

**NOTICE OF INTENT TO LIEN  
FIRST AND FINAL WARNING**

**THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES**

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

*Applicable to all successors and assigns  
Silence is Acquiescence / Agreement / Dishonor*

Certified Mail #: **7020 0640 0000 4702 8727**

Notice Date: **December 15, 2020**

Claimant(s): **Katrina J. Copney  
c/o Paul John Hansen, Notary Public  
P.O. Box 314  
Repton, AL 36475**

Respondent(s): **Terrance R. Dolan, Chief Financial Officer**  
*Hereinafter collectively  
Referred to as "Respondent, you,  
your offices, you and your client,  
your agents or assigns"*  
**c/o U.S. Bank, NA  
P.O. Box 3427  
Oshkosh, Wisconsin 54903-3427**

Reference: **Alleged Debtor: KATRINA J. COPNEY  
Invalidated Debt Type: AUTOMOBILE LOAN  
Invalidated Debt Account #: 516301837**

Greetings Mr. Dolan,

**THIS IS A BINDING CONTRACT. PLEASE READ THE ENTIRE AGREEMENT CAREFULLY.  
YOUR RESPONSE, REBUTTAL OR OBJECTION IS REQUIRED NO LATER THAN TEN (10)  
DAYS FROM THE DATE OF THIS NOTICE. YOUR SILENCE WILL COMPRISE YOUR  
AGREEMENT WITH AND ACCEPTANCE OF ALL OF THE TERMS AND PROVISIONS.**

My third party neutral witness has not received any response, rebuttal or objection from you. These documents are serious in nature and carry serious consequences. As you are obviously ignoring them, this **NOTICE OF INTENT TO LIEN** is my **FIRST AND FINAL WARNING** to **US BANK**, hereinafter "Respondent" of my intent to initiate the Commercial Lien process for treble damages.

Additionally, notice is hereby given that Respondent's failure, refusal, or neglect to rebut and/or contest the **COMMERCIAL AFFIDAVIT OF TRUTH**, annexed hereto and made part hereof by this reference, on a point-by-point basis to ward off the possibility of a Commercial Lien within ten (10) days from the date of this Notice will be deemed by this Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties, penalties and costs. Any points you manage to rebut will be removed from my allegations, and the remainder kept as my final Affidavit.

This document and all others pertaining to this matter may be recorded and thusly may be used at the discretion of its issuer for any and all matters as so allowed under Rule 902 of the Federal Rules of Evidence and others, including, without limitations, the jurisdiction of the State of New Jersey and the United States of America.

**COMMERCIAL AFFIDAVIT OF TRUTH  
AFFIDAVIT OF NOTICE, DECLARATION AND DEMAND  
FAIR NOTICE AND WARNING OF COMMERCIAL GRACE  
NOTICE OF NON-JUDICIAL PROCEEDING  
THIS IS A U.S. S.E.C. TRACER FLAG, NOT A POINT OF LAW  
(See attached instruction - Appendix A)**

WHEREAS, the public record is the highest evidence form, I, Katrina J. Copney, am hereby timey creating public record with this Affidavit by Verified Declaration in the common law jurisdiction of the State of Texas and the United States of America.

**Introductory Certification**

I, Katrina J. Copney, 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 Commercial Affidavit of Truth with sincere intent.

**Plain Statement of Facts**

4. Affiant declares 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.

### **Specific Statement of Facts**

5. THAT Respondent's failure, refusal, or neglect to respond to Affiant's "**NOTICE OF DEMAND FOR VALIDATION AND PROOF OF CLAIM**" and "**NOTICE OF FAULT IN DISHONOR AND OPPORTUNITY TO CURE**" therein causing **injury** and **damage** to Affiant, placed Respondent in DEFAULT as witnessed by a third party neutral witness.
6. THAT NO COMMERCIAL PAPERWORK or COMMERCIAL AFFIDAVITS have been furnished or supplied to me, Katrina J. Copney, by **US Bank** or any others that created the so-called liability.
7. THAT Respondent's failure, refusal, or neglect in the presentment of a verified response, as a sufficient verified response was defined and provide, with particularity, everything requested in Affiant's presentments within the time allotted has established the fact in the record of 1) your general acquiescence in this private matter; 2) your tacit agreement and formal acceptance of all the terms and conditions and stipulations of Claimant's presentment through your dishonor; 3) your admission to the fact that all not provided information requested is not existent; and 4) your consent and voluntary authorization that Affiant may proceed to exercise exclusive remedy of your default, agreement, misapplication of statute, etc., via Tort Claim, or any other remedy including filing a Commercial Lien on Respondent, as debtor, to secure the debt owed and is fully binding upon you in any court in America, without your protest or objection or that of those who represent you.
8. THAT the foundation of Commercial Law, being based on certain eternally just, valid, and moral precepts, has remained unchanged for at least six (6) millennia. Said Commercial Law forms the underpinnings of Western Civilization, if not all Nations, Law, and Commerce in the world, is NON-JUDICIAL, and is prior and superior to, the basis of, and cannot be set aside or overruled by, the laws of statutes of any governments, legislatures, quasi-governmental agencies, or courts. It is therefore an inherent obligation on all authorities, officials, governments, legislatures, government or quasi-governmental agencies, courts, judges, attorneys, and all aspects and agents of all law enforcement agencies to uphold said Commercial Law, without which entities are violating the just basis of their alleged authority and serving to disintegrate the society they allegedly exist to protect.
9. THAT the lawful seizure, collection, and transfer of ownership of money or property must be effected by a valid Commercial Lien which must contain certain elements in order to be Commercially valid, to wit:

- a. The lien instrument must obviously, patently, and evidently be a LIEN by being clearly and explicitly titled "LIEN," "CLAIM OF LIEN," or "DECLARATION OF LIEN," and mandatorily, by its exhaustive Commercial content (full disclosure) as follows in b), c) and d);
  - b. The lien instrument **MUST CONTAIN** a notarized hand-signed affidavit, for which the issuer is commercially liable, containing a plain statement of fact disclosing how the obligation of the lien was created, attesting that the commercial condition is true, correct, and certain;
  - c. The lien instrument **MUST CONTAIN** a ledger or bookkeeping statement connecting purchases, services rendered, and/or injuries sustained, with a claim of obligation such that each purchase, service and/or injury is presented in a one-to-one correspondence with its partial claim of obligation. The partial obligations are then totaled to obtain the total obligation. This is called a "True Bill in Commerce."
  - d. The lien instrument **MUST CONTAIN** a statement, either specific or general, of the property being seized from the lien debtor to satisfy, or to guarantee satisfaction of, the obligation of the lien.
  - e. A NOTICE OF LIEN to be valid **MUST CONTAIN** a clear statement as to where the lien is filed, where it can be found and how a copy can be obtained.
10. THAT it is the sincerest belief and spiritual conviction of this Affiant that slavery and peonage are immoral, are violations of the First Precept of Commercial Law, that fraud, misrepresentation, non-disclosure, intimidation, deceit, concealment of material fact, lying and treachery are morally wrong.
  11. THAT all parties who act against this Affiant on their alleged basis must produce the Commercial Affidavits of Truth, sworn by claimants to be "true, correct, and complete (certain)," which prove the origin and foundation of their claims, including providing the contract(s) or agreement(s) with the signature of this Affiant thereon wherein this Affiant has knowingly, intentionally, and voluntarily, in full legal and lawful capacity, agreed to waive or surrender rights to Respondent, or agreed to become subject to or the slave or property of said entities in any way or in any jurisdiction whatsoever.
  12. THAT in order for a crime to exist, four elements must exist: 1) there must be a defined crime, 2) there must be a victim, 3) the victim must have been damaged, and 4) the intent must be established on the part of the accused. Without proof of all four elements, no crime can be said to have been committed. In this and prior Affidavits, 1) crimes have been defined, 2) the Affiant is the victim, 3) this Affidavit verifies the damages, and 4) the intent is established at the end of the thirty (30) day grace period, if the Respondents fail to rebut (respond to) the wrongs they have been a party to as noted herein.

13. THAT any and all of the various papers, documents, adhesion contracts or alleged “agreements” with Respondent or any others that might be construed to indicate a conclusion contrary to my assertions herein, were signed by me on the basis of mistake due to lack of full disclosure creating a deliberate lack of full knowledge, a deliberate action of fraud, non-disclosure, concealment of material fact, and misrepresentation. Such action thereby creates a stressful situation of duress and intimidation, vitiating all documents by such action of fraud.
14. THAT in light of the foregoing declarations, any and all of the various papers, documents, adhesion contracts or alleged “agreements” between this Affiant and Respondent are unconscionable and baseless.
15. THAT I, Katrina J. Copney, herein, hereby and herewith revoke, disavow, and renounce my signature on any and all of the various papers, documents, adhesion contracts or alleged “agreements” I may have ever signed with Respondent or any other parties or entities whatsoever that might purport to have furnished any contractual agreement or nexus between myself and Respondent.
16. THAT this Commercial Affidavit, Notice and Warning of Commercial Grace, is the ONE AND ONLY such Notice and Warning. If all Respondent’s actions against me on their basis thereon are reinstated against me, it shall be considered a willful disregard for this Notice and Warning, and such shall engender the immediate filing of Criminal Complaints (Affidavits of Information) and Commercial Liens (Affidavits of Obligation) against all parties involved.

#### **CONTRACT OF LIABILITY OF ALLEGATIONS**

17. THAT if Affiant failed to rebut such claims or charges, Respondent would **immediately** declare a default against Affiant and proceed to collect on the claims made as being in agreement with said claims or charges. Respondent having made the claim or charge against Affiant, thereby creating an implied contract, Affiant having rebutted said claim or charge, demanding proof of said implied contract, a true binding contract was thereby created.
18. THAT Respondent’s attacks on the commercial or private liability of Affiant and this Affidavit or response/rebuttal to said claims or charges created the mutually voluntary, consensual, commercial, private contract by and between Affiant and Respondent. Failure of Respondent to prove their claims or charges against the Affiant within the time allotted in Affiant’s presentments constitutes deliberate criminal actions and willful breach of and default of “contract” that you are deemed in agreement and have stipulated to the terms and conditions of Affiant’s presentments formed knowingly and intentionally, by and between Affiant and Respondent.

19. THAT, I, Katrina J. Copney, the Undersigned Affiant, depose and certify that I have written the foregoing with intent and understanding of purpose, and believe the statements, allegations, demands and contents herein to be true, correct, and complete, commercially reasonable and just, to the best of my knowledge and belief.
20. THAT, I, Katrina J. Copney, grant Respondent ten (10) days from the date of this Notice to respond to the statements, claims, and inquiries above. Failure to respond will constitute as an operation of Law, the admission of Respondent by tacit procurement to the statement, claims and answers to inquiries shall be deemed STARE DECISIS. Failure to respond will constitute an Estoppel by Acquiescence. It is also mandatory that if Respondent responds to the foregoing it must be by delivering any response to Affiant's mailing location listed above, by United States Postal Certified Mail. It is mandatory that Respondent sign and "certify under penalty of perjury under the laws of the United States of America" under 28 USC § 1746, all answers and any other correspondence in response to Affiant's "**COMMERCIAL AFFIDAVIT OF TRUTH**" and further that any facts alleged in Respondent's response must be of firsthand knowledge in affidavit form properly sworn and subscribed to.

#### **OFFER IN GOOD FAITH**

The penalties that a bank or servicer and their agents can face for violations of FDCPA, TILA, RICO and other state and federal laws can be severe, i.e., triple the amount of the interest the bank stood to fraudulently make off of the consumer credit transactions.

Therefore, in good faith, I, Katrina J. Copney, make the following offer to forgive Respondent any liability incurred by its wrongful actions, for a one-time demand settlement amount of thirty-five thousand dollars and 00/100 (\$35,000.00), the full amount of the credit you fraudulently allege to have given, plus interest and fees, in functional United States currency or crypto-currency (Bitcoin), for any and all loss, damage, and injury sustained, *provided that* Respondent 1) voluntarily merges the accounts payable account with the accounts receivable account to zero out Affiant's alleged account, in accordance with GAAP and Public Policy, 2) immediately contacts any and all credit bureaus, including but not limited to, Equifax, Experian and Trans Union, to remove any and all negative comments on Affiant's credit report attributed to this consumer transaction and update Affiant's credit report to a "PAID AS AGREED" status – NOT as a delinquent or closed account, and 3) voluntarily releases the lien and issues a lien release letter to Affiant and the Department of Motor Vehicles on Affiant's property (ID Number: 1C4PJ MDB7G W3609 23), delivering or causing to be delivered the New Jersey Certificate of Title (Control Number: AV723895) and the Manufacturer's Statement of Origin (MSO) to Affiant's mailing location listed above, by United States Postal Certified Mail.



## APPENDIX A

The Lien Claimant does NOT rely on Title 15 as a basis for the "Commercial Lien." ALL Commercial processes, by using or relying on notes or paper in Commerce (e.g. Federal Reserve Notes), must bear some sort of Federal tracking code, a County Recorder's number or a serial number, which process must be accessible for inspection at the nearest relevant County Recorder's Office or be widely advertised. When a Lien matures in ninety (90) days by default of the Lien Debtor through the Lien Debtors failure to rebut the AFFIDAVIT OF OBLIGATION point-for-point categorically, it becomes an accounts receivable in the ordinary sense of a collectable debt upon which assignments, collateralization, and other commercial transactions can be based, hence becomes a Security subject to observation, tracking, and regulation by the United States Securities and Exchange Commission (hereinafter U.S. S.E.C.).

The notation "A Security – 15 USC" is a flag in Commerce telling the U.S. S.E.C. that a speculation account is being established to enforce a lien. The U.S. S.E.C. can then monitor the process. As long as the process is truthful, open, and above-board (full disclosure), the U.S. S.E.C. has no jurisdiction over it, for even the U.S. S.E.C. has no jurisdiction over the truth of testimony, depositions, affidavits, and affidavits of obligation (Commercial Liens), and an unrebutted affidavit stands as the truth in Commerce.

Legal Authority: Universal moral / existential truths / principles, expressed in Judaic (Mosaic) Orthodox Hebrew / Jewish Commercial Code, corollary to Exodus (chiefly Exodus 20:15, 16). This is the best-known Commercial process in America.

When an Affidavit is so flagged in Commerce, it becomes a Federal Document because it could become translated into a Security (for example by being attached in support of a Commercial Lien), and not accepting and/or filing a Commercial Affidavit becomes a Federal offense.