

**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 SUBSTITUTION OF TRUSTEE
AND FULL RECONVEYANCE**

Notice Date: October 14, 2020

From: Dollie McDonald

Respondent(s): Paul M. Donofrio, Chief Financial Officer
Hereinafter collectively
Referred to as "Respondent,
you, your offices, you and,
your client, your agents
or assigns"
c/o 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
Attn: Notice of Error & Request for Information
P.O. Box 942019
Simi Valley, CA 93094-2019

Reference: Alleged Debtor: DOLLIE MCDONALD
Invalidated Debt Type: MORTGAGE LOAN
Invalidated Debt Account:

Deeds of Trust No(s): 0004265 and 0004266 (MERS 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"), Former beneficiary of Deeds of Trust, 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 Trustees under Deeds of Trust, hereinafter "Former Trustees under Deeds of Trust"

Whereas GRANTOR/SETTLOR/TRUSTOR states and declares:

That this Notice of Substitution of Trustee and Full Reconveyance, hereinafter "Notice," shall serve as your notice that **GRANTOR/SETTLOR/TRUSTOR** hereby revokes, terminates, rescinds and cancels any and all duties, in fact or otherwise, previously assigned by me or ever granted by me and removes you from and relieves you of any and all duties as original trustee, indenture trustee and/or successor trustee granted under Deeds of Trust and/or Assignment(s) of 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 my 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 perpetrated and was actually misled and coerced into signing the aforementioned documents; and

That **GRANTOR/SETTLOR/TRUSTOR**, being aware of the fact that fraud vitiates all contracts, agreements and documents, believes the contract(s) with Countrywide Home Loans, Inc., and its successors or assigns ("Countrywide"), dated December 8, 2006, is/are void and nonexistent; and

That after a recent review audit and a close perusal of the purported Promissory Note(s), to which **GRANTOR/SETTLOR/TRUSTOR** has a proprietary, possessionary and property interest in the Note(s) and its proceeds, any and all Security Instrument(s) connected therewith, any and all Deeds of Trust connected therewith and any and all other pertinent records connected therewith, 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 and all Security Instrument(s) connected therewith, any and all Deeds of Trust connected therewith, relating to, including, but not limited to, Instrument Nos. 0004265 and 0004266 and any and all other pertinent records connected therewith, and in furtherance of said refusal, **GRANTOR/SETTLOR/TRUSTOR** hereby revoked, rescinded, and terminated 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, contracts and agreements from their inception effective **October 1, 2020** indefinitely; and

That no part of Notice warrants, promises, or gives any kind of assurance that this substitution 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 as a result of the aforementioned elements of fraud and bad faith, the alleged debt securing said Deeds of Trust has been fully paid, or otherwise justly satisfied or discharged.

That within three (3) calendar days after receipt of this Notice that shall serve as your notice that said alleged debt secured by Deeds of Trust has been fully paid, or otherwise justly satisfied or discharged, MERS (1) shall deliver or cause to be delivered to **GRANTOR/SETTLOR/TRUSTOR** the original Note(s) and Deeds of Trust, (2) shall record a Certificate of Acknowledgment in the Office of the Recorder of Clark County, in the State of Nevada, which acknowledges that the alleged debt secured by the Deeds of Trust has been fully paid, or otherwise justly satisfied or discharged, (3) shall execute and record a Certificate of Discharge in the Office of the Recorder of Clark County, in the State of Nevada, which discharges the alleged debt secured by the Deeds of Trust, the Deeds of Trust, having been fully paid, otherwise justly satisfied or discharged, (4) shall execute and record or cause to be recorded a **DEED OF FULL RECONVEYANCE OF THE ENCUMBERED INTEREST, RELEASING LENDER'S ALLEGED LIEN FROM SUBJECT PROPERTY AND RECONVEYING, WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED HERETO, i.e. GRANTOR/SETTLOR/TRUSTOR, THE ESTATE NOW HELD BY HIM THEREUNDER**, which was fraudulently conveyed to trustee by on or about March 14, 2006 and/or December 8, 2006 by **GRANTOR/SETTLOR/TRUSTOR** and said Deeds of Trust and the Note(s) shall be marked paid and justly satisfied, and (5) shall deliver or cause to be delivered to **GRANTOR/SETTLOR/TRUSTOR** certified copies of recorded certificates and **DEED OF FULL RECONVEYANCE** via U.S.P.S. Registered Mail at the subject property; and

That **GRANTOR/SETTLOR/TRUSTOR** will NOT be charged any fees relating to the release and/or reconveyance, including, but not limited to the preparation, execution, recordation or delivery.

That **GRANTOR/SETTLOR/TRUSTOR** reserves the right to lodge a complaint against any title insurer who improperly records the release of Deeds of Trust and title insurer will be liable for actual damages and for a reasonable attorney's fee and the costs of bringing the action because of the improper recordation of the release.

