

**Recording requested by and
When recorded, send copy to:**

DOLLIE MCDONALD

**Parcel ID:
Instrument No(s): 0004265 & 0004266
Loan Number:**

Space Above This Line For Recording Data

NOTICE OF REVOCATION OF POWER OF ATTORNEY

Notice Date: September 30, 2020

From: Dollie McDonald

Registered Mail #: RE 206 941 930 US

To: Paul M. Donofrio
c/o Bank of America
Attn: Notice of Error & Request for Information
P.O. Box 942019
Simi Valley, CA 93094

Via Facsimile to: BNY MELLON @ 212-495-2546; MERS @ 720-449-0217

Deeds of Trust No(s): 0004265 and 0004266 (HELOC)

Record Date: December 13, 2006 in Clark County, Nevada

Subject Property:

Parties: DOLLIE MCDONALD, GRANTOR/SETTLOR/TRUSTOR of those certain deeds of trust described above, hereinafter "Deeds of Trust"; and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as beneficiary, as nominee for alleged "Lender and Lender's successors and assigns" i.e., BANK OF AMERICA as Successor in Interest to COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE BANK, FSB, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP; ("Bank of



America"); and THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK ("BNY Mellon"), as trustee for the CERTIFICATE HOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-43CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-43CB; and as indenture trustee for CWHEQ REVOLVING HOME EQUITY LOAN TRUST SERIES 2006-I re: accounts 0004265 and 0004266, respectively

Attention: Said Beneficiaries under Deed(s) of Trust, hereinafter "Former Beneficiaries under Deed(s) of Trust"

Whereas GRANTOR/SETTLOR/TRUSTOR states and declares:

That this Notice of Revocation of Power of Attorney, hereinafter "Notice," shall serve as your notice of revocation of your power of attorney granted in Deeds of Trust; and

That no part of Notice constitutes an offer, nor shall any part of Notice be interpreted as such; neither is any part of Notice a term of negotiation, or is any part hereof an offer to enter into any kind of negotiation; and

That elements of fraud and bad faith have been discovered relating to the alleged "loan(s)/account(s) referenced herein and in the "Affidavit of Facts and Conclusions Concerning Certain Instruments and Alleged Loan(s)" annexed hereto as Exhibit A and made part hereof by this reference, including but not limited to, fraudulent inducement, fraudulent misrepresentation, fraud by deceit, fraud through failure to disclose, fraudulent concealment, fraudulent conveyance, failure in duty of care, unjust enrichment, breach of trust, entrapment, performing duties and acts contrary to the wishes of the GRANTOR/SETTLOR/TRUSTOR; and,

That GRANTOR/SETTLOR/TRUSTOR affixed her signature to mortgage loan documents on or about March 14, 2006 and/or December 8, 2006, without knowledge that a fraud was being perpetuated, and was actually misled and coerced into signing the aforementioned documents.

That GRANTOR/SETTLOR/TRUSTOR is aware of the fact that fraud vitiates all contracts, agreements and documents, and believes the contract with Countrywide Home Loans, Inc. and its successors or assigns is void and nonexistent.

That after a recent review audit and a close perusal of the purported loans, Deeds of Trust, Security Instrument(s) and other pertinent records, I, **GRANTOR/SETTLOR/TRUSTOR** hereby refuse to knowingly accept or otherwise participate in ANY part of fraud and/or other wrongful actions involving the purported Promissory Note(s), any Security Instrument(s) connected therewith, and/or Deeds of Trust relating to 0004265 and 0004266 and, in furtherance of said refusal, **GRANTOR/SETTLOR/TRUSTOR** hereby revokes, rescinds, and terminates all **GRANTOR/SETTLOR/TRUSTOR** signatures for good cause and “Without Recourse to Me” pursuant to UCC 3-501, relating to any and all said alleged loans, deeds, notes, and agreements from their inception; and

That no part of Notice warrants, promises, or gives any kind of assurance that this revocation will not be followed by complaints, including but not limited to criminal complaints, with all appropriate regulatory agencies, law enforcement authorities, and courts having jurisdiction thereof; **GRANTOR/SETTLOR/TRUSTOR** further stating and declaring that **GRANTOR/SETTLOR/TRUSTOR** retains all rights relating to the possible lodging of such complaints and/or other actions; and

