

AFFIDAVIT NOVATION

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT, AND NOTICE TO THE AGENT IS TO THE PRINCIPAL.

I Latrell Shonta Germany/ agent, here on behalf of LATRELL SHONTA GERMANY/ principal. I hereby accept all Titles, All Rights, All Interest, and Guaranteed Equity owed to principal LATRELL SHONTA GERMANY. I hereby instruct Spire to apply the Principal Balance of the account [REDACTED] that I have with this establishment and for each and all billing cycles for set-off. Please apply this tender of payments of endorsements to all future bills is to be accepted as payments to the accounts. The principal balance can be deposited in the account list:

According to the bill of exchange section 16 states of the bill of exchange as a written, unconditional order from one person to another to pay a sum of money. The bill must be signed by the person giving it and can be addressed to a specified person, to bearer, or to the order of a specified person. The payment can be made on demand or at a fixed or determinable future time. The principal can be deposited in the account listed:

Routing [REDACTED] Account#: [REDACTED]

The Federal Reserve Act section 16 Notes Issues and section 16 Application for notes, Section 13. 1,) RECEIPT OF DEPOSITS AND COLLECTIONS – STATES:

Any Federal reserve bank may receive from any of its member banks, or other depository institutions, and from the United States, deposits of current funds in lawful money, national-bank notes, Federal reserve notes, or checks, and drafts, payable upon presentation, or other items, and also, for collection, maturing notes and bills; or, solely for purposes of exchange or of collection, may receive from other Federal reserve banks deposits of current funds in lawful money, national-bank notes, or checks upon other Federal reserve banks, and checks and drafts, payable upon presentation within its district, or other items, and maturing notes and bills payable within its district; or, solely for the purposes of exchange or of collection, may receive from any nonmember bank or trust

company or other depository institution deposits of current funds in lawful money, national-bank notes, Federal reserve notes, checks and drafts payable upon presentation or other items, or maturing notes and bills: Provided, Such nonmember bank or trust company or other depository institution maintains with the Federal reserve bank of its district a balance in such amount as the Board determines taking into account items in transit, services provided by the Federal Reserve Bank, and other factors as the Board may deem appropriate; Provided further, That nothing in this or any other section of this Act shall be construed as prohibiting a member or nonmember bank or other depository institution from making reasonable charges, to be determined and regulated by the Board of Governors of the Federal Reserve System, but in no case to exceed 10 cents per \$100 or fraction thereof, based on the total of checks and drafts presented at any one time, for collection or payment of checks and drafts and remission therefor by exchange or otherwise; but no such charges shall be made against the Federal reserve banks.

8. Advances to member banks on promissory notes

Any Federal reserve bank may make advances for periods not exceeding fifteen days to its member banks on their promissory notes secured by the deposit or pledge of bonds, notes, certificates of indebtedness, or Treasury bills of the United States, or by the deposit or pledge of debentures or other such obligations of Federal intermediate credit banks which are eligible for purchase by Federal reserve banks under section 13a of this Act, or by the deposit or pledge of bonds issued under the provisions of subsection (c) of section 4 of the Home Owners' Loan Act of 1933, as amended; and any Federal reserve bank may make advances for periods not exceeding ninety days to its member banks on their promissory notes secured by such notes, drafts, bills of exchange, or bankers' acceptances as are eligible for rediscount or for purchase by Federal reserve banks under the provisions of this Act, or secured by such obligations as are eligible for purchase under section 14(b) of this Act. All such advances shall be made at rates to be established by such Federal reserve banks, such rates to be subject to the review and determination of the Board of Governors of the Federal Reserve System. If any member bank to which any such advance has been made shall, during the life or continuance of such advance, and despite an official warning of the reserve bank of the district or of the Board of Governors of the Federal Reserve System to the contrary, increase its outstanding loans secured by collateral in the form of stocks, bonds, debentures, or other such obligations, or loans made to members of any organized stock exchange, investment house, or dealer in securities, upon any obligation, note, or bill, secured or unsecured, for the purpose of purchasing and/or carrying stocks, bonds, or other investment securities (except

obligations of the United States) such advance shall be deemed immediately due and payable, and such member bank shall be ineligible as a borrower at the reserve bank of the district under the provisions of this paragraph for such period as the Board of Governors of the Federal Reserve System shall determine: Provided, That no temporary carrying or clearance loans made solely for the purpose of facilitating the purchase or delivery of securities offered for public subscription shall be included in the loans referred to in this paragraph.

10. Regulation by Board of Governors of discounts, purchases and sales

The discount and rediscount and the purchase and sale by any Federal reserve bank of any bills receivable and of domestic and foreign bills of exchange, and of acceptances authorized by this Act, shall be subject to such restrictions, limitations, and regulations as may be imposed by the Board of Governors of the Federal Reserve System.

