

FILE # 2740014 RCD: 11/09/2011 @ 12:34 PM, BK: 3009 PG: 690 RECORDING:  
 \$15.00 RECORDING ARTICLE V: \$12.00 DEPUTY CLERK ABUSBEE DON W. HOWARD,  
 CLERK OF COURTS, OKALOOSA COUNTY FL

Notary Public, Notary Public  
 5994 Cobbler Lane,  
 Crestview, Florida 32539

*Notarized by  
 David Young*

8 November, 2011

National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.

Attention: **JOSEPH GUYAUX, President and TIMOTHY SHACK, Vice President**

ONE PNC PLAZA 249 5TH PNC CORP TAX DEPT 27<sup>TH</sup>

PITTSBURGH PA 15222

**Sanita Wells, X.O.**

**3232 Newmark Drive**

**Miamisburg, OH 45342**

Re: Property Address: **111 Mohawk Trail, Crestview, Florida 32536**

Loan Number: **0004333101** Property Owners: **David A. Young and Johana M. Griggs**

**Notary Presentment/Objection Affidavit of Acknowledgment and Verification Of  
 Administrative Law Judgment**

This is a notarized Notary Presentment/Objection Affidavit of an Administrative Default Law Judgment in favor of home owners, **David A. Young and Johana M. Griggs**, declaring Mortgage promissory Note, Mortgage, Deed of Trust, and Mortgage Loan dated September, 19, 2005, NULL and VOID with a ZERO, PAID\_IN\_FULL BALANCES, and against **Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.** by defaulting by not providing sufficient Validation of Proof of Claim under a HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request for verification and Validation of Proof of claim of alleged mortgage debt as witnessed by the Notary Acceptor under an Administrative Non-Response, Administrative Dishonor, Administrative Default, and SILENCE in agreement.

**"Suppression of a material fact which a party is bound in good faith to disclose is equivalent to a false representation." Leigh v. Loyd, 244 P.2d 356, 74 Ariz. 84. (1952).**

1. On **6 September, 2011**, Notary, as independent third party presenter, sent a HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request for Verification of Proof of Claim of mortgage debt AND Account information with a Default Provision and an unlimited Power Of Attorney to take immediate effect in case of Default by Lender and/or Servicer for **David A. Young and Johana M. Griggs** at property Address: **111 Mohawk Trail, Crestview, Florida 32536** with loan account number: **0004333101** to **Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.** stating the Notary Response Address for the requested documents and answers to be mailed and responded to.

2. Neither **Loan Servicer nor Lender** answered within the allotted 60 day time frame with proper Validation of Proof of Claim of Debt to the Independent 3<sup>rd</sup> Party Notary Response Address, and on **27 September, 2011**, Notary sent Lender and Servicer a Re-Presenting, with Opportunity to Cure, HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request letter asking **Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.** to honor with the proper legal response under Federal Law. There was a denial and "consider the matter closed" letter with no proof, resulting in a quiet, silent, and freely given passive agreement under administrative default law with a dishonor to the property owner(s), **David A. Young and Johana M. Griggs**.

3. On **11 October, 2011**, Notary, as an independent third party presenter, sent **Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.** a

Certificate of Non-Response, Dishonor, and Notice of Default that gave them 10 days from post mark to answer on behalf of Property Owner(s) David A. Young and Johana M. Griggs. Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. failed to counter or dispute and remained silent and quiet; therefore, another passive agreement under HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request and Administrative Default Law and another Dishonored request. U.S. v. Prudden, 424 F.2d. 1021 (1970) and U.S. v. Tweel, 550 F. 2d. 297, 299, 300 (1977) Silence can only be equated with fraud when there is a legal and moral duty to speak or when an inquiry left unanswered would be intentionally misleading.

4. On 25 October, 2011, Notary, as independent third party Presenter, sent Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. a VERIFIED DECLARATION AFFIDAVIT and Certificate Of Dishonor Declaration stating that Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. have defaulted under HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request and Administrative Default and for Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. to comply with Certificate of Non-Response, Dishonor, and Notice of Default. By their failure to respond, it has been legally established that Lender and Servicer have agreed in silence under UCC.

5. When Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. failed to dispute property owner's Certificate of Non-Response, Dishonor, and Notice of Default, by their own silence and keeping quiet admission, Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. granted property owner(s) the unlimited Power of Attorney to sign all documents pertaining to this alleged mortgage loan, promissory Note, and all contracts and legal documents as per the Default Provisions and the unlimited Power of Attorney sent with the HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request dated 6 September, 2011 on Account/Loan # 0004333101 to correct all the mistakes of the Lender and Servicer and to Satisfy the Mortgage with a zero balance and to declare the Promissory Note Null and Void.