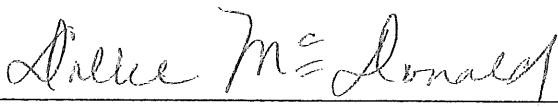
That, due to certain pertinent facts, not limited to the absence from Deeds of Trust, of any signatures evidencing acceptance thereof by any party other than **GRANTOR/SETTLOR/TRUSTOR**, Deeds of Trust at best constitute unconscionable contracts, and that, for said reason alone, Deeds of Trust are unenforceable; and, since no other party signed said documents, no other party has standing to assert a claim of damage relating thereto or to state that a “default” or “breach” has occurred; and

That any and all servicing agreements with **GRANTOR/SETTLOR/TRUSTOR** are hereby terminated henceforth, heretofore, and forthwith, and that would include any agreement of allowing anyone to service the alleged mortgage loan, and or any accounts associated thereto, as the power of attorney rights have been terminated/revoked/canceled indefinitely.

Therefore, in good faith GRANTOR/SETTLOR/TRUSTOR hereby states, resolves, and decrees that GRANTOR/SETTLOR/TRUSTOR hereby revokes, terminates, and rescinds any and all Powers of Attorney, in fact or otherwise, previously assigned by me or ever granted by me to Former Beneficiaries under Deeds of Trust—i.e., to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”), as beneficiary, as nominee for alleged “Lender and Lender’s successors and assigns” i.e., BANK OF AMERICA as Successor in Interest to COUNTRYWIDE HOME LOANS, INC. and COUNTRYWIDE BANK, FSB, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP and THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, as trustee for the CERTIFICATE HOLDERS OF THE CWALT, INC., ALTERNATIVE LOAN TRUST 2006-

43CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-43CB; and as indenture trustee for **CWHEQ REVOLVING HOME EQUITY LOAN TRUST SERIES 2006-I** plus any and all other entities claiming/claimed to be beneficiaries of Deed(s) of Trust, whether known/unknown to **GRANTOR/SETTLOR/TRUSTOR** — regardless of whether such grants were actual, constructive, implied in law, by trust, or otherwise, or made with or without **GRANTOR/SETTLOR/TRUSTOR's** consent and/or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust, and/or mortgage signed on March 14, 2006 and/or December 8, 2006, and recorded March 14, 2006 and/or December 13, 2006, under Deed(s) of Trust Records Alleged Loan Numbers 0004265 and 0004266 pertaining to that property specifically addressed and identified as
North Las Vegas, Nevada 89084.

This Revocation of Power of Attorney is executed and effective on this 1st day of October 2020.

By: 
Dollie McDonald, Real Party in Interest
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**AFFIDAVIT OF FACTS AND CONCLUSIONS
CONCERNING CERTAIN INSTRUMENTS AND ALLEGED LOAN(S)**

Important Notice

Receipt of this **AFFIDAVIT OF FACTS AND CONCLUSIONS CONCERNING CERTAIN INSTRUMENTS AND ALLEGED LOAN(S)** requires a response as stipulated. Acquiescence will be your answer to all below statements if Respondents fail, refuse or neglect to provide a written response in the form of a rebuttal Affidavit. Acquiescence means "A person's tacit or passive acceptance; implied consent to an act." Review Morris v. NCR, 44 SW2d 433, which states: "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law." Also, review U.S. v. Pruden, 424 F.2d 1021 (1970), which states: "Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading."

Statement of Truth

I, **Dollie McDonald**, a 69-year-old single woman, currently reside at in North Las Vegas, Nevada 89084 ("Real Property").

Introductory Certification

The Undersigned Affiant, hereinafter, "Affiant," does hereby solemnly swear, declare under penalty of perjury, and state as follows:

1. THAT I AM competent to state the matters set forth herein.
2. THAT I have first-hand, personal knowledge of the facts stated herein.
3. THAT I issue this Affidavit of Facts and Conclusions Concerning Certain Instruments and Alleged Loan(s) with sincere intent.
4. THAT I declare all facts stated herein are true, correct, complete and certain, admissible as evidence, and if called upon to testify as a witness, I will testify to their veracity.

Plain Statement of Facts

5. Affiant asserts that Countrywide Home Loans, Inc. ("Countrywide") was involved in fraudulent lending practices during the mortgage crisis in 2006.
6. Affiant asserts that Bank of America is Successor in Interest to Countrywide (interchangeably, "Countrywide" and "Bank of America").

