

**PROOF OF CLAIM, SET-OFF, FRAUDULENT ADMINISTRATION OF AFFAIRS OF THE ESTATE AND MAL-  
PRACTICE CLAIM**

The following is a claim (Simple) for a Declaratory Judgment, only a Judgment, no monetary Award is sought.

Why Would A Plaintiff file A Suit And not seek monetary Damages?

FIRST WHEN WE LOOK AT TWO CONTRACTS AND THEN ATTORNEYS INTERVIEW US WE WOULD SEE A CLAIM (SUIT) WITH NO MONETARY CLAIM? WHY ATTORNEYS HAVE A RIGHT TO SUE FOR MORE THAN A DOLLAR, & TO SECURE A SINGLE CLAIM? WHY ATTORNEYS HAVE A RIGHT TO SUE FOR MORE THAN A DOLLAR, & TO SUE FOR MORE?

Sometimes the ATTORNEY IS ONLY LOOKING TO PROVE A POINT, AND THAT WILL BE A NUMBER LIKE THESE (\$1.00), WITH A Declaratory Judgment will also have ATTORNEYS TO PROVE A POINT, WHAT IS THAT? THAT YOU HAVE BEEN WRONGED.

SECOND THE REASON WHY YOU WOULD file Suit And not bring the issue to court is BECAUSE YOU WANT TO GET IN AND OUT OF COURT QUICKLY, LIKE FOR UNDER-LENDER, OR SHIVER, OR A GOOD BITE. YOU WOULD BE A RECLAMATION ON SOMEONE (LIKE THE BANKS DO ALL OF THE TIME). AND NEED A QUICK JUDGMENT, SO IN THESE SITUATIONS THE SMALL CLAIMS COURTS (EQUITY) WERE CREATED. REMEMBER THE ATTORNEYS THEY BRING FORTH FOUR LAWS WHERE THE VALUE IS GREATER THAN \$1,000, WHICH IS IN EXCESS OF LIMITS ON SMALL CLAIM FILINGS. THEY DO NOT PUT A \$ (DOLLAR) VALUE, & ARE ABLE TO USE THE JUDGMENT TO SECURE THEIR CLAIM OR LION.

So here we go, this is a Sample Declaratory Judgment Claim, for a contract, be it for A Mortgage or Auto Loans.

PROOF OF CLAIM, SET-OFF, FRAUDULENT ADMINISTRATION OF AFFAIRS OF THE ESTATE AND MAL-  
PRACTICE CLAIM

Before the Small Claims Court of the  
City of ... County ... of the State of ...

John/Jane Doe, sui juris

V.

CA.

Breach of Contract,  
Claim of Fraud.

The ...

The Plaintiff brings forth this claim due  
to the failure of the Defendant in fulfilling the  
contractual obligation.

The Defendant's Having failed to doc-  
ument the Actual/True Accounting, have Attem-  
pted by such intentional acts to Debauch the il-  
lusion.

The Contract was supported by Ins-  
urance. If a Default occurred, and or Damages  
were Reported/Documented, The Defendant's  
Had a Contractual obligation to Apply for such  
Insurance. At the time Default was noticed.

The Application of Insurance was so-  
cificed as to how and when such Documentary  
evidence was Recorded.

The Property being backed by the Good-  
faith and Credit Guarantee of the United  
States Government (See 7 C.F.R. § 1901.508).  
In fact was cancellation of the Contract on  
behalf of the Defendant's (Individual/Entity, See  
by endorsement Stamp & Signature of Agent  
(Defendant). The Defendant was to Apply for  
Credit at Par Value or other specifically  
corrected Statutory Requirements, If the

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PRATICE CLAIM

Belief of the Plaintiff that the Defendant had  
A Contractual Duty to Apply for  
These Credits, Insurance, and that they have  
either completed such process, or are purpo-  
sely delaying such process to cause financial  
and property damage's to the Plaintiff?

The Plaintiff ~~is~~ hereby states that  
the Account of the Plaintiff and a Comprehen-  
sive Audit/Accounting will prove these Pre-  
sumptive Issues as Fact.

Now that judgment is not sought,  
however it is necessary to have a ruling on  
the facts that are in evidence, "NOTICE"

I ( ) Do hereby place  
Such Accounting & Financial Records into  
this matter by Reference to help Support  
my Claims.

The issue is whether or not the  
Defendant's had a contractual Duty to:

1. Either apply to the Government as  
specified in Statute - Either State or Federal, for Compens-  
ation ~~and~~ And whether or not they did or did not?

2. ~~The Defendant's had a contractual duty to~~  
Apply as an option the Insurance Covera-  
ge, And either or not, they failed to do so re-  
sulting in seizure or damage to Financial Recor-  
ds ~~Records~~ of the Plaintiff?

3. Notify Plaintiff of the Secur-  
itization of any portion of Contract/Pro-  
perty/Assets of the Plaintiff and right  
to Reclaim Interest as a result of such

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Securitization of the ARESAID.

