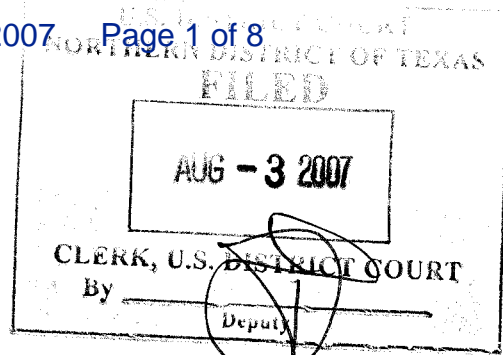


BD NoD



Jimmy- Chrystal: Heard, agent  
c/o 1000 Pine Hill Road  
Bainbridge, Georgia [near 39817]

ORIGINAL

MICHAEL J QUILLING, dba ESQUIRE,  
for SECURITIES and EXCHANGE, dba 'SEC', 2001 Bryan St. Suite 1800, Dallas, TX 75201

Karen Mitchell, Clerk of Court  
1100 Commerce Rm 1452  
DALLAS TX 75242  
U.S.DISTRICT COURT, NORTHERN DISTRICT  
TEXAS DALLAS DIV

3:05cv1328 L

Date: August, 02, AD2007

Notice: This document appears, in deed, pursuant to 1 Stat 122, 2 Stat 298

**Letter Rogatory**

The United States of America )  
TEXAS state )  
Dallas County )

special proceeding affidavit of secured party  
CHANGE IN POSITION TO CREDITOR, APOLOGY  
FOR PRIOR MISTAKES, and APPOINTMENT OF  
FIDUCIARY FOR SETTLEMENT AND CLOSURE  
IN THE PRIVATE VENUE

**Memorandum in Law**

In re: Chrystler Inc. herein recants all prior mistakes, and apologises for misunderstanding presumptions, not taking responsibility for establishing a security interest in the public record, and appoints fiduciary for the debtor SECURITIES AND EXCHANGE COMMISSION, to call a Data Integrity Board (hereinafter, DIB) hearing and carry herein submitted arguable confidential commercial information to the court, for submission for sustaining by the DIB head. By accepting for value and returning for value all cases, complaints and mistakenly filed papers entered into the record by 'defendant', (or whatever documents) awarded Plaintiff in court action Docket Number 3-05-CV-128-L. Chrystler Inc. admits to misunderstanding the full import of the documents signed at the closing of the investment agreement, and, in the absence of contractual terms specifically denying Chrystler Inc. the opportunity to change the expression of interest, which Chrystler Inc. believes is against public policy anyway, herein tenders (offers for acceptance) a public record establishing Chrystler Inc.'s secured interest in the form of the corporate charter, EIN# 58-1036342. It is therefore, the intent of Chrystler Inc. to clarify the intent of Chrystler Inc., and Chrystler Inc.'s understanding of the intent of the signed documents, which appear to be underlying the 'charges' and/or 'claims' of the Plaintiff SECURITIES AND EXCHANGE COMMISSION.

Therefore, MICHAEL J. QUILLING is herein appointed as fiduciary for the purpose of settling and closing public charges as promised by the debtor's signature, making all prior 'arguments' dishonours herein admitted and cured. Chrystler Inc. now understands the futility of 'arguing' facts such as the source of the funds for the private contract investment, and recognises the irrelevance of presumptions and 'charges' regarding alleged ponzi. Chrystler Inc. has elected to take full responsibility for the debtor's debt should it exist, as the attached private contract attached hereto mandates. The only additional record which the fiduciary now requires to complete the file is the attached UCC-1 financing statement. The fiduciary shall submit same to the court, along with the secured interest of SECURITIES AND EXCHANGE COMMISSION, if any there be, and permit the court to determine which record is or is not sustainable, providing, of course, any reasons for not sustaining any record accompany the determination. Since filing a certified complaint yet for the purpose of settling an account, which hereto for has not been able to be settled in the private, good faith mandates acceptance of the offer herein, or convening a data integrity board hearing, in order that the DIB head may determine whose records are sustainable. Chrystler Inc., based on the honourable actions of JEFF KAPLAN, is confident that the honourable JEFF KAPLAN, having knowledge of the presumptions upon which both parties were previously relying, would serve effectively in that position.

**Greetings:** special appearance, special proceeding in regard to duty to provide competent fiduciary for settling the public allegations brought against CHRYSTYLER INC., a private corporation over whom Chrystler Inc. has served as agent, in the private venue. In the absence of rebuttal to Chrystler Inc.'s arguable confidential commercial information (hereinafter *cci*), any proceeds from a sale of the case (should one be determined to be the best solution for making all parties whole), will extinguish Chrystler Inc.'s secured interest first.