That failure, refusal, or neglect to comply with **GRANTOR/SETTLOR/TRUSTOR's** written instructions detailed herein within 72 hours of receipt of Notice 1) constitutes your general acquiescence in this instant matter; 2) constitutes estoppel and voluntary waiver of all rights and remedies; 3) constitutes your tacit agreement and formal acceptance of a **DEED OF FULL RECONVEYANCE**, executed and recorded by **GRANTOR/SETTLOR/TRUSTOR** in the Office of the Recorder of Clark County, in the State of Nevada, of the encumbered interest, **RELEASING LENDER'S ALLEGED LIEN FROM SUBJECT PROPERTY AND**

RECONVEYING, WITHOUT WARRANTY, TO THE PERSON OR PERSONS LEGALLY ENTITLED HERETO, i.e. GRANTOR/SETTLOR/ TRUSTOR, THE ESTATE NOW HELD BY HIM THEREUNDER, which was fraudulently conveyed to trustee on or about March 14, 2006 and/or December 8, 2006 by **GRANTOR/ SETTLOR/TRUSTOR**, and said Deeds of Trust and the Note(s) shall be marked paid and justly satisfied.

Therefore, in good faith GRANTOR/SETTLOR/TRUSTOR hereby states, resolves, and decrees that **GRANTOR/SETTLOR/TRUSTOR** hereby revokes, terminates, rescinds and cancels any and all duties, in fact or otherwise, previously assigned by me or ever granted by me and removes you from and relieves you of any and all duties as trustee(s), whether original trustee, indenture trustee and/or successor trustee granted under Deeds of Trust, plus any and all other entities claiming/claimed to be trustees of Deeds 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(s), deed(s) 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 recorded as alleged loan number 152713512, Instrument Nos. 0004265 and 0004266, in the Office of the Recorder of Clark County, in the State of Nevada, pertaining to that property specifically addressed and identified as
North Las Vegas, Nevada 89084 further described as:

Parcel I:

Parcel II:

An easement for ingress and egress over private streets and common areas as shown on and delineated on said map.

Parcel ID:

Of this presentment take due **NOTICE** and heed, and govern yourselves accordingly.

Dollie McDonald

October 14, 2020

This Notice of Substitution of Trustee and Full Reconveyance is executed and effective on this 14th day of October 2020.

By: *Dollie McDonald*
Dollie McDonald, Real Party in Interest
All Rights Reserved Without Prejudice UCC 1-308



**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 has not seen or been presented with documentation verifying that that certain Corporation Assignment of Deed of Trust Nevada ("Corporation Assignment") dated 01/07/2011 and recorded 01/11/2011 as Instrument No. 0002695 in Book 20110111 of Official Records in the Office of the Recorder of Clark County, in the State of Nevada, which grants, assigns and transfers all beneficial interests under that certain Deed of Trust ("Deed of Trust") dated 12/08/2006 executed by Affiant, Dollie McDonald, a single woman as Trustor to ReconTrust Company, N.A. as Trustee and recorded 12/13/2006 as Instrument No. 0004265 in Book 20061213 of Official Records in the Office of the Recorder of Clark County, in the State of Nevada, from Mortgage Electronic Registration Systems, Inc. ("MERS") to 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, is not Federal fraud conspiracy, securities fraud and/or assignment fraud and believes that no such verified documentation exists.
9. Affiant has not seen or been presented with documentation verifying that that certain Assignment of Deed of Trust ("Assignment") dated 01/14/2013 and recorded 01/15/2013 as Instrument No. 0000412 in Book 20130115 of Official Records in the Office of the Recorder of Clark County, in the State of Nevada, which assigns and transfers all right, title and interest to Deed of Trust, from MERS, as Original Lender to BNY Mellon, is not Federal fraud conspiracy, securities fraud and/or assignment fraud and believes that no such verified documentation exists.
10. Affiant has not seen or been presented with documentation verifying that on or about 01/26/2007, CWALT, Inc. did not file a Certification and Notice of Termination of Registration (Form 15) with the Securities and Exchange Commission ("SEC") (Commission File Number 333-110343-29) which covered Alternative Loan Trust 2006-43CB and Mortgage Pass-Through Certificates, Series 2006-43CB and believes that no such verified documentation exists.
11. Affiant has not seen or been presented with documentation verifying that on or about on or about 01/30/2007, CWALT, Inc. did not file an amended Form 15 with the SEC (Commission File Number 333-131630-[TBD]) and believes that no such verified documentation exists.

