

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



2015000362976 9:18 am 07/13/15

105 415 N15 F13 6

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Recording Requested by
and after recording return to:
Mortgage Enterprise Investments
P.O. Box 1522
Newport Beach, California [zip exempt]

Space Above For Recordors Use Only

State of California

NOTICE OF DEFAULT (NOD)

"Indeed, no more than (affidavits) is necessary to make the prima facie case." United States v. Kis, 658 F.2^d, 526, 536 (7th Cir. 1981); Cert Denied, 50 U.S. L.W. 2169; S. Ct. March 22, 1982

[In Fact] You are in Default in Dishonor and have been non responsive. Notice is made to the Affidavits that have been recorded, and referenced, into the land records of Orange County, State of California within document #2014-000511460, recorded on November 26, 2014, "**Secured Party**" and "**Beneficiary**" is **Billie-Rene'-Frances-Lillian: Powers**, "**Trustee**" is **FEDERAL MORTGAGE AMERICAN TRUST**, "**Lender**" is **MORTGAGE ENTERPRISE INVESTMENTS**, "**Borrower**" is **BILLIE RENE POWERS**, this same document rescinded all documents executed in relation to Deed of Trust #2007-000417171 that was recorded on July 2, 2007 in the County of Orange, state of California. This Deed of Trust was also authenticated with the Secretary of State of California. Affidavits and Notice of new Deed of Trust were not refuted and were received by, or through their representatives, Bank of New York Mellon, Select Portfolio Servicing Inc., Quality Loan Servicing Corporation, Assurant Insurance, their affiliates and representatives known and unknown, and here in known as "parties", and referenced as "parties" in disputes to other agencies to include, but not exclusively, received through the Credit Reporting Agencies reports.

To date "parties" have given no lawful response and documents previously sent were incomplete and offering counterfeit documents, including void assignments and counterfeit grant deed, in support of alleged secured "parties" claims, said claims of "parties" slander the title. The Qualified Written Request dated: November 17, 2014 was notarized and a letter from the 3rd party representative, Common Law Offices of America, confirmed the request and Notary presentment was inclusive. Certificate of Mailing was dated November 19, 2014 To date of this filing there has been no lawful response, no affidavits offered by "parties" in rebuttal of affidavits presented on behalf of the following, **BILLIE RENE POWERS**, the Legal Fiction and **Billie-Rene'-Frances-Lillian: Powers**, the living woman, disputing the validity of the "parties" claiming standing, Non Response further includes the Notice of Intent to Rescind/TILA Request, [in fact] time has lapsed for rebuttal.

This is an attempt to settle a dispute between **BILLIE RENE POWERS** as alleged debtor and The Bank of New York Mellon as alleged debt collector and trustee for the Cwalt 2007-HY9 trust (HYB), their representatives, affiliates and associates known and unknown. time has lapsed for rebuttal

As fact, Proof of Claim:

Affidavits have been recorded into the land records of Orange County in document #2014-000511460 recorded on November 26, 2014, "secured party" and "Beneficiary" is Billie-Rene-Frances-Lillian Powers and this same document rescinded all documents executed in relation to Deed of Trust #2007-00417171 and recorded on July 2, 2007 . The document #2014-000511460 was received by "parties" from BILLIE RENE POWERS through their representative Assurant Insurance, as representative of force placed insurance, and sent for acceptance in disputes to other agencies to include Credit Reporting Agencies reports. Not one representative of "parties" has responded in affidavit form.

Affidavits have been noticed to all parties and authorities; publication of legal notice was completed without response by "parties". Affidavit of Truth, dated November 17, 2014, recognizes and incorporates the Affidavit and Ratification, Notice of Discrepancies Found and Demand For Reconciliation, and the Audit of Records executed on March 19, 2014 that was verified received and recognized by "parties" to this matter and have been verified received by "parties" within complaints that include the CFPB and Credit Agencies. Notice of Intent to Rescind/TILA Rescission was received by "parties", see attached CFPB documentation. Rescission was not responded to in lawful manner, no further legal action is required, Rescission is valid.

Dispute may be settled within 10 days of receipt of this Notice by executing the Waiver of Tort being offered for this matter as remedy. Further Non Response to settlement offer will have further consequences to "parties" in both their PUBLIC and Private capacities. See WAIVER OF TORT attached. [in fact] time has lapsed for rebuttal.

