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0903003061

Doc#: 0903003061 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/30/2009 01:10 PM Pg: 1 of 8

Property of Cook County Clerk's Office

NOTICE of Fault

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NOTICE OF FAULT

United States Postal Service Certified/Registered Mail Article # «UCC_CertifiedRegistered_Mail_1»

BMW BANK OF NORTH AMERICA
P.O. BOX 78066
PHOENIX [85062] ARIZONA

November 15, 2008

Re: Validation or Verification of alleged claim or Debt
Account # 1000678775
Dear Chief Financial Officer,

Notice of Fault

Volodymyr Dziuma is uncertain how BMW BANK OF NORTH AMERICA misinterpreted Volodymyr Dziuma's request for a validation or verification regarding the alleged debt. In any event I am definitely creating and documenting first hand knowledge and evidence of BMW BANK OF NORTH AMERICA's refusal to cooperate in bad faith regarding my requests.

This is Volodymyr Dziuma's final tender requesting validation as well as Assurance of Due Performance that BMW BANK OF NORTH AMERICA loaned BMW BANK OF NORTH AMERICA's shares, securities in any manner whatsoever to purchase the sale of alleged installment loan agreement. Absent this, BMW BANK OF NORTH AMERICA is in possession of stolen or forged documents

BMW BANK OF NORTH AMERICA's alleged debt is in dispute. Is it not true according to the alleged agreement you refer to, "that balances in dispute are not subject to collection until a resolution has been made?"

According to the Uniform Commercial Code or the Fair Debt Collection Practices Act, as the courts interpret them, BMW BANK OF NORTH AMERICA may only collect the amount BMW BANK OF NORTH AMERICA tendered for consideration to purchase a debt. Volodymyr Dziuma requests the exact amount of legal tender that BMW BANK OF NORTH AMERICA paid from their own assets to substantiate consideration. If BMW BANK OF NORTH AMERICA is unwilling to voluntarily disclose such information it can be compelled by court subpoena or by Demand for Production of Documents in Discovery.

Volodymyr Dziuma requests in good faith BMW BANK OF NORTH AMERICA's written assurance that BMW BANK OF NORTH AMERICA has in its possession the original, unaltered, signed by all parties agreement you base your alleged claims. Absent the original agreement BMW BANK OF NORTH AMERICA has no entitlement or creditor or holder-in-due-course status, and is effectively held in estoppel.

Volodymyr Dziuma tenders in good faith this final offer of performance to pay in the alleged amount after Volodymyr Dziuma obtains from BMW BANK OF NORTH AMERICA's Chief Financial Officer a bone fide, true and correct notarized signature on the herein attached 3 page Affidavit showing that there was not a "Breach of Fiduciary Duty", along with an invoice signed under his full commercial liability.

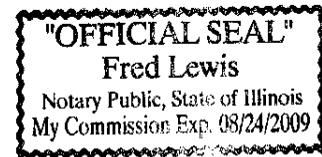
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BMW BANK OF NORTH AMERICA may object to this offer or object to the mode of this offer but BMW BANK OF NORTH AMERICA may not refuse this offer, *without creating a discharge*.

Volodymyr Dziuma is unaware of any contract(s) that Volodymyr Dziuma has with BMW BANK OF NORTH AMERICA and until Volodymyr Dziuma receives an unaltered or un-counterfeited document with BMW BANK OF NORTH AMERICA and Volodymyr Dziuma's signature together BMW BANK OF NORTH AMERICA is in fault and waives any and all claims in any manner whatsoever.

Without Prejudice
Reserving of all Volodymyr Dziuma's rights,



**AFFIDAVIT**

**Affidavit of Good Faith and Full Disclosure
of the Terms and Execution of the Account Agreement**

Bank or Credit Finance Company: BMW BANK OF NORTH AMERICA,

Account number: 1000678775, hereinafter "Agreement" Retail Installment Sale Contract.

Alleged Borrowers: VOLODYMYR DZIUMA, hereinafter "Account Holder"

The undersigned Chief Financial Officer for BMW BANK OF NORTH AMERICA hereinafter, Affiant, duly sworn by oath or asseveration with first hand knowledge, ~~aver~~, depose and swear:

1. That I am an officer of BMW BANK OF NORTH AMERICA, and have full authority and first hand knowledge for executing this affidavit on behalf of BMW BANK OF NORTH AMERICA, and that I am giving adequate assurance of good faith and full disclosure on behalf of BMW BANK OF NORTH AMERICA concerning the terms and execution of the agreement by the statements in this affidavit, as requested by Volodymyr Dziuma.

2. That BMW BANK OF NORTH AMERICA is complying with all applicable Federal Reserve Policies and Procedures, Federal laws, and State laws requiring the use of Generally Accepted Accounting Principles and Generally Accepted Auditing Standards for all bookkeeping entries associated with performing the Agreement.

3. That BMW BANK OF NORTH AMERICA is attaching all security interests and rights as lawfully required by the Securities Act of 1933 or the Securities Exchange Act of 1934 and has all the

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rights of the alleged claim and is attaching all of the certified or registered evidence that is lawfully required by the regulatory United States governmental agencies, along with any or all filing numbers for the evidence.

4. That the policy of BMW BANK OF NORTH AMERICA is the repayment of customers whose Retail Installment Sale Contract is used for funding the debt incurred by the execution of the contract by Volodymyr Dziuma, in accord with the Agreement with BMW BANK OF NORTH AMERICA;

5. That all material facts regarding the alleged Agreement terms and execution are fully disclosed and contained in the written Agreement;

6. That all BMW BANK OF NORTH AMERICA's bookkeeping entries associated with the execution of the alleged Agreement, to wit, *materially match* the terms and form of the Agreement.

7. That the value given out of BMW BANK OF NORTH AMERICA's own assets or Net Worth for purchasing Volodymyr Dziuma's Retail Installment Sale Contract is NOT any different or less than the face value of Volodymyr Dziuma's Retail Installment Sale Contract.

8. That BMW BANK OF NORTH AMERICA did not accept money, money-equivalent, capital, funds, or anything else of value of Volodymyr Dziuma in the approximate amounts of the value of the Agreement that were used for funding checks or other negotiable instruments in the approximate amounts of the Agreement's value that were given or extended to Volodymyr Dziuma as the Agreement's loan or credit, making the economics of the Agreement similar to stealing, counterfeiting or swindling against Volodymyr Dziuma, causing Volodymyr Dziuma to be damaged.

9. That Volodymyr Dziuma's original Agreement has not been destroyed, altered or forged, and will be returned to Volodymyr Dziuma or if lost or archived, BMW BANK OF NORTH AMERICA provide security indemnifying Volodymyr Dziuma against loss or archival, upon discharge and termination of the Agreement.

10. That there is no "adverse claim or wrongful transfer" of Volodymyr Dziuma's Agreement that damages Volodymyr Dziuma.

11. That Volodymyr Dziuma has the right of demanding full and immediate payment of any and all deposits of funds by Volodymyr Dziuma in connection with BMW BANK OF NORTH AMERICA's extending credit or loaning money or money-equivalent under the Agreement with Volodymyr Dziuma in conformity with Federal Reserve Policies and Procedures concerning the granting of Federally insured loans, to wit, ***"A deposit created through lending is a debt that has to be paid on demand of the depositor, just the same as a debt arising from a deposit of checks or currency in the bank."*** (Federal Reserve publication "Two Faces of Debt", page 19).

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12. That BMW BANK OF NORTH AMERICA accepts all specie of money mandated by the Federal Reserve Bank.

13. That Volodymyr Dziuma has the right of repaying any outstanding loan or money equivalent extended or loaned by BMW BANK OF NORTH AMERICA in the same specie of money, or money equivalent, that funded such extension or loan, thus ending all claims and interest.

14. That BMW BANK OF NORTH AMERICA made loan # 1000678775 using shares of capital stock in BMW BANK OF NORTH AMERICA.

I, the Chief Financial Officer of BMW BANK OF NORTH AMERICA, in a clear, conscious and competent mind, understand that I am signing my name under the penalty of perjury and under oath or asseveration administered by the Notary Public named below, and I am accepting full liability, both private and for BMW BANK OF NORTH AMERICA, both civil and criminal, and that I accept all penalties of perjury if and when it is found that my statements in this Admissions document are false in any way. I The Undersigned, Chief Financial Officer, certifies on my commercial Liability that I have read this Affidavit and issues the same with intent and understanding of purpose and does solemnly swear, declare and state that the statements, allegations, demands and contents contained herein are true, correct, and complete, not misleading, the truth, the whole truth and nothing but the truth

BMW BANK OF NORTH AMERICA's Chief Financial Officer

Printed Full Name of Chief Financial Officer

Chief Financial Officer Employee ID Number

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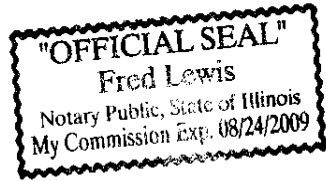
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Jurat

On this day came before me the Affiant a living flesh and blood man to oath and attest and affirm the signature is true, complete, and correct on the foregoing affidavit. Volodymyr Dziuina the undersigned, who is personally known by me or upon proper oath and identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be his own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated

Signed this day 29TH, of JANUARY, 2009 at 11²⁰ AM

My commission expires on: 08-24-2009



By [Signature]

seal: _____

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Doc#: 0836622029 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/31/2008 09:19 AM Pg: 1 of 2

\$47,710.85

BONDED BILL OF EXCHANGE ORDER

Bill of Acceptance – Time Draft - #<7007 2560 0000 1477 4594>
NOT A SECURITY – NOT FOR DISCHARGE OF PUBLIC DEBT

Volodymyr: Dziuma, Secured Party—Drawer Date: December 29, 2008
c/o 5925 Meadow Drive
Lisle [60532] Illinois

To: Secretary of the Treasury, Department of the Treasury Bank – ABA Ledger #000000518
No later than 15 days after receipt, please Credit the account for **VOLODYMYR DZIUMA**
at **FINANCIAL SERVICES REMARKETING, INC c/o P.O. BOX 713224 COLUMBUS**
[43271] OHIO

FORTY SEVEN THOUSAND SEVEN HUNDRED TEN DOLLARS AND .85 CENTS
\$47,710.85

Personal Treasury UCC Contract Trust Account # **RB453653708US**

The obligation of the Drawee (acceptor), Secretary of the Treasury, through the bailee (authorized agent) of Claimant's financial institution, TTL Department, hereof arises out of the want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, Public Law 73-10 and Guaranty Trust Co. of NY v. Henwood et al, 307 U.S. 247 (FN3), represented by the attached claim Accepted for Value and bearing the account number # <100067875/2008 BMW 328i/WBAVC93598KO43354>.

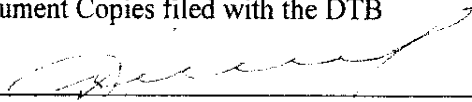
This claim document Order complies with UCC 3-104, the terms of the original contract, hereby surrendered as said pledge is redeemed (discharged) by the drawer through the attached document by acceptance for value and exempted from levy. Federal regulations require Claimant's financial institution to accept this bill, sign and present directly via Certified or Registered mail, Return Receipt to the Secretary of the Treasury — Department of the Treasury on Drawer's UCC Contract Trust Account. Unless the original Negotiable Instrument is dishonored in writing within 15 days of receipt by the Secretary of the Treasury Claimant's financial institution is to release the credit on hold to the payee (Claimant) within the time stipulated by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be ledgered by Claimant's financial institution, TTL Department, to the designated account for the discharge of this claim (Regulation Z).

Bond # <7007 2560 0000 1477 4594> **These are Certified Funds.**

NOTICE: The law relating to principal and agent applies.

by _____
Bailee's signature (authorized bank TTL agent) w/o prejudice
Accepted at _____ (city), _____ (state) on _____
(date)

Document Copies filed with the DTB



Drawer, Secured Party-Creditor; Without Recourse

To be processed as a check – Do not present for collection

\$47,710.85

Bonded Negotiable Instrument - Void Where Prohibited By Law.

\$47,710.85

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LOT 24 IN BLOCK 1 IN WATKISS SUBDIVISION OF THE SOUTH ½ OF THE
NORTH WEST ¼ OF THE SOUTH EAST ¼ OF SECTION 1, TOWNSHIP 39
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE
EAST 115 FEET THEREOF) IN COOK COUNTY, ILLINOIS PIN 16-01-408-006-0000

C/K/A 1045 North California Chicago, Illinois 60622

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