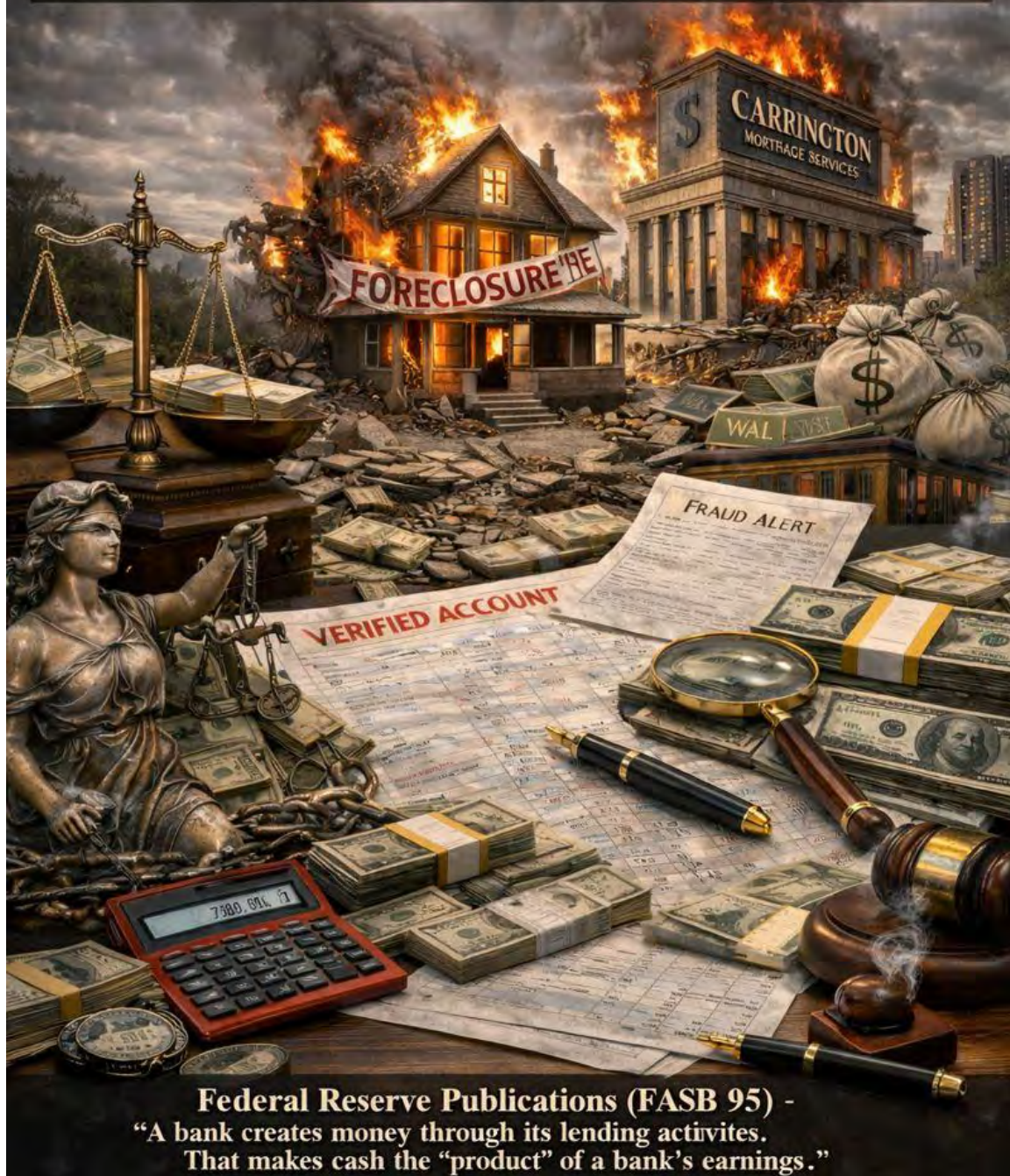


**Private Notice of Administrative Default,
Constructive Fraud, and Demand for Remedy
— Against Carrington Mortgage Services, LLC —
Regarding Fraudulent Debt Instrument, Theft
of Tender, and Securities Violations.**



Tyler-Jay: Stoesser-Calkins®™
Private Man | Priority Creditor | Beneficial Owner
c/o 3616 Champion Drive
Rapid City, South Dakota [57701]
Non-Domestic, Without the United States
Email: CalkinsRanch@yahoo.com
UCC 1-308 | UCC 1-103.6 | Without Prejudice
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Introduction and Purpose of Declaration

This Declaration is issued by **Tyler-Jay: Stoesser-Calkins®™**, a private man and secured party creditor, to formally notify and record administrative default, unlawful seizure actions, and violations of federal, commercial, and trust law by *Carrington Mortgage Services, LLC*, its agents, attorneys, and affiliated entities.

Carrington's conduct constitutes a breach of multiple legal and fiduciary responsibilities, resulting in forced property action under false pretenses and without lawful standing.

This document is both a **Notice of Default** and a **Demand for Cessation of Action**, supported by documentary evidence, legal authority, and perfected tender.

Statement of Facts

1. Promissory Note Was Lawfully Tendered and Entered into the Record

On or about the date reflected in the attached *Carrington Promissory Note*, lawful tender was made by the undersigned principal, **Tyler-Jay: Stoesser-Calkins®™**, to settle any and all alleged debts or obligations claimed by *Carrington Mortgage Services, LLC*. Said instrument was delivered through certified mail with verifiable tracking and notice, constituting good faith settlement under **UCC § 3-603**, **UCC § 3-310**, and **12 U.S.C. § 411** (lawful money). This was a proper and perfected tender. The instrument remains unrebutted and stands as prima facie evidence of settlement.

2. Application of UCC in South Dakota

Importantly, South Dakota—where this instrument is applied—has fully adopted the Uniform Commercial Code (UCC) under **Title 57 of the South Dakota Codified Laws (SDCL)**. Title 57 mirrors and integrates substantial portions of the **United States Code (USC)**, especially those pertaining to commercial paper, negotiable instruments, and secured transactions. Therefore, any party—such as Carrington Mortgage Services—operating within South Dakota's jurisdiction is **bound by the full force and effect of UCC principles and obligations**, including presentment, tender, dishonor, and accounting. To deny this is to ignore the legislative record and statutory adoption, and amounts to a willful misrepresentation of the law. This confirms that both state and federal commercial codes apply concurrently and form the operative framework for enforcement and remedy.

3. **No Rebuttal or Lawful Response Was Received from Carrington**

Carrington failed to respond within the time allotted under **UCC § 3-501(b)(2)** and other applicable rules of commercial presentment. The absence of a timely response, coupled with the retention of the instrument without lawful return, creates an administrative estoppel and constitutes a tacit agreement to its validity and legal effect. The silence following receipt is legally deemed dishonor.

4. **Continued Foreclosure Threats Constitute Bad Faith, Conversion, and Constructive Fraud**

Despite the perfected tender and notice of resolution, Carrington continued to pursue or facilitate actions toward foreclosure, property conversion, or conveyance under color of debt. These acts, done without standing, proof of claim, or validation, violate **15 U.S.C. § 1692g**, **15 U.S.C. § 1635**, and **12 C.F.R. § 1026 (Regulation Z)**. This behavior constitutes **constructive fraud**, **bad faith negotiation**, and **wrongful dishonor** of a tendered financial instrument.

5. **Violation of Due Process and Fiduciary Obligations**

Carrington has failed to provide full disclosure, proper chain of title, original wet-ink contract, or proof of standing as the real party in interest, violating **Federal Rules of Civil Procedure Rule 17**, as well as obligations under **TILA**, **RESPA**, and **GAAP** accounting standards. Its failure to adhere to basic fiduciary responsibilities violates the foundational duties of **loyalty**, **transparency**, and **honor** required in all commercial relationships.

6. **Existence of Fraudulent Securitization or Third-Party Profiteering**

Upon information and belief, the underlying mortgage instrument has been **securitized**, **sold**, or **repledged** into pooled mortgage-backed securities (MBS), and any claim by Carrington or its agents is now moot, void, and extinguished by operation of law. These violations of **15 U.S.C. § 78f**, **12 U.S.C. § 2605**, and **UCC Article 9** nullify any assertion of interest, and this renders Carrington's role a fraud upon the court and the public trust.

Legal Authority and Framework for Default

1. **Uniform Commercial Code (UCC) Governing Tender, Acceptance, and Dishonor**

The Promissory Note tendered to Carrington Mortgage Services, LLC constitutes a negotiable instrument under **UCC § 3-104**. The offer to satisfy the alleged debt via said instrument falls under the provisions of **UCC § 3-310(b)(1)** (effect of instrument on obligation) and **§ 3-603(b)** (tender of payment). Once a proper tender is made, and no valid objection or return is issued, the obligation is considered discharged by operation of law.