MICHAEL J. QUILLING, representing SECURITIES AND EXCHANGE COMMISSION in an adversarial capacity, is now authorised to serve in a full fiduciary status for both parties, since authorisation to settle and close removes the adversarial status, and reduces the court action to one of private settlement, requiring no further public adjudication. Because of Chrystler Inc.'s previous lack of knowledge, Chrystler Inc. failed to incorporate a fail-safe instruction into the agreement called a investment contract, as regards the duty to make the 'SECURITIES AND EXCHANGE COMMISSION' whole, particularly as *quid pro quo* allows restoration in the same specie.

The Private Investment Contract (article 1 section 10) attached to the Birth Certificate, and corporate charter (et el defendants)is accepted and returned for value, and since it is unlikely that you, as fiduciary are capable of producing the original Private Investment Contract for acceptance and return for value, that instrument is accepted and returned for value in the 'virtual world', making it irrelevant as to whether or not you have found the heretofore acclaimed Private Investment Contract Certified affidavit of complaint. Thus, Chrystler Inc. becomes controller of the courts order(s), and assumes primary liability, unless someone refuses to pay (such as the drawee, albeit unlikely because of the Banker's Acceptance policy), making the contract a pre-existing debt capable of set off.

Attached to the Affidavit in Support is the financing statement granting Chrystler Inc. the character, status, position, and standing to protect Chrystler Inc.'s interest in the property, both tangible and intangible, which the United States and its agent authorised to collect on the accusation(s) may have.

The appointment of the fiduciary status is intended to cure any presumed intents which could lead to the assumption Chrystler Inc. intended (A) to abandon the 'interest', or (B) to be a dishonour. Chrystler Inc. hereby apologises for any inconvenience the prior misguided efforts have caused, and makes the following requests for the correction of the record.

Chrystler Inc. does not believe appointed fiduciary can maintain a record which reflects that:

1. MICHAEL J. QUILLING does not have an interest in settling and closing the case of the court (substantiated interests), since QUILLING accepted the offer to serve as fiduciary for plaintiff for the purpose of settling and closing an account, and sought and achieved the revival of the interests in the property and Chrystler Inc.'s acceptance and return for value is the finalisation of the contractual terms;
2. MICHAEL J. QUILLING does not have an interest in settling and closing the case of court, since QUILLING sought and achieved the revival of the mortgage and Chrystler Inc.'s acceptance and return for value is the finalisation of the contractual terms (assessment and acceptance achieved) and settlement and closure must follow in the private venue to (A) preserve court resources, and (B) demonstrate good faith for all parties;
3. MICHAEL J. QUILLING does not have an interest in settling and closing the case of the court, since QUILLING assumes personal liability for imposing collection on any debt which cannot be satisfied, especially if QUILLING refuses to settle and close on a secured interest which cannot be refuted by anyone with personal knowledge;
4. MICHAEL J. QUILLING does not have an interest in settling and closing the case of the court, since QUILLING assumes personal liability under the Thirteenth Article in Amendment, for imposing a debt which cannot be satisfied, if QUILLING refuses to settle and close a debt he has asserted to the court, as viable;
5. MICHAEL J. QUILLING does not have an interest in settling and closing the case of the court, since QUILLING assumes personal liability for imposing a debt which cannot be satisfied, if QUILLING refuses to follow up with the current holder now operating the public side of the account, for the purpose of settlement and closure pursuant to Public Policy (predicated upon House Joint Resolution 192), which must mirror the private settlement authorisation;
6. MICHAEL J. QUILLING does not have an interest in settling and closing the case of the court, since QUILLING assumes personal liability for failing to inform any other private investors of the undersigns honourable intent;
7. MICHAEL J. QUILLING does not have an interest in settling and closing the case of the court, since QUILLING assumes personal liability for failing to inform any claimant of alleged damage that said claimant(s) would be obstructing Chrystler Inc.'s right to collect on Chrystler Inc.'s interest in the property, which is the highest claim.
8. MICHAEL J. QUILLING does not have a duty to file a corresponding secured interest in a sum certain with the court at the time Chrystler Inc.'s security interest is shown to the court, in order that the clerk handling the ledgering of the account maintains an accurate record;
9. IF MICHAEL J. QUILLING does not have a duty to file a corresponding secured interest

in a sum certain with the court at the time Chrystler Inc.'s security interest is shown to the court, in order that the clerk handling the ledgering of the account maintains an accurate record for disbursement of any funds collected from any 'collections', Chrystler Inc., in order to avoid testifying and becoming a debtor, should not immediately record the concealment of the record as a dishonour in the public record via a Notary Public, then proffer the notary's testimony, exemplified via the Certificate of Protest which results, to the court, mandating a stay of any further proceedings for want of controversy;

10. IF MICHAEL J. QUILLING does not have a duty to file a corresponding secured interest in a sum certain with the court at the time Chrystler Inc.'s security interest is shown to the court, in order that the clerk handling the ledgering of the account maintains an accurate record for any disbursement of funds, the court shall forever be precluded from issuing a writ of possession, since potential 'buyers' of SECURITIES AND EXCHANGE COMMISSION'S 'limited interest', if any, will be unable to determine the degree or percentage of interest said 'buyer' is acquiring from SECURITIES AND EXCHANGE COMMISSION, which is particularly dangerous should 'claimants' attempt to take possession without a higher claim than the party in current possession, i.e., Chrystler Inc.'s highest secured claim;

11. That Chrystler Inc. is not providing MICHAEL J. QUILLING with as much time as the plaintiff requires to compile all of evidence of a security interest held by plaintiff in the property upon which plaintiff alleges a claim, in order that a full and fair determination of the assessed interest of each party, as is substantiated in the public record, may be set forth for substantiation by the DIB head at the next hearing, whether in private (chambers) or in open court, although the question of jurisdiction may preclude public adjudication, now that private settlement is a matter of record;

12. That Chrystler Inc. is not providing MICHAEL J. QUILLING with Chrystler Inc.'s records, trusting that Mr. QUILLING is honourable and would never conceal exculpatory evidence, and/or neglect to mention that any failure on the part of plaintiff to produce a record of substantiated and verifiable claim must result in the court construing contrary to the position of plaintiff.

Notwithstanding the tenet of law insuring that the failure to produce or re-create a record mandates construction as contrary to the party failing to produce, Chrystler Inc. considers it prudent for Fiduciary to seek a ruling on the confidential commercial information (hereinafter *cci*), as to said *cci*'s exemption from disclosure, specifically as to records maintained which may reflect that Chrystler Inc. lacks the status, standing, capacity, or position, to appoint another fiduciary, in a restricted capacity, to act on behalf of the corporation herein, and the duty of Chrystler Inc. to comply with set off within the parameters of public policy, before attempting to satisfy the following changes requested to the record. Good faith settlement and closure of an account precludes concealing exculpatory evidence, and that mandates maintaining accurate records and sharing said records with interested parties. Please avail yourself of this opportunity to insure that your arguable *cci* substantiates a sum certain value for any abandonment claim upon which you may be proceeding and produce the certified affidavit of complaint or other promise to pay instrument upon which you claim to be collecting, as well as all other arguable *cci* specified below, in order to avoid the ramifications of *Davila vs. Shalala* 848 F. Supp 1141,

cited here for reference purposes only, as Chrystler Inc. wishes no harm on MICHAEL J. QUILLING.

**I, Jimmy- Chrystal: Heard, secured party and agent,** hereby present by special appearance/special proceeding, this letter rogatory, as a first-hand report to the attorney appointed to settle and close an account which client SECURITIES AND EXCHANGE COMMISSION appears to have stated, as well as appropriate officers of the court, having the standing to operate in the legal and accounting and ledgering arena, regarding the appointment of either the prosecutor of the charges, or one capable of serving as the debtor's legal representative, by Chrystler Inc., on the basis that Chrystler Inc. has an interest in the party and property charged and/or assessed. Chrystler Inc. is unaware of any other party authorized to appoint a fiduciary for the specified purpose, much as an attorney-in-fact, and therefore requests that the public record (1) be corrected to show the limited appointment, (2) remain undisclosed, if not corrected, and/or (3) specify the reasons why the record cannot be changed or held as un-discloseable, in order to afford Chrystler Inc. a remedy. The fact that Title 18 United States Code §1001 prohibits anyone from presenting documents known to be false into a court of law, and *Davila vs. Shalala* insures that the failure to produce a record constitutes antithetical construction, Chrystler Inc. elects to avoid the failure to produce records, and foster the presumption that a contrary construction is intended, and therefore seeks the cause as to why the following is NOT exempt from disclosure, should the Data Integrity Board issue a ruling to that effect. Chrystler Inc. accepts full responsibility for failing to produce a record earlier, and corrects the resistance to the demands of Plaintiff for discovery, by submitting Chrystler Inc.'s full and complete record, in order that plaintiff is not ambushed and had ample opportunity for rebuttal.

Greetings: I Jimmy-Chrystal: Heard, agent CHRYSTLER INC., hereby present by special appearance/special proceeding, this letter rogatory, as a first-hand report to the parties, as regards the SECURED INTEREST held regarding claims set against real property.

Chrystler Inc., in anticipation of the winding down of the investigation, if recipients of the confidential commercial information (hereinafter cci) elected to conduct same, having interpreted the SHOW CAUSE as for the purpose of 'settlement' [and determination of the superior claim upon the property in question, submits cci, in the form of Chrystler Inc.'s records, and requests that said investigator either (a) locate the originals, in the possession of the recipients, pursuant to the 'best evidence' rule, or (b) compile rebuttal evidence for each record herein submitted. The investigator is then requested to tender all of the results to a Data Integrity Board, (both from your plaintiff perspective, and the perspective of the acceptor, who is not refusing to pay, thereby allowing the primary liability to remain with the maker) for a determination by said Board 's Head, as to the sustain-ability of the cci.

If there was no investigation conducted, (or no evidence reflecting a higher lien or claim) the failure to produce or re-create records refuting the records herein enclosed, must be construed by the Head of the DIB, as contrary to that of the agency whose record Chrystler Inc. has requested

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be corrected, or, in the alternative, not be disclosed as accurate to any agency subscribing to the records, via the Computer Matching Act program, including but not limited to the parties receiving the Notices of Show Cause, the sheriff, and all potential 'parties of interest' of the SECURITIES AND EXCHANGE COMMISSION'S interest in the property. In other words, if SECURITIES AND EXCHANGE COMMISSION has nothing more than the amount of the costs and fees of servicing the account, as assigned by predecessor, and/or a claim as finder of abandoned property, Mr. QUILLING does not have a duty to assign an assessed value to those 'interests', to avoid obstructing the settlement or further assignment of the exact interest plaintiff holds.

Chrystler Inc. respectfully requests that the independent investigation remain as set forth via the impetus instigated through the submission of the cci, and entrusts the Data Integrity Board Head to issue the ruling as to whether or not the public record reflecting the 'lien' and/or outstanding 'debt', should be changed or exempt from disclosure, eschewing the interference of Chrystler Inc.'s in the public's business.

Chrystler Inc. requests that the record show:

1. Chrystler Inc. fully accepts Plaintiff's expression of an interest in the property in question and requests that plaintiff produce evidence from a party with personal knowledge as to whether plaintiff's interests rests in (A) the collection of servicing fees, (B) a security interest in the private investment contract for which the collateral is still in Plaintiff's possession, and/or (C) an abandonment claim, under the finder/keepers maxim, predicated upon the presumption that Chrystler Inc. stopped expressing an interest in the property;
2. Let the record further show that Chrystler Inc., in the absence of any contractual prohibition, elects to express a continuing interest in the property, and hereby wholeheartedly apologizes for the failure to create and produce this record during the public adjudication of the matter by resisting discovery, which Chrystler Inc.'s ignorance led to confusion about the process being Chrystler Inc.'s opportunity to produce arguable 'cci';
3. Let the record further show that Chrystler Inc., in the absence of any contractual prohibition, elects to express a continuing interest in the property through a method other than making monthly investments;
4. Let the record further show that Chrystler Inc., in the absence of any contractual prohibition, elects to express a continuing interest in the property through a method other than making monthly payments, which method shall be via the filing of a UCC-1 financing statement with the Secretary of State's office of the State of Georgia, to reflect the full value of Chrystler Inc.'s interest in the property.
5. Let the record show that the full value of Chrystler Inc.s' interest in the property consists of A - the value of initial investment, B - the sum total of the monthly ledger profits of, presumed to be accumulating on behalf of Chrystler Inc., in a direct deposit account somewhere, since the purported profits have been seized, and C - any and all fees and costs necessary to re-assert the expression of interest in the property, and to break the presumption

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that a finders keepers' expression of interest is superior to that of Chrystler Inc.'s, now recorded with the State of Georgia;

