

3. In light of Defendant's offer to settle this matter, there is no dispute or cause of action before this court.
4. If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge ... IC 26-1-3.1-603 (b) PA
5. Defendant has *TR 12 (b) 6*
6. In light of Defendant's offer to settle, Plaintiff has no standing to state a claim upon which relief can be granted (TR 12 (b) 6).
7. Defendant hereby tenders payment in full in exchange for the original Note and Mortgage.

WHEREFORE, Defendant moves the court to dismiss this cause for failure to state a claim upon which relief can be granted.

In the alternative, Defendant moves the court to ORDER Plaintiff to produce the ORIGINAL WET-INK SIGNATURE (not a copy) Note and Mortgage, along with chain of custody documentation within ten (10) days, and submit said documents for authentication via forensic examination by a qualified document expert, to protect Defendant and to facilitate speedy settlement of any and all lawful claims against said property without further court action. I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.

(Signed) _____
 Eric Brown
 1734 E. 46th St.
 Indianapolis, In 46205

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served upon the following opponent of record by mail or before the date of filing.

Robert S. Kruszynski
 Unterberg & Associates
 8050 Cleveland Place
 Merrillville, IN 46410

and/or in person

 Eric ~~Brown~~ Date

Eric W. Brown
1734 E. 46th St.
Indianapolis, In 46205

Lawrence J. Kemper,
Fredric Lawrence,
James E. Shinaver,
John B. Flatt
Nelson & Frankenberger, P.C.
3105 E. 98th St., Suite 170
Indianapolis, IN 46280

Re:
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2006-WL3
CAUSE NO. 49D12-1307-MF-027003

UNKNOWN LOAN NUMBER (does not appear on Note or Mortgage)

To whom it may concern:

I am currently prepared to settle all valid claims against me, my estate, and my home located at 1734 E. 46th St. Indianapolis, In 46205.

Please be aware that I have a fiduciary duty to the source of the funds that has been made available to me. As such, I must make absolutely sure that everything is in order before the funds can be released.

Please provide me with:

1. A current payoff statement valid through September 30, 2013.
2. The original Note and Mortgage with all assignments or transfers.
3. Chain of custody documentation from origination to present date evidencing and identifying the party who has the right to enforce the subject Note and Mortgage.

Please make the above material available within 10 days and provide a time and place to allow my forensic document examiner to authenticate and approve everything in order for closing to be set up.

Sincerely,

Date _____

Verified Affidavit

Comes now the Affiant, being of age and having first hand knowledge of the facts stated herein and declares:

1. That on _____, I made an offer to settle all valid claims against my estate and home located at 1734 E. 46th Street, Indianapolis, Indiana 46205. Said offer is attached to my Motion to Dismiss as exhibit "A".
2. I stand ready, willing and able to satisfy in full any valid claim by Plaintiff pursuant to my offer.
3. I affirm under penalty of perjury the foregoing is true and correct.

Further Affiant sayeth naught,

_____ Date: _____

Eric W. Brown

Attested:

STATE OF INDIANA
COUNTY OF _____) ss

Before me personally appeared the affiant, to me well known or proven by proper identification, and acknowledged to and before me that he executed said instrument under penalty of perjury for the purposes therein expressed.

Notary Public STATE OF INDIANA

Resident of _____ County

My Commission Expires:

Seal

§ 3603. Tender of payment.

(a) **Applicability of contract law.**--If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) **Effect of refusal of tender of payment.**--If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) **Obligation to pay interest discharged.**--If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

II Corinthians 13:1 witness (2) for affidavit