Dated: July 10, 2015


By Billie-Rene-Frances-Lillian
By: Authorized Representative *Billie-Rene-Frances-Lillian Powers*

7 10 15

This is an attempt to settle a dispute between BILLIE RENE POWERS as alleged debtor and The Bank of New York Mellon as alleged debt collector and trustee for the Cwalt 2007-HY9 trust (HYB), their representatives, affiliates and associates known and unknown. time has lapsed for rebuttal.

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

s.s.

County of Orange

Subscribed and sworn to (or affirmed) before me on this 10th day of July,
Month

20 15, by Billie Rene Powers and
Name of Signer (1)

[Signature], proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature of Notary Public



For more required information, visit www.sos.ca.gov/notary

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reinsertion of this jurat in an unaffiliated document and minimize the risk to persons relying on the affiant's statement.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Notice of Default

containing _____ pages, and dated 7/10/15

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

BILLIE RENE POWERS
c/o Billie-Rene'-Frances-Lillian: Powers as executor/administrator
c/o P.O. Box 1501
Newport Beach, California [zip exempt]
Libellant^s

TO: Bank of New York Mellon, it's representatives, affiliates and associates
c/o Quality Loan Servicing Inc.
San Diego, California []
Libellee

WAIVER OF TORT

Waiver of tort: "the election, by an injured party, for purposes of redress, to treat the facts as establishing an implied contract, which he may enforce, instead of an injury by fraud or wrong, for the committing of which he may demand, compensatory or exemplary damages." *Definition in Blacks Law dictionary, 6th edition, pg. 1581.*

I, Billie-Rene'-Frances-Lillian: Powers, the woman and executor/administrator for BILLIE RENE POWERS, hereinafter "Libellant", having first-hand knowledge of the facts, and being competent to make the following statements which constitute the undisputed facts underlying this waiver of tort, do solemnly declare, say and state;

- Whereas, Libellee has proceed to enforcement action without acceptance and consent confirming Libellee's intent to acquire personal liability;
- Whereas, Libellant waives remedies heretofore available;
- Therefore, Libellant sets and establishes the following **TERMS AND CONDITIONS OF CONTRACT "WAIVER OF TORT"**:
 - a. Liquidated damage amount of; \$15,300,000.00
 - b. Compensate Affiant \$10,000 for cost of each civil action or penalty resulting from the acts of Libellee;
 - c. Provide payment in certified funds within 10 days;
 - d. Provide evidence of cancellation of all documents caused to be recorded by Libellee regarding Libellant and private property now held by Billie-Rene'-Frances-Lillian: Powers with APN 125-120-27 in the Orange county Land Records and all recordings caused to be in other counties.
- This waiver of tort is enforceable by all lawful means, within and without court, and Libellee agrees that an immediate consensual lien is placed against all of assets, wages, income, professional bond, personal and real property of Libellees, et al. (See California Civil Code, § 2884)
- ALL Assigns of Libellee are hereby given timely notice sufficient to warn any reasonable and prudent person not to injure or trespass on this Libellant.
- Your further action(s) after this notice evidences your acceptance of the terms and conditions of this waiver contract and your intention to knowingly accept and consent to the liquidated damage that is the subject of this waiver;
- In the event Libellee withdraws by written notice to Libellant at the above mailing location, together with evidence that threatened action has ceased and pertinent records and accounts have been cleared and closed, with all payments made by and on behalf of Libellant refunded, within 3 days of receipt of this waiver of tort then this contract waiver will become void and unenforceable;

PERFORMANCE IS ACCEPTANCE

It has been said, so it is done.

Signed and sealed this 10 day of July, A.D. 2015

By: 
as executor for Billie Rene Powers

By- Billie Rene-Frances Lillian: POWERS

JCL 308

7 10 15

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

S.S.

County of Orange

Subscribed and sworn to (or affirmed) before me on this 10th day of July,
Month

20 15, by Billie Rene Powers and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

Rh Sadany
Signature of Notary Public



For more required information (http://www.sos.ca.gov/notary) see the link.

Date:

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document, so it may be useful to persons relying on the above document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Waiver of Tort

containing _____ pages, and dated 7/10/15

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

CERTIFICATE OF MAILING

I, Billie-Rene'-Frances-Lillian: Powers, do solemnly declare on July 10³, 2015 I did cause to be delivered by US Mail, fax or email a true and correct copy of the foregoing instrument, NOTICE OF DEFAULT to parties and locations listed:

Quality Loan Servicing Corp
411 Ivy Street
San Diego California 92101

Select Portfolio Servicing, Inc.
P.O. Box 65277
Salt Lake City, UT 84165-0277

The Bank of New York Mellon
200 Park Ave #54
New York, New York