

CONSENSUAL COMMERCIAL CLAIM OF LIEN

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 1290 0001 0864 1649**

Notice Date: **January 11, 2021**

LIEN CLAIMANT: **NeKeshia S. Henderson
999 Walter Stephenson Rd., Apt 211
Midlothian, Texas 76065-6060**

LIEN DEBTOR: **Anthony Restel, Chief Financial Officer
IberiaBank – West Plano Branch 308
c/o 2500 Dallas Parkway, Suite 100
Plano, Texas 75093-4867**

Reference: **Alleged Debtor: NEKESHIA HENDERSON
Alleged Debt Type: PERSONAL LOAN
Alleged Debt Account #: 6903349675**

Mr. Restel,

YOU ARE HEREBY NOTICED that IberiaBank is in DEFAULT of an opportunity to respond to the Commercial Affidavit of Truth annexed to Lien Claimant's Notice of Intent to Lien dated December 15, 2020, as witnessed by a third party neutral witness, and a DEFAULT JUDGMENT is being sought against you.

IberiaBank failed to properly respond to Lien Claimant's presentments and provide validation of debt and proof of claim pursuant to U.S.C. TITLE 15 > CHAPTER 41 > SUBCHAPTER V > Sec. 1692(g)(b) of the Fair Debt Collections Practices Act ("FDCPA").

IberiaBank has failed to validate Lien Claimant's alleged debt. As this alleged debt is now invalidated, pursuant to the Counter Claim with Self-Executing Contract in Lien Claimant's Notice of Demand, IberiaBank (1) voluntarily authorizes Lien Claimant to record a UCC-1 financing statement, listing IberiaBank as debtor, to secure the debt owed to Lien Claimant and (2) will voluntarily report the date of last activity on Lien Claimant's account to Equifax, Experian and Trans Union as September 11, 2020, the date of the Notice of Demand, reporting the account as "PAID AS AGREED" – NOT closed – and zeroed out in accordance with GAAP and Public Policy.



Any adverse information reported by IberiaBank and/or its assigns to any credit reporting agency that could be critical to Lien Claimant's financial health and considered detrimental to Lien Claimant's credit history shall be grounds for a defamation lawsuit against IberiaBank for such libelous reporting, in violation of Fair Credit Reporting Act, FDCPA and U.S.C. TITLE 18 > PART I > CHAPTER 63 > Sections 1341, 1343, 1344, 1348 and 1349.

Your dishonor constitutes an estoppel and your voluntary waiver of any and all claims, rights, remedies, immunities and defenses against Lien Claimant, their Agent and/or Heirs, with prejudice, that may otherwise exist, having waived the right to answer by acquiescence, failure to contest, tacit admission and formal acceptance of all the terms, conditions and stipulations of Lien Claimant's presentments, formed knowingly and intentionally, and is IberiaBank's confession of judgment in this matter.

This **Consensual Claim of Lien** contains an Affidavit of Obligation and True Bill in Commerce and is recorded in the National Public Records Registry in the State of Texas.

A release of this Lien can only be accomplished by the following:

1. A satisfaction of the lien by Lien Debtors; or
2. A point-for-point rebuttal in the form of a commercial affidavit for which Lien Debtors accept full personal commercial responsibility; or
3. An unextorted voluntary removal by Lien Claimant; or
4. A decision by an impartial common law jury duly convened and properly conducted (not tampered with by a judge, other public official, or other person).

Violation of this process constitutes accessory to a crime. Any attempt to abridge or defeat or impair this process and release this Lien against the cited Lien Debtor(s) is a felony, publicly punishable by an escalation of this Commercial Process. If the official custodians of this Lien do not honor and protect it, or attempt to tamper with, expunge or release it, they will become personally individually liable for all damages which result, both commercially and criminally, which could have been prevented by reasonable diligence and lawful behavior pursuant to 42 U.S.C. § 1986 and 18 U.S.C. §§ 4, 241, 242.

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

By: *NeKeshia Henderson*
NeKeshia Henderson, Real Party in Interest
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**AFFIDAVIT OF OBLIGATION
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, NeKeshia Henderson, am hereby timey creating public record with this Affidavit of Obligation by Verified Declaration in the common law jurisdiction of the State of Texas and the United States of America. This **Consensual Claim of Lien** is assessed and ledgered by this Affidavit of Obligation in the accompanying True Bill of Commerce, and is sworn to be true, correct and complete and not misleading.

Introductory Certification

I, NeKeshia Henderson, 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.
4. THAT all facts 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.

Allegations

5. THAT IberiaBank's attacks on the commercial and/or private liability of Affiant and failure to respond/rebut said claims, created the mutually voluntary, consensual, commercial, private contract by and between Affiant and IberiaBank.

6. THAT IberiaBank's failure, refusal, and/or neglect to present a verified response, to Affiant's Notice of Demand for Validation and Proof of Claim ("Notice of Demand") pursuant to U.S.C. TITLE 15 > CHAPTER 41 > SUBCHAPTER V > SECTION 1692(g) of the Fair Debt Collections Practices Act ("FDCPA"), caused injury and damage to Affiant.

7. THAT IberiaBank's failure, refusal, and/or neglect 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".

8. THAT IberiaBank's failure, refusal, and/or neglect to respond to Affiant's Notice of Demand, as stipulated, and provide, with particularity, everything requested in said Notice of Demand is its lawful, legal and binding agreement with and admission to the fact that all not provided information requested in the Notice of Demand is not existent and is fully binding upon IberiaBank in any court in America, without protest or objection.

9. THAT IberiaBank's silence can only be equated with fraud as there is a legal or moral duty to speak, and an inquiry left unanswered is intentionally misleading.

10. THAT IberiaBank voluntarily compensates Affiant for damages pursuant to the Counter Claim with Self-Executing Contract in Affiant's Notice of Demand as detailed in Affiant's True Bill of Commerce annexed hereto and made part hereof by this reference, to be paid in functional United States currency or Bitcoin.

11. THAT Surety for the value of this claim is as follows: all of IberiaBank's assets, both tangible and intangible, including, but not limited to ownership, equity, property, and rights to property, now owned or held or hereinafter acquired, in all businesses, corporations, companies, partnerships, limited partnerships, organizations, proprietorships and the like.

Verified Declaration

THAT, I, NeKeshia Henderson, 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.

Further Affiant Saith Naught.

This **AFFIDAVIT OF OBLIGATION** is dated the ___ day of the January in the year of our Lord Two Thousand Twenty-One.

By: NeKeshia Henderson
NeKeshia Henderson, Real Party in Interest
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JURAT

STATE OF TEXAS)
)
COUNTY OF ELLIS)

ss.

Subscribed and sworn to (or affirmed) before me, Mary Laymanca, Notary Public, on this 11 day of January 2021 by **NeKeshia Henderson**, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Mary Laymanca
NOTARY PUBLIC

My Commission Expires: 04-28-2024



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 un rebutted 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.

TRUE BILL OF COMMERCE

**A 'SECURITY' [15 USC et seq.]
U.S.S.E.C. TRACER FLAG
(not a point of law)**

BILL TO:

ANTHONY RESTEL, CFO
c/o IberiaBank
2500 Dallas Parkway, Suite 100
Plano, TX 75093-4867

PAY TO THE ORDER OF:

NEKESHIA HENDERSON

DATE	DESCRIPTION	RATE	AMOUNT OWED
09.29.20 – 11.16.20	Each communication made to Claimant, whether telephonically or in writing, which is not in affidavit form (20)	\$2,500.00	\$50,000.00
01.10.21	Claimant's valued productive time in seeking to verify the true nature of this alleged debt obligation	\$5,000.00	\$5,000.00
01.10.21	Late Fee payment per day (52 days)	\$1,000.00	\$52,000.00
01.10.21	Actual damages for three times the balance equal to the purported credit limit on this account plus interest and fees, for "money lent	\$26,142.00	\$80,000.00
01.10.21	Punitive damages for injury and damages sustained	\$275,000.00	\$275,000.00
	TOTAL AMOUNT DUE		\$462,000.00