7. Affiant asserts that Affiant is a victim of securities fraud, contract fraud and mortgage fraud in this consumer credit transaction with Countrywide.

Specific Statement of Facts

8. Affiant asserts that the Interest Only Fixed Rate Note dated December 8, 2006, which promises to pay the sum of three hundred forty thousand dollars 00/100 (US \$340,000.00) ("Note") to the order of Countrywide ("Lender"), with a maturity date of January 1, 2037, is a security, having a maturity of more than nine (9) months and believes no evidence to the contrary exists.
9. Affiant asserts that, in violation of the Statute of Frauds, Affiant is being held liable in an investment contract in which Affiant is a third party Contractee to the Pooling and Servicing Agreement and that Pooling and Service Agreement is *prima facie* evidence of securities fraud and believes no evidence to the contrary exists.
10. Affiant asserts that Affiant was deceived into issuing a security and believes no evidence to the contrary exists.
11. Affiant asserts that the Note was converted into a trade-able security and believes no evidence to the contrary exists.
12. Affiant asserts that, according to the U.S. Securities and Exchange Commission, the securitized trusts into which the converted Note was pooled has been dissolved and believes no evidence to the contrary exists.
13. Affiant asserts that Bank of America lacks standing and capacity to enforce the Note as Note Holder and/or collect loan payments as Servicer from Affiant because (1) as a trade-able security, the Note is no longer enforceable and (2) the trust has been dissolved and believes no evidence to the contrary exists.
14. Affiant asserts that Bank of America is collecting loan payments that it is not legally entitled to collect and believes no evidence to the contrary exists.
15. Affiant has not seen or been presented with documentation verifying that Bank of America is collecting loan payments that it is legally entitled to collect and believes that no such verified documentation exists.
16. Affiant asserts that Lender fraudulently converted the Note to a commercial draft – an order to pay – ("Counterfeit Note") without Affiant's knowledge or authorization and believes no evidence to the contrary exists.

17. Affiant asserts that when Lender fraudulently converted the Note to a Counterfeit Note, the entire obligation was discharged – zeroed out and believes no evidence to the contrary exists.
18. Affiant asserts that the executed, converted Note was presented the entire obligation was satisfied at closing in accordance with GAAP and believes no evidence to the contrary exists.
19. Affiant asserts that the executed, converted Note was presented an additional payment for the entire obligation was paid by an unidentified third party and for which no notification or disclosures were made to Affiant and believes no evidence to the contrary exists.
20. Affiant asserts that Affiant has been defrauded out of hundreds of thousands of dollars since the Note was executed, converted and completely satisfied and believes no evidence to the contrary exists.
21. Affiant asserts that Bank of America is using the Counterfeit Note to service this alleged loan (collecting loan payments) and believes no evidence to the contrary exists.
22. Affiant has not seen or been presented with documentation verifying that Bank of America is legally entitled to use the Counterfeit Note to service this alleged loan and believes no such verified documentation exists.
23. Affiant asserts that the Deeds of Trust – Instrument Nos. 0004265 and 0004266 – are fraudulent Security Instruments and believes no evidence to the contrary exists.
24. Affiant asserts that the Note and Deed of Trust (Instrument No. 0004265) dated and executed on December 8, 2006 differs from the date Affiant closed on the purchase of her Real Property, which was on March 14, 2006 (“closing date”) and believes no evidence to the contrary exists.
25. Affiant has not seen or been presented with documentation verifying that a Note and Deed of Trust was executed on the closing date and believes that no such verified documentation exists.
26. Affiant has not seen or been presented with documentation verifying that another closing took place on December 8, 2006 with regard to the above-referenced Note and believes that no such verified documentation exists.

