

HOLD HARMLESS AND INDEMNITY AGREEMENT

Number 7018 0360 0000 9764 9172

Non-negotiable – Private between the parties

PARTIES:

DEBTOR:
JOSEPH C HEFFERNAN© trade-name
[REDACTED]
AKRON, OHIO [44312]

Secured Party:
Joseph C Heffernan©
C/O [REDACTED]
AKRON, OHIO Republic, near [44312]
non-domestic



...and any and all derivatives and variations in the spelling of said name.

Debtor's Social Security Account Number: [REDACTED]

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into on 05-23-18, between the juristic person: "JOSEPH C HEFFERNAN©" and any and all derivatives and variations in spelling of said name, hereinafter jointly and severally "Debtor"; except "Joseph C Heffernan ©" the living, breathing, flesh-and-blood man, known by the distinctive appellation Joseph C Heffernan, hereinafter "Creditor".

For valuable consideration, Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

Defined Glossary of Terms

As used in this Hold Harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstante:

Appellation: In this Hold Harmless and Indemnity Agreement, the term "appellation" means a general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh and-blood man.

Conduit: In this Hold Harmless and Indemnity Agreement, the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor such as goods and

services via the name, "JOSEPH C HEFFERNAN©", also known by any and all derivatives and variations in the spelling of said name of Debtor except all derivatives and variations in the spelling of the name of "Joseph C Heffernan©", Creditor.

Creditor: In this Hold Harmless and Indemnity Agreement, the term "Creditor" means "Joseph C Heffernan ©" and all derivatives and variations in the spelling of the name of " Joseph C Heffernan©".

Debtor: In this Hold Harmless and Indemnity Agreement, the term "Debtor" means " JOSEPH C HEFFERNAN ©", also known by any and all derivatives and variations in the spelling of said name excepting " Joseph C Heffernan©" and all derivatives and variations in the spelling of the name of "Joseph C Heffernan©".

Derivative: In this Hold Harmless and Indemnity Agreement, the word "derivative" means Coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

Ens legis: In this Hold Harmless and Indemnity Agreement, the term "ens legis" means a creature of the law; an artificial being such as a corporation, considered as deriving its existence entirely from the law as contrasted with a natural person.

Hold Harmless and Indemnity Agreement: In this Hold Harmless and Indemnity Agreement, the term "Hold Harmless and Indemnity Agreement" means this Hold Harmless and Indemnity Agreement No. 7018 0360 0000 9764 9172 as this Hold Harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re: this Hold Harmless and Indemnity Agreement attached " JOSEPH C HEFFERNAN© ("In this Hold Harmless and Indemnity Agreement, " JOSEPH C HEFFERNAN©" means " JOSEPH C HEFFERNAN©" and any and all derivatives and variations in the spelling of said name except " Joseph C Heffernan©" and all derivatives and variations in the spelling of the name " Joseph C Heffernan ©", Common Law Copyright © 2018 by " Joseph C Heffernan©", All Rights Reserved.")

In this Hold Harmless and Indemnity Agreement, the term " Joseph C Heffernan©" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Joseph C Heffernan© and all derivatives and variations in the spelling of the name " Joseph C Heffernan©" All rights are reserved, re: use of " Joseph C Heffernan©". Autograph Common Law Copyright © 2018.

Juristic person: In this Hold Harmless and Indemnity Agreement, the term "juristic person" means an abstract, legal entity *ens legis* such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being such as Creditor.

"From the earliest times, the Law has enforced rights and exacted liabilities by utilizing a corporate concept by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed has been justified, qualified, and defined are the subject matter of a very sizeable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through is now the familiar device of the corporation --- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And the none the worse for it. No doubt. Metaphors in law are to be narrowly watched." Cardozo, J., in *Berkey v. Third Avenue R. Co.*, 244 N.Y. 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U.S. v. SCOPHONY CORP. OF AMERICA*, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

"Observation: A person has a property right in the use of his or her name which a person may transfer or assign." *Gracey v. Maddin*, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).

Living, breathing, flesh-and-blood man: In this Private Agreement, the term "living, breathing, flesh-and-blood man means the Creditor " Joseph C Heffernan©", a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person created by construct of law.

Non obstante: In this Private Agreement, the term "*non obstante*" means words anciently used in public and private instrument with the intent of precluding in advance any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellow men without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S.E.. 70. (Cited for reference only)

Sentient, living, being: In this Private Agreement, the term "sentient, living being" means the Creditor, i.e. " Joseph C Heffernan©", a living, breathing, flesh-and-blood man, as distinguished from an abstract, legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

Transmitting Utility: In this Hold Harmless and Indemnity Agreement, the term "transmitting utility" means a 'commercial transmitting utility: i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. ©JOSEPH C HEFFERNAN

UCC: In this Hold-harmless and Indemnity Agreement, the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. 7018 0360 0000 9764 9172 is dated 05-23-18.

SIGNATURES

FILED

**OHIO SECRETARY OF STATE
#OH00221679418**

FILED

**U.S. DEPT. OF THE TREASURY
#7018036000009797654824**

Debtor: JOSEPH C HEFFERNAN©

JOSEPH C HEFFERNAN

Debtor's Printed Signature

Creditor accepts Debtor's signature in accord with UCC § 1-201(39), 3-401(b).

Creditor: Joseph C Heffernan©

Joseph C Heffernan

Creditor's Signature - Autograph Common Law Copyright© 2018
By: Joseph C Heffernan©. All Rights Reserved.
ERRORS & OMISSIONS EXCEPTED

ACKNOWLEDGEMENT

NOTARY SEAL of the STATE OF OHIO



CYNTHIA A. MOORE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-14-2019

Cynthia A. Moore

