STATE OF INDIANA

COUNTY OF MARION

DEUTSCHE BANK NATIOAL TRUST
COMPANY, AS TRUSTEE FOR LONG BEACH
MORTGAGE LOAN TRUST

PLAINTIFF

vs

PERIC BROWN; ET AL

DEFENDANT

IN THE SUPERIOR COURT OF
MARION COUNTY
INDIANA

CAUSE NO. 49D12-1307-MF- 027003

CAUSE NO. 49D12-1307-MF- 027003

CAUSE NO. 49D12-1307-MF- 027003

(A)

DEFENDANT

DEFENDANT

IN THE SUPERIOR COURT OF
MARION COUNTY
INDIANA

(A)

CAUSE NO. 49D12-1307-MF- 027003

(A)

(A)

(B)

(B)

(CAUSE NO. 49D12-1307-MF- 027003

MOTION TO DISMISS

Pennsylvande

Come now Eric Brown, sui juris, named as Defendant in the above styled action, and as and for this MOTION TO DISMISS, shows the court as follows:

Defendant is not schooled in the law or legal procedures and has not been admitted to the practice of law by the supreme court of the state of Indiana. Therefore, the materials herein must be read and construed liberally per Haines Kerner, 404 US 30, 50-521 (1980) and Conley v. Gibson, 355 US 41 (1957).

This court has a responsibility and a lawful duty to protect any and all my constitutional and statutory rights, whether known or unknown to me, per United States v. Lee 106 US 196, 220 (1882) and Boyd v. United States 116 US 616, 635 (1886).

Defendant hereby moves the court, per T.R. 9.1(D) and R.E. 201(d), to take judicial notice of the above as well as the following, and Defendant thereto awaits any written instructions from the court on the form and content it may require over and above that which Defendant presents in order to take judicial notice for my benefit:

- 1. Defendant has made a bone fide offer to settle the above captioned claim by way of payment in full. (see attached exhibit A)
- 2. Defendant will exchange payment in full, for the original note and mortgage, provided all relative assignments, endorsements, chain of

custody documentation as to ownership and right to enforce the subject Note and Mortgage can be verified as the authentic, original instruments.

	ettle this matter, there is no dispute or cause of action
S Defendant's offer to S	ettle this matter, there is no dispute
3. In light of Defendant's said	
before this court.	is made to a person entitled
The der of payment of an oblig	ation to pay an instrument is made to a person entitled
to enforce	\bigcirc
to emoree	IC 26-1-3.1-603 (b) #A
the instrument and the tender is	refused, there is discharge IC 26-1-3.1-603 (b)
the instrument	3-603 B & C
5. Defendant has	settle, Plaintiff has no standing to state a claim upon R 12 (b) 6).
5. Defendant has6. In light of Defendant's offer to	o settle, Plaintill lias no standard
1 · 1. moliet can be grafficu (1	16 12 (-)
t anders pay	ment in full in exchange for the original Note and
7. Defendant hereby tenders pay	
Mortgage.	
	ourt to dismiss this cause for failure to state a claim upon
WHEREFORE, Defendant moves the co	ourt to dismiss this cause for range
which relief can be glained.	on DED Plaintiff to produce the Oldon
In the alternative, Defendant moves the	Lete and Mortgage, along with chain of custody
WET-TNK SIGNATURE (HOLA COPY)	designation via localistic designation via localistic
documentation within tell (10) days, and	to repeat Defendant and to facilitate speedy
examination by a quantied document of	against said property without further court action. that the foregoing representation(s) is (are) true.
I affirm under the penalties for perjury.	that the foregoing representation(s) is (are) true.
1 amm, american	
	(Signed)
	(Signed) Eric Brown
	1734 E. 46 th St.
	Indianapolis, In 46205
CERTIFICATE OF SERVICE	
The send and made and boundary contified that a	copy of the foregoing was served upon the following
opponent of record by mail of or before	
7	
Robert S.Kruszynski	and on m person
Unterberg & Ass ociates	
8050 Cleveland Place	
Merrillville, IN 46410	
1, 11	Eric Brown Date
	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

DEUTSCHE BANK NATIOAL 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.

Date	
	Date

Verified Affidavit

	V	erified Affidavit of age and having first hand know	a of the facts stated herein
		s and having first hand know	ledge of the res
Come	s now the Affiant, being o	of age and maxims	
and declares:			
1.	That onestate and home located attached to my Motion to	, I made an offer to sat 1734 E. 46 th Street, Indianapoli of Dismiss as exhibit "A".	settle all valid claims against my s, Indiana 46205. Said offer is
2.	I stand ready, willing and offer.	d able to satisfy in full any valid cl	aim by Plaintiff pursuant to my
3.	I affirm under penalty o	f perjury the foregoing is true an	d correct.
		Further Afflant sayeth naught,	
			Date:
		Eric W. Brown	
Attested:			
STATE OF I	NDIANA		
COUNTY O	F) ss	
	e me personally appeare edged to and before me the ein expressed.	d the affiant, to me well known on the description of the executed said instrument under the control of the con	or proven by proper identification ander penalty of perjury for the
*			
Notary Public S	STATE OF INDIANA		
Resident of	County		<u>_</u>
My Commi	ission Expires:		

- \$ 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
- 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 person, there is discharge, to the extent of the amount of the refused, there is discharge, to the extent of accommodation party tender, of the obligation of an indorser or accommodation party tender, a right of recourse with respect to the obligation to which the tender relates.
- 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 entitled to pay interest after the due date on the amount 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 (orinthiams 13:11 witness (2) for affidavil