

COMMERCIAL AFFIDAVIT OF TRUTH
of
Gary-Forrest: Edwards
This is a verified plain statement of truth

I, Gary-Forrest: Edwards, depose and say the following: Gary-Forrest: Edwards (hereafter Affiant) has personal first hand knowledge of certain facts relevant to matters of LASALLE BANK, ET.AL.

1. Affiant has no record or evidence that a valid contract exists, or ever did exist, that requires Libelant to render recompense in any measure, or amount, to Libellee(s).

2. Affiant has no record or evidence that LASALLE BANK, ET.AL. is the Holder in Due Course of any commercial instrument wherein Affiant is liable.

3. Affiant has no record or evidence that Libelee(s) have provided, an amount for cure, a means of redemption, or an amount for payoff and thereby Libelant is denied an opportunity to cure and a remedy.

4. Affiant has no record or evidence that LASALLE BANK, ET.AL. by using any process to collect recompense or compel performance from Libelant, is not defective and does not contain un-Verified amounts for cure, redemption and payoff and therefore is a **COUNTERFEIT SECURITY**.

5. Affiant has no record or evidence that Libelant ever intended to gift Libelant's original issue labor or property to a banking institution, or corporate public entity or public or private trustee or that Libelant's intention was anything other than to consummate a private sale, value for value, and hold private title to property.

6. Affiant has no record or evidence Libelant has not refused to pay or discharge any valid obligation owed to LASALLE BANK, ET.AL.

7. Affiant has no record or evidence that LASALLE BANK, ET.AL. has acquired an interest in an alleged PROMISSORY NOTE AND DEED OF TRUST (Contract) and has provided to Libelant assurance and a VERIFIED STATEMENT OF ACCOUNT that LASALLE BANK, ET.AL. has an interest in the alleged contract and is the Holder in Due Course.

8. Affiant has no record or evidence that PUBLIC TRUSTEE accepted the trusteeship of the trust completing the contract created regarding Libelant's property.

9. Affiant has no record or evidence that LASALLE BANK, ET.AL. has provided, as demanded, any ASSURANCE and a VERIFIED STATEMENT OF ACCOUNT, verifying that LASALLE BANK, ET.AL. has any interest in the alleged contract and that Libelee(s) is (are) not responsible for the accounting on amounts that are being collected.

10. Affiant has no record or evidence that LASALLE BANK, ET.AL. has provided to Libelant evidence that the original parties to the contract are given "full disclosure" regarding the nature of the transaction and the bookkeeping entries of the Original Creditor which indicate that someone other than Libelant is the party that funded the loan.

11. Affiant has no record or evidence that LASALLE BANK, ET.AL. has provided to Libelant evidence that the Original Creditor did not accept something of value from Libelant, resulting in a liability on the books of the Original Creditor, which would be owed to the Libelant, the party who funded the loan according to Generally Accepted

Accounting Principles.

12. Affiant has no record or evidence that LASALLE BANK, ET.AL. has provided to Libelant evidence that in the Contract the Original Creditor received permission from Libelant to deny Libelant EQUAL PROTECTION under the Contract.

13. Affiant has no record or evidence that LASALLE BANK, ET.AL. has provided evidence that Libelant cannot legally repay any money, verified and/or assured by "Creditor" to be owed, in the same species of money or money-equivalent used to fund the loan, and/or any of the species of money recognized and authorized by the United States and pursuant to 31 U.S.C. 5103, HJR-192 and Public Law 73-10.

14. Affiant has no record or evidence that Libelant does not HEREBY TENDER OFFER TO PAY THE FULL AMOUNT VERIFIED TO BE OWED, pursuant to UCC 3-603, upon VERIFICATION and/or adequate ASSURANCE of the alleged debt (subject to cross-examination and the penalty of perjury) owed by Libelant, whereas such VERIFICATION, would substantiate to Libelant that neither the "Original Creditor" nor LASALLE BANK, ET.AL. has perpetrated a fraud upon Libelant; and LASALLE BANK, ET.AL. is, in fact, the holder in due course of its claims.