The failure to respond or dishonor within the timeframe specified under **UCC § 3-501** constitutes dishonor and default. Retention of the instrument without rebuttal constitutes tacit agreement and estoppel.

2. **Truth in Lending Act (TILA) and Right of Rescission**

Under **15 U.S.C. § 1635(b)** and **Regulation Z**, the borrower has the right to rescind a mortgage transaction when full disclosure was not made, or when a security interest is being enforced absent lawful process. Carrington has failed to disclose the status of any sale, assignment, or securitization of the loan, and has concealed material facts that impair the borrower's rescission rights.

3. **Real Estate Settlement Procedures Act (RESPA)**

Carrington's actions are in breach of **12 U.S.C. § 2605(e)**, which mandates a timely and complete response to a Qualified Written Request (QWR) and proof of claim. No such accounting or validation was provided. This constitutes a statutory violation and forfeiture of any assumed legal standing.

4. **Federal Debt Collection Practices Act (FDCPA)**

Carrington, acting as a third-party servicer or transferee without standing or lawful ownership, is governed by **15 U.S.C. § 1692g**. The failure to verify the debt, combined with continued collection activity, violates the FDCPA and subjects the entity to both civil and administrative penalties under federal law.

5. **Banking and Securities Law — Securities Exchange Act Violations**

Should Carrington have securitized or pledged the mortgage into any secondary instrument, it triggered requirements under the **Securities Exchange Act of 1934**, including **15 U.S.C. § 78l (Registration)** and **§ 78f (National Securities Exchanges)**. The concealment of such securitization or sale while continuing to collect as if the creditor constitutes fraud and securities violations, particularly if no beneficial interest remains with Carrington.

6. **Equity and Constitutional Due Process**

Carrington's continued claims absent standing, disclosure, or contract validation violates the **due process clause** of both the **Fifth and Fourteenth Amendments**. Operating under color of law while failing to establish chain of title, real party in interest, or valid assignment creates an unlawful taking, deprivation of property without due process, and constructive fraud.

7. **Estoppel by Acquiescence and Constructive Notice**

Through certified mailing, Carrington has been given **lawful notice** and an **opportunity to cure**. Their silence and failure to return the tendered note or respond constitute **estoppel by acquiescence**, **tacit procurement**, and **dishonor by operation of law** under commercial and administrative procedure. Any future attempt to enforce collection or initiate foreclosure is therefore barred.

Declaration of Administrative Default and Demand for Cessation of Action

1. **Failure to Rebut, Respond, or Return Tender Constitutes Default**

Carrington Mortgage Services, LLC was served by certified mail with lawful notice and a negotiable promissory instrument intended to tender, discharge, or otherwise resolve the purported debt obligation. Said tender was provided in good faith under the rules of commercial presentment pursuant to **UCC § 3-501**, and Carrington was given a commercially reasonable amount of time to accept, reject, or return said instrument with cause.

Carrington failed to:

- Return the promissory note,
- Provide any notice of dishonor, objection, or insufficiency,
- Supply any verifiable proof of claim,

- Disclose any present beneficial interest or lawful authority to collect.

Accordingly, under **UCC §§ 1-201(3), 3-502, and 3-603**, the failure to timely and appropriately respond constitutes **dishonor** and results in **administrative default by operation of law**.

2. Tacit Acquiescence and Presumptive Agreement

The continued possession of the promissory note, absent rebuttal, constitutes **tacit acquiescence**, **consensual accord**, and **estoppel by silence**. This invokes the commercial maxims of **qui tacet consentire videtur** — silence is deemed consent. Having failed to rebut or return the instrument, Carrington has admitted by action and default that the obligation has been satisfied or otherwise unenforceable.

3. Cease and Desist Demand for All Further Collection or Foreclosure

Based on the established administrative default, Carrington is hereby ordered to **cease and desist** from any further attempts to collect, enforce, foreclose, or otherwise impair Tyler-Jay: Stoesser-Calkins®'s property or equitable rights under false color of authority. No further contact, billing, third-party collections, legal filings, or communications are permitted absent verifiable cure and rebuttal under full commercial and constitutional liability.

