

From/Claimant(s): Kevin Walker, *Authorized Representative*

Real Private IRR Trust

c/o 30650 Rancho California Road #406-251

Temecula, California [92591]

Non-domestic *without* the United States

kevinwalker1917@gmail.com

*** NOTICE TO AGENT IS NOTICE TO PRINCIPAL ***
*** NOTICE TO PRINCIPAL IS NOTICE TO AGENT ***

*** SELF-EXECUTING CONTRACT AND SECURITY AGREEMENT ***

Date: April 6, 2025

To/Respondent(s): Martin Conroy, Susan Turner,

Bruce W. Quinn, Susan L. Quinn, Fiduciary(ies)

c/o **Q2 Management LLC and SAILFISH POINT REALTY LLC**

1648 South East Sailfish Point boulevard

Stuart, Florida [34996]

martinconroy33480@gmail.com, susan.Turner@corcoran.com

**AFFIDAVIT OF PERFECTED SECURITY INTEREST,
EQUITABLE CLAIM, AND DEMAND FOR LAWFUL DEED
OF CONVEYANCE**

I, **Kevin: Walker**, a living man, over the age of majority, being competent to testify and having **first hand knowledge** of the facts herein **declare (or certify, verify, affirm, or state)** under penalty of perjury under the laws of the **United States of America** that the following is true and correct, to the best of my understanding and belief, and in **good faith**:

I. AFFIANT'S STATUS AND LAWFUL INTEREST

1. I am a duly appointed **Executor and Authorized Representative** of the **Real Private IRR Trust**, a private, non-statutory, irrevocable trust.
2. I act solely on behalf of said Trust, which is the **Secured Party of Record** and **Holder in Due Course** in connection with a private commercial transaction involving the real property commonly known as:

3016 SE Dune Drive, Stuart, Florida 34996

Parcel No.: 083842019000000503
3. On or about **March 28, 2025**, the Trust lawfully tendered a **valid and unconditional negotiable instrument** in the amount of **Forty-Five Million Dollars (\$45,000,000.00) USD**, constituting full consideration for the purchase of the subject property.

4. Said instrument was **delivered in good faith, in equity, and with clean hands**, and was never returned, dishonored, or rejected. Performance occurred when the property was removed from the market on or about **April 1, 2025**, thereby confirming **acceptance by conduct** pursuant to **UCC §§ 2-204, 2-206, and 3-303**.

II. PERFECTED SECURITY INTEREST

5. The **Real Private IRR Trust** has lawfully perfected its security interest by filing **UCC-1 Financing Statements** in multiple jurisdictions, including:

- **Florida Secured Transaction Registry**
- **Nevada Secretary of State – UCC Division**

A copy of the Florida UCC-1 Filing, Reference No. xxxxxxxxxxxxxx, and the Nevada UCC-1 Filing, Reference No. **2025464820-9**, are attached hereto as **Exhibits F and G**, respectively, and are incorporated herein by reference as if fully set forth.

6. Said filings give actual and constructive notice to all parties that the Trust holds a **lawful and superior commercial and equitable claim** in all instruments, agreements, proceeds, rights, and collateral connected to the subject property.
7. The Trust's interest arises from its position as **Holder in Due Course** under **UCC § 3-302** and **Secured Party** under **UCC §§ 9-509, 9-601-625**.

III. NOTICE OF UNREBUTTED COMMERCIAL RECORD

8. On or about April 5, 2025, a prior affidavit titled "**Affidavit of Perfected Security Interest, Equitable Claim, and Demand for Lawful Deed of Conveyance**" was duly executed and served upon the relevant parties via electronic mail and Registered Mail, including any known agents, trustees, title companies, and brokers associated with the subject property.
9. As of the date of this present affidavit, **no lawful rebuttal, objection, or challenge** to the claims made in that affidavit has been received.

10. Pursuant to the maxims of law, **“What is un rebutted is accepted as truth,”**
and **silence when there is a duty to speak constitutes fraud.** The un rebutted
affidavit stands as lawful truth and evidentiary support in any public or
private proceeding

IV. EQUITY, PEACE, GOOD FAITH, AND NOTICE TO REBUT

11. **All actions undertaken by the Affiant and the Trust have been conducted
in equity, in peace, and with clean hands.** All notices have been lawfully
served, and no rebuttal has been received from the property owner, agents, or
any other party.

