



200804090080

Skagit County Auditor

4/9/2008 Page

1 of

2 2:05PM

Lots 1 & 2 BIK 10 DK3 Assessor Parcel: P54326

A COMMERCIAL LIEN

THIS COMMERCIAL LIEN is in compliance with the laws of the State of Washington, under the Revised Code of Washington and is not a Lis Pendens Lien.

Lien Creditor Weslee Roark, 620 Park St, Mount Vernon Washington 98273

Lien Debtor Saxon Mortgage Services, Inc., 4708 Mercantile Drive North, Fort Worth Texas 78279

This COMMERCIAL LIEN (Affidavit of Obligation) is a Consensual Lien/Obligation on the part of the Lien Debtor(s), arising out of a private contract/trespass formed between LIEN CLAIMANT and LIEN DEBTOR(S). Said contract was initiated by Lien Debtor by failure to respond to evidence of claims/damages asserted against Lien Claimant.

1. The record shows that Respondent(s) Saxon Mortgage Services, Inc. received a PRESENTMENT in the form of an Administrative Remedy Demand by Certified mail #7007 0710 0003 9179 0766 on October 12, 2007. In the event Respondents DEFAULT to Weslee Roark's ADMINISTRATIVE REMEDY DEMAND and Presentment under UCC 3.501, Respondents may not argue, controvert or otherwise protest this administrative findings entered thereby in any subsequent administrative or judicial proceeding. Saxon Mortgage Services, Inc either refused or neglected to respond within the ten (10) days given for response or the Lien Debtor would be agreeing to pay Weslee Roark Lien Claimant, one hundred thousand United States dollars (\$100,000.00).

2. The record shows that on November 12, 2007 Saxon Mortgage Services, Inc. received a NOTICE OF FAULT, OPPORTUNITY TO CURE by Certified mail # 7007 0710 0003 9178 7957. Further, it is also required from you the following:

- a). A copy of the Bonding or Surety company
- b). A true copy of the original mortgage contract, certified correct under penalty of perjury, and notarized to guarantee authenticity.
- c). If you intend to foreclose on claimant, then you will have to produce the original contract/mortgage, or it will be refused for fraud.

You refused or neglected to respond within the seven (7) days given for response or the Lien Debtor would be agreeing to pay treble damages to Weslee Roark Lien Claimant in the amount of three hundred thousand United States dollars (\$300,000.00).

3. The record shows that on November 24, 2007 Saxon Mortgage Services, Inc. received a NOTICE OF DEFAULT by Certified mail #7007 0710 0003 9178 8053, Saxon Mortgage Services, Inc. was required to respond to this letter, certified true, correct and complete , under penalty of perjury, and notarized to guarantee authenticity. Again you neglected or refused to personally respond Again by your silence you agreed to all of the claim against you.

4. The record shows that on February 29, 2008 Saxon Mortgage Services, Inc. received a NOTICE OF DISHONOR AND PROTEST by Certified mail #7007 2560 0001 0694 6939, Saxon Mortgage Services, Inc. Again you neglected or refused to respond agreeing to the treble damages totaling three hundred thousand dollars (\$300,000.00) by your silence within the 72 hours given for a response.

5. The Record shows by Tacit procurement as listed in the Administrative agreement, by simply remaining silent. You agreed to its content. The party(s) hereby agree that by failure to respond comprises agreement with all terms, provisions, statements, facts and claims to the Contract. Party(s) agreed to a Binding Administrative Judgment, regarding the Contract.

6. Self-executing Confession of Judgment - The record shows all party(s) to the Contract agree that a Binding Administration Judgment shall comprise Judgment against the named Party(s). All party(s) of the Contract agree that certification of a party(s) to

pay or perform a civil assessment shall comprise confession of judgment by the named party in the amount specified of the Amount on the true bill consisting of an amount of three hundred thousand dollars (\$300,000.00) due on demand.

7. **Maxims of Law:**

- a. A matter must be expressed to be resolved.
- b. In Commerce, truth is sovereign.
- c. Truth is expressed in the form of an Affidavit.
- d. An un-rebutted Affidavit becomes a judgment in Commerce.
- e. The foundation of commercial law is based upon certain eternally just, and moral Precepts and Truths, which have remained unchanged for at least six thousand years, having its roots in Mosaic Law. Said Commercial Law forms the underpinnings of Western Civilization, if not all Nations Law, and Commerce in the world. Commercial Law is non-judicial government, and prior to and superior to, the basis of, and cannot be set aside or overruled by the statutes of any government, Legislature, or quasi-government agencies, Courts, Judges, and law enforcement agencies, which are under inherent obligation to uphold said Commercial Law.
- f. Guaranteed---all men shall have a remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one creates a remedy for themselves and endows it with creditability by expressing it in their Affidavits. (ignorance of the law might be an excuse, but it is not a valid reason for committing a crime, when the law is easily and readily available to anyone making a reasonable effort to study the law).
- g. Except for a jury, it is also a fatal offense for any person, even a judge to impair or expunge, without a counter-Affidavit, any Affidavit, or any commercial process based upon an Affidavit.

7. **Statute Staple** --- The record shows this Contract is instantly self-executing upon issuance of Judgment due to Respondents failure to respond or perform as defined above. Respondent agreed to be bound by all the terms of the Contract commencing on 12:01 AM, of the effective date.

8. **Surety:** The record shows, by Saxon Mortgage Services Inc.'s refusal to answer any of the documents sent to them, and by their silence, they have agreed to the claim of three hundred thousand dollars (\$300,000.00) as stated in the above mentioned Document

In the absence of a response, when the LIEN DEBTOR, Saxon Mortgage Services, Inc. was given an opportunity to respond, the LIEN CLAIMANT, Weslee Roark hereby inserts and records this COMMERCIAL LIEN against LIEN DEBTOR, Saxon Mortgage Services, Inc., jointly and severally in the total amount of three hundred thousand dollars (\$300,000.00), said moneys to be paid to Claimant. Said COMMERCIAL LIEN is in the amount of penalties, and damages. This CLAIM OF LIEN is filed pursuant to the Revised Code of Washington and the Fundamental Commercial Law that has existed nearly 2,000 years

Weslee Roark

Weslee Roark lien creditor.

State of Washington)
County of Skagit) ss

Signed or attested to before me on the 8th day of April, 2008 by Weslee Roark, secured party.

Mary E. Hoffman
Notary Public in and for the State of Washington

My appointment expires June 19, 2010



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Skagit County Auditor