27. Affiant asserts that the Deed of Trust for a Line of Credit (Instrument No. 0004266) ("HELOC") dated and executed on December 8, 2006 does not secure a Promissory Note dated December 8, 2006 and believes no evidence to the contrary exists.
28. Affiant has not seen or been presented with documentation verifying that a Promissory Note was executed for the HELOC on December 8, 2006 in the amount of ninety-seven thousand two hundred dollars 00/100 (\$97,200.00) and believes no such verified documentation exists.
29. Affiant asserts that per the language in the HELOC under the definition of "LOAN" - *"This Deed of Trust will secure YOUR LOAN TO US in the principal amount of \$97,200"* - Affiant made a loan to Countrywide and believes no evidence to the contrary exists. [Emphasis added]
30. Affiant asserts that Countrywide falsely misrepresented to Affiant that it made a loan to Affiant on December 8, 2006 and believes no evidence to the contrary exists.
31. Affiant asserts that the Deeds of Trust are unsecured and unenforceable as the Note was converted into a trade-able security and believes no evidence to the contrary exists.
32. Affiant asserts that the Note and Deeds of Trust contain elements of fraud, including but not limited to, "Fraud in the Inducement" and "Fraud in the Factum", and therefore void from the beginning and believes no evidence to the contrary exists.
33. Affiant asserts that Countrywide made a false claim of being a "lender" and believes no evidence to the contrary exists.
34. Affiant asserts that Countrywide knew at that time that its claim was false and believes no evidence to the contrary exists.
35. Affiant asserts that Countrywide intended for Affiant to rely on this false claim and believes no evidence to the contrary exists.
36. Affiant asserts that Affiant relied on Countrywide's false claim not knowing it was false and believes no evidence to the contrary exists.
37. Affiant asserts that elements of basic contract law are not met in the Deeds of Trust and believes no evidence to the contrary exists.
38. Affiant asserts that the Deeds of Trust were incomplete at the moment of execution as no other party, other than Affiant, signed said documents and believes no evidence to the contrary exists.

39. Affiant asserts that Countrywide's offer was ambiguous and unclear and believes no evidence to the contrary exists.
40. Affiant asserts that Affiant's acceptance of Countrywide's offer was by fraudulent inducement and misrepresentation believes that no evidence to the contrary exists.
41. Affiant asserts that Countrywide did not provide any valid consideration and believes no evidence to the contrary exists.
42. Affiant asserts that Affiant did provide cash value consideration and believes no evidence to the contrary exists.
43. Affiant asserts that Countrywide did not communicate all the terms of the offer to Affiant and believes no evidence to the contrary exists.
44. Affiant asserts that there was no meeting of the minds in this consumer credit transaction and believes no evidence to the contrary exists.
45. Affiant asserts that there were no mutual obligations and believes no evidence to the contrary exists.
46. Affiant asserts that Countrywide's offer was illegal and believes no evidence to the contrary exists.
47. Affiant asserts that Countrywide was unjustly enriched and believes no evidence to the contrary exists.
48. Affiant asserts that Affiant suffered significant damage as a result of Countrywide's fraudulent activity and believes no evidence to the contrary exists.
49. Affiant asserts that there is no ongoing legal and lawful financial obligation and believes no evidence to the contrary exists.
50. Affiant presented a NOTICE OF DEMAND FOR VALIDATION OF DEBT AND PROOF OF CLAIM (including "Error Resolution & Information Request" (ERIR) and "Qualified Written Request" (QWR)) ("Private Communication") to Bank of America dated August 11, 2020.
51. Affiant asserts that Bank of America sent a defective response to said Private Communication, dated September 14, 2020, to an unrelated third-party, with a copy to Affiant.

52. Affiant observes that, with the language in paragraph 1 of the Note, "*...in return for a loan that I have received...*" the Note unequivocally asserts that Affiant already received the alleged loan as of the date the Note was signed.
53. Affiant asserts that since the Note unequivocally asserts that the alleged loan had occurred before the date the Note was signed, the Note cannot possibly be the referenced alleged loan and believes no evidence to the contrary exists.
54. Affiant asserts that the Note and the referenced alleged loan are two distinctly different items, as per the language in paragraph 1 of the Note, and believes no evidence to the contrary exists.
55. Affiant asserts that, as per the language in paragraph 1 of the Note, the Note was an event that had already occurred at some unspecified date in the past, prior to the date the Note was signed, and believes that no evidence to the contrary exists.
56. Affiant asserts that Lender did not disburse an actual loan on the date the Note was signed, as per the language in paragraph 1 of the Note, and believes no evidence to the contrary exists.
57. Affiant asserts that Affiant did not receive an actual loan on the date the Note was signed, as per the language in paragraph 1 of the Note, and believes no evidence to the contrary exists.
58. Affiant asserts that Affiant did not receive any loan disbursement instructions, a loan disbursement confirmation or a loan disbursement receipt of loan proceeds in any form as of the date the Note was signed, as per the language in paragraph 1 of the Note, and believes no evidence to the contrary exists.
59. Affiant asserts that the Note cannot be relied upon as evidence that "a loan" was, in fact, disbursed and/or received, especially since the Note merely asserts that a loan "was received" by the Affiant but provides no evidence that a loan disbursement ever occurred, and believes no evidence to the contrary exists.
60. Affiant asserts that the author of the Note did falsely and deceptively state that Affiant had received a loan when, in fact, no loan had been received and believes no evidence to the contrary exists.
61. Affiant asserts that the Note has received full payment of the entire principal of the Note and believes no evidence to the contrary exists.