15. Affiant has no record or evidence that payment shall be deemed refused by LASALLE BANK, ET.AL., and/or no obligation exist, if LASALLE BANK, ET.AL. does not provide verification and/or adequate assurance of the alleged debt as herein requested, and any debt allegedly owed by Libelant is therefore extinguished as an operation of law.

16. Affiant has no record or evidence that this International Commercial Claim when completed does not settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute a valid security agreement and can not be scheduled on an appropriate UCC form.

17. Affiant has no record or evidence that this International Commercial Claim does not constitute an agreement between the parties for a commercial lien to issue and that perfection by attachment does not occur and is not granted and astipulated.

18. Affiant has no record or evidence that, in part, Libelant's remedy is not provided within the Supplemental Rules of Admiralty, wherein the Remedy to a hostile presentment, which is a criminal scienter act, is to file a Certificate of Exigency with the Clerk of the Court (Warrant Officer), who is then compelled by law to issue warrants for the arrest of any and all offenders.

19. Affiant has no record or evidence that Libelee(s) does (do) not accept(s), concur(s) and agree(s) to all statements and claims made herein by Libelant, by simply remaining silent pursuant to 5 U.S.C. 556(d).

20. Affiant has no record or evidence that Libelee(s) does (do) not accept(s), concur(s) and agree(s) that Libelant has exhausted all of Libelant's Administrative Remedies via this document wherein all parties are in agreement either by negotiation, tacit agreement or by the Doctrine of Laches.

21. Affiant has no record or evidence that Libelee(s) does (do) not accept(s), concur(s) and agree(s) that by Libelee's silence, Libelee gives limited power of attorney to sign for and execute for Libelee regarding this perfected Agreement-Contract by Tacit Procuration pursuant to 5 U.S.C. 556(d).

22. Affiant has no record or evidence that Libelant's private use of copyrighted statutes and case law for this private remedy constitutes a public commercial liability for the use of said copyrighted property.

23. Affiant has no record or evidence that Libelee does not admit that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute an agreement between the parties and does not constitute a valid security agreement and can not be scheduled and recorded on an appropriate UCC form.

24. Affiant has no record or evidence that Libelee does not admit that this International Commercial Claim, when completed by Certificate of Non-Response, and Certificate of Protest by a notary and Apostille of the notary witness, does not settle all matters and any controversy between the parties and does not constitute admissions by due process, which said admissions can be entered into any case, in any court, as the admissions of the parties.


25. Affiant has no record or evidence that Libelee(s) does (do) admit that this AFFIDAVIT and the ADMISSIONS contained herein is the only RECORD, as stated herein, and stands as truth in commerce when un-rebutted by affidavit on all points, point for point, and failure to rebut, each and every point, within the time allowed, is deemed an admission of all the points contained in this AFFIDAVIT and ADMISSIONS, including an agreement to the amounts contained in the True Bill.

26. Affiant has no record or evidence that Libelee does not admit that this AFFIDAVIT, as stated herein stands as truth in commerce when un-rebutted by affidavit on all points, point for point and failure to rebut, each and every point, is deemed a quieting of title, and that no superior claim than that of Libelant exists to the subject property.

COMMERCIAL AFFIDAVIT OATH AND VERIFICATION

I, Gary-Forrest Edwards, individually and as agent for GARY FORREST EDWARDS, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, state that the facts contained herein are true, correct, complete and not misleading, under penalty of International Commercial Law.

By Gary-Forrest Edwards, Real Party in Interest, UCC
3-402(b)(1)


Signature, Gary-Forrest Edwards, Real Party in Interest



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Shelby Cnty Judge of Probate, AL
08/22/2008 04:00:19PM FILED/CERT

JURAT

Alabama state

SS

Shelby county

Subscribed before me, Deane E. Hancock a Notary Witness, this

22nd day of August, 2008, upon satisfactory evidence to

the identity of the Affiant as Subscribed and Sworn before me above.

Deane E. Hancock

Notary Witness

seal

My commission expires: 4/19/2011