11. National banks as insurance agents or real estate loan brokers

That in addition to the powers now vested by law in national banking associations organized under the laws of the United States any such association located and doing business in any place the population of which does not exceed five thousand inhabitants, as shown by the last preceding decennial census, may, under such rules and regulations as may be prescribed by the Comptroller of the Currency, act as the agent for any fire, life, or other insurance company authorized by the authorities of the State in which said bank is located to do business in said State, by soliciting and selling insurance and collecting premiums on policies issued by such company; and may receive for services so rendered such fees or commissions as may be agreed upon between the said association and the insurance company for which it may act as agent; and may also act as the broker or agent for others in making or procuring loans on real estate located within one hundred miles of the place in which said bank may be located, receiving for such services a reasonable fee or commission: Provided, however, That no such bank shall in any case guarantee either the principal or interest of any such loans or assume or guarantee the payment of any premium on insurance policies issued through its agency by its principal: And provided further, That the bank shall not guarantee the truth of any statement made by an assured in filing his application for insurance.

Also, which brings me to negotiable instruments: negotiable instruments

Negotiable instruments are mainly governed by state [statutory](#) law. Every state has adopted [Article 3 of the Uniform Commercial Code \(UCC\)](#), with some modifications, as the law governing negotiable instruments. The UCC defines a [negotiable instrument](#) as an unconditioned writing that promises or orders the payment of a fixed amount of money. Drafts and [notes](#) are the two categories of instruments. A draft is an instrument that orders a payment to be made. An example is a [check](#). A note is an instrument that promises that a payment will be made. [Certificates of deposit \(CD's\)](#) are notes. Drafts and notes are commonly used in business transactions to finance the movement of goods and to secure and distribute loans. To be considered negotiable an instrument must meet the requirements stated in Article 3. Negotiable instruments do not include money, payment orders governed by [Article 4A \(fund transfers\)](#) or to [securities](#) governed by [Article 8 \(investment securities\)](#).

The rule of derivative title, which is applicable in most areas of the law, does not allow a [property](#) owner to transfer rights in a piece of property greater than his own. If an instrument is negotiable this rule is suspended. A [good faith purchaser](#), who does not have any knowledge of a defect in the title or claims against it, takes title to the instrument free of any defects or claims. In relation to the suspension of the rule of derivative title, Article 3 provides for [warranties](#) to protect the parties in transactions involving negotiable instruments.

Checks are negotiable instruments but are mainly covered by Article 4 of the UCC. See also [Banking Law](#). Secured transactions may contain negotiable instruments but are predominantly covered by Article 9 of the UCC. See also [Secured Transactions](#). If there is a conflict between the Articles of the UCC both Article 4 and 9 govern over Article 3.

The [United Nations Convention on International Bills of Exchange and International Promissory Notes](#) would preempt

U.S. Code 1692a

(1)The term “[Bureau](#)” means the [Bureau of Consumer](#) Financial Protection.

(2)The term “[communication](#)” means the conveying of information regarding a [debt](#) directly or indirectly to any person through any medium.

(3)The term “[consumer](#)” means any natural person obligated or allegedly obligated to pay any [debt](#).

(4)The term “[creditor](#)” means any person who offers or extends credit creating a [debt](#) or to whom a [debt](#) is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a [debt](#) in default solely for the purpose of facilitating collection of such [debt](#) for another.

(5)The term “[debt](#)” means any obligation or alleged obligation of a [consumer](#) to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.

(6)The term “[debt collector](#)” means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any [debts](#), or who regularly collects or attempts to collect, directly or indirectly, [debts](#) owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any [creditor](#) who, in the process of collecting his own [debts](#), uses any name other than his own which would indicate that a third person is collecting or attempting to collect such [debts](#). For the purpose of [section 1692f\(6\) of this title](#), such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests. The term does not include—

(A)any officer or employee of a [creditor](#) while, in the name of the [creditor](#), collecting [debts](#) for such [creditor](#);

(B)any person while acting as a [debt collector](#) for another person, both of whom are related by common ownership or affiliated by corporate control, if the person acting as a [debt collector](#) does so only for persons to whom it is so related or affiliated and if the principal business of such person is not the collection of [debts](#);

(C)any officer or employee of the United [States](#) or any [State](#) to the extent that collecting or attempting to collect any [debt](#) is in the performance of his official duties;

(D)any person while serving or attempting to serve legal process on any other person in connection with the judicial enforcement of any [debt](#);

(E)any nonprofit organization which, at the request of [consumers](#), performs bona fide [consumer](#) credit counseling and assists [consumers](#) in the liquidation of their [debts](#) by receiving payments from such [consumers](#) and distributing such amounts to [creditors](#); and

(F)any person collecting or attempting to collect any [debt](#) owed or due or asserted to be owed or due another to the extent such activity (i) is incidental to a bona fide fiduciary obligation or a bona fide escrow arrangement; (ii) concerns a [debt](#) which was originated by

such person; (iii) concerns a debt which was not in default at the time it was obtained by such person; or (iv) concerns a debt obtained by such person as a

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Missouri,
Saint Charles County

On _____ before me, _____, personally appeared Latrell Shonta Germany, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Missouri Republic that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)