



200806110073

Skagit County Auditor

6/11/2008 Page

1 of

3 11:57AM

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## A COMMERCIAL LIEN

Claim/Contract No 34035-0-001—0001 P21106

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 Gordon Henderson, c/o 13814 Bayview Road, Mount Vernon Washington [98273]

Lien Debtor **Mark Leander, d/b/a MARK LEANDER, SKAGIT COUNTY ASSESSOR** Skagit County Administrative Bldg., Mt. Vernon, WA 98273

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 Creditor, Gordon Ross: Henderson and lien debtor(s). MARK LEANDER, SKAGIT COUNTY ASSESSOR. Said Contract was initiated by Lien Debtor by failure to respond to evidence of a Land Patent claim, asserted against Lien Creditor, by SKAGIT COUNTY ASSESSOR, and SKAGIT COUNTY, private Corporations.

1. The record shows that on March 19, 2008, the Lien Debtor received a Presentment by Personal service, at his office, requesting from the Lien Debtor, a true original copy denying the right to a valid land patent, or his denying acceptance of the Contract with the United States, through the Bureau of Land Management, guaranteeing absolute title, or "allodial title". Evidence included filings through the Skagit County Recorder; the Secretary of State of the State of Washington; information on land patents; a copy of the patent; a copy of the Act of Congress; and a Certified Copy of the Land Patent. A personal response was required, under penalty of perjury, and notarized to guarantee authenticity within five (5) business days or Lien Debtor hereinafter "LEANDER" would be agreeing to pay a penalty of one hundred thousand dollars, (\$100,000.00). LEANDER neglected or refused to respond.

2. The record shows that on April 4, 2008, LEANDER received a Notice of Fault, Opportunity to Cure by personal service at his office, in case MARK LEANDER'S failure to personally respond, was an oversight, mistake or otherwise was unintentional. Attached was another Commercial Affidavit of Truth in Commerce, Notice and Demand. MARK LEANDER was hereby given an additional three (3) business days to personally respond, certified under penalty of perjury, and notarized to guarantee authenticity. Again LEANDER neglected or refused to respond, agreeing to the Debt of one hundred thousand dollars, (\$100,000.00) by not responding, and by his silence, LEANDER has agreed to the terms of this Contract # **34035-0-001—0001 P21106**, as well as refusing to do his sworn duty and official Oath.

3. The record shows that on April 14, 2008, LEANDER received a Commercial Affidavit Of Truth In Commerce, Notice and Demand, by personal Service to a person whose initials are unclear on April 14, 2008, stating that if LEANDER wished to respond, it must be a point by point response, and submitting all evidence, and certified under penalty of Perjury and notarized to guarantee authenticity. LEANDER again refused to respond.

4. The record shows that on May 16, 2008 Leander was served a Notice of Default, Claim on Bond along with a second Commercial Affidavit Of Truth In Commerce, Notice and Demand, in case he misplaced or lost the one served April 14, 2008, where a response was due, within five days, certified under penalty of Perjury, and notarized to guarantee authenticity, and containing an Affidavit of reasons for his refusal, expressing, point by point, why he was allowed to violate Lien Creditor's guaranteed right to his contract with the United States of America concerning this Contract for his Land Patent. Again LEANDER neglected or refused to respond, violating his official Oath, and his duty to any party submitting such a claim. LEANDER'S duty was to investigate and respond, since he was an elected civil servant. Since this was a valid Contract with the original party of the land patent, (McKown, his heirs and all assigns forever), and the United States through an Act of Congress,

which State of Washington and/or Skagit County cannot ignore or pass laws to stop said Contract, see U.S.C. Article I, § 10. "No State shall . . . pass any law . . . or law impairing the Obligation of . . . Contracts., this contract was paid fo, so is still in existence. LEANDER has further violated the V Amendment, "nor be deprived of life liberty or property without due process of Law; LEANDER has been given ample time to investigate to correct or repair, but has refused to respond. Leander must be removed from his position as Auditor because of his violation of his Oath and Bond, and further face charges of official misconduct RCW 9A 80.010(1)(a).