4. Demand for Return of Security Instruments and Full Reconveyance

Carrington is required to:

- Return all original promissory notes and mortgage instruments,
- File a **full release of lien and reconveyance** with the appropriate county recorder,
- Cease any claims to title, security, or indebtedness against the referenced property,
- Provide a statement of account showing a \$0.00 balance.

Failure to comply will constitute continuing **willful fraud**, **malicious trespass**, **conversion**, and may result in both civil and criminal prosecution under relevant sections of Title 15, Title 18, and applicable UCC remedies.

5. Reservation of Rights

The undersigned fully reserves all rights under **UCC § 1-308**, **UCC § 1-103**, the **Common Law**, the **Constitution for the United States of America**, and **all inherent unalienable rights**, including the right to seek civil and criminal redress through lawful remedy and administrative process. No joinder, agency, suretyship, or waiver is implied.

Constructive Fraud, Security Violations, and Return of Equitable Title

1. Constructive Fraud by Omission, Misrepresentation, and Withholding of Material Facts

Carrington Mortgage Services, LLC engaged in *constructive fraud* by:

- Failing to disclose the full nature of the loan transaction, including the securitization of the promissory note,

- Failing to inform the alleged borrower that the original note was sold, transferred, or otherwise monetized and pooled into a mortgage-backed security,
- Continuing to collect on an alleged obligation that had been extinguished or converted into an investment contract without legal notice, consent, or authority.

Under **Black's Law Dictionary**, constructive fraud arises where there is a breach of legal or equitable duty which, irrespective of moral guilt, the law declares fraudulent because of its tendency to deceive others. This includes breaches of fiduciary obligations and violations of truth-in-lending and securities law.

2. **Securities Violations Under Federal Law**

Carrington is potentially liable for violations under **15 U.S.C. § 78ff** and **17 C.F.R. § 240.10b-5**, relating to:

- Misrepresentation of material facts in the issuance and transfer of mortgage-backed securities,
- Use of fraudulent devices and schemes to obtain unjust enrichment from securitized obligations,
- Non-disclosure of investment interest by third-party trustees or certificate holders of REMIC trusts.

Additionally, the failure to register certain transactions or disclose beneficial ownership interests may further invoke violations under **15 U.S.C. § 78m** and related SEC regulations.

3. **Failure to Comply with Truth-in-Lending, RESPA, and Title 12 Requirements**

The note and mortgage did not provide full disclosure as required under the **Truth in Lending Act (TILA), Regulation Z, 12 U.S.C. § 2601 et seq. (RESPA)**, and **15 U.S.C. § 1601**.

- Carrington failed to properly identify itself as a servicer versus a holder in due course.
- Carrington did not respond to Qualified Written Requests (QWRs) or provide evidence of authority, as required under **12 U.S.C. § 2605**.

These acts constitute a pattern of deceptive practices and are actionable under both federal consumer protection statutes and common law.

4. **Breach of Trust and Unauthorized Retention of Equitable Title**

The original promissory note was delivered in trust to satisfy and discharge the alleged obligation. Carrington's refusal to return the instrument, coupled with its continued attempts to enforce a now-discharged obligation, constitutes:

- **Conversion,**
- **Unjust enrichment,**
- **Bad faith dealing,**
- **Interference with equitable and beneficial title.**

Under **UCC §§ 3-501, 3-603**, and equity law, a discharged note or instrument must be returned to the party tendering it. Carrington has no legal basis to retain, re-use, or securitize the instrument after acceptance or default.

5. **Demand for Full Reconveyance and Title Restoration**

In light of these breaches and defaults, Tyler-Jay: Stoeser-Calkins©™ demands:

- Immediate reconveyance of legal and equitable title to the property,
- Filing of a satisfaction of mortgage or release of lien in the public record,
- Restoration of all property rights and removal of any adverse claims.

Failure to comply will result in further legal and commercial actions, including liens, notices of claim, and filing with federal enforcement agencies.

Demand for Damages, Restitution, and Remedy under the Law

1. **Right to Equitable Relief and Legal Remedy**

Having exhausted good faith administrative processes, tendered lawful discharge instruments, and received no lawful rebuttal, Tyler-Jay: Stoeser-Calkins©™ now asserts his right to **remedy, restitution, and damages** under both common law and statutory authority, including but not limited to:

- **Restitution for unlawful enrichment** obtained through securitization, servicing, or collection of a discharged debt;
- **Equitable estoppel** against further enforcement actions based on fraudulent inducement and non-disclosure;
- **Cancellation of contract** and voiding of any lien, claim, or adverse interest created by fraud, misrepresentation, or lack of lawful authority.

2. **Damages for Constructive Fraud, Emotional Distress, and Economic Injury**

The continued attempts by Carrington to enforce an obligation that has been lawfully disputed, tendered, and defaulted constitute willful and malicious injury under color of law. Damages are hereby demanded as follows:

- **\$1,000,000.00 USD minimum** in compensatory and special damages for unlawful encumbrance, slander of title, misrepresentation, and conversion of private property;
- **\$500,000.00 USD** for emotional distress, invasion of privacy, and unlawful collection practices;
- **Punitive damages** to be determined, for continued willful misconduct, non-response to lawful notices, and failure to cure.

These figures are supported by analogous case law and statutory remedies under **15 U.S.C. § 1692k (Fair Debt Collection Practices Act)**, **12 U.S.C. § 2605(f) (RESPA)**, **15 U.S.C. § 1640 (TILA)**, and **UCC § 3-305, § 3-603**, among others.

3. **Mandated Return of Instruments and Cessation of Adverse Claims**

Carrington is hereby directed to:

- Return or destroy the original tendered promissory notes in full compliance with **UCC § 3-604(a)**;
- Issue and record a full satisfaction or release of mortgage in the county land records within 10 business days;
- Cease and desist any further collection, litigation, or enforcement action, directly or through any third-party agents.

Failure to comply will result in the filing of formal complaints with the **Consumer Financial Protection Bureau (CFPB)**, **Office of the Comptroller of the Currency (OCC)**, **Securities and Exchange Commission (SEC)**, and civil claims in appropriate jurisdiction.

4. **Demand for Full Accounting and Disclosure of Gains**

Tyler-Jay: Stoeser-Calkins® also demands:

- A complete **Certified Audit Trail** of all monetary instruments created, sold, or securitized in connection with the alleged obligation;
- Disclosure of all third-party beneficiaries, trustees, and certificate holders profiting from the transaction;
- Identification of all CUSIP/ISIN numbers and REMIC Trusts related to the mortgage.

Such disclosure is required under the **Truth in Lending Act**, **Securities Exchange Act**, and **fiduciary accounting standards** and shall be submitted within 21 days of this notice to cure.

5. **Reservation of Rights and Administrative Lien Capability**

Tyler-Jay: Stoeser-Calkins® reserves the right to file:

- **Commercial liens and UCC-1 Financing Statements**
- **Notices of Default and Dishonor** under **UCC § 3-505**
- **Private right of action under 42 U.S.C. § 1983** for deprivation of rights under color of law.

All rights reserved under **UCC § 1-308**, **Federal and State Constitutional Protections**, and **natural equity jurisdiction**.

Notice of Public Authorities, Regulatory Bodies, and Recorders

Pursuant to applicable state and federal law, and under the lawful right of notice to prevent fraud, protect equitable interests, and trigger agency oversight, the following parties are hereby formally noticed of the **default, constructive fraud, security violations, and unlawful enforcement attempts** perpetrated by Carrington Mortgage Services, LLC.

1. Consumer Financial Protection Bureau (CFPB)

As the federal agency tasked with enforcement of the **Truth in Lending Act (TILA)**, **RESPA**, and **Fair Debt Collection Practices Act (FDCPA)**, the CFPB is being notified of:

- Failure to validate or verify alleged debt (15 U.S.C. § 1692g);
- Refusal to acknowledge lawful tender of payment instruments;
- Continued unlawful enforcement activity after default.

To be sent to:

Consumer Financial Protection Bureau
P.O. Box 27170
Washington, DC 20038

2. Office of the Comptroller of the Currency (OCC)

As Carrington and its servicers are often operating under federal banking charters, the OCC is being formally notified of:

- Potential unsafe and unsound practices;
- Regulatory noncompliance regarding securitization and handling of notes;
- Fraudulent claim on real property assets without lawful accounting.

To be sent to:

Office of the Comptroller of the Currency
Customer Assistance Group
P.O. Box 53570
Houston, TX 77052

3. South Dakota Division of Banking & Financial Institutions

Given that the property and the secured party are domiciled in South Dakota, and that Carrington is engaged in financial activities across state lines, notice is hereby issued to the state's chief regulatory body to:

- Open an investigation into licensing, bonding, and consumer harm;
- Ensure that all mortgage-related activity complies with **SDCL § 54-14**, and other applicable South Dakota statutes.