4. HAVE Documented the Failures of the Defendants, were calculative, intentional and Done to conceal, hide, Distract the Plaintiff of their Right to Apply to the IRS via ~~1060~~ 1060, 1060, 1096, 1097, 1098, 1099, et al. Resulting in such Interest going unclaimed.

5. To Supply a Comprehensive Accounting as there has been financial activity Related to the Agreement/Contract/Interest of the Plaintiff that was not plainly supplied the Plaintiff.

(It should be noted that the Comprehensive Accounting/Records are those similar to the Comprehensive Annual financial Records Required of all Corporations in the United States, often referred to as C, A, F, R.'s with Notes, Ledgers, and References; This is the Records/Documents/Files and more's Sought, and so Again I Attach hereto by Reference, let it REMAIN NOTED!).

I certify that the claims or claims are brought forth in honesty and good faith, and only Declaratory Judgment will satisfy so as to correct the Record and to help Repair Damages as Alternative is Requested at equity.

These Verifs are Accurately true and are Enscribed on this the — Day of —, 201—

X  
(Address)



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number and telephone number)

Recording requested by and return to

Donald G. Nelson, S.B.N. 72086

NELSON & KENNARD

(916) 920-2295

2180 Harvard Street, Suite 160

Sacramento, CA 95815

File No. 10-00000-0

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, LOS ANGELES COUNTY

STREET ADDRESS 42014 4th Street West

FOR RECORDER'S USE ONLY

MAILING ADDRESS 42014 4th Street West

CITY AND ZIP CODE Lancaster, CA 93304

BRANCH NAME NORTH DISTRICT - ANTELOPE VALLEY COURTHOUSE - LIMITED CIVIL

PLAINTIFF: DCFS TRUST

CASE NUMBER

DEFENDANT ~~TRACON JONES~~, et al

MC02

FOR COURT USE ONLY

### ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

☐ Amended

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

\* ~~TRACON JONES~~

~~Lancaster, California 93304~~

b. Driver's license no. [last 4 digits] and state

☒ Unknown

c. Social security no. [last 4 digits]: \*\*\*-\*\*-\*\*\*\*

☐ Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address)

~~TRACON JONES, 42014 4th Street West, Lancaster, California 93304~~

2. [ ] Information on additional judgment debtors is shown on page 2.

4. ☐ Information on additional judgment creditors is shown on page 2

3. Judgment creditor (name and address):

DCFS TRUST,

c/o NELSON & KENNARD P.O. Box 13807, Sacramento, CA 95853

Date December 28, 2010

Donald G. Nelson

(TYPE OR PRINT NAME)

5. ☐ Original abstract recorded in this county.

a. Date:

b. Instrument No.:

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:

\$ 104,782.18

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date) December 13, 2010

b. Renewal entered on (date)

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has

a. ☒ not been ordered by the court

b. ☐ been ordered by the court effective until (date):

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.

b. ☐ A certified copy of the judgment is attached.

(SEAL)



JOHN A. CLARKE

This abstract issued on (date):

FEB 10 2011

Clerk, by

*MBO*

M. BUTTER

, Deputy

TO BE RECORDED IN:  
LOS ANGELES COUNTY

FILE NO. 10-27157-0  
RECORDING REQUESTED BY  
DONALD G. NELSON  
WHEN RECORDED MAIL TO  
NELSON & KENNARD  
P.O. BOX 13807  
SACRAMENTO, CA 95853



\*20110500143\*

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

TITLE(S)

ABSTRACT OF JUDGMENT

DCFS TRUST v. ~~REDACTED~~, et al.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

THIS LOAN IS MADE PURSUANT TO SECTION 1343 OF THE OHIO REVISED CODE AND AS PRE-EMPTED BY PUBLIC LAWS 96-221 AND 97-320. THE TERMS OF THIS LOAN ARE NOT SUBJECT TO ANY PROVISIONS OF THE OHIO MORTGAGE LOAN ACT.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

[Redacted Signature] (Seal)  
Borrower

PAY TO THE ORDER OF  
DECKTOP ONE MORTGAGE COMPANY, LLC LTD  
WITHOUT RECOURSE  
INTERSTATE MORTGAGE CORP. LLC LTD  
DECKTOP ONE MORTGAGE COMPANY, LLC  
For National Mortgage Corp  
William E. Hall  
Asst. Secretary



Mortgage Electronic Registration System, Inc. Its successors and assigns, as nominee for REALTY CORPORATION  
ITS SUCCESSORS AND ASSIGNS (Seal)  
Borrower

Without Recourse  
For limited consideration  
Decktop One Mortgage Company, LLC LTD  
Assigns all rights, claims and interest in  
[Redacted Signature]  
POST CLOSING SPECIALIST



(Sign Original Only)

"Pay to the order of..."  
ENDORSEMENT

Single Family Home Loan Program (SFHLP)  
The Government (U.S.D.A.) Pay's off note at PAR VALUE

7 C.F.R. §1901.508(i)

