide Affiant(s) any and all documentation, contracts or agreements between Affiant(s) and any and all of the Respondents listed in this action that would support your denial of any claim made in this Affidavit.

Please provide Affiant(s) certified copies of the accounting of the Promissory Note that Affiant(s) executed at the closing, to wit: the Accounts Receivables and Accounts Payables ledgers of this Promissory Note.

Please provide Affiant(s) a certified copy, front and back, of the original Promissory Note, as well as all assignments of the Note.

Affiant(s) request, in the nature of a "Demand in Recoupment", that America First Federal Credit Union merge the Accounts Payables with the Accounts Receivables Account to zero the account in accordance with GAAP and Public Policy and/or provide Affiant(s) with documentary evidence that authorizes the Bank to conceal said funds for the purpose of dispossessing Affiant(s) of said funds. Your failure herein shall constitute your admission that no valid authority exists, and that the Banks or their agent's operation of this account is unlawful and fraudulent

Your failure to timely respond and/or rebut the foregoing, point by point and line by line, in Affidavit form, sworn or affirmed by notarial seal shall constitute your admission and stipulation to the stated claims and establish the evidence as a matter of fact. Your failure to respond, a partial response, or a non-responsive response shall constitute dishonor and your agreement and stipulation to the facts as set forth herein. Your failure to respond in affidavit form, signed, sworn to and notarized and/or your failure to provide certified copies of the requested documentation shall constitute you in dishonor and shall result in the issue of a Declaratory Judgment, by Default, certifying the stipulation and agreement of the Parties. Said Declaratory judgment, by Notarial Protest is as binding on the Parties and their privies as if issued by the highest court in the land and constitutes res judicata, star decisis and an estoppel.

Respondent's failure to respond shall constitute your agreement that the process is free of error and/or omission, lawful or otherwise, having had the opportunity to respond and provide documentary evidence in affidavit form, and choosing to demur and stipulate to the facts as set forth by Claimant creating a binding contract between the Parties.

Your dishonor constitutes an estoppel and your voluntary waiver of all rights and remedies that may otherwise exist and your agreement to confess judgment in this matter.

Executed this 20th day of December, 2024.

By: [Signature] UCC 3-108
Estevan J. Garcia, Authorized Representative

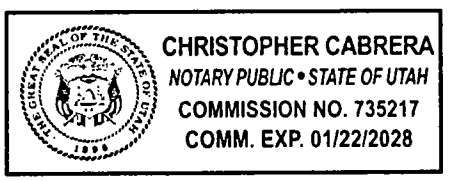
By: [Signature] UCC 3-108
DeLexus D. Deherrera, Authorized Representative

NOTARY JURAT

On this 20th day of December 2024, Estevan J. Garcia did appear before me and did prove through sufficient evidence to be the man referred to in this document.

[Signature]
Notary Public

Date: 12-20-24



NOTARY JURAT

On this 20th day of December 2024, DeLexus D. Deherrera did appear before me and did prove through sufficient evidence to be the woman referred to in this document.

[Signature]
Notary Public

Date: 12-20-24