In light of the Non-Response, Default, and Dishonors noted above, I hereby, as a third party Notary and Officer of the Court of the State of **FLORIDA** have evidenced the dishonors outlined above and am VERIFYING an Administrative Law Judgment against Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. for defaulting by not providing validation of proof of claim of mortgage debt as per David A. Young and Johana M. Griggs' HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request dated 6 September, 2011 for mortgage account number: 0004333101 for property belonging to David A. Young and Johana M. Griggs, located at 111 Mohawk Trail, Crestview, Florida 32536 with legal description of: LOT 8, BLOCK A, INDIAN TRAILS, PHASE II, ACORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 78, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, OKALOOSA COUNTY FLORIDA

WHEREAS, an administrative law judgment against Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc. is Certified, Acknowledged, and Witnessed by Florida Notary Public authorized to certify dishonor of the Notice of Commercial HUD and RESPA Qualified Written Request, Default Provision, and an unlimited Power Of Attorney Claim within the Administrative Remedy Agreement/Contract, and to present this **ADMINISTRATIVE JUDGMENT BY ESTOPPEL** in accordance with UCC 3-509 as of this 8<sup>th</sup> day of November, 2011 under the HUD

and RESPA Qualified Written Request; Administrative Default law, Commercial Law, Common Law; and Default Provision with an unlimited Power Of Attorney to sign, as agent, for Lender and Servicer in order to correct all mistakes made on this alleged mortgage loan, deed of trust, promissory note, and mortgage.

Date: **8 November, 2011**

Signature: Alba D Mendez

Alba D. Mendez, Florida Notary Public  
5994 Cobbler Lane, Crestview, Florida 32539

Known By: FL Drivers License

### AFFIDAVIT OF NEGATIVE AVERMENT AND ADMINISTRATIVE JUDGMENT

As of this date **November 8, 2011** the undersigned Notary Acceptor has not received a timely response or requested documents and answers nor CURE from the **Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.** or any other alleged mortgage, alleged loan, and alleged promissory note holder agents.

### NOTARIAL AFFIDAVIT CERTIFICATE

1. The **HOLDER IN DUE COURSE, David A. Young and Johana M. Griggs, now with unlimited Power of Attorney** given freely from Lender, Servicer, and all officers and assigns has recruited this Notary Public, authorized to certify dishonor of the Notice of Commercial HUD and RESPA Qualified Written Request, Default Provision, and unlimited Power Of Attorney Claim within the Administrative Remedy Agreement/Contract, and to present this **ADMINISTRATIVE JUDGMENT BY ESTOPPEL** in accordance with **UCC 3-509...**
2. This Notarized Document is served to the **Lender and Servicer: National City Mortgage A Division Of National City Bank Of Indiana, Purchased by PNC, Inc.** for demand for payment of **\$599,999.73** on or before **January 1, 2012** under Notary Objection and Administrative Default Law to home owners and holder in due course, **David A. Young and Johana M. Griggs.**
3. This Notarized Document is the official **CERTIFICATE OF DISHONOR With Administrative Judgment** of the **HUD-398-H(4) and RESPA, Section 6, and 3500.21(e) Qualified Written Request, Default Provision with the unlimited Power Of Attorney** and Notice of Commercial Claim within the Administrative Remedy, under Commercial Law pertaining to Mortgage Loan/Account #: **0004333101** for the property at **111 Mohawk Trail, Crestview, Florida 32536.**

**Notice:** Use of a Notary on this document does not constitute an adhesion, nor does it alter my status in any manner. The purpose of the notary is verification and identification only and not for entrance into any foreign jurisdiction.

### NOTARY

**STATE OF FLORIDA**  
**COUNTY OF OKALOOSA**

In my capacity as a Notary Public of the State of Florida, the affidavit of the foregoing instrument was acknowledged and verified before me, by the undersigned Florida Notary Officer, this 8th day of **November, 2011**, by **Alba D. Mendez, Florida Notary**, who is personally known to me or who has produced a **Florida Driver License** as identification to be the person whose name is subscribed to the within instrument, and acknowledged **did / did not** take an oath that she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Debra J. Ryan  
Notary Name Printed or Stamped

My Commission Expires: \_\_\_\_\_

CC: David A. Young and Johana M. Griggs (SEAL)