62. Affiant asserts that the Note has been satisfied in full by third-party payment and believes no evidence to the contrary exists.
63. Affiant asserts that a transfer of rights occurred which involved the guarantee of revenue and payments that were not provided in the Note and believes no such evidence to the contrary exists.
64. Affiant asserts that the Note represents a source of passive income and believes no evidence to the contrary exists.
65. Affiant asserts that the Note was used for a purpose other than executing and commemorating a loan agreement as Countrywide falsely misrepresented to Affiant and believes no evidence to the contrary exists.
66. Affiant asserts that Lender used Affiant's inability to understand the legalese contained in the mortgage documents associated with the Note to, illegally and unlawfully, attempt to convert Affiant's Real Property to Countrywide.
67. Affiant is named as "*Borrower*" on the Note in this consumer credit transaction.
68. Affiant observes that Oxford Dictionary defines the word "*borrower*" as a "*person or organization that takes out a loan from a bank under an agreement to pay it back later, typically with interest.*"
69. Affiant observes that Oxford Dictionary defines the word "*borrow*" as "*take and use (money) from a person or bank under an agreement to pay it back later.*"
70. Countrywide is named as the "*Lender*" on the Note in this consumer credit transaction.
71. Affiant observes that Oxford Dictionary defines the word "*lender*" as "*an organization or person that lends money.*"
72. Affiant observes that Oxford Dictionary defines the word "*lend*" as "*allow (a person or organization) the use of (a sum of money) under an agreement to pay it back later, typically with interest.*"
73. Affiant observes that Generally Accepted Accounting Principles ("GAAP") is the accounting standard adopted by the U.S. Securities and Exchange Commission (SEC) whereby true double-entry book-accounting is performed in issuing loans, showing a debit against the bank's assets.

74. Affiant has not seen or been presented with documentation verifying that Affiant is the "*Borrower*" on the Note in this consumer credit transaction in accordance with GAAP and definitions found in the Oxford Dictionary, and believes that no such verified documentation exists.
75. Affiant has not seen or been presented with documentation verifying that Affiant "*borrowed*" any money from Countrywide in this consumer credit transaction in accordance with GAAP and definitions found in the Oxford Dictionary and believes that no such verified documentation exists.
76. Affiant has not seen or been presented with documentation verifying that Countrywide is the "*Lender*" on the Note in this consumer credit transaction in accordance with GAAP and definitions found in the Oxford Dictionary and believes that no such verified documentation exists.
77. Affiant has not seen or been presented with documentation verifying that Countrywide "*lent*" any money to Affiant in this consumer credit transaction in this consumer credit transaction in accordance with GAAP and definitions found in the Oxford Dictionary, and believes that no such verified documentation exists.
78. Affiant has not seen or been presented with documentation verifying that Bank of America is a "*creditor*" following GAAP in this consumer credit transaction and believes that no such verified documentation exists.
79. Affiant has not seen or been presented with documentation verifying that Bank of America lent its "*money*" to purchase the loan agreement from Affiant, as alleged borrower and believes that no such verified documentation exists.
80. Affiant has not seen or been presented with documentation verifying that Bank of America lent its "*credit*" to Affiant in this consumer credit transaction and believes that no such verified documentation exists.
81. Affiant has not seen or been presented with documentation verifying that Affiant did not provide any money, money equivalent, credit, funds, capital or thing of value to Bank of America in this consumer credit transaction that funded a similar loan or similar instrument approximately the same amount as the alleged loan and believes that no such verified documentation exists.

