

3:05mc4-MCR

**Affidavit of Truth in the Nature of Supplemental Rules for Administrative and Maritime Claims Rules C (6)**

**TRADEMARK/COPYRIGHT**

Verified Declaration in the Nature by an Affidavit of Truth in Commerce and Contract by Waiver for Tort presented by Me, addressee, Byrd S. Billings, Agent and living soul, one of We the People under Original Common Law Jurisdiction by Florida and united states of America Contracts, and Constitutions.

Ss:

For: Whom it may concern: In the matter for the fiction/Debtor Party known as JUSTIN LLOYD BILLINGS©(and any derivative thereof); Secured Party is hereafter known as Byrd S. Billings, 9717 Mobile Highway, Pensacola, Florida.

I, Me, My, Myself, addressee, Byrd S Billings, (hereinafter Agent with Power of Attorney to represent the Debtor Party), the undersigned for one We the People, Sovereign, natural born living souls, the Posterity, born upon the land in the one for several counties with the one for the several states united for America, the undersigned Posterity, Creditors, and Claimants, herein after "I, Me, My, Myself, Agent" do hereby solemnly declare, say and state:

1. I, Me, My, Myself, Agent am competent for stating the matters set forth herewith.
2. I, Me, My, Myself, Agent have personal knowledge concerning the facts stated herein.
3. All the facts stated herein are true, correct, complete, and certain not misleading, admissible as evidence, and if stating I, Me, My, Myself, Agent shall so state.

**Plain Statement of Facts**

**A matter must be expressed for being resolved. In Commerce, truth is sovereign. Truth is expressed in the form for an Affidavit.**

**An affidavit not rebutted stands as Truth in commerce. An Affidavit not rebutted, after thirty (30) days, becomes the judgment in commerce. An Affidavit of Truth, under commercial law, can only be satisfied: by Affidavit of Truth rebuttal, by payment, by agreement, by resolution, or by Common Law Rules, by a jury.**

I, Me, My, Myself, Agent am expressing truth by this Verified Declaration in the Nature for an Affidavit of Truth in Commerce and Contract by Waiver for Tort presented by Me, addressee, Byrd Billings, living soul, Agent, one for We the People under Original Common Law Jurisdiction for Florida and united states of America Contracts, the Constitutions.

**Whereas**, the public record is the highest evidence form, I, Me, My, Myself, Agent am hereby timely creating public record by Declaration with this Verified Declaration in the Nature for a Affidavit of Truth in Commerce and Contract for a Tort Waiver presented by Me, addressee, Byrd S. Billings, living soul, Agent, one for/under We the People under Original Common Law Jurisdiction for Florida and united states of America Contracts, the Constitutions.

1. **Fact:** The person/Debtor Party known as JUSTIN LLOYD BILLINGS© (and any derivatives thereof) is fiction without form or substance, and any resemblance for any natural born body living or dead is entirely intentional in commercial fraud by Genocide acts for We the People for Florida by the alleged Government officials and agents for the Commercial Corporation and Commercial Courts for the disfranchising purpose, We the People for Florida from our Life, Liberty, Property, and pursuit of Happiness, among other Rights, for their self enrichment using their Florida Rules of Civil Procedure, outside the law authority and our Courts by original jurisdiction.
2. **Fact:** I have placed a **copyright** on the fiction/Debtor Party known as JUSTIN LLOYD BILLINGS©, and all derivatives thereof, (trademark/fiction), Debtor Party is now My private property and cannot be used without My prior consent, and then only under the terms set out in this contract.

OFFICE OF CLERK  
U.S. DISTRICT CT.  
NORTHERN DISTRICT OF FLA.  
PENSACOLA, FLA.  
2005 FEB 16 PM 12:58

DS

FILED

R# 300 111577  
\$39.00

3. **Fact:** The Fiction is My perfected security interest and registered by contract with me and with the Florida Secretary of State, as such, for five years and is My recorded copyright Fiction by this declaration under original common law jurisdiction for one-hundred (100) years and is My private property, as Agent, for common law estate protection, life, and liberty.
4. **Fact:** Using this fiction on any document associated in any manner with My estate or Me, the holder in due course, Agent, Exempt from Levy, without My written prior consent is strictly forbidden and chargeable against each user and issuer in the amount, the sum certain for one-thousand (\$1,000.00) dollars, silver specie, in lawful coinage of the united states of America per user and per issuer per fiction.
5. **Fact:** Using this fiction for the intended gains for themselves (the issuers or users) or for others for any of My rights, My private property or any part about My estate without full disclosure and My written prior consent is strictly forbidden and chargeable per each user and issuer, in the amount of the sum certain for one-million (1,000,000.00) dollars silver specie, in lawful coinage for the united states of America per user and per issuer per fiction.
6. **Fact:** Using this fiction on any document associated in any manner with My estate or Me, the holder in due course, Agent, and Exempt from Levy, without My written prior consent is all the evidence required for enforcing this agreement/contract and evidence that any and all users and issuers are in full agreement and have accepted this agreement/contract under the condition and terms so stated and set forth herein and is due and payable under the terms and conditions set forth herein by this agreement/contract.

**I, Me, My, Myself, Agent** am not an expert in the Law, however, I do know right from wrong. If there is any human being that is being unjustly damaged by any statements herein, if he/she will inform Me by facts, I will sincerely make every effort and amend My ways.

I hereby and herein reserve the right for amending and make amendment for this document as necessary in order that the truth maybe ascertained and proceeding justly determined.

**If any living soul has information that will controvert and overcome this Declaration, since this is a commercial matter, please advise Me in writing by DECLARATION/AFFIDAVIT FORM within ten (10) days from recording hereof, providing Me with your counter Declaration/Affidavit, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law, and not merely the ultimate facts and law conclusions, that this affidavit by Declaration is substantially and materially false sufficiently for changing materially My or the Fiction's status and factual declaration.**

Your silence stands as consent, and tacit approval, for the factual declarations here being established as fact as a law matter and this affidavit by Declaration will stand as final judgment in this matter; and for the sum certain herein stated and will be in full force and effect against all parties, due and payable and enforceable by law.

**The criminal penalties for commercial fraud are determined by jury, by law**, the monetary value is set by Me for violations against My rights, for breaching the law, the contract, the Constitutions in the sum certain amount as stated herein for dollars specie silver coin lawful money for the united states of America as defined by Article 1, Section 10 under the Constitution, by We the People for the united states of America and will be due and payable on the eleventh day or any day thereafter as use occurs after filing by Me, in the public records of the county of Escambia, state of Florida, under this declaration.

The undersigned, **I, Me, My, Myself, Agent** the holder in due course for original, do herewith declare, state and say that I, Agent, issue this with sincere intent in truth, that I, Me, the undersigned Agent, am competent by stating the matter set forth herein, that the contents are true, correct, complete and certain, admissible as evidence, reasonable, not misleading, and by My best knowledge, by Me undersigned addressee.

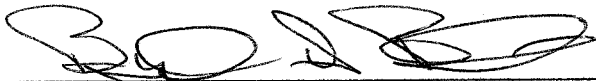
**Copyright Specific Notice Attached**



**Copyright Notice:** All rights reserved re common-law copyright of trade-name/trademark, JUSTIN BILLINGS© and JUSTIN LLOYD BILLINGS©--as well as any and all derivatives and variations in the spelling of said trade-name/trademark, not excluding "JUSTIN BILLINGS©" and "JUSTIN LLOYD BILLINGS©" respectively--Copyright© 1989 and 2004 by Byrd Billings. Said trade-name/trademark, JUSTIN BILLINGS© and JUSTIN LLOYD BILLINGS©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Byrd S. Billings as signified by the red-ink signature of Byrd S. Billings, hereinafter "Secured Party". **With the intent of being contractually bound**, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party's signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of JUSTIN BILLINGS© or JUSTIN LLOYD BILLINGS©, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. "JUSTIN BILLINGS©" nor "JUSTIN LLOYD BILLINGS©" nor for any derivative of, nor for any variation in the spelling of said name, nor for any other juristic person, and is so indemnified and held harmless by Debtor, i.e. "JUSTIN BILLINGS©", in Hold-harmless and Indemnity Agreement No. BSB-040689-HHIA dated the Fourth Day of the Sixth Month in the Year of Our Lord One-thousand Nine-Hundred Eighty-Nine against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. **Self-executing Contract/Security Agreement in Event of Unauthorized Use:** By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User", consent and agree that any use of JUSTIN BILLINGS© or JUSTIN LLOYD BILLINGS© other than authorized use as set forth above constitutes unauthorized use, counterfeiting of Secured Party's copyrighted property, contractually binds User, this Notice by Declaration becomes a Security Agreement wherein User is debtor and Byrd S. Billings is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use of any of the copyrighted trade-names/trademarks JUSTIN BILLINGS© and JUSTIN LLOYD BILLINGS©, not excluding "JUSTIN BILLINGS©" and "JUSTIN R. BILLINGS©", respectively, plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, JUSTIN BILLINGS© or JUSTIN LLOYD BILLINGS©; (2) authenticates this Security Agreement wherein User is debtor and Byrd S. Billings is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located as collateral for securing User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and Byrd S. Billings is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)", until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)" as well as in paragraph "(4)", and the filing of any Security Agreement, as described above in paragraph "(2)" in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and



may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms", with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative fore User, effective upon User's default, is irrevocable and coupled with a security interest. **User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:** **Payment Terms:** In accordance with fees for unauthorized use of JUSTIN BILLINGS© or JUSTIN LLOYD BILLINGS© as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice", itemizing said fees, is sent. **Default Terms;** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoiced is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)", immediately becomes, i.e. is, property of Secured Party: (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate. **Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of User's former property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms", User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full. **Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty (20) day period for curing default as set forth above under "Terms for Curing Default" authorized Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: Byrd S. Billings, Autograph Common Law Copyright© 1998 and 2004. Unauthorized use of "JUSTIN BILLINGS" "JUSTIN ROSE BILLINGS" incurs same unauthorized use fees as those associated with JUSTIN BILLINGS© or JUSTIN LLOYD BILLINGS©, as set forth above in paragraph "(1)" under "Self-executing Contract/Security Agreement in Event of Unauthorized Use."



Byrd S. Billings, Secured Party  
All Rights Reserved, UCC 1-207

JURAT

This is to certify that Byrd S. Billings, known to me, appeared before me and subscribed to the above document in my presence on this 8<sup>th</sup> day of December 2004.

*H. R. Meenen*  
Notary Public

SEAL:

