Michael D. Smith c/o 123 Main Anytown, Tennessee non domestic

# Affidavit of Obligation Commercial Lien (This is a verified plain statement of fact)

#### **Maxims:**

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An unrebutted affidavit stands as truth in commerce.

An unrebutted affidavit is acted upon as the judgement in commerce.

<u>Guaranteed</u>—All men shall have a remedy by the due course of law. If a remedy does not exist, <u>or if the existing remedy has been subverted</u>, then one may create a remedy for themselves and endow it with credibility by expressing it in their affidavit. (Ignorance of the law might be an excuse, but it is not a valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law.)

All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses, hence, governments cannot exercise the power to expunge commercial processes.

The <u>Legitimate Political Power</u> of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard, because no Bond means no responsibility, means no power of Official signature, means no real corporate political power, means no privilege to operate statutes as the corporate vehicle.

The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not a responsible substitute for a Bond.

Municipal corporations which include cities, counties, states and national governments have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation, hence must be reinforced by a Commercial Affidavit and a Commercial Liability Bond.

A foreclosure by a summary judgment (non-jury) without a commercial bond is a violation of commercial law

Governments cannot make unbonded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without suspending commerce by a general declaration of martial law.

It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of or without the Court.

An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.

An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment) and rescue is a felony.

It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial lien.

Notice to agent is notice to principal; notice to principal is notice to agent.

PUBLIC HAZARD BONDING OF CORPORATE AGENTS All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is prim-a-facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

### Parties:

Michael Smith/Lien Claimant Curtis Smith/Alternative Lien Claimant Patrick Smith/Second Alternative Lien Claimant c/o 123 Main Anytown, Tennessee non domestic

Lien Debtor(s): MICHAEL SMITH 123456789 123 MAIN ANYTOWN, TN 380XX

Other PARTIES/Lien Debtor(s): JOHN DOES 1-10

## **Allegations:**

Allegations arise from the conduct of Lien Debtor(s) in regards to conduct doing business as MICHAEL SMITH 123456789.

- 1. Michael Smith was born on October 13, 19XX, the son by blood of (father and mother).
- 2. (father) was born on March 7, 19XX, the son by blood of (grandfather and grandmother).
- 3. MICHAEL SMITH 123456789 is a pubic trust operating as a benefit to Michael Smith acting as a holding trust for Michael Smith.
- 4. Michael Smith is the only contributing beneficiary of the MICHAEL SMITH 123456789 trust.
- 5. Michael Smith is the only legitimate claimant of all of the proceeds, products, fixtures, and the like of the MICHAEL Smith 123456789 trust.

# **Proof of Allegations:**

- 1. Lien Debtor affirms that Michael Smith was born on October 13, 19XX, the son by blood of (father and mother). If no timely rebuttal it is AFFIRMED.
- 2. Lien Debtor affirm that (father) was born on March 7, 19XX, the son by blood of (grandfather and grandmother). If no timely rebuttal it is AFFIRMED.
- 3. Lien Debtor affirms that MICHAEL SMITH 123456789 is a pubic trust operating as a benefit to Michael Smith acting as a holding trust for Michael Smith. <u>If no timely rebuttal it is AFFIRMED.</u>
- 4. Lien Debtor affirms that Michael Smith is the only contributing beneficiary of the MICHAEL SMITH 123456789 trust. If no timely rebuttal it is AFFIRMED.
- 5. Lien Debtor affirms that Michael Smith is the only legitimate claimant of all of the proceeds, products, fixtures, and the like of the MICHAEL SMITH 123456789 trust. <u>If no timely rebuttal it is AFFIRMED.</u>

NOTICE is hereby given that Lien Debtor has ten (10) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the above allegations. Failure to rebut, deny, or otherwise prove any allegation will be construed to be failure to rebut, deny, or otherwise prove all allegations.

**Ledgering:** Ledgering in the instant matter is comprised solely of the value of the life-long labor of Michael Smith valued at the commercial rate of One-hundred Million (\$100,000,000.00) Dollars in functional currency of the United States.

**Surety:** Surety for the value of this Affidavit of Obligation/Commercial Lien is things: list out everything

I, Michael Smith, certify on my own commercial liability that I have read the above and do true, correct, and complete, and not misleading, the truth, the whole truth, and nothing		
	Michael Smith	
	c/o 123 Main	
	Anytown, Tennessee	
	non-domestic without the US	

#### **NOTARY**

On this date,	, a man, appearing in	n his true character, who identified himself as
Michael Smith appeared	l before me,	, a notary public
residing in	county,	state, and attested to the truth of
this affidavit with his oa		
	<del></del>	
NOTARY PUBLIC		
seal		