To be sent to:

South Dakota Division of Banking
1601 N Harrison Avenue, Suite 1
Pierre, SD 57501

4. Securities and Exchange Commission (SEC)

Due to the conversion, bundling, and securitization of the underlying mortgage instrument into one or more REMIC trusts, the SEC is hereby placed on notice that:

- The private equity or trust vehicle servicing the note has refused to comply with accounting standards;
- Beneficiaries and investors are profiting from unlawful conversion of the original borrower's estate and equity without due process.

To be sent to:

U.S. Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

5. County Recorder — [Insert County Where Property Is Located]

A certified copy of this notice, and/or a summary affidavit of default and administrative dishonor, shall be recorded in the land records to:

- Provide public notice of the dispute;
- Preserve and protect Tyler-Jay: Stoesser-Calkins®'s equitable interest in the property;
- Prevent unlawful foreclosure or transfer via fraud or misrepresentation.

To be sent to:

[Insert Name] County Register of Deeds
[Insert Address of Local Recorder]
[Insert City, State ZIP]

6. U.S. Department of Justice — Mortgage Fraud Task Force

To the extent that misrepresentation, unlawful conversion, and securities fraud may involve a pattern or practice affecting multiple borrowers, the U.S. DOJ is hereby noticed and requested to investigate:

- Violations of 18 U.S.C. § 1341 (mail fraud), § 1343 (wire fraud), and § 1001 (false statements);
- Use of false accounting and unjust enrichment through asset-backed instruments.

To be sent to:

U.S. Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530-0001

Each of the above parties shall be provided a copy of this full notice, along with supporting exhibits (e.g., promissory note tender, affidavits, record of dishonor) via **certified mail with return receipt**. Proper mailing logs and Certificates of Service will be retained for evidence and lawful enforcement.

Verification by Affiant

I, **Tyler-Jay: Stoesser-Calkins®™**, a living man and Secured Party Creditor, do solemnly affirm that the foregoing Notice, including all Sections and attached Exhibits, is true, correct, and complete to the best of my knowledge, understanding, and belief. I affirm that the facts stated herein are made in good faith, based on firsthand knowledge, and with lawful intent. This declaration is executed without prejudice and with full reservation of all unalienable rights under **UCC 1-308** and **1-103.6**.

Executed by my hand this ____ day of _____, 2026

In the County of _____, State of South Dakota

By:

Tyler-Jay: Stoesser-Calkins®™

Secured Party / Claimant / Creditor

All rights reserved, without prejudice

UCC 1-308 / 1-103.6

Jurat (To Be Completed by Notary or Witness)

Subscribed and affirmed before me this ____ day of _____, 2026

by **Tyler-Jay: Stoesser-Calkins®™**, who appeared before me in good standing, and whose identity and living status was personally verified.

Affirmed and sealed on the date written above.

[SEAL]

Notary Public / Witness Name: _____

My Commission Expires: _____

State of: _____

County of: _____

Certificate of Mailing

I hereby certify that a true and correct copy of this **Declaration of Default, Demand for Remedy, and Notice of Violation** was mailed via **Certified Mail with Return Receipt** to the following parties on the ____ day of _____, 2026:

- **Carrington Mortgage Services, LLC**
1600 South Douglass Road, Suite 200-A
Anaheim, CA 92806
Certified Mail #: _____

- **Consumer Financial Protection Bureau (CFPB)**
P.O. Box 27170
Washington, DC 20038
Certified Mail #: _____
- **Office of the Comptroller of the Currency (OCC)**
Customer Assistance Group
P.O. Box 53570
Houston, TX 77052
Certified Mail #: _____
- **South Dakota Division of Banking**
1601 N Harrison Avenue, Suite 1
Pierre, SD 57501
Certified Mail #: _____
- **Securities and Exchange Commission (SEC)**
100 F Street, NE
Washington, DC 20549
Certified Mail #: _____
- **[Insert County] Register of Deeds**
[Insert County Address]
[Insert City, State ZIP]
Certified Mail #: _____
- **U.S. Department of Justice – Mortgage Fraud Task Force**
950 Pennsylvania Avenue NW
Washington, DC 20530-0001
Certified Mail #: _____

A complete mailing log with return receipt tracking numbers is retained for evidentiary purposes and administrative enforcement.

Executed by:

Tyler-Jay: Stoesser-Calkins®, without prejudice

UCC 1-308