

**POST-FORECLOSURE**

**GUIDE**

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***-***

This Post-Foreclosure Package will restore ownership of your property via administrative procedure. The package includes 7 documents sent in four (4) rounds of communication. Each Round has a group of documents that are to be mailed out to the shyster bank (debt collectors) and/or alleged creditors who claimed your property under false pretenses.

**PACKAGE CONTENTS**

**Item # - Recipient/Addressee - Title of Item**

Letter 1 - (A) FNM & Shyster Bank - Affidavit Claim and Demand and (B) Addendum of Agencies

Letter 2 - Secretary of State - Consumer Complaint

Letter 3 - U.S. District Court - Federal Criminal Case

Letter 4 - Attorney General Criminal Investigation Request with Copy of Letter 2 & 3

Letter 5 - U.S. Department of Treasury - Claim, Constructive and Legal Notice

Letter 6 - Superior Court - Lis Pendens with Certificate of Service

Letter 7 - I.R.S. - Form(s) 1041, 1066, 1099-A, 1099-OID with Cover Letter

**ROUND 1**

Send Letter 1 with Addendum of Agencies to Fannie Mae and Shyster Bank.

Timeframe: 30 days

**ROUND 2**

Send Letter 1 with header changed to “Fault in Dishonor” to give shyster bank notice there has been an insufficient or lack response to your first presentment

Send Letter 2, 3, 4, 5 to entity on each document

Timeframe: 10 days

**ROUND 3**

Send Letter 1 with header changed to “Default Notice Opportunity to Cure” to give the shyster bank (debt collector) one last notice there has been an insufficient or lack response to your first and second presentments. Due process is now complete.

Timeframe: 10 days

**ROUND 4**

Send Letter 1 with header changed to “Estoppel By Acquiescence Notice” to inform the shysters you received no response to the Default Notice and lists the terms and conditions to which they have agreed by their silence. Timeframe: 10 days

**INSTRUCTIONS, CAVEATS AND RECOMMENDATIONS RED font on the documents require your information.**

1. Letter Paper (8.5x11) is acceptable. Legal Paper (8.5 x14) is better. Legal Size documents fit perfectly in

10" x 15" Envelopes.

2. Autograph (signature) - add your autograph seal of your first and middle names (**first-middle**) on your documents in **gold** and put a red thumb print over your **gold** autograph

3. Write “Refused for cause” with Red ink on their offer. Refused for cause is defined in UCC 3-501(3)(ii) as refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

4. Certified Mail is sent from fiction to fiction, Notary to fiction, democracy to democracy, domestic.

5. Registered Mail is sent from man to man, living to living, republic to republic, republic to democracy, international

6. Witnesses or Notary: choose one, do not use both and stick with the same version throughout your process.(a) Witness Service Affirmation Under Notary Seal - This affirmation can be used with a Notary who takes the oath from your independent third party witness. (b) Service Affirmation Under Seal of Two Witnesses - This affirmation can be used