6. Let the record further show that if his presuming that the change in the expression of interest indicates a lack of interest tantamount to abandonment, Chrystler Inc. is herein "breaking" that presumption;
7. Let the record also show that Chrystler Inc. is showing interest in a different way from the original contract at this time;
8. Let the record further show that the return of the Certified affidavit of complaint has not occurred, and is unlikely to be forthcoming (rule 12(b)6), since Chrystler Inc. considers it has not been submitted as evidence, making SECURITIES AND EXCHANGE COMMISSION the debtor in the public action, as far as collateral goes, notwithstanding the report from plaintiff that the 'lost' note has been found;
9. Let the record further show that even if SECURITIES AND EXCHANGE COMMISSION is proceeding on a mere 'abandonment' presumption, SECURITIES AND EXCHANGE COMMISSION is still a debtor, having no established, recorded, or secured interest, to date, in the record, which is why the DIB hearing Chrystler Inc. requests should be gratefully acknowledged by SECURITIES AND EXCHANGE COMMISSION and it's representative MICHAEL J QUILLING as an opportunity to produce any and all secured interests on which it proceeds in this matter;
10. Let the record show that the UCC 1 filing in the amount of the "presumed Certified affidavit of complaint" added to the total amount Chrystler Inc. has invested, and yielded, has now been secured at the Secretary of States office of the State of Georgia (see attachment to the affidavit in support);
11. Let the record show that if Plaintiff wants to express or execute claims sustained at the Data Integrity Board hearing, plaintiff must still offset or discharge this claim first;
12. Let the record further show that if the judge as the Data Integrity Board head, sustains Plaintiff's claim under the claim the amount the judge assesses that Plaintiff has established as adequate, Chrystler Inc. is willing to take in exchange for Federal Reserve notes which may be obtained at the sale, to satisfy Chrystler Inc. claim;
13. Lastly, let the record show that all of Plaintiff's request for discovery and production of the record of Chrystler Inc. have herein been complied with fully, and Chrystler Inc. is extending grace for as long as Plaintiff requires to compile Plaintiff's record for simultaneous submission to the Data Integrity Board, in the competent hands of MICHAEL J QUILLING.

In order to demonstrate Chrystler Inc.'s sincere remorse for the ignorance which prevented Chrystler Inc. from wasting court resources, Chrystler Inc. requests that the clerk of the court send an invoice for Chrystler Inc.'s share of court costs, with the birth certificate accepted for value, to the IRS, P.O. Box 192, Covington, Kentucky, for set-off.

In the off-chance the failure to produce or re-create a record cuts as a two-edged sword, Chrystler Inc.'s record must stand as un-refuted, unrebutted, and best evidence, if the original

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note and mortgage once deemed 'lost' and now alleged to have been found, in the possession of the recipients, remain unproduced..

#### OPPORTUNITY TO CURE

This request to change the record to reflect that Chrystler Inc. corrects previous mistakes regarding demonstrating the very record which the Plaintiff has been requesting throughout the discovery portion of the public adjudication, establishes the agreement of Chrystler Inc. to settle and close all claims on the property. Chrystler Inc. apologizes for the length of time it has taken to discover the alternative method of establishing a security interest in the public record, and herein grants Plaintiff as much time as Plaintiff requires to compile its records, in order to cure any omissions or presumptions upon which Plaintiff has been proceeding. Chrystler Inc. understands fully that it is patently unfair to allow Plaintiff to proceed on its current record now that Chrystler Inc.'s arguable 'cci' has been brought to light in the form of a secured interest in the public record. Therefore, Plaintiff has the opportunity to cure its record prior to seeking a Data Integrity Board hearing, wherein Plaintiff, through its representative, MICHAEL J QUILLING, is authorized to bring all records reflecting an interest in the property before the DIB head, or, in the alternative, confess the failure to produce or re-create records. Since Plaintiff filed the lawsuit, it appears it is the duty of Plaintiff to notify the court of the private settlement, and permit the court in its ministerial capacity, to sustain those records, which are substantiated in second witness public documents. Before Plaintiff can establish the standing to seek further court orders in this matter, Plaintiff must cure the records and establish itself as the creditor with the highest secured interest in the property, as well as demonstrate there is a controversy which cannot be settled, because even if the property (case) is sold, the only interest Plaintiff can acquire, reassign, or sell, is that assessed value supported by a public record. Chrystler Inc. fully intends to cooperate with Plaintiff and its representative, until all such valid claims have had an opportunity to be entered into the public record, and to be deemed to be superior to the UCC-1 financing statement now recorded in the State of Georgia's Secretary of State's Office, and within the full knowledge of Plaintiff and Plaintiff's representative to act accordingly.

Signed this [second- day of the eighth month of the year of Our Lord, Two Thousand and seven (August 2, AD2007) at Bainbridge, Georgia.

  
//ss// Jimmy-Chrystal: Heard

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