5. The Record shows Tacit Agreement is listed in the Contract by simply remaining silent. The Lien Debtor hereby agreed that by failure to respond comprises agreement with all terms, provisions, statements, facts and claims to the Contract. Lien Debtor agreed to Lien Creditors Documents, certifying his agreement with all terms, statements, facts and provisions of this Contract. Since Judgment is issued upon a party waiving the right to respond, all parties to their Agreement, agree to be bound in perpetuity by any and all such Administrative judgments which may be issued regarding this 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 Escalator Amount on the true bill issued hereunder, plus interest and all applicable fees and penalties noted thereon. Confession of judgment is self-executing upon such certification and may also be executed by any of the party(s) hereunder.

7. The record shows the Respondents' admissions are as follows:

- 1). Respondent admits to acceptance of Lien Creditor's land patent.
- 2). Respondent admits responsibility of damages of one hundred thousand dollars for refusing the land patent.
- 3). Respondent admits he has ignored damage to Lien Creditor, authorized by a U.S. Contract.
- 4). Respondent has admitted that a U.C.C. Contract has authority over State of Washington.
- 5). Respondent has refused respond to lien creditor's Presentment and claims.
- 6). Respondent has violated the U.S. Constitution Article 1, § 10, Cl. 1, Obligation of Contracts.
- 7). Respondent has violated the Washington State Constitution, Art. § 1 & 2.
- 8). Respondant has violated his official Oath and bond or surety

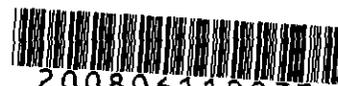
8. Maxims of Law:

- 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.

9. 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.

10. Surety: The record shows, by LEANDER'S refusal to answer any of the documents sent to him, and by his silence, he have agreed to the claim of one hundred thousand dollars (\$100,000.00) as stated in the above mentioned Document

In the absence of a response, when the LIEN DEBTOR, MARK LEANDER, SKAGIT COUNTY ASSESSOR was given an opportunity to respond, and failed to do so, the Lien Creditor, Gordon Ross: Henderson hereby inserts and records this COMMERCIAL LIEN against LIEN DEBTOR, MARK LEANDER, SKAGIT COUNTY ASSESSOR, and his bpnding company,, jointly and severally in the total amount of one hundred thousand United States dollars (\$100,000.00), said moneys to be paid to Lien Creditor Gordon Ross: Henderson. Said COMMERCIAL LIEN is in the amount of penalties, and damages enumerated in a CIVIL COMPLAINT, received by the PERSONAL, REAL and MOVABLE PROPERTY. 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.



200806110073  
Skagit County Auditor

6/11/2008 Page

2 of

3 11:57AM

"The ability to place a lien upon a man's property/assets, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause dates back not only to medieval England but also to Roman times." United States Supreme Court, 1968, Sniadach v. Family Finance Corp., 395 U.S. 337, 349.

This COMMERCIAL LIEN is hereby placed and filed in the Skagit County Public Recorder's Office in Washington State, to command specific performance of LIEN DEBTOR, and to impound his property(ies) for claims of obligation for non-performance, default in Commercial Law, malfeasance, violation of trust, engaging in unbonded acts, cited in an AFFIDAVIT OF TRUTH, This COMMERCIAL LIEN is filed against MARK LEANDER, SKAGIT COUNTY ASSESSOR, LIEN DEBTOR(S), including all Community Property in order to prevent their evasion of financial liability through efforts to shield property and assets by placing said property and assets in another's name to prevent attachment for the satisfaction of suits and liens.

The amount due is one hundred thousand dollars. (\$100,000.00), due three (3) days after filing, plus all costs of certified mailing, and an interest of one percent per month accrues after thirty (30) days from the filing of this Commercial Lien.

Lien Creditor  
Signed: [Signature]  
Gordon Ross: Henderson Lien Creditor

Dated: 5/30/08

Notary Statement

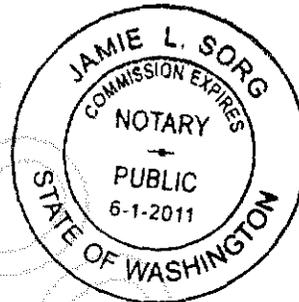
State of Washington )  
Skagit County ) ss

On this 30 day of May, 2008, before me, the undersigned Notary Public in and for the State of Washington appeared Gordon Ross: Henderson, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose signature appears in this instrument and acknowledged to me that he executed it.

Witness my hand and official seal:

[Signature]  
Notary Public, in and for the State of Washington

Jamie Sorg  
Printed name.  
My commission expires 6-1-2011



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