82. Affiant has not seen or been presented with documentation verifying that Bank of America did not receive and/or accept any money, money equivalent, credit, funds, capital or thing of value provided by Affiant in this consumer credit transaction that funded a similar loan or similar instrument approximately the same amount as the alleged loan and believes that no such verified documentation exists.
83. Affiant has not seen or been presented with documentation verifying that Bank of America risked any of their assets at any time in this consumer credit transaction and believes that no such verified documentation exists.
84. Affiant has not seen or been presented with documentation verifying that Affiant is not the true "creditor" in this consumer credit transaction and believes that no such verified documentation exists.
85. Affiant has not seen or been presented with documentation verifying that Affiant is not the "depositor" in this consumer credit transaction and believes that no such verified documentation exists.
86. Affiant has not seen or been presented with documentation verifying that this consumer credit transaction did not involve several instances of FRAUD and believes that no such verified documentation exists.
87. Affiant has not seen or been presented with documentation verifying that Bank of America by and through its employees and agents did not commit FRAUD on the contract in respect to the alleged account and written loan agreement referenced above in any capacity and believes that no such verified documentation exists.
88. Affiant has not seen or been presented with documentation verifying that Bank of America did not monetize and/or securitize my promissory Note and unjustly enriched themselves and believes that no such verified documentation exists.
89. Affiant has not seen or been presented with any documentation verifying that Bank of America has valid authority to conceal said funds for the purpose of dispossessing Affiant of said funds and believes that no such verified documentation exists.
90. Affiant has not seen or been presented with documentation verifying that Bank of America by and through its employees and agents knew or did not know that this consumer credit transaction was beyond the scope of its Charter and believes that no such verified documentation exists.

91. Affiant has not seen or been presented with documentation verifying that Bank of America did not intend to bind Affiant to an unconscionable contract and believes that no such verified documentation exists.
92. Affiant has not seen or been presented with documentation verifying that Bank of America's claim of this alleged debt is not fraudulent and believes that no such verified documentation exists.
93. Affiant has not seen or been presented with documentation verifying that Bank of America's operation of this referenced alleged loan is lawful and legal and believes that no such verified documentation exists.
94. Affiant has not seen or been presented with any documentation verifying that an attempt to collect upon a fraudulent debt, sent via the U.S. mail or email transmission, is something other than a violation of Title 18 USC § 1341 and believes that no such verified documentation exists.
95. Affiant has not seen or been presented with any documentation verifying that an attempt to collect upon a fraudulent debt using false, forged or counterfeited, or altered obligation or other security of the United States, with the intent that the same be passed, published, or use as true and genuine, is something other than a violation of Title 18 USC § 473 and believes that no such verified documentation exists.

Conclusions

Consequently, it appears that (1) the Note has been satisfied in full more than once, (2) no assignment or sale of the actual instruments occurred on record, nor was the same disclosed, and (3) the transfer of certain rights prior to, or contemporaneous with the alleged "closing" of, this "loan" transaction, negated any interest in the transaction by the "Lender" and thus voided any authority of the Lender to enter into any agreement with a Trustee, who therefore holds title solely in constructive trust for Affiant.

Further, a transfer of rights has occurred, which involved the guarantee of revenue and payments that were not provided in the Note. Since the Note is a negotiable instrument under the Uniform Commercial Code, and represents a source of passive income, it constitutes the issuance of security without compliance with the applicable state and Federal securities law.

Essentially, Affiant signed documents which Affiant believed to be a standard mortgage, loan, and Note with the standard relationships between borrower and lender. Instead, the records indicate that Affiant was deceived into issuing a security.

Notwithstanding the fact that Affiant has made a due and diligent search for documentary evidence that a loan was provided to Affiant, Affiant finds that no such evidence exists and never did. There is no loan and there never was any actual loan. A signed Note was presented, the entire obligation of which, was immediately satisfied by, including but not limited to, an unidentified third party, and for which no notification or disclosures were made to Affiant.

This process clearly involved several instances of FRAUD.

Since there is no actual loan and since the obligation referred to in the Note was completely satisfied, there was no and there is no ongoing financial obligation. Affiant has, therefore, been defrauded out of hundreds of thousands of dollars since the Note was signed and satisfied shortly thereafter.

Under penalty of perjury, Affiant warrants and represents that the foregoing facts and conclusions are true, accurate and correct.