12. Affiant has not seen or been presented with documentation verifying that that certain Assignment of Deed of Trust ("MERS HELOC Assignment") dated 03/18/2020 and recorded 04/01/2020 as Instrument No. 0000150 in Book 20200401 of Official Records in the Office of the Recorder of Clark County, in the State of Nevada, which grants, assigns and transfers all right, title and interest under that certain Deed of Trust ("MERS HELOC Deed of Trust") dated 12/08/2006 executed by Affiant, Dollie McDonald, a single woman, as Grantor to MERS, as beneficiary, as nominee for Countrywide, its successors and assigns and recorded 12/13/2006 as Instrument No. 0004266 in Book 20061213 of Official Records in the Office of the Recorder of Clark County, in the State of Nevada, from MERS to BNY Mellon as indenture trustee for the Certificate Holders of the CWHEQ Revolving Home Equity Loan Trust, Series 2006-I, is not Federal fraud conspiracy, securities fraud and/or assignment fraud and believes that no such verified documentation exists.
13. Affiant has not seen or been presented with documentation verifying that on or about 01/17/2007, CWHEQ, Inc. did not file Form 15 with the SEC (Commission File Number 333-132375-13) which covered CWHEQ Revolving Home Equity Loan Trust, Series 2006-I and believes that no such verified documentation exists.
14. Affiant has not seen or been presented with documentation verifying that Corporation Assignment, Assignment and MERS HELOC Assignment (together, "Assignments") are not fraudulent Assignments as said trusts may have been dissolved and/or delisted or deregistered, also known as "going dark", and believes that no such verified documentation exists.
15. Affiant has not seen or been presented with documentation that the Interest Only Fixed Rate Note dated 12/08/ 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") and Deed of Trust – Instrument No. 0004265 ("Deed of Trust") dated and executed on 12/08/2006 corresponds with the actual date Affiant closed on the purchase of her Real Property, which was on March 14, 2006 ("closing date") and believes that no such verified documentation exists.
16. 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.
17. Affiant has not seen or been presented with documentation verifying that another closing took place on 12/08/2006 with regard to the above-referenced Note and believes that no such verified documentation exists.

AFFIDAVIT A

18. Affiant has not seen or been presented with documentation that the MERS HELOC Deed of Trust – Instrument No. 0004266 dated and executed on 12/08/2006 secures a Promissory Note dated and executed on 12/08/2006 and believes that no such verified documentation exists.
19. Affiant has not seen or been presented with documentation verifying that a Promissory Note was executed for the MERS HELOC Deed of Trust on 12/08/ 2006 in the amount of ninety-seven thousand two hundred dollars 00/100 (\$97,200.00) and believes that no such verified documentation exists.
20. Affiant has not seen or been presented with documentation verifying that the Note was not converted into a trade-able security and believes that no such verified documentation exists.
21. Affiant has not seen or been presented with documentation verifying that the Deed of Trust is secured and enforceable and believes that no such verified documentation exists.
22. Affiant has not seen or been presented with documentation verifying that the MERS HELOC Deed of Trust is secured and enforceable as Affiant has not seen or been presented with documentation verifying that a Promissory Note was executed secured by the MERS HELOC Deed of Trust on 12/08/2006 and believes that no such verified documentation exists.
23. Affiant has not seen or been presented with documentation that the Deed of Trust and the MERS HELOC Deed of Trust (together, “Deeds of Trust”) are not fraudulent and believes that no such verified documentation exists.
24. Affiant has not seen or been presented with documentation verifying that MERS did not split the Note(s) from the Deeds of Trust, creating an unsecured debt obligation and believes that no such verified documentation exists.
25. Affiant has not seen or been presented with documentation that the Note(s) and Deeds of Trust do not 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 that no such verified documentation exists.
26. 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.

27. 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 used 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) notwithstanding the fact that Affiant has requested but has not seen or been presented with verified documentation that a loan(s) "securing" the Deeds of Trust was provided to Affiant and Affiant's own due and diligent search for documentary evidence yielded that no such evidence exists and never did, (2) since there is no actual loan and since the obligation referred to in the Note was immediately and completely satisfied by, including, but not limited to, an unidentified third party, there was no and there is no ongoing financial obligation secured by the Deeds of Trust, (3) the Deeds of Trust are unsecured and unenforceable and (4) the Deeds of Trust have been fully paid, or otherwise justly satisfied or discharged.

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 14th day of the October in the year of our Lord Two Thousand Twenty.

SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:

Paul M. Donofrio, Chief Financial Officer
c./o Bank of America
Attn: Notice of Error & Request for Info
P.O. Box 942019
Simi Valley, CA 93094-2019



9590 9402 5436 9189 6055 81

2. Article Number (Transfer from service label)

RE 206 941 943 US

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X F. Best

- Agent
- Addressee

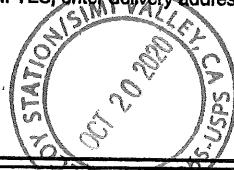
B. Received by (Printed Name)

Fernando B.

C. Date of Delivery

10-20

- D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return