

John H. Smith
c/o PO Box 123
Anytown, California
non domestic

*A Security (15 USC)
A USSEC Tracer Flag
Not a point of Law*

**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 un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgement in commerce.

Guaranteed—All men shall have a remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, 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 Legitimate Political Power 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:

John H. Smith/Lien Claimant
c/o Box 123
Anytown, California
non domestic

Lien Debtor(s):
COMMERCE BANK N.A., dba MARY SMITH TRUST
c/o 123 Main
Anytown, CA 90210
and
JAMES JONES TTE., dba MARY SMITH TRUST
c/o 234 Main
Anytown, CA 90210

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

Allegations:

Allegations arise from the conduct of Lien Debtors in regards to their conduct doing business as MARY SMITH TRUST.

1. John H. Smith was born on July 2, 1950, the son by blood of Mary Jones Smith and Robert R. Smith.
2. Mary Jones Smith was born on March 7, 1923, the daughter by blood of Grant Jones and Gladys Brown.
3. John H. Smith is the direct heir of Mary Jones Smith and Grant Jones, both deceased.
4. Grant Jones in the year(s) of 1936-1937 bought with gold backed currency approximately 265 acres of land in Santa Clara county, California republic which became known as Sweet Springs Ranch.
5. Aside from the expenditure of real money backed by gold, Grant Jones labored on the land with his own hands and by further investment of real money backed by gold.
6. Mary Jones Smith as a child and young lady physically labored on the land known as Sweet Springs Ranch with much investment in time and labor.

7. Mary Jones Smith married herself to Jack Smith; and John H. Smith, the natural son of Mary Jones Smith and Jack Smith was born on July 2, 1950.
8. During his youth, and to date, John H. Smith, Lien Claimant, has labored on the land and has invested heavily in the upkeep and maintenance of Sweet Springs Ranch.
9. John H. Smith is entitled to recover the value of labor and capital investment made by Grant Jones in the amount of One-hundred million (\$100,000,000.00) dollars.
10. John H. Smith is entitled to recover the value of labor and capital investment made by Mary Jones Smith in the amount of One-hundred million (\$100,000,000.00) dollars.
11. John H. Smith is entitled to recover the value of labor and capital investment made by John H. Smith in the amount of One-hundred million (\$100,000,000.00) dollars.
12. The aggregate of the labor and capital of Grant Jones, Mary Jones Smith, and John H. Smith is valued at Three-hundred million (\$300,000,000.00) and is by this lien recovered by John H. Smith as against the present property known as Sweet Springs Ranch described as: [physical description, see attachment #1]
13. Sweet Springs Ranch, its products, proceeds, and fixtures are hereby surety for Three-hundred million (\$300,000,000.00) dollars.

Proof of Allegations:

1. Lien Debtors affirm that John H. Smith was born on July 2, 1950, the son by blood of Mary Jones Smith and Robert R. Smith. If no timely rebuttal it is AFFIRMED.
2. Lien Debtors affirm that Dorothy Jones Smith was born on March 7, 1923, the daughter by blood of Grant Jones and Gladys Brown. If no timely rebuttal it is AFFIRMED.
3. Lien Debtors affirm that John H. Smith is the direct heir of Dorothy Jones Smith and Grant Jones, both deceased. If no timely rebuttal it is AFFIRMED.
4. Lien Debtors affirm that Grant Jones in the year(s) of 1936-1937 bought with gold backed currency approximately 265 acres of land in Santa Clara county, California republic which became known as Sweet Springs Ranch. If no timely rebuttal it is AFFIRMED.
5. Lien Debtors affirm that Aside from the expenditure of real money backed by gold, Grant Jones labored on the land with his own hands and by further investment of real money backed by gold. If no timely rebuttal it is AFFIRMED.
6. Lien Debtors affirm that Mary Jones Smith as a child and young lady physically labored on the land known as Sweet Springs Ranch with much investment in time and labor. If no timely rebuttal it is AFFIRMED.
7. Lien Debtors affirm that Maary Jones Smith married herself to Robert R. Smith; and John H. Smith, the natural son of Mary Jones Smith and Robert R. Smith, was born on July 2, 1950. If no timely rebuttal it is AFFIRMED.
8. Lien Debtors affirm that during his youth, and to date, John H. Smith, Lien Claimant, has labored on the land and has invested heavily in the upkeep and maintenance of Sweet Springs Ranch. If no timely rebuttal it is AFFIRMED.
9. Lien Debtors affirm that John H. Smith is entitled to recover the value of labor and capital investment made by Grant Jones in the amount of One-hundred million (\$100,000,000.00) dollars. If no timely rebuttal it is AFFIRMED.
10. Lien Debtors affirm that John H. Smith is entitled to recover the value of labor and capital investment made by Mary Jones Smith in the amount of One-hundred million (\$100,000,000.00) dollars. If no timely rebuttal it is AFFIRMED.
11. Lien Debtors affirm that John H. Smith is entitled to recover the value of labor and capital investment made by John H. Smith in the amount of One-hundred million (\$100,000,000.00) dollars. If no timely rebuttal it is AFFIRMED.
12. Lien Debtors affirm that the aggregate of the labor and capital of Grant Jones, Mary Jones Smith, and John H. Smith is valued at Three-hundred million (\$300,000,000.00), and is by this lien recovered by John H. Smith as against the present property known as Sweet Springs Ranch described as: [physical description, see attachment #1] If no timely rebuttal it is AFFIRMED.
13. Lien Debtors affirm that Sweet Springs Ranch, its products, proceeds, and fixtures are hereby surety for Three-hundred million (\$300,000,000.00) dollars. If no timely rebuttal it is AFFIRMED.

NOTICE is hereby given that Lien Debtors have 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 gold backed currency expended by Grant Jones and other currencies expended by Mary Jones Smith and Robert R. Smith, and John H. Smith, and the labor of the same in the amount of Three-hundred million (\$300,000,000.00) dollars in functional currency of the United States.

Surety: Surety for the value of this Affidavit of Obligation/Commercial Lien is the Sweet Springs Ranch, its products, proceeds and fixtures. If the value of Three-hundred million (\$300,000,000.00) cannot be had by the Sweet Springs Ranch, its products, proceeds and fixtures, then the public hazard bonds of Lien Debtors are seized to satisfy any remaining value.

I, John H. Smith, certify on my own commercial liability that I have read the above and I have grounds and do know that it is true, correct, and complete, and not misleading, the truth, the whole truth, and nothing but the truth.

John H. Smith
c/o Box 123
Anytown, California [95071]

NOTARY

On this date, _____, a man, appearing in his true character, who identified himself as John H. Smith appeared before me, _____, a notary public residing in _____ county, California state, and attested to the truth of this affidavit with his oath and autograph.

NOTARY PUBLIC

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