Failure, refusal or neglect to correct is evidence of the reliability of facts and conclusions. Affiant calls upon any interested party who professes to be in a position to know, first-hand, that any fact and/or conclusion presented herein is not true and/or accurate and/or correct, to provide Affiant with a detailed, written, valid correction of each fact and/or conclusion herein that is not true and/or accurate and/or correct.

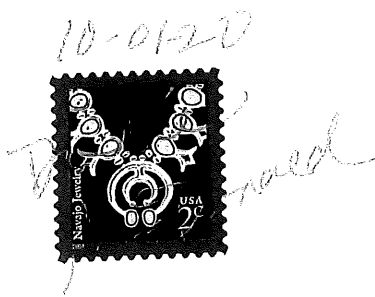
Failure, refusal or neglect to respond, a partial response, or a non-responsive response and/or to rebut the foregoing statements on a point-by-point and line-by-line basis, in Affidavit form, constitutes your admission and stipulation to the stated claims, shall (1) be construed as constructive silence and concealment of incriminating evidence; (2) create a legal presumption or conclusion that Bank of America by and through its employees and agents has acted beyond the scope of its Charter and is involved in fraud and/or extortion and (3) establish the evidence as a matter of fact and admissible as evidence.

Exodus 20:15, 16

Further Affiant Saith Naught.

This **AFFIDAVIT OF FACTS AND CONCLUSIONS CONCERNING CERTAIN INSTRUMENTS AND ALLEGED LOAN(S)** is dated the 1st day of the October in the year of our Lord Two Thousand Twenty.

By: *Dollie McDonald*
Dollie McDonald, Real Party in Interest
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JURAT

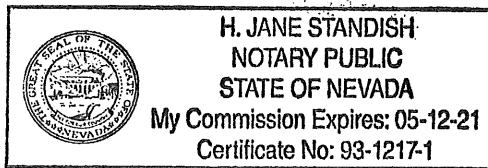
STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

Subscribed and sworn to (or affirmed) before me, *H. Jane Standish*, Notary Public, on this 1st day of October 2020 by **Dollie McDonald**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

H. Jane Standish
NOTARY PUBLIC

My Commission Expires: 5-21-21



**COPY OF REGISTERED MAIL RECEIPTS AND
RETURN RECEIPT CARDS**

| | | |
|---|---|---|
| Registered No. RE206941930US | | Date Stamp 0013 03 |
| To Be Completed By Post Office | Postage \$ \$7.75 | Extra Services & Fees (continued) |
| | Extra Services & Fees | <input type="checkbox"/> Signature Confirmation \$ |
| | <input type="checkbox"/> Registered Mail \$12.60 | <input type="checkbox"/> Signature Confirmation Restricted Delivery \$ |
| | <input type="checkbox"/> Return Receipt (hardcopy) \$ \$2.85 | <input type="checkbox"/> Signature Confirmation Restricted Delivery \$ |
| | <input type="checkbox"/> Return Receipt (electronic) \$ \$0.00 | <input type="checkbox"/> Signature Confirmation Restricted Delivery \$ |
| <input type="checkbox"/> Restricted Delivery \$ \$0.00 | Total Postage & Fees | |
| | \$ \$23.20 | |
| Customer Must Declare Full Value \$ \$0.00 | Received by 10/01/2020 | Domestic insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse). |

OFFICIAL USE

| | | |
|--|-------------|--|
| To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed | FROM | LAS VEGAS, NV 89134 DOLLIE McEWAN |
| | TO | Paul M. Donofrio, Chief Financial Officer, Bank of America Attn: Notice of Error & Request for Information P.O. Box 942019 Simi Valley, CA 93094-2019 |

PS Form **3806, Registered Mail Receipt** Copy 1 - Customer
 April 2015, PSN 7530-02-000-9051 (See Information on Reverse)
 For domestic delivery information, visit our website at www.usps.com

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|---|--|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) D. [Signature]</p> <p>C. Date of Delivery 10/6</p> <p>D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>1. Article Addressed to: Paul M. Donofrio, Chief Financial Officer c/o Bank of America Attn: Notice of Error & Request for Information P.O. Box 942019 Simi Valley, CA 93094-2019</p> | |
| <p>2. Article Number (Transfer from service label) RE 206 941 930 US</p> | |
| <p>3. Service Type</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) | <ul style="list-style-type: none"> <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery |

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt