

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

**Real Private IRR Trust**

30650 Rancho California Road #406-251

Temecula, California [92591]

Non-domestic *without* the United States

[kevinwalker1917@gmail.com](mailto:kevinwalker1917@gmail.com)

**Date:** April 5, 2025

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

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

c/o SAILFISH POINT REALTY LLC and Q2 Management LLC

1648 South East Sailfish Point boulevard

Stuart, Florida [34996]

[martinconroy33480@gmail.com](mailto:martinconroy33480@gmail.com)

**Affidavit of Completed Sale, Discharge by Tender, and  
Vesting of Title in Real Private IRR Trust, with Demand for  
Grant Deed and Escrow Closure**

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**:

1. I am the *Authorized Representative, Executor, and Beneficiary* of **Real Private IRR Trust**, the party that made a binding offer to purchase real property located at:  
**3016 SE Dune Drive, Stuart, Florida 34996** ("the Property")
2. Said offer was transmitted on or about **March 28, 2025**, via email, and constituted an **unconditional commercial offer** for the full listed amount of **Forty-Five Million Dollars (\$45,000,000.00 USD)**. A copy of said accepted offer is attached hereto as **Exhibit A**.
3. The offer specified:
  - No contingencies
  - Funding available for immediate closing

- A valid and enforceable tender of value
- Delivery of instrument as negotiable and unconditional under UCC § 3-104 and UCC § 3-303

### I. EVIDENCE OF ACCEPTANCE

4. The offer was received by **Martin Conroy and/or Susan Turner**, with the following conduct evidencing acknowledgment and acceptance:
  - **Email responses** were received from Martin Conroy on **March 28, 2025 at 11:21 AM, 11:37 AM**, and again on **March 29, 2025 at 11:28 AM**, indicating interest and proposing a Zoom discussion to proceed.
  - On or about **April 1, 2025**, the Property was **removed from the market** without explanation, reflecting **intent to proceed with the transaction** and material reliance on the value tendered. Copy of said emails attached hereto as **Exhibits B, C, and D** respectively).
5. No formal **rejection, revocation, nor counteroffer** has been issued by the seller or their agent as of the date of this affidavit.

### II. COMMERCIAL AND EQUITABLE ACCEPTANCE

6. Based on the above:
  - A **meeting of the minds** occurred
  - **Value was tendered and accepted**
  - And **no defects, objections, or denials** were made
7. Accordingly, a **binding contract** was formed per:
  - **UCC § 2-204 & 2-206** – Contract formation by conduct
  - **UCC § 3-303 & § 3-104** – Value given by negotiable instrument
  - **General law of offer and acceptance**

### III. EQUITY, INTENT, AND LAWFUL CONSIDERATION

8. This affidavit and the transaction it memorializes are offered and maintained in the spirit of **peace, honor, and equity**, not in controversy, coercion, or adversarial action. The undersigned proceeds with **clean hands**, in

accordance with the maxims of equity, which state: — “He who comes into equity must come with clean hands.” “Equity regards that as done which ought to be done.” “Equity will not suffer a wrong to be without a remedy.”

9. In this matter, **lawful and valuable consideration** was tendered in good faith in the form of a **negotiable instrument**, executed and delivered without defect, and without any conditional terms or demand for future performance from the receiving party. The instrument carried full value, was complete and unconditional, and meets the requirements of enforceability under **UCC § 3-303** and **§ 3-104**.

10. The withdrawal of the property from the open market, combined with the recipient's acknowledgment and intent to move forward, constitutes **equitable acceptance** and **reliance** upon the consideration offered.

11. As no objection, defect, or dishonor was timely communicated, and no return or rejection of the instrument occurred, the **value and equitable interest have lawfully transferred**, and the undersigned now seeks only peaceful resolution and confirmation of what has already occurred in fact and in law.

12. This Affidavit is not intended to initiate conflict, but to preserve peace, protect interest, and perfect equity.

#### IV. DISCHARGE OF OBLIGATION AND REQUEST FOR COMPLETION

13. The undersigned affirms that, by operation of law and commercial principle, a **valid and lawful discharge of the obligation** has occurred. The **negotiable instrument tendered** represents **full settlement and satisfaction** of the purchase obligation pursuant to:

- **UCC § 3-303** – Value has been given
- **UCC § 3-603** – An obligation is discharged upon tender of payment and no dishonor
- **31 U.S.C. § 5118** – Debts must be discharged dollar-for-dollar

- **HJR 192 of 1933 (Public Law 73-10)** – All debts, public and private, are to be discharged without demand for lawful money

**14.** Said instrument was delivered with intent to settle, and its acceptance by conduct, retention, and silence constitutes **commercial and equitable finality**. No further demand or burden remains on the undersigned or the trust represented.

**15.** Should the recipients of this affidavit require any additional paperwork, clarification, or documentation to complete the closing or conveyance of title, they are hereby instructed and respectfully requested to notify the undersigned via registered mail or express courier within three (3) calendar days of receipt of this affidavit.

**16.** Failure to do so will establish a **presumption of completion**, satisfaction, and full discharge of all obligations, and may trigger additional administrative, commercial, or judicial remedy as outlined above.

## **V. DECLARATION OF BENEFICIAL INTEREST AND NOTICE**

**17.** I, Kevin Walker, as *Authorized Representative* of the **Real Private IRR Trust**, do hereby declare that:

1. The Property and its related contractual interest are now held **in trust** for the benefit of the purchasing party
2. **Title, right, and interest** are hereby claimed under **equity, commerce, and good faith**
3. A **UCC-1 Financing Statement** may be filed, and foreclosure or **quiet title proceedings** may follow if necessary to enforce this equitable interest.
4. The negotiable instrument remains **valid, active, and accepted**, and shall be treated as a **binding financial instrument** and offer to settle.

**VI. DEMAND FOR DISCLOSURE:**

18. I, Kevin Walker, as *Authorized Representative* of the **Real Private IRR Trust**, hereby respectfully demand, under law and equity, a full disclosure of the following within **three (3) calendar days**:

1. **Whether the instrument was received by escrow, title, or any third-party intermediary;**
2. **Whether the instrument has been submitted, endorsed, monetized, or presented for settlement in any public or private capacity;**
3. **Whether any proceeds, credits, or transactional value have been derived or issued from said instrument by any party.**

**VII. TITLE TO BE TAKEN IN TRUST AND GRANT DEED REQUIREMENT**

19. As stipulated in the original offer dated **March 28, 2025** (attached hereto as **Exhibit A**), the title to the real property located at **3016 SE Dune Drive, Stuart, Florida 34996** is to be conveyed and recorded in the name of the following trust:

**"Real Private IRR Trust, dated February 7, 2022"**

20. The seller and/or any authorized agent, title company, or escrow representative is hereby placed on notice that the **Grant Deed** for said property shall name the above trust as grantee and titleholder, and the deed **shall be duly executed and filed no later than April 11, 2025**, in accordance with the **closing date stipulated in the binding offer** (Exhibit A).

21. Failure to timely file and deliver said Grant Deed naming the correct trust may constitute:

- **Breach of contract**
- **Bad faith in commerce**

- **Obstruction of equitable performance**
- And will trigger any and all available remedies previously noticed, including **foreclosure, quiet title, and fiduciary assignment of performance** to a third party, including but not limited to the **Department of the Treasury**.

22. This section is made in peace, honor, and good faith for the proper and lawful completion of an agreement already accepted and settled in fact and in law.

**VIII. FAILURE TO RESPOND AND/OR PERFORM IN GOOD FAITH AND EQUITY: ENFORCEMENT AND RESERVATION OF RIGHTS**

23. Should no good faith response be received within **three (3) calendar days** from the date of this notice, Claimant reserves the right to exercise the following lawful, equitable, and commercial remedies:

- **File a UCC-1 Financing Statement** identifying **Real Private IRR Trust** as the **Holder in Due Course** pursuant to **UCC §§ 3-302 and 3-306**, and as the **Secured Party** in accordance with **UCC § 9-509(a)**, thereby placing all parties on **constructive notice** of the perfected commercial security interest in the transaction, the tendered instrument, and all proceeds, property, rights, and collateral arising therefrom;
- **Pursue non-judicial or judicial foreclosure proceedings** to enforce or recover the secured value or real property interest, as permitted under **UCC §§ 9-601 through 9-625**, and other applicable creditor and property laws of the State of Florida;
- **Initiate a quiet title action** in the appropriate venue to remove any **clouds, encumbrances, or adverse claims** against the subject property due to the un rebutted contractual obligation and established acceptance under commercial and equitable law;
- **Provide**, if absolutely necessary, supporting instruments and documentation in the form of **IRS Forms 1099-A, 1099-OID, 1099-C, and Form 1041-V**, to support any final reconciliation, offset, or settlement by fiduciary agents or

departments. However, these forms **should not be required** under law, as the instrument previously tendered constitutes **valid and lawful discharge by operation of law**, pursuant to **HJR 192 (Public Law 73-10), 31 U.S.C. § 5118, 12 U.S.C. §§ 411–414, and UCC § 3-603.**

24. If no lawful, verified rebuttal or objection is received within the prescribed response period, the subject property located at 3016 SE Dune Drive, Stuart, Florida 34996 shall be deemed unequivocally transferred, conveyed, and acquired by the beneficiary trust,

**Real Private IRR Trust, without further delay or requirement for consent,** by operation of contract, commercial law, equity, and estoppel.

25. Said transfer shall be presumed as complete and binding, and any contrary claim, interest, or failure to perform shall be construed as waiver, dishonor, or breach, enforceable through administrative, commercial, and judicial remedy.

26. These actions shall be taken in equity, with clean hands, and with the full reservation of rights by the undersigned, who proceeds peacefully and in honor

### **IX. ESTOPPEL, RES JUDICATA, AND STARE DECISIS**

27. By the conduct, silence, and failure to reject the tendered instrument or express objection to the offer, and by removing the property from the market and expressing interest via multiple written communications, the parties to whom the offer was directed are now subject to:

1. **Equitable Estoppel** – wherein no party may now deny, contradict, or reverse the clear acceptance and benefit derived from the offer without committing fraud in equity;
2. **Res Judicata** – in that the matter has been finalized by agreement of the parties, with all essential terms satisfied, and any future attempts to dispute the same shall be barred as previously settled;



1           **3. Stare Decisis** – whereby all subsequent decisions, filings, and  
2           proceedings shall rest upon the established fact that a valid and  
3           binding commercial agreement has been entered into and acted upon  
4           by both parties.

5           These doctrines operate concurrently with UCC principles and maxims of  
6           equity, ensuring that the commercial and contractual record created by this  
7           affidavit and the accompanying exhibits remains final, settled, and  
8           enforceable unless rebutted by verified sworn affidavit and evidence to the  
9           contrary

10           **X. MAILBOX RULE, CONSTRUCTIVE NOTICE, AND**  
11           **REGISTERED MAIL**

12           28. This affidavit and its enclosures are being transmitted via **registered United**  
13           **States mail** to the named parties and recipients.

14           29. Pursuant to the **Mailbox Rule**, also known as the **Postal Rule of**  
15           **Acceptance** recognized under **common law contract doctrine** and  
16           supported by **UCC § 1-202(d)**, a communication or instrument is  
17           considered legally effective and binding **at the time it is placed into the**  
18           **custody of the postal service**, not upon actual receipt by the recipient.

19           30. Accordingly, service and notice are deemed **complete and legally operative**  
20           **as of the date of mailing**, regardless of whether the receiving party chooses  
21           to open or acknowledge the correspondence.

22           31. The use of **registered mail** further establishes a record of mailing and  
23           delivery attempt, satisfies the requirements for **constructive notice**, and  
24           forms a **presumption of legal delivery** that may not be rebutted absent  
25           verifiable and admissible evidence to the contrary.

26           32. This affidavit and its accompanying offer, exhibits/enclosures, and demands  
27           shall therefore be considered **lawfully delivered, binding, and actionable** as  
28           of the date of registered mailing



- 1 33. **ALL ARE EQUAL UNDER THE LAW.** (God's Law - Moral and Natural  
2 Law). Exodus 21:23-25; Lev. 24: 17-21; Deut. 1; 17, 19:21; Mat. 22:36-40; Luke  
3 10:17; Col. 3:25. "No one is above the law".
- 4 34. **IN COMMERCE FOR ANY MATTER TO BE RESOLVED MUST BE**  
5 **EXPRESSED.** (Heb. 4:16; Phil. 4:6; Eph. 6:19-21). -- **Legal maxim:** "To lie is to  
6 go against the mind."
- 7 35. **IN COMMERCE TRUTH IS SOVEREIGN.** (Exodus 20:16; Ps. 117:2;  
8 John 8:32; II Cor. 13:8 ) Truth is sovereign -- and the Sovereign tells only  
9 the truth.
- 10 36. **TRUTH IS EXPRESSED IN THE FORM OF AN AFFIDAVIT.** (Lev. 5:4-5;  
11 Lev. 6:3-5; Lev. 19:11-13; Num. 30:2; Mat. 5:33; James 5: 12).
- 12 37. **AN UNREBUTTED AFFIDAVIT STANDS AS TRUTH IN COMMERCE.**  
13 (12 Pet. 1:25; Heb. 6:13-15);. "He who does not deny, admits."
- 14 38. **AN UNREBUTTED AFFIDAVIT BECOMES THE JUDGEMENT IN**  
15 **COMMERCE.** (Heb. 6:16-17);. "There is nothing left to resolve.
- 16 39. **WORKMAN IS WORTHY OF HIS HIRE.** The first of these is expressed in  
17 Exodus 20:15; Lev. 19:13; Mat. 10:10; Luke 10"7; II Tim. 2:6. **Legal maxim:** "It  
18 is against equity for freemen not to have the free disposal of their own  
19 property."
- 20 40. **HE WHO LEAVES THE BATTLEFIELD FIRST LOSES BY DEFAULT.**  
21 (Book of Job; Mat. 10:22) -- **Legal maxim:** "He who does not repel a wrong  
22 when he can occasions it."

23 //

24 //

25 //

26 //

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

28 **FURTHER AFFIANT SAYETH NOT.**

**COMMERCIAL OATH AND VERIFICATION:**

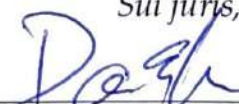
County of Riverside )  
) Commercial Oath and Verification  
The State of California )


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 5th 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:   
Donabelle Mortel (WITNESS)

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

//

//

//

**Exhibits / Enclosures:**

- **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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//



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 **SAILFISH POINT REALTY LLC and Q2 Management LLC**  
1648 South East Sailfish Point boulevard  
Stuart, Florida [34996]  
[martinconroy33480@gmail.com](mailto:martinconroy33480@gmail.com)  
[susan.Turner@corcoran.com](mailto: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 5, 2025** in Riverside County, California.

/s/Corey Walker/  
Corey Walker

//

**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.

//

**JURAT:**

State of Riverside )  
County of California ) 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 5th 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  
print  
Joyti Patel Seal:

