# NOTICE OF FAULT IN DISHONOR

**(Opportunity to Cure)**

Certified Mail #: **7020 1290 0000 3913 4883**

Notice date: **April 03, 2023**

Claimant(s): **Accused (spell out names in upper and lower case)**

*Service by and respond to:*

**c/o (name), Public Notary**

**Street Address**

**Anytown, Utah 84737**

Respondent(s): **CORPORATION, INC.**

**Attn: Person Addressing in Corp.**

**STREET ADDRESS**

**ANYTOWN, UT 84773**

Reference: **ACCUSED;** **Proper name of Notice you received, Dated February 23, 2023**

This is a **Notice of Fault in Dishonor** upon the instrument(s) presented by Claimant(s) on or about March 3, 2023, with U.S.P.S. Certified Mail Article No. 7020 1290 0000 3913 4524, Return Receipt and received by Respondent(s) on or about March 9, 2023 at the address referenced above.

**PRESENTMENT**: On **March 3, 2023**, (name), Public Notary, at the request of the Claimant(s), presented the following instrument(s), hereinafter “Presentment”, to the Respondent(s) for the Respondent(s) acceptance:

1. CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE issued by the Claimant(s) and dated March 3, 2023; and
2. COMMERICAL AFFIDAVIT issued by the Claimant(s) and dated March 3, 2023; and
3. Plain Statement of Facts issued by the Claimant(s) and dated March 3, 2023; and
4. Letter from RESPONDENTS (spell out names in uppercase) dated February 23, 2023; and
5. Reference copy of a NOTARY’S CERTIFICATE OF SERVICE dated June 3, 2009.

**DISHONOR**: By the terms and conditions of the agreement resulting by the offer and acceptance of the Presentment, the Respondent(s) are under the duty and obligation to timely and in good faith honor the offer by a presentment within thirty (30) days with a response on a point-by-point basis, via a sworn affidavit, under the Respondent(s) full commercial liability, signing under the penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. A dishonor of the offer discharges the alleged liability that the Respondent(s) have claimed.

Allowing thirty (30) days for the acceptance and time allowed having passed for acceptance, and the Notary showing no record of acceptance, Claimant(s) now deems the instrument(s) to have been dishonored on **April 3, 2023**, and therefore a confession of judgment on the merits is warranted.

**FAULT**: For the failure of the honoring of the offer is placing the Respondent(s) at **fault**. This presentment is the Claimant(s) good faith offer for an extension of the time to the Respondent(s) for making the required presentment by an additional ten (10) days. Respondent(s) have ten (10) days, for making presentment at the *Service by and respond to* address given above. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response, as a sufficient verified response is defined below, to this **Notice of Fault in Dishonor** is consenting with the Claimant(s) entry of a **Notice of Fault in Dishonor** upon the Respondent(s), and the issuance of a certificate verifying Respondent(s) non-performance, acceptance of liability, and Respondent(s) acquiescence and tacit agreement with all terms, conditions and stipulations herein by (Name), Public Notary.

**RESPONSE**: Only a response that meets the following criteria qualifies as a sufficient verified response:

1. Any response must be made via a sworn affidavit, verified and/or affirmed by a signature under the penalty of perjury, or by a signature under the full commercial liability, of the Accused(s) thereof; and
2. Any response must address all the points, on a point-by-point basis, made within the Testimony in the form of an Affidavit, issued by the Claimant(s) and presented on or about March 3, 2023; and
3. Any response must be made as a presentment to the Public Notary name(d) above, under the *Service by and respond to* address given above and received by said Public Notary no later than ten (10) days from the postmark of this presentment.

**DEFAULT**: Default is with the Respondent(s) confession of judgment to the following:

1. Claimant(s) submittal of the above-referenced CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE dated March 3, 2023, TESTIMONY IN THE FORM OF AN AFFIDAVIT, dated March 3, 2023, and Plain Statement of Facts, dated March 3, 2023, are sufficient for the discharge, settlement, and setoff of any and all alleged debts, obligations, duties and liabilities of or relating to the above-referenced alleged proper name of Notice received regarding ACCUSED (SPELL OUT NAMES IN ALL CAPS).
2. The balance due on the above-referenced alleged proper name of Notice received is Zero and 00/100 dollars ($0.00).
3. The Respondents irrevocable conveyance of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged proper name of Notice received to the Claimants.
4. The Respondents irrevocable conveyance of any fees and charges, rights, titles, and interests in and on any and all collateral in association with the security for the above-referenced Conditional Acceptance fees in the amount of Thirty-thousand and 00/100 Dollars (USD $30,000) will be paid before Claimants appears in any court hearings.
5. The Respondents irrevocable conveyance of the authority for the acquisition, procurement, and/or production of any and all records, documents, and/or communications necessary for the securing of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged proper name of Notice received to the Claimants.
6. The Respondents waiver of any and all claims, rights, immunities and defenses.

Respondent(s) confession of judgment is with these stipulations:

1. Respondent(s) are granting a specific power-of-attorney for the acquisition, procurement and/or production of any and all records, documents, and/or communications necessary for the securing of any and all rights, titles, and interests in or pertaining to any and all collateral in the association with or the security for the RESOLUTION DESIRED to the Claimant(s).
2. Respondent(s) are consenting to the filing of any encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the hindering, impeding, obstruction and/or delaying of the Claimant(s) rights, titles and interests in any and all collateral in the association with or the security for the RESOLUTION DESIRED.
3. Respondent(s) are consenting to the filing of any encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment, on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the semblance of harassment, coercion, defrauding, and/or defamation of the Claimant(s) and/or the Claimant(s) collateral.

Of this presentment take due **Notice** and heed and govern yourself accordingly.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 13th day of April 2023 and hereby certify all the statements made above are true, correct, and complete.

Claimant: (Seal)

Accused #1©

Claimant: (Seal)

Accused #2©

**JURAT**

**Utah**

**Sanpete County**

Subscribed and affirmed before me on this 13th day of April 2023, by Accused (spell out names upper and lower case) proved to me on the basis of satisfactory evidence to be the people who appeared before me.

(Seal)

Signature

My commission expires:

**(Not necessary if ASN/ASC)**

**NOTARY’S CERTIFICATE OF SERVICE**

It is hereby certified, that on the date noted below, the undersigned Public Notary mailed to:

**CORPORATION, INC.**

**Attn: PERSON ADDRESSING, TITLE**

STREET ADDRESS

ANYTOWN, UTAH 84773

hereinafter, “Recipient,” the documents and sundry papers pertaining to a Proper name of Notice received and ACCUSED (spell out names in upper case) as follows:

1. **NOTICE OF FAULT IN DISHONOR,** issued by Accused (spell out names in upper and lower case) and dated April 13, 2023; and
2. Reference copy of this **Notary’s Certificate of Service** (signed original on file)

by Certified Mail No. **7020 1290 0000 3913 4890** Return Receipt attached by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of California.

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PUBLIC NOTARY DATE

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Stamp)

(name), Public Notary

Street Address

Anytown, Utah 84737