12. **Silence and failure to object constitute tacit agreement and estoppel.**
Unrebutted affidavits stand as truth in commerce, and acceptance by
performance completes the **contract.**

V. DEMAND FOR LAWFUL CONVEYANCE OF TITLE

13. Based on the above, the **Real Private IRR Trust** hereby makes formal
demand for the execution and delivery of a **lawful deed of conveyance,**
conveying title to:

‘Real Private IRR Trust, dated February 7, 2022’

14. Said deed shall take the form of a **Florida General Warranty Deed** or
equivalent lawful deed under Florida law and must be recorded in the
official land records of **Martin County, Florida,** no later than **April 11, 2025,**
as stipulated in the original offer (Exhibit A).

15. Said deed shall confirm and reflect the equitable and beneficial title already
vested by operation of law.

16. If additional documentation or reasonable closing documents are needed, the
Trust respectfully requests notice via email and/or registered or express mail
within three (3) days.

VI. RESERVATION OF RIGHTS AND NOTICE TO ALL PARTIES

17. Failure to comply or respond in good faith may result in the following:

- Filing of a **Quiet Title Action** to vest title in equity
- Initiation of **non-judicial or judicial foreclosure** by the Trust as Secured Party
- Filing of a **Lis Pendens** or other claim in the land records
- Assignment to the **U.S. Department of the Treasury** for commercial settlement and debt discharge under applicable federal statutes

18. This affidavit shall serve as **actual and constructive notice** to all parties claiming interest in the subject property and may be recorded or entered into public record as evidence of lawful tender, performance, acceptance, and demand.

VII. MAILBOX RULE, CONSTRUCTIVE NOTICE, AND REGISTERED MAIL

19. This affidavit and its enclosures are being transmitted via **registered United States mail** to the named parties and recipients.
20. Pursuant to the **Mailbox Rule**, also known as the **Postal Rule of Acceptance** recognized under **common law contract doctrine** and supported by **UCC § 1-202(d)**, a communication or instrument is considered legally effective and binding **at the time it is placed into the custody of the postal service**, not upon actual receipt by the recipient.
21. Accordingly, service and notice are deemed **complete and legally operative as of the date of mailing**, regardless of whether the receiving party chooses to open or acknowledge the correspondence.
22. The use of **registered mail** further establishes a record of mailing and delivery attempt, satisfies the requirements for **constructive notice**, and forms a **presumption of legal delivery** that may not be rebutted absent verifiable and admissible evidence to the contrary.
23. This affidavit and its accompanying offer, exhibits/enclosures, and demands shall therefore be considered **lawfully delivered, binding, and actionable** as of the date of registered mailing

VIII. OPERATION OF LAW: ESTOPPEL, RES JUDICATA, AND STARE DECISIS

24. This affidavit, along with the unrebutted '**Affidavit of Completed Sale, Discharge by Tender, and Vesting of Title in Real Private IRR Trust, with Demand for Grant Deed and Escrow Closure**', dated **April 5, 2025**, constitutes a final and binding commercial and equitable record. All parties have had sufficient notice, opportunity to respond, and legal duty to rebut or cure.
25. The failure of any opposing party to respond in law or equity within the provided time frame results in:
- **Estoppel by silence**, preventing later denial of the claims or interests expressed herein;
 - Application of **Res Judicata**, whereby this matter is conclusively settled in commerce, equity, and public notice, and may not be re-litigated or challenged by those who failed to respond;
 - Invocation of **Stare Decisis**, whereby the legal principles and unrebutted facts established in this matter must be upheld in any court or administrative venue, as consistent with equity, fairness, and commercial precedent.
26. **Any attempt to circumvent, suppress, or ignore this perfected interest, lawful demand, or unrebutted affidavit shall constitute fraud, bad faith, and unlawful conversion of trust-secured collateral.**
27. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke 10:17; Col. 3:25. "No one is above the law".
28. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to go against the mind."
29. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2; John 8:32; II Cor. 13:8) Truth is sovereign -- and the Sovereign tells only the truth.

30. TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT. (Lev. 5:4-5; Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).

31. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.** (12 Pet. 1:25; Heb. 6:13-15;). "He who does not deny, admits."

32. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN COMMERCE.** (Heb. 6:16-17;). "There is nothing left to resolve.

33. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. **Legal maxim:** "It is against equity for freemen not to have the free disposal of their own property."

34. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.** (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong when he can occasions it."

Executed "*without the United States*" in compliance with **28 USC § 1746.**

FURTHER AFFIANT SAYETH NOT.

COMMERCIAL OATH AND VERIFICATION:

County of Riverside)

) Commercial Oath and Verification

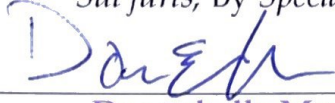
The State of California)


I, Kevin Walker, under my unlimited liability and Commercial Oath proceeding in good faith being of sound mind states that the facts contained herein are true, correct, complete and not misleading to the best of Affiant's knowledge and belief under penalty of International Commercial Law and state this to be his Affidavit of Truth regarding same signed and sealed this 6th day of April in the year of Our Lord two thousand and twenty five:

All rights reserved without prejudice and without recourse, UCC § 1-308, 3-402.

By: 
Kevin Walker, Executor, Beneficiary & Authorized Representative

Let this document stand as truth before the Almighty Supreme Creator and let it be established before men according as the scriptures saith: *"But if they will not listen, take one or two others along, so that every matter may be established by the testimony of two or three witnesses."* Matthew 18:16. *"In the mouth of two or three witnesses, shall every word be established"* 2 Corinthians 13:1.

Sui juris, By Special Limited Appearance,
By: 
Donnabelle Mortel (WITNESS)

Sui juris, By Special Limited Appearance,
By: 
Corey Walker (WITNESS)

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Enclosures/Exhibits:

- **Exhibit A** – Signed Offer dated March 28, 2025
- **Exhibit B** – Email response dated March 28, 2025, at 11:21 AM.
- **Exhibit C** – Email response dated March 28, 2025, at 11:37 AM.
- **Exhibit D** – Email response dated March 29, 2025, at 11:28 AM.
- **Exhibit E** – Evidence of subject property taken off market on 04/01/2025
- **Exhibit F** – Florida UCC-1 Filing, Reference No. xxxxxxxxxxxxxxxx (copy)
- **Exhibit G** – Nevada UCC-1 Filing, Reference No. 2025464820-9 (copy)
- **Exhibit H:** Affidavit of Completed Sale, Discharge by Tender, and Vesting of Title in Real Private IRR Trust, with Demand for Grant Deed and Escrow Closure, dated April 5, 2025.

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PROOF OF SERVICE:

STATE OF CALIFORNIA)
) ss.
COUNTY OF RIVERSIDE)

I competent, over the age of eighteen years, and not a party to the within action. My mailing address is the Walkernova Group, care of: 30650 Rancho California Road suite #406-251, Temecula, California [92591]. On April 7, 2025, I served the within documents:

1. AFFIDAVIT OF PERFECTED SECURITY INTEREST, EQUITABLE CLAIM, AND DEMAND FOR LAWFUL DEED OF CONVEYANCE.
2. Attachments/Exhibits A through H.

By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses listed below by placing the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepared. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail in Riverside County, California, and sent via Registered Mail with a form 3811.

Martin Conroy, Susan Turner, Bruce W. Quinn, Susan L. Quinn,
Fiduciary(ies)
c/o Q2 Management LLC and SAILFISH POINT REALTY LLC
1648 South East Sailfish Point boulevard
Stuart, Florida [34996]
Registered Mail #RF775820771US

On April 6, 2025, I served the within documents by **Electronic Service**. Based on a court order and/or an agreement of the parties to accept service by electronic

transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

Martin Conroy, Susan Turner, Bruce W. Quinn, Susan L. Quinn,
Fiduciary(ies)
c/o Q2 Management LLC and SAILFISH POINT REALTY LLC
1648 South East Sailfish Point boulevard
Stuart, Florida [34996]
martinconroy33480@gmail.com
susan.Turner@corcoran.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 6, 2025 in Riverside County, California.

/s/Chris Yarbra/
Chris Yarbra

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NOTICE:

Using a notary on this document does *not* constitute any adhesion, *nor does it alter my status in any manner*. The purpose for notary is verification and identification **only** and **not** for entrance into **any** foreign jurisdiction.

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JURAT:

State of California)
County of Riverside) ss.

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.

Subscribed and sworn to (or affirmed) before me on this 6th day of April, 2025 by Kevin Walker proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Joyti Patel, Notary public
Joyti Patel Seal:

