

# **ATTACHMENT M**

VERIFIED GOOD FAITH OFFER TO PAY

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**VERIFIED GOOD FAITH OFFER TO PAY**  
**TO NewRez LLC c/o Bruce J. Williams**  
**cc: LoanCare LLC c/o Ralph Carrigan**  
**In the Nature of a U.C.C. Presentment**  
**with Supporting MEMORANDUM OF LAW and AFFIDAVIT**

For the Record. Demand is hereby made for this good faith Offer to Pay to NewRez LLC via Bruce J. Williams, acting as CEO and/or any of his agents/employees/assigns any and all amounts Due and Payable at this time after an official Verified and Notarized Accounting, and to place this document and the subject Verified and Notarized Accounting in their file for possible future reference.

The undersigned herein makes this Good-Faith "Offer to Pay" the amount due \$122,161.79 (One Hundred Twenty Two Thousand and One Hundred Sixty One Dollars and Seventy Nine Cents) to NewRez LLC via Bruce J. Williams, acting as CEO and/or any of his agents/employees/assigns, based upon Partial Assignment of collateral via Accounts Receivable of the undersigned in the dollar amount of \$122,161.79 (One Hundred Twenty Two Thousand and One Hundred Sixty One Dollars and Seventy Nine Cents) USD/Money of Account/Credit backed and secured by collateral assets as presented and tendered to Bruce J. Williams / NewRez LLC, 1100 Virginia Drive, Suite 125, Fort Washington, Pennsylvania [19034] on mortgage account number 003 980 5114 by the undersigned to the assignee, Bruce J. Williams CEO NewRez LLC. The undersigned, the assignor, under necessity assigns, transfers and set over to the assignee the said credit as enumerated above as sent to the assignee via USPS Registered Mail No. RE 393 369 584 US, via PS Form 3811 (Green Card) by Third Party Douglas W. Hysell on behalf of the undersigned and LENKA KOLOMA. Said mortgage is herein accepted for value and the Assignment is tendered for payment via substance/assets in the amount of \$122,161.79 (One Hundred Twenty Two Thousand and One Hundred Sixty One Dollars and Seventy Nine Cents).

Should Bruce J. Williams and his NewRez LLC refuse/reject this Good-Faith "Offer to Pay" or to set off/discharge the above stated mortgage, then you have twenty one (21) days to provide the undersigned with the following:



1. Please identify the actual “thing” or “substance” the NewRez LLC “determines” and can lawfully determine, is lawful for such “tender” of “Payment”; AND,
2. Please identify the “United States Constitutionally valid authority” in which the NewRez LLC, MAY lawfully “determine” such “thing” or “substance” to be submitted regarding the actual “tender” of such “Payment”; AND,
3. Is the above stated “thing” required by the NewRez LLC as stated above the same as required by all other Californians?

You, Bruce J. Williams, have already been served ‘MEMORANDUM WITH POINTS AND AUTHORITIES – NOTICE AND DEMAND – Pertaining to the Public Fraud, Negotiable Paper, Money Issue, Commercial Liens and Commercial Law’ dated November 16, 2022 via Certified Mail Number 7022 0410 0000 6419 5104 which was received on November 23, 2022 by which you agreed to the following:

1. THAT, ALL DEBTS are satisfied by one or both of two ways, a payment, or a promise to pay. Every payment is by substance, and every promise to pay is accomplished by a currency or paper which is technically known as commercial lien. The satisfaction of the debt by providing substance is called “paying the Debt.” The satisfaction of the debt by a written or printed promise to pay the debt is called “discharging the debt.” All debts are “paid” by substance. All debts are only “discharged: by CURRENCY, POCKET MONEY NOTES, OR OTHER COMMERCIAL LIENS (Negotiable Instruments, i.e., Commercial Lien Security/Asset. i.e., UCC-1 Asset); and
2. THAT, all paper money consists of NOTES which declare a debt or obligation and which promise or demand payment. All such evidences of debt or obligations are technically known as COMMERCIAL LIENS. Such ‘notes’ include currency, for example, federal reserve notes, checks, drafts, conditional checks, notes of exchange (paper money/instruments between banks); and

- 1 3. THAT, a Federal Reserve note is a commercial lien on the Federal Reserve Bank. A  
2 Personal check is a commercial lien on the bank account of the maker of the check  
3 (cheque). A draft is a check (cheque) with a conditional agreement printed above the  
4 place of endorsement on the backside of the draft. A 'note' of exchange is a commercial  
5 lien between the banks consisting one bank demanding payment (discharge) from  
6 another bank. A personal check (cheque), while passing between banks, as a note of  
exchange, is a commercial lien; and
- 7 4. THAT, bank accounts are backed (supported) either by substance money or by paper  
8 money, or by both. The substance money is called collateral. The paper money can be  
9 currency (for example, paper money notes), a loan of credit from the bank, or checks or  
10 other paper money as such, are liens, received from other sources. Therefore the  
11 "property" declared/pledged or claimed to secure the obligation, and damages, is the  
12 collateral by and through the Commercial Lien process, which establishes (creates) the  
13 credit called commercial credit money; and
- 14 5. THAT, valid "credit" currency (commercial lien) can be established by making a valid  
15 claim of debt (based on a damage or injury) via a Tort Claim with supporting affidavit  
16 in the form of a 'private security agreement' (and other related documents) and by  
17 allowing the lien to mature in three (3) months (90 days) into accounts receivable  
18 (under commercial law) by the failure of the lien debtor to contest the 'agreement/lien'  
by answering or rebutting, by his affidavit, on a point for point basis; and
- 19 6. THAT, a lien must contain 1) the names of the party/parties, claimants, and debtors, 2)  
20 an affidavit stating the events which created the obligation, 3) a ledger giving one-to-  
21 one correspondence between events and their values, 4) a list of property pledged or  
22 claimed to secure the payment (discharge) of the obligation, and 5) any evidence or  
23 exhibit in support of the claims made against the debtor; and
- 24 7. THAT, the primary method of establishing a COMMERCIAL LIEN  
25 currency/paper/negotiable instrument is to combine, 1) a promise to perform, 2) a claim  
26 of breach/damage/injury/fraud, etc., and 3) a three month (90 day) default to challenge  
27 or rebut the claim/lien on said point for point basis; and  
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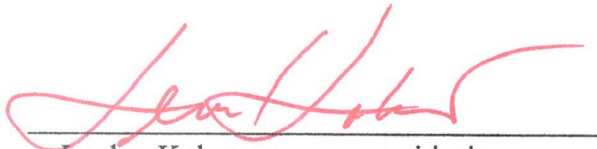


1 8. THAT, Commercial Lien/value/currency can be in the form a bank check (cheque), a  
2 draft, a UCC-1 Security, and its partial assignments ... that pass, and are accepted, or  
3 circulate 'as' credit money; and

4 This UCC-3 Partial Assignment being tendered meets very definition of  
5 PAYMENT/DISCHARGE/SET OFF. If you fail/refuse to list the specie you demand payment  
6 in, then this tendered offer shall be deemed adequate and the debt TERMINATED.

7 If there is a default and a dishonor of this timely **VERIFIED GOOD FAITH OFFER**  
8 **TO PAY**, it will be noted, and the alleged Amount Due, will be deemed to be fully  
9 "DISCHARGED" as a function of law as clearly provided in both today's Stare Decisis, and  
10 today's Uniform Commercial Code.

11 Signed by the voluntary act of our own hand on this 5<sup>th</sup> day of May, in the year two  
12 thousand and twenty-three, Anno Domini, in the Two-Hundred and forty-sixth year of the  
13 Independence of America.

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## MATERIAL STATEMENT OF FACT

There is some valid confusion about what the NewRez LLC may lawfully “determine” regarding the subject issue, since the year 1968. (See discussion below).

It appears that in 1968, the United States [government,] completely removed and eliminated the specific “Medium of Exchange” that the State of California then, AT THAT TIME, clearly specified, and does currently, as of the date of this document, clearly specify, as its “MONEY OF ACCOUNT” for itself and all of its Political Sub-divisions, Offices, Agencies, Boards, Branches, Bureaus, Departments, Divisions, Administrative Law Tribunals, and its Constitution for the State of California, Article VI, – JUDICIAL DEPARTMENT – Courts of Law’s, as clearly specified in California Government Code, Section 6850, to wit:

**“The MONEY OF ACCOUNT of the State of California and all Court proceedings, shall be had and held in the [precise] form of the [silver] Dollar, [copper] Cent and [copper] Mill”. [the old historic Mill being 1/10<sup>th</sup> of a Cent]**  
(Emphasis added)

It also appears that this specifically identified California “MONEY OF ACCOUNT” is the only “thing” this NewRez LLC may lawfully “require” regarding a lawful “Payment” of ANY debt to be paid by the undersigned. If the receiver of this timely and lawful “Offer to Pay in the nature of a U.C.C. Presentment” can find and cite any California Constitutionally valid authority that clearly specifies some OTHER “Medium of Exchange” that would constitutionally qualify as the above cited California “MONEY OF ACCOUNT”, he or she will be the first corporate official to do so. As of the date of this document, there have been many California Political Sub-divisions, Offices, Agencies, Boards, Branches, Bureaus, Departments, Divisions, Administrative Law Tribunals, and California Constitutional – Judicial Department – Courts of Law, that have NOT been able to find any such California Constitutionally valid authority ANYWHERE.

This specific California “MONEY OF ACCOUNT” designation appears not only in today’s California Government Code, Section 6850 (supra), but it is also cross-referenced in that sections “Historic note” as also being located in the historic 1872 California Political Code, at Chapter XII, Section 3272. More research has also found the same mandated MONEY OF ACCOUNT, located in the even more ancient and historic 1850 California Statute, No. 41.



1 AT THE TIME of the creation of the above-cited earlier citations there were NO  
2 Federal Reserve Notes, Check Book Money, or Credit Card Money. Since the precise wording  
3 of these three different California Authorities IS THE SAME, it appears that such California  
4 "MONEY OF ACCOUNT" has never been changed from its inception as cited in the original  
5 1850 California Statute No. 41, all the way through today's newest California Government  
6 Code, Section 6850.

7 Because of its historic past, and the precise legal definitions OF THE DAY, it appears  
8 that the "intent of the original law maker" was that the subject "MONEY OF ACCOUNT" -  
9 "Dollar", "Cent" and "Mill", is specifically identified to be the old, original, historic, [solid  
10 silver] "Dollar", a coin of 371.25 [4/16] grains of .999 fine silver, the old [solid copper] "Cent"  
11 and the very old [solid copper] "Mill".

12 This historic "fact of law" presents a real problem to today's corporations as such  
13 specifically defined California "MONEY OF ACCOUNT" is NOT NOW "current" as a  
14 specific "currency" or "legal tender" of today, nor is it even currently available in today's  
15 banks to the general public at large.

#### 16 MONEY OF ACCOUNT vs. MEDIUM OF EXCHANGE

17 There appears to be only two basic legal phrases that relate to the topic of "money" or  
18 "units" available and daily used "as money" in United States of America Law. They are the  
19 specific United States [government] MONEY OF ACCOUNT", as clearly specified in the  
20 Coinage Act of April 2, 1792, at Section 20, to wit:

21 ***"And be it further enacted, That the money of account of the United States***  
22 ***shall be expressed in dollars or units, dismes or tenths, cents or hundreds, and***  
23 ***milles or thousands, a disme being a tenth part of a dollar, a cent the hundredth***  
24 ***part of a dollar, a mille the thousands part of a dollar, and that all accounts in the***  
25 ***public offices and all proceedings in the courts of the United States shall be kept***  
26 ***and had in conformity to this regulation". (Emphasis added)***

27 vs. the much larger and older subject identified universally as a "MEDIUM OF  
28 EXCHANGE".

## HISTORIC PERSPECTIVE

Over the past many years, since America's beginning, it is clear that the American People, in general, have used many "Mediums of Exchange" to conduct their own personal and private trade, exchange, barter, and business. They have used such "things" as eggs, chickens, ducks, lumber, Green Back Dollars, Silver Certificates, US Treasury Notes, United States Notes, Demand Notes, Legal Tender Notes, Interest Bearing Notes, Federal Reserve Notes, Credit Card money, Check Book money, Sea Shells, Beads, Tobacco, Gun Powder, trinkets, and Wampum. Today, an exchange of a Roto-tiller for a Lawnmower makes the Roto-tiller a "Medium of Exchange", but such "thing" and none of the above mentioned MEDIUM'S OF EXCHANGE, have ever been lawfully, or constitutionally considered as the MONEY OF ACCOUNT of the United States [government] or the State of California. Also, none of the above "MEDIUMS OF EXCHANGE" are today, considered a value "at par" with such specifically defined United States [government] or State of California "MONEY OF ACCOUNT".

### THE TRUE AND LAWFUL UNITED STATES DOLLAR

It therefore appears that today's current United States [government] and State of California MONEY OF ACCOUNT still specifically identifies the United States [solid silver] Dollar. It also appears that the United States Dollar is only defined and clearly specified in the Coinage Act of April 2, 1792 (supra) and NOWHERE ELSE. Therein the United States Dollar was and still is clearly specified as an extremely precise weight or measurement of a metallic substance in the particular form and weight of a "coin". It is the "Dollar" specified in the Coinage Act of April 2, 1792, cited above that clearly mandates that it is the only "thing" that can be required in ALL United States District Court and State of California proceedings and actions as mentioned above.

The historic phrase "Sound as a Dollar" comes to mind as a comparison to today's many different Mediums of Exchange, and their daily fluctuation with the commercial world markets. Some people even buy and sell today's private Federal Reserve Notes – erroneously called "Dollars", for a "profit or loss" through a procedure known as Arbitrage. Arbitrage did not exist when the truly defined "United States Dollar" was based on the .999 fine SILVER STANDARD and when the phrase "Sound as a Dollar" had true meaning. Today, it takes approximately thirty (30) Federal Reserve Notes to purchase a non-collectable, standard United



1 States Silver Dollar in a coin shop. In other words, it is a fact that there has been a 3,000%  
2 devaluation of what the American people use "as money" and erroneously call a "dollar", just  
3 since 1968 when the United States Government, itself only, went off what was known as "the  
4 silver STANDARD".

5 The "silver STANDARD" has always existed and still exists, and is still a valid  
6 measurement of the value of silver and silver based coins, but it no longer effects the value of  
7 any United States "legal tender" paper, fiat money. This is the simple reason that today's  
8 People, including those reading this document, earn more money in the form of numbers, but  
9 that the so-called "money" doesn't go as far as it did in 1968.

10 The undersigned is therefore genuinely confused as to what the NewRez LLC can  
11 lawfully "determine" regarding its requested "Payment" of the subject alleged amount due, as  
12 none of the above "Mediums of Exchange" are even remotely considered "at par" today with  
13 the historic and specific United States "Dollar," "Cent", and "Mill" as clearly specified in the  
14 Coinage Act of April 2, 1792.

15 The undersigned has learned that "cash" in the form of today's private Federal Reserve  
16 Notes are NOT NOW, nor have they EVER been considered as the "MONEY OF ACCOUNT"  
17 of the State of California and its Political Sub-divisions, Offices, Agencies, Boards, Branches,  
18 Bureaus, Departments, Divisions, Administrative Law Tribunals, and Constitutional, Article  
19 VI, Judicial Department – Courts of Law, are "required" to "receive" them if "tendered".  
20 Private Federal Reserve Notes have NEVER been considered as "Lawful Money of the United  
21 States", pursuant to the Coinage Act of April 2, 1792, the Coinage Act of 1985 or 12 USC,  
22 Section 152.

23 It is hereby stipulated that private Federal Reserve Notes have been designated as "legal  
24 tender" for all debts public and private, but that designation only places a burden on the  
25 receiver "to receive" them, and places absolutely no burden on the one who may "tenders" such  
26 as a "Payment". It is therefore understood by the undersigned that "cash" in the form of  
27 today's private Federal Reserve Notes, cannot, and does not lawfully qualify as, or is at par  
28 with, the specifically designated "MONEY OF ACCOUNT" of the State of California clearly  
designated as – the "Dollar," "Cent," and "Mill".

It should be noted that historically, even the old "Silver Certificate" which was  
invalidated in 1968, was NEVER lawfully considered as a United States "Dollar". It clearly

1 was merely a "certificate" that only "certified", as thereon stated, that there was a United States  
2 [solid silver] "Dollar" in the Treasury of the United States of America - Payable to the Bearer  
3 on Demand". In other words, it merely "certified" that there was a real United States [solid  
4 silver] "Dollar", way over there, at the Treasury of the United States. It, therefore, was NOT a  
5 United States "Dollar" itself. It was merely a "Dollar Bill" that was to be presented, as a "bill,"  
6 for "Payment" of a real United States [solid Silver] "Dollar", and that presentment action was  
7 to be done at the Treasury of the United States of America. Of course that is not possible  
8 today, nor since 1968.

9 Also, in addition, in House Joint Resolution No. 192, of the 73rd Congress, 1st Session,  
10 Approved June 5, 1933, @ 4:30 p.m (See MEMORANDUM OF LAW BELOW) the Congress  
11 of the United States [government] made it impossible for We the People to "Pay" for any  
12 obligations or "debts" leaving only the remedy to merely "DISCHARGE" such obligations and  
13 "debts".

14 American Jurisprudence also clearly states that only Silver and Gold Coin may be used  
15 as a "Payment" of a "debt", and that all other forms of "legal tender" may only be used to  
16 "discharge" [not pay] a "debt". When one thinks he or she has "Paid" off their house mortgage,  
17 the document issued is clearly identified as a MORTGAGE DISCHARGE. Check it out with an  
18 American Title Company. They know the difference between a "Payment" of a mortgage, and a  
19 "DISCHARGE" of a mortgage.  
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1 4. Affiant discovered that property tax is based on the value of a property computed in the  
2 obligations of the United States (Federal Reserve Notes); and that no State or its subdivision  
3 shall tax the obligations of the United States pursuant to federal law; and  
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5 5. Affiant has perfected Land Patent No. 501 and the specific portion that pertains to Affiant's  
6 private property by bringing it forward in Affiant's name which is a matter of public record  
7 through Affidavit of Publication issued on February 11, 2022 by The Mission Viejo News, a  
8 newspaper adjudicated by the Superior Court of the County of Orange, State of California; and  
9 which is now a matter of public record; and  
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11 6. Affiant informed County of Orange, d/b/a D-U-N-S#009657602, EIN#95-6000928 Tax  
12 Collector that Affiant's property is not subject to property taxation via form of Affidavit which  
13 County of Orange defaulted on by which they agreed and admitted without an objection that  
14 Affiant's property is 'private' and does not fall under corporate County of Orange, agent of  
15 corporate State of California, jurisdiction and is not to be misclassified as 'commercial'; and  
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17 7. County of Orange Tax Assessor by their default agreed and admitted without an objection  
18 Affiant's property is indeed private dwelling/land secured under Land Patent which is supreme  
19 Title and Allodium unlike the fraudulently issued Trust Deed, which is inferior and only 'color  
20 of title' to trick and deceit the People; and  
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22 8. County of Orange Tax Assessor and Treasurer-Tax Collector failed/refused to rebut  
23 Affiant's Affidavit and claim that Affiant's private dwelling/property is not private  
24 property/land and is subjected to property taxation under repealed 1879 California Constitution;  
25 and  
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1 9. Furthermore, Affiant found out that there is no money of exchange to pay for anything, and  
2 Affiant sent County of Orange Tax Assessor and Treasurer-Tax Collector 'Verified Good Faith  
3 Offer to Pay' dated May 25, 2022 via Certified Mail Number 70222450000032193952 which  
4 was received and accepted on June 3, 2022; and  
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6 10. Affiant requested County of Orange to specify the specie in which to pay or how shall the  
7 alleged property tax debt be discharged; and County of Orange Tax Assessor and Treasurer-  
8 Tax Collector refused/failed the 'Verified Good Faith Offer To Pay' which pursuant to Tender  
9 of Payment Law UCC 3-603 rendered any such alleged property tax debt discharged; and  
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11 11. Affiant sent County of Orange Tax Assessor and Treasurer-Tax Collector 'Lawful Notice  
12 of Discharge' on June 28, 2022; and  
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14 12. Affiant started to receive harassing letters around late summer 2022 from Ralph Carrigan  
15 and his LoanCare LLC agents/employees/assigns who were hired by Bruce J. Williams and his  
16 NewRez LLC institution to service the alleged loan; threatening that if Affiant does not pay  
17 property taxes that Affiant does not owe Ralph Carrigan's LoanCare LLC  
18 agents/employees/assigns will open an escrow account to pay for the alleged property taxes that  
19 Affiant does not owe; and  
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21 13. Affiant contacted Ralph Carrigan's LoanCare LLC agents/employees/assigns clearly stating  
22 that Claimant does not consent to opening of an escrow account for the above stated reasons as  
23 Affiant does not owe property taxes on her private property/land; and  
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25 14. Affiant hired Assistance of Counsel/Next Friend and expert in and at law, Douglas W.  
26 Hysell, and together they called Ralph Carrigan's LoanCare LLC institution on a recorded line  
27 on July 6, 2022 at 9am and spoke with agent named 'Kristy' to explain in a great detail the  
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1 situation; and that County of Orange corporation and their agents are in litigation with Affiant  
2 and trying to use Ralph Carrigan's LoanCare agents/employees/assigns as unauthorized  
3 government agent to extort the Affiant for funds she does not owe; and  
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5 15. On August 9, 2022 at 1:07pm Affiant and her Assistance of Counsel , Douglas W. Hysell  
6 called Ralph Carrigan's LoanCare LLC institution again and spoke with agent named  
7 'Shannon' ID#9262; and 'Shannon' seemed to understand for which she escalated the issue to  
8 agent named 'Christopher' ID#27660; and  
9

10 16. Then on October 31, 2022 Affiant and her Assistance of Counsel, Douglas W. Hysell,  
11 called again Ralph Carrigan's LoanCare LLC institution to explain the situation yet to another  
12 agent on a recorded line; and all these calls are recorded and made part of a record; and  
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14 17. Despite the above mentioned recorded communication and disclosure Ralph Carrigan and  
15 his LoanCare LLC agents/employees/assigns unlawfully opened an escrow account without  
16 Affiant's consent on September 7, 2022; and started to apply Affiant's mortgage payments  
17 towards this unlawful escrow account to pay County of Orange corporation alleged property  
18 taxes that Affiant does not owe; and by doing so Ralph Carrigan's LoanCare LLC  
19 agents/employees/assigns breached the contract between the Affiant and Ralph Carrigan's  
20 LoanCare LLC causing injury; and  
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22 18. Affiant served Ralph Carrigan 'Lawful Notification' via United States Post Office with  
23 Proof of Service dated September 19, 2022 demanding deposition and forensic audit of  
24 Affiant's account; and Ralph Carrigan failed/refused to afford Affiant forensic audit as required  
25 by law; and  
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1 19. Ralph Carrigan was served 'WRIT OF NATURE OF DISCOVERT AND DISCLOSURE'  
2 and 'MEMORANDUM OF LAW' dated October 28, 2022 by Affiant through Certified Mail  
3 Number 7022 0410 0000 6418 6348 that was received on November 7, 2022 at 12pm; and  
4

5 20. Affiant served Ralph Carrigan with 'NOTICE OF LIABILITY / OPPORTUNITY TO  
6 CORRECT AND CONTEST ACCEPTANCE' dated November 16, 2022 served via United  
7 States Post Office with Certificate of Mailing/Proof of Service; and  
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9 21. Affiant served 'NOTICE OF LIABILITY / OPPORTUNITY TO CORRECT AND  
10 CONTEST ACCEPTANCE' dated November 16, 2022 on Bruce J. Williams; and Affiant  
11 served 'WRIT OF NATURE OF DISCOVERT AND DISCLOSURE' and 'MEMORANDUM  
12 OF LAW' dated November 16, 2022 on Bruce J. Williams via Certified Mail No. 7022 0410  
13 0000 6419 5104 which was received on November 23, 2022; and  
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15 22. Douglass W. Hysell, Affiant's Assistance of Counsel, returned Assessor's Parcel Number  
16 (APN) #931-764-73 back to County of Orange Tax Assessor on December 2, 2022 through  
17 Certified Mail Number 7022 0410 0000 6419 5579 that County of Orange Tax Assessor  
18 received on December 5, 2022 at 12:30pm; and  
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20 23. Affiant served Ralph Carrigan 'NOTICE OF LIABILITY / OPPORTUNITY TO  
21 CORRECT AND CONTEST ACCEPTANCE' dated December 8, 2022 through Certified Mail  
22 Number 7022 0410 0000 6419 5227 including Affiant's Fee Schedule which was received on  
23 December 14, 2022 at 8:35am and which serves as self-executing contract; and  
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25 24. Affiant served Bruce J. Williams 'NOTICE OF ADEQUATE ASSURANCE OF DUE  
26 PERFORMANCE' and 'NOTICE OF LIABILITY / OPPORTUNITY TO CORRECT AND  
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1 CONTEST ACCEPTANCE' dated December 16, 2022 via Certified Mail No. 7022 0410 0000  
2 6419 5265 and received on December 20, 2022; and  
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4 25. Affiant served Ralph Carrigan 'NOTICE OF ADEQUATE ASSURANCE OF DUE  
5 PERFORMANCE' and 'AFFIDAVIT OF DEFAULT AND FINAL JUDGMENT/RES  
6 JUDICATA' dated December 16, 2022 via Certified Mail Number 7022 0410 0000 6419 5517  
7 which was received on December 20, 2022 at 9:12am; and  
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9 26. Affiant served Bruce J. Williams 'AFFIDAVIT OF DEFAULT AND FINAL  
10 JUDGMENT/RES JUDICATA' dated January 1, 2023 via Certified Mail Number 7022 0410  
11 0000 6418 8120 which was received on January 6, 2023; and  
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13 27. Affiant's Assistance of Counsel, Douglas W. Hysell, served Bruce J. Williams and Ralph  
14 Carrigan 'SUBPOENA DUCES TECUM' via Notary Presentment USPS Registered Mail  
15 Number RB306890904US dated January 22, 2023 and received on January 31, 2023; and  
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17 28. Ralph Carrigan was served 'NOTICE OF TORT CLAIM' including 'True Bill In  
18 Commerce' dated February 22, 2023 in the agreed amount of \$6,640,500.00 (Six Million Six  
19 Hundred Forty Thousand and Five Hundred Dollars) of lawful money served via Certified Mail  
20 No. 70222410000027239818 received on February 28, 2023; and  
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22 29. Bruce J. Williams was served 'NOTICE OF TORT CLAIM' including "True Bill In  
23 Commerce" dated February 22, 2023 in the agreed amount of \$7,682,500.00 (Seven Million  
24 Six Hundred Eighty Two Thousand and Five Hundred Dollars) of lawful money served via  
25 Certified Mail No. 7022 2410 0000 2723 9849 received on February 24, 2023; and  
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1 30. 'AFFIDAVIT OF DEFAULT AND FINAL JUDGEMENT/RES JUDICATA' dated March  
2 17, 2023 was served on Bruce J. Williams and Ralph Carrigan by Susanna van Greunen,  
3 Notary Public and Notary Republic via Certified Mail number 7021 1970 0000 2933 8268  
4 received on March 24, 2023; and Certified Mail No. 7021 1970 0000 2933 8282 and received  
5 on March 21, 2023; and  
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7 31. 'PAST DUE SECOND NOTICE' of the True Bill dated March 3, 2023 was served on  
8 Bruce J. Williams via Certified Mail No. 7022 0410 0000 2723 6473 and received on March  
9 31, 2023; and 'PAST DUE SECOND NOTICE' of the True Bill dated March 3, 2023 was  
10 served on Ralph Carrigan via Certified Mail No. 7022 0410 0000 6419 4275 and received on  
11 April 5, 2023  
12

13 32. 'FINAL THIRD NOTICE' of True Bill dated April 23, 2023 was served on Bruce J.  
14 Williams via Certified Mail No. 7022 3330 0001 7589 8372 and received on May 2, 2023; and  
15 'FINAL THIRD NOTICE' of True Bill dated April 24, 2023 was served on Ralph Carrigan via  
16 Certified Mail No. 7022 3330 0001 7589 8365 and received on April 29, 2023  
17

18 33. Since Bruce J. Williams failed/refused to pay his debt Affiant was forced to secure  
19 \$7,682,500.00 (Seven Million Six Hundred Eighty Two Thousand and Five Hundred Dollars)  
20 owed to her via collateral through UCC-1 Financing Statement Lien recorded on California  
21 republic on April 10, 2023 with Recording No. e3fb45e1; and  
22

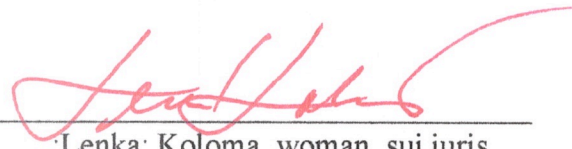
23 35. Since Ralph Carrigan failed/refused to pay his debt Affiant was forced to secure  
24 \$6,640,500.00 (Six Million Six Hundred Forty Thousand and Five Hundred Dollars) owed to  
25 her via collateral through UCC-1 Financing Statement Lien recorded on California republic on  
26 April 10, 2023 with Recording No. 7d9fd042; and  
27  
28

1 25. Affiant now serves UCC-3 Partial Assignment to Bruce J. Williams / NewRez LLC to pay  
2 for the alleged mortgage in the amount of \$122,161.79 (One Hundred Twenty Two Thousand  
3 and One Hundred Sixty One Dollars and Seventy Nine Cents) via Registered Mail No. RE 393  
4 369 584 US; and

5  
6 Based upon the above stated CLAIM and ACCOUNTS RECEIVABLE also known as  
7 COLLATERIZED DEBT OBLIGATION due and owing to the undersigned backed by  
8 collateral assets the undersigned is tendering this UCC-3 Partial Assignment of the collateral in  
9 the amount of \$122,161.79 (One Hundred Twenty Two Thousand and One Hundred Sixty One  
10 Dollars and Seventy Nine Cents) to PAY/DISCHARGE/SET OFF the alleged mortgage of the  
undersigned.

11  
12 Being that collateral equals substance this Assignment of substance or exchange does  
13 actually PAY the debt.

14  
15 /a/



16 :Lenka: Koloma, woman, sui juris

17  
18 SEE  
19 ATTACHED  
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28



MEMORANDUM OF LAW

JUSTIFIABLY RELIED UPON

Notice the specific words "Payment", "discharge", "dollar", "money", "legal tender", and "debt".

JOINT RESOLUTION TO SUSPEND THE GOLD

STANDARD AND ABROGATE THE GOLD

CLAUSE, JUNE 5, 1933

H.J. Res. 192, 73rd Cong., 1st Session

Whereas the holding of or dealing in gold affect the public [government] interest, and therefore subject to proper regulation and restriction; and Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount of money of the United States measured thereby, obstruct the power of the Congress to regulate the value of money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts. Now, therefore, be it Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That (a) every provision contained in or made with respect to any [contractual] obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against Public [government] Policy; and no such provision shall be contained in or made with respect to any [contractual] obligation hereafter incurred. Every [contractual] obligation, heretofore or hereafter incurred, whether or not any such provisions is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency which at the time of payment is legal tender for public [governmental] and private debts. Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law. (b) As used in this resolution, the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term "coin or currency" means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

1 SEC. 2. The last sentence of paragraph (1) of subsection (b) of section 43 of  
2 the Act entitled " An Act to relieve the existing national economic  
3 emergency by increasing agricultural purchasing power, to raise revenue  
4 for extraordinary expenses incurred by reason of such emergency, to  
5 provide emergency relief with respect to agricultural indebtedness, to  
6 provide for the orderly liquidation of joint-stock land banks, and for other  
7 purposes", approved May 12, 1933, is amended to read as follows:

8 "All coins and currencies of the United States (including Federal Reserve  
9 notes and circulating notes of Federal Reserve banks and national banking  
10 associations) heretofore or hereafter coined or issued, shall be legal tender  
11 for all debts, for public [governmental] and private, public charges, taxes,  
12 duties, and dues, except that gold coins, when below the standard weight  
13 and limit of tolerance provided by law for the single piece, shall be legal  
14 tender only at valuation in proportion to their actual weight."

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Approved June 5, 1933, 4:30 p.m.



# OFFER TO PAY

## Memorandum of California Law

California Civil Code, Section 1485.  
Extinction of Obligation.

**OBLIGATION EXTINGUISHED BY OFFER OF PERFORMANCE.** An obligation is extinguished by an offer of performance, made in conformity to the rules herein prescribed, and with intent to extinguish the obligation. (Enacted 1872)

**“Tender is offer of performance made with intent to extinguish obligation and when properly made his effect of putting other party in default if it refuses to accept it.**

**Still v. Plaza Marina Commercial Corp. (1971) 98 Cal.Rptr. 414, 21 C.A.3d 378.**

California Civil Code, Section 1487.  
Person required to make offer.

California Civil Code, Section 1488.  
Procedure in making offer.

**An offer of performance must be made to the creditor, or to any one of two or more joint creditors, or to a person authorized by one or more of them to receive or collect what is due under the obligation, if such creditor or authorized person is present at the place where the offer may be made; and if not, wherever the creditor may be found. (Enacted 1872. Amended by Code Am.1873-74, c. 612, p. 240, Section 183.)**

California Civil Code, Section 1489.

### **Place of offer.**

**WHERE OFFER MAY BE MADE.** In the absence of an express provision to the contrary, an offer of performance may be made, at the option of the debtor:

1. At any place appointed by the creditor; or,
2. Wherever the person to whom the offer ought to be made can be found; or,
3. If such person cannot, with reasonable diligence, be found within this State, and within a reasonable distance from his residence or place of business, or if he evades the debtor, then at his residence or place of business, if the same can, with reasonable diligence, be found within the State; or,
4. If this cannot be done, then at any place within this State (Enacted 1872)

1       **“Where mortgagee is absent from the state during the period of redemption, the**  
2       **tender to redeem must be made as required by the provision of this section that**  
3       **the tender may be made at his residence or place of business, if the same can be**  
4       **found, and, if not, at any place within the state”.** (Emphasis added) Swain v.  
5       Jacks (1889) 57 P. 989, 125 C. 215.

6       California Civil Code, Section 1490.

7       Time of offer.

8       **WHEN OFFER MUST BE MADE.** Where an obligation fixes a time for its performance, and  
9       offer of performance must be made at that time, within reasonable hours, and not before nor  
10       afterwards. (Enacted 1872)

11       **“Where considering the whole transaction, a mortgage is evidently intended, a**  
12       **tender upon the exact day is not strictly necessary to preserve the rights of the**  
13       **parties as to redemption”.**

14       Pioneer Gold Min. Co. v. Baker (C.C.1885) 23 F. 258,

15       California Civil Code, Section 1496.

16       Production of thing to be delivered.

17       **PRODUCTION OF THING TO BE DELIVERED NOT NECESSARY.** The  
18       **thing to be delivered, if any, need not in any case be actually produced, upon an**  
19       **offer of performance, unless the offer is accepted”.** (Enacted 1872)

20       **“Where there is no objection by payee to form of offer, and writing itself**  
21       **prescribes no particular form, physical tender of money itself is unnecessary”.**  
22       Moriarty v. Carlson (1960) 7 Cal.Rptr. 282, 184 C.A.2d 51.

23       **“In view of this section and Section 1501 declaring that all objections to the mode**  
24       **of an offer which could be stated at the time to the person making the offer, and**  
25       **could be then obviated by him, are waived unless then stated, in case of an offer**  
26       **to pay money, actual production of it is waived unless demanded at the time”.**  
27       Green v. Barney (1894) 36 p. 1026, 4 C.U. 665.

28       California Civil Code, Section 1498.

Offer dependent upon performance of conditions.

**PERFORMANCE OF CONDITION PRECEDENT.** When a debtor is entitled to  
the performance of a condition precedent to, or concurrent with, performance on  
his part, he may make his offer to depend upon the due performance of such  
condition. (Enacted 1872)



1       “Validity of tender was not impaired by coupling with it demand for return of  
2       property pledged as security, in view of Sections 1498 and 1504”.  
3       Perry v. Bank of Bakersfield (1918) 170 P. 415, 177 C. 206.

4       California Civil Code, Section 1501.

5       Time for objection to mode of offer.

6       **OBJECTIONS TO MODE OF OFFER.** All objections to the mode of an offer of  
7       performance, which the creditor has an opportunity to state at the time to the  
8       person making the offer, and which could be then obviated by him, are waived by  
9       the creditor, if not then stated. (Enacted 1872)

10       “Purpose of this section requiring that person to whom tender is made must  
11       specify any objection he has to tender is to allow debtor who is willing and able to  
12       pay his debt to know what his creditor demands so that debtor may, if he wishes,  
13       make conforming tender”.

14       Noyes v. Habitation Resources, Inc. (App. 2 Dist. 1975) 123 Cal.Rptr. 261, 49  
15       Cal.App.3d 910, 82 A.L.R.3d 1192

16       “This section and C.C.P. Section 2076, providing that objections to tender are  
17       waived if not specifically made, must be read as though parts of same statute”.

18       Hind v. Oriental Products Co. (1925) 235 P. 438, 195 C. 655.

19       “This section is not restricted to objections to the thing offered, and the time and  
20       mode of offering it, but applies also to objections to the conditions on which the  
21       tender is made”.

22       Kofoed v. Gordon (1898) 54 P. 1115, 122 C. 314.

23       “The basis of the rule that objections to a tender not raised are deemed waived is  
24       that ordinarily a party who makes an improper tender through no fault of his  
25       own should be given an opportunity to correct it”.

26       Weinberg v. Dayton Storage Co. (1942) 124 P.2d 155. 50 C.A.2d 750.

27       “If creditor objects to mode of tender, it must be on ground that there is no  
28       lawful offer of money.

29       Noyes v. Habitation Resources, Inc. (App. 2 Dist. 1975) 123 Cal.Rptr. 261, 49  
30       Cal.App.3d 910.

31       “Where there is no objection by payee to form of offer, and writing itself  
32       prescribes no particular form, physical tender of money itself is unnecessary”.

33       Moriarty v. Carlson (App. 2 Dist. 1948) 83 Cal.App.2d 745, 189 P.2d 51.

1 "A creditor who objects to mode of an offer of performance, which creditor has  
2 an opportunity to state, must so state it, if objection could have been obviated by  
the other party, otherwise it will be waived".

3 Hohener v. Gauss (App. 2 Dist. 1963) 34 Cal.Rptr. 656, 221 Cal.App.2d 797.

4 "In view of this section and Section 1496, which provides that, unless an offer of  
5 performance be accepted, the thing to be delivered need not be actually produced  
6 in case of an offer to pay money, actual production of it is waived unless  
demanded at the time".

7 Green v. Barney (1894) 36 P. 1026, 4 C.U. 665.

8 "Creditor may not remain silent regarding tender and later surprise debtor with  
hidden objections thereto".

9 Noyes v. Habitation Resources, Inc. (App. 2 Dist. 1975) 123 Cal.Rptr. 261, 49  
10 Cal.App.3d 910.

11 California Civil Code, Section 1504.

12 Effect of offer on interest and incidents of obligation.

13 **EFFECT OF OFFER ON ACCESSORIES OF OBLIGATION.** An offer of  
14 payment or other performance, duly made, though the title to the thing offered  
15 by not transferred to the creditor, stops the running of interest on the obligation,  
and has the same effect upon all its incidents as a performance thereof. (Enacted  
1872)

16 "Validity of tender was not impaired by coupling with it demand for return of  
17 property pledged as security, in view of Sections 1498 and this section".  
(Emphasis added.) Berry v. Bank of Bakersfield (1918) 170 P. 415, 177 C. 206.

18 "Where a tender is made of the full amount due before suit is brought, and the  
19 tender is kept good and brought into court, the judgement should be for plaintiff  
20 for the amount tendered and for defendant for his costs."  
Curiac vs. Abadie, (1864) 25 Cal 502.

21 "Tender of amount of obligation must be duly made and in good faith to  
22 discharge lien given as collateral security thereof." (Emphasis added.)  
23 Sondel v. Arnold (1934) 39 P.2d 793, 2 C.2d 87.

24 "Tender of mortgage debt with interest and title examination fee and  
25 mortgagee's refusal without objection discharged mortgage lien." (Emphasis  
26 added.) Wiemeyer v. Southern Trust & Commerce Bank (1930) 290 P. 70, 107  
C.A. 165.



1 California Civil Code, Section 1511.

2 Causes excusing performance.

3 **The want of performance of an obligation, or of an offer of performance, in**  
4 **whole or in part, or any delay therein, is excused by the following causes, to the**  
5 **extent to which they operate:**

6 **1. When such performance or offer is prevented or delayed by the act of the**  
7 **creditor, or by the operation of law, even though there may have been a**  
8 **stipulation that this shall not be an excuse; however, the parties may expressly**  
9 **require in a contract that the party relying on the provisions of this paragraph**  
10 **give written notice to the other party or parties, within a reasonable time after**  
11 **the occurrence of the event excusing performance, of an intention to claim an**  
12 **extension of time or of an intention to bring suit or of any other similar or related**  
13 **intent, provided the requirement of such notice is reasonable and just;**

14 **3. When the debtor is induced not to make it, by any act of the creditor**  
15 **intended or naturally tending to have that effect, done at or before the time at**  
16 **which such performance or offer may be made, and not rescinded before that**  
17 **time. (Enacted 1872. Amended by Stats. 1968, c. 1730, p. 3888, § 1.)**

18 California Civil Code, Section 1512.

19 Performance prevented by creditor.

20 **If the performance of an obligation be prevented by the creditor, the debtor is**  
21 **entitled to all the benefits which he would have obtained if it had been performed**  
22 **by both parties. (Enacted 1872. Amended by Code Am. 873-74, c. 612, p. 240, §**  
23 **184.)**

24 California Code of Civil Procedure, Section 2074.

25 Rejected offer as equivalent to production and tender of money, instrument, or property.

26 **An offer in writing to pay a particular sum of money, or to deliver a written**  
27 **instrument or specific personal property, is, if not accepted, equivalent to the**  
28 **actual production and tender of the money, instrument, or property. (Enacted**  
29 **1872)**

30 **Under this section, where circumstances authorized the use of mails, was effective**  
31 **when deposited in the mail and was equivalent to tender on the mailing date.**

32 **State v. Agostini (App. 1 Dist. 1956) 139 Cal.App.2d 909, 294 P.2d 769.**

33 California Code of Civil Procedure, Section 2075.

34 Right to receipt for payment or delivery.

Whoever pays money, or delivers an instrument or property, is entitled to a receipt therefore from the person to whom the payment or delivery was made, and may demand a proper signature to such receipt as a condition of the payment or delivery. (Enacted 1872)

California Code of Civil Procedure, Section 2076.  
Objections to tender; time; specification.

The person to whom a tender is made must, at the time, specify any objection he may have to the money, instrument, or property, or he must be deemed to have waived it; and if the objection be to the amount of money, the terms of the instrument, or the amount or kind of property, he must specify the amount, terms, or kind which he requires, or be precluded from objecting afterwards. (Enacted 1872)

"The rationale of the requirement of the specific objection is that the offeror should be permitted to remedy any defects in his tender; the offeree is therefore not allowed to remain silent at the time of the tender and later surprise the offeror with hidden objections."

Thomassen v. Carr, (1967) 250 C.A.2d 341; 58 Cal. Rptr. 297.

*"Provisions of this section concerning requirements for objections to tender applies when tender is made".*

Canal-Randolph Anaheim, Inc. v. Moore (App. 4 Dist. 1978) 144 Cal.Rptr. 474, 78 Cal.App.3d 477.

"This section is liberally construed".

Kofoed v. Gorden (1898) 122 Cal. 314, 54 P. 1115.

"West's Ann.Cal.C.C.P. Section 2076, requiring objections to tender to be specified and West's Ann.Cal.Civ.Code Section 1501, providing that all objections to mode of offer or performance are waived by creditor if not stated at time to person making offer, should be read together".

Sanguansak v. Myers (App. 1 Dist. 1986) 223 Cal.Rptr. 490, 178 Cal.App.3d 110.

"West's Ann.Cal.C.C.P. Section 2076, and West's Ann.Cal.Civ.Code Section 1501 are primarily intended to protect debtors/offerors who perform or tender performance in good faith from harm by creditors/offerees who refuse to accept or intentionally fail to demand proper tender".

Sanguansak v. Myers (App. 1 Dist 1986) 223 Cal.Rptr. 490, 178 Cal.App.3d 110.

"Purpose of statutes requiring that person to whom tender is made must specify any objection he has to tender is to allow debtor who is willing and able to pay his debt to know what his creditor demands so that debtor may, if he wishes, make conforming tender".



1 Noyes v. Habitation Resources, Inc. (App. 2 Dist. 1975) 123 Cal.Rptr. 261, 49  
2 Cal.App.3d 910.

3 “Provision of this section requiring person to whom tender is made to specify any  
4 objection he has to money or be deemed to have waived it are for purpose of  
5 informing debtor, who is willing and able to pay his debt, that he may if he  
6 chooses, make offer conform.

7 Still v. Plaza Marina Commercial Corp. (App. 5 Dist. 1971) 98 Cal.Rptr. 414, 21  
8 Cal.App.3d 378.

9 “If creditor objects to mode of tender, it must be on ground that there is no  
10 lawful offer of money.

11 Noyes v. Habitation Resources, Inc. (App. 2 Dist. 1975) 123 Cal.Rptr. 261, 49  
12 Cal.App.3d 910.

13 “Where there is no objection by payee to form of offer, and writing itself  
14 prescribes no particular form, physical tender of money itself is unnecessary”.  
15 Moriarty v. Carlson (App. 2 Dist. 1948) 83 Cal.App.2d 745, 189 P.2d 51.

16 “A tender need not be kept good when it appears that it will not be accepted”.  
17 Hossom v. City of Long Beach (App. 2 Dist. 1948) 83 Cal.App.2d 745, 189 P.2d  
18 787.

19 “Rational of requirement that offeree make specific objection to offeror’s tender  
20 or waive objection to conditions imposed by offeror is that offeror should be  
21 permitted to remedy any defects in his tender”.

22 Layton v. West (App. 1 Dist. 1969) 76 Cal.Rptr. 507, 271 Cal. App.2d 508.

23 “The basis of the rule that objections to a tender not raise are deemed waived is  
24 that ordinarily a party who makes an improper tender, through no fault of his  
25 own, should be given an opportunity to correct it”.

26 Weinberg v. Dayton Storage Co. (App. 1 Dist. 1942) 50 Cal.App.2d 750, 124 P.2d  
27 155.

28 “A creditor who objects to mode of an offer of performance, which creditor has  
an opportunity to state, must so state it, if objection could have been obviated by  
the other party, otherwise it will be waived”.

Hohener v. Gauss (App. 2 Dist. 1963) 34 Cal.Rptr. 656, 221 Cal.App.2d 797.

“Creditor may not remain silent regarding tender and later surprise debtor with  
hidden objections thereto”.

Noyes v. Habitation Resources, Inc. (App. 2 Dist. 1975) 123 Cal.Rptr. 261, 49  
Cal.App.3d 910.

“Defendant, not having objected to amount and terms of tender, cannot first urge  
on appeal that tender was subterfuge”.

1 Weyse v. Biedebach (App. 2 Dist. 1927) 86 Cal.App. 736, 261 P. 1092.

2 “Objections to time and mode of tender, not having been made at time nor till  
3 trial, are deemed waived”.

4 Smith v. Lobb (App. 1917) 33 Cal.App. 790, 166 P. 1026.

5 “All objections to a tender by personal check, cashier’s check or by money are  
6 waived by the creditor if not then stated”.

7 Rose v. Hecht (App. 2 Dist. 1949) 94 Cal.App.2d 662, 211 P.2d 347.

8 “By failure to object to a tender as to the mode of the offer, the party to whom  
9 the tender is made waives the grounds of the objections which he had an  
10 opportunity to state at the time and which could then have been obviated by the  
11 tenderer”.

12 Smith v. Central & Pacific Imp Corp. (App. 1 Dist. 1919) 45 Cal.App. 348, 187  
13 P. 456.

14 Uniform Commercial Code, Article 3 Section 603 (b).  
15 Tender of Payment.

16 “If tender of payment of an obligation to pay an instrument is made to a person  
17 entitled to enforce the instrument and the instrument is refused, there is  
18 discharge, to the extent of the amount of the tender of the obligation of an  
19 indorser or accommodation party having a right of recourse with respect to the  
20 obligation to which the tender relates”.

21 Uniform Commercial Code, Article 3 Section 604.  
22 Tender of Payment.

23 (1) Any party making full tender of payment to a holder when or after it is due is  
24 discharged to the extent of all subsequent liability for interest, costs, and  
25 attorney’s fees.

26 (2) The holder’s refusal of such tender wholly discharges any party who has a right of  
27 recourse against the party making tender.

28 (3) Where the maker or acceptor of an instrument payable otherwise than on  
demand is able and ready to pay at every place of payment specified in the  
instrument when it is due is equivalent to tender.

#### 24 Operation of Law.

25 “Operation of law means the practical effect of what the law is intended to be on  
26 the subject”.

27 American Bitumuls & Asphalt Co. v. U.S., Cust.Ct. 146 F.Supp. 703, 713, 714.

28 “In its usual signification, “operation of law” is generally applicable to matters  
involving title and refers to situations in which rights, and sometimes liabilities,



are created without actions by the parties; it is said also to mean the obligation of law; or its practical working and effect”.

American Bitumuls & Asphalt Co. v. U.S., Cust.Ct. 146 F.Supp. 703, 713, 714.

#### Default.

“Default. By its derivation, a failure. An omission of that which ought to be done. Town of Milton v. Bruso, 111, Vt. 82, 10 A.2d 203, 205. Specifically, the omission or failure to perform a legal or contractual duty, Easterwood v. Willingham, Tex.Civ.App., 47S.W2d. 393, 395; to observe a promise or discharge an obligation (e.g. to pay interest or principal on a debt when due), Bradbury v. Thomas, 135 Cal.App. 435, 27 P.2d 402; or to perform an agreement, Eastman v. Morgan, D.C.N.Y., 43 F.Supp. 637, 641. The term also embraces the idea of dishonest, and of wrongful act, Greco v. S.S. Kresge Co., 277 N.Y. 26, 12 N.E.2d 557, 52; or an act of omission discreditable to one’s profession, Hilkert v. Canning, 58 Ariz. 290, 119 P.2d 233, 236.”

Black’s Law Dictionary, Sixth Edition, page 417.

#### Discharge.

“As applied to demands, claims, rights of action, incumbrances, etc., to discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it...”  
Black’t Law Dictionary, Fourth Edition, page 549.

#### Tender.

Black's Law Dictionary, 4th Edition, page 1637, "TENDER":

"The offer of performance, not performance itself, and when unjustifiably refused, places other party in default and permits party making tender to exercise remedies for breach of contract". (Walker v. Houston, 215 Cal. 742, 12 P.2d 952, 953, 87 A.L.R. 937.) (Emphasis added)

## VERIFICATION

### MEMORANDUM OF LAW.

“Verification. Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition. Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party. Sheeley v. City of Santa Clara, 215 Cal.App.2d 83, 30 Cal. Rptr. 121, 123. Sworn or equivalent confirmation of truth. For example, a verified complaint typically has an attached affidavit of plaintiff to the effect that the complaint is true. In accounting, the process of substantiating entries in books of account.”

Black’s Law Dictionary, Sixth Edition, page 1561.

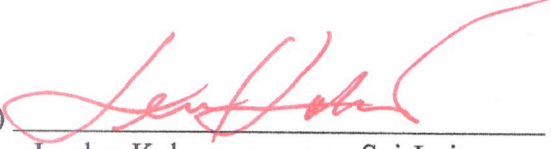
## VERIFICATION

I, the undersigned, declare that I have read the foregoing **VERIFIED GOOD FAITH OFFER TO PAY**, and know the contents thereof.

I am a party to the above entitled action or proceeding, and certify that the matters stated therein are facts of my own knowledge.

I declare under the penalty of perjury of the Laws of the California republic state and *these* United States of the America, that the foregoing is correct and complete to the best of my knowledge, information and belief, and that this verification is executed by the voluntary act of my own hand on California land, California state and is dated this 5<sup>th</sup> day of the May, in the year two thousand and twenty-three, Anno Domini, in the two-hundred and forty-seventh year of the Independence of the America.

(a)

  
:Lenka: Koloma, woman, Sui Juris



+ 0746818 000140083 04LCS1 0971051 095 P5


**RODNEY SCHAEFFER**  
**LENKA KOLOMA**  
**HC 69 BOX 3029**  
**SANTA MARGARITA CA 93453-3029**

**Statement Date:** 04/17/2023  
**Total Amount Due:** \$9,717.48  
**Payment Due Date\*:** 05/01/2023

\*A late fee of \$68.62 may be assessed if payment is received after normal business hours on 05/16/2023.

Save time and pay online at  
[www.newrez.myloancare.com](http://www.newrez.myloancare.com)
**Customer Service/Pay-by-Phone: 1.800.410.1091\***

\*Calls are randomly monitored and recorded to ensure quality service.

**Hours: Monday - Friday: 8 a.m. to 10 p.m. ET**
**Saturday: 8 a.m. to 3 p.m. ET**
**Account Information**
**Loan Number:** 0039805114  
**Property Address:**  
82 LAS FLORES  
ALISO VIEJO, CA 92656  
  
**Outstanding Principal Balance:** \$122,161.79  
**Interest Rate:** 5.875%  
**Escrow Balance:** \$(6,959.22)  
**Maturity Date:** 06/01/2033  
**Prepayment Penalty:** No

**Delinquency Notice**

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure, with the possibility of losing your home. As of April 17, you are 75 days delinquent on your mortgage loan.

**Recent Account History**

\*Payment due 11/22: Fully paid on 12/07/22  
\*Payment due 12/22: Fully paid on 02/06/23  
\*Payment due 01/23: Fully paid on 04/07/23  
\*Payment due 02/01/2023: Unpaid amount of \$2,535.66  
\*Payment due 03/01/2023: Unpaid amount of \$2,535.66  
\*Payment due 04/01/2023: Unpaid amount of \$2,535.66

**Total due \$9,717.48**

\*\* You must pay this amount to bring your loan current. If you are experiencing financial difficulty, please see Important Information for homeowner counseling notice.

**Explanation of Amount Due**

<b>Principal:</b>	\$785.71
<b>Interest:</b>	\$586.66
<b>Escrow: (Taxes and Insurance)</b>	\$1,163.29
<b>Regular Monthly Payment:</b>	<b>\$2,535.66</b>
<b>New Fees and Charges (since last statement)</b>	\$0.00
<b>Past Due Amount (including unpaid fees/charges)</b>	\$7,812.84
<b>Unapplied Balance†:</b>	\$(631.02)
<b>Total Amount Due**</b>	<b>\$9,717.48</b>

**Past Payment Breakdown**

	Paid Last Month	Paid Year-to-Date
<b>Principal:</b>	\$770.51	\$1,537.27
<b>Interest:</b>	\$601.86	\$1,207.47
<b>Escrow: (Taxes and Insurance)</b>	\$1,163.29	\$2,326.58
<b>Fees &amp; Charges:</b>	\$0.00	\$0.00
<b>Unapplied Amount:</b>	\$(1,162.66)	\$420.68
<b>Total of Payments</b>	<b>\$1,373.00</b>	<b>\$5,492.00</b>

**Important Messages**

Learn more about the Homeowner Assistance Fund (HAF), a federal program helping homeowners impacted by COVID-19. Find out more information about the availability of HAF by visiting the National Council of State Housing Agencies website at <https://www.ncsha.org/homeowner-assistance-fund/>.

\*\*This amount does not represent a full payoff or reinstatement figure. Please contact customer service for information on full reinstatement or to request a complete payoff.

†Partial Payment: If your loan has a past due balance, any partial payments that you make are not applied to your mortgage, but instead are held in a suspense account, and reflected in the Suspense/Other column of the Transaction Activity. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

**Sign up for eStatements!** It's fast, secure, and convenient. Just sign in to our website and visit the Document Center.

**Transaction Activity (03/17/2023 to 04/17/2023)**

Date	Description	Total	Principal	Interest	Escrow	Suspense/Other	Charges
03/22/2023	County Tax Disbursement	\$2,452.51					
04/06/2023	Payment Received - Thank You	\$1,373.00				\$1,373.00	
04/07/2023	01/2023 Payment - Thank You		\$770.51	\$601.86	\$1,163.29	\$(2,535.66)	



# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## A. NAME & PHONE OF CONTACT AT FILER [optional]

:Lenka; Koloma, (949) 290-4544

## B. SEND ACKNOWLEDGMENT TO: (Name and Address)

:Lenka; Koloma  
c/o HC 69 Box 3029  
Santa Margarita, California [near 93453]  
without U.S.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

e3fb45e1

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☒ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 8a or 8b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

## 6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

NewRez LLC

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
1100 Virginia Drive, Suite 125 Fort Washington PA 19034 USA

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION LLC 7f. JURISDICTION OF ORGANIZATION UNITED STATES 7g. ORGANIZATIONAL ID #, if any 000489798 ☐ NONE

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☒ assigned.

**ASSIGNMET OF CREDIT** - in consideration that the Creditor, Lenka Koloma, is estopped from paying debts at law due to lack of constitutional money of exchange in circulation, on behalf of surety, LENKA KOLOMA (Ens legis/corporate entity) and therein under necessity, Creditor, Lenka Koloma, herein tenders this Partial Assignment of collateral via her Accounts Receivable in the dollar amount \$122,161.79 (One Hundred Twenty Two Thousand One Hundred Sixty One Dollars and Seventy Nine Cents) USD/Money of Account/Credit backed and secured by collateral assets as presented and tendered to Bruce J. Williams/NewRez LLC, 1100 Virginia Drive, Suite 125, Fort Washington, Pennsylvania [19034] on mortgage account number 0039805114 by assignor Lenka Koloma to the assignee, Bruce J. Williams/NewRez LLC CEO, the assignor, under necessity assign, transfer and set over to the assignee the said credit as enumerated above as sent to the assignee via USPS Registered Mail No. RE 393 369 584 US, via PS Form 3811 (Green Card) by Third Party Douglas W. Hysell on behalf of Lenka Koloma and LENKA KOLOMA. [SEE ATTACHMENT A]

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
Koloma Lenka

## 10. OPTIONAL FILER REFERENCE DATA

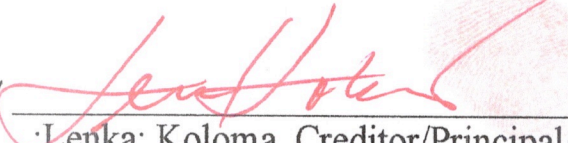
Loan Number 0039805114



## ATTACHMENT A

Said mortgage, loan number 003 980 5114, is herein accepted for value and the Assignment is tendered for payment via substance/assets in the amount \$122,161.79 (One Hundred Twenty Two Thousand One Hundred Sixty One Dollars and Seventy Nine Cents). This Assignment as filed with the Commercial Chamber as accepted and verified by the assigned Recording Number e3fb45rl by California republic and this filing is to be recognized by any other State via Article 4 Section 1 of the U.S. Constitution as it operates upon so-called Union of States. i, :Lenka: Koloma, as the Creditor/Principal-Assignor do hereby and herein declare, consent and partially assign the foregoing collateral/asset in the amount of \$122,161.79 (One Hundred Twenty Two Thousand One Hundred Sixty One Dollars and Seventy Nine Cents) to the Assignee under necessity.

/a/

  
:Lenka: Koloma, Creditor/Principal/  
Secured Party-Assignor

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

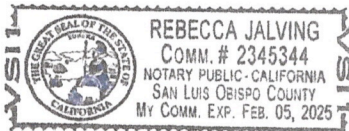
State of California

County of San Luis Obispo } SS.

Subscribed and sworn to (or affirmed) before me on this 5<sup>th</sup> day of May, 2023, by

Lenka Koloma, proved to me on the basis of satisfactory evidence

to be the person(s) who appeared before me.



[Signature]  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER \_\_\_\_\_  
☐ PARTNER(S) \_\_\_\_\_ TITLES(S)  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Verified Offer to Pay  
TITLE OR TYPE OF DOCUMENT

29 pages  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT


ABSENT SIGNER (PRINCIPAL) IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER





SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p style="font-family: cursive;">NewRez LLC ATTN: Bruce J. Williams 1100 VIRGINIA DRIVE Suite 125 FORT WASHINGTON, PA 19034</p> <div style="text-align: center;">             9590 9402 7964 2305 2250 47         </div> <p>2. Article Number (Transfer from service label)</p> <p style="font-family: cursive; font-size: 1.2em;">RE 393 369 584 US</p>	<p>A. Signature</p> <p>X <i>Michael Eubanks</i> <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p style="font-family: cursive;">Michael Eubanks <span style="float: right;">5/1/2</span></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <span style="float: right;"><input type="checkbox"/> Priority Mail Express®</span></p> <p> <input type="checkbox"/> Adult Signature <span style="float: right;"><input checked="" type="checkbox"/> Registered Mail™</span>  <input type="checkbox"/> Adult Signature Restricted Delivery <span style="float: right;"><input type="checkbox"/> Registered Mail Restricted Delivery</span>  <input type="checkbox"/> Certified Mail® <span style="float: right;"><input type="checkbox"/> Signature Confirmation™</span>  <input type="checkbox"/> Certified Mail Restricted Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery</span>  <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)         </p>
PS Form 3811, July 2020 PSN 7530-02-000-9053 <span style="float: right;">Domestic Return Receipt</span>	

Registered <sup>Mail</sup> **RE 393 369 584 US**

Date Stamp

To Be Completed By Post Office	Postage \$	Extra Services & Fees (continued)	
	Extra Services & Fees	<input type="checkbox"/> Signature Confirmation	
	<input type="checkbox"/> Registered Mail \$	\$	
	<input type="checkbox"/> Return Receipt (hardcopy) \$	\$	
	<input type="checkbox"/> Return Receipt (electronic) \$	<input type="checkbox"/> Signature Confirmation Restricted Delivery	
	<input type="checkbox"/> Restricted Delivery \$	<b>Total Postage &amp; Fees</b>	
	<b>Customer Must Declare Full Value</b>	<b>Received by</b>	
	\$	05/05/2023	Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).
<b>OFFICIAL USE</b>			
To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Douglas W. Hysell	
		40 Hill 69 Box 3029	
		Santa Margarita	
	TO	California 93453 Jus-A	
		NewRez LLC	
		ATTN: Bruce J. Williams	
	1100 Virginia Dr, Ste 125		
	Fort Washington, Pennsylvania 19034		

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](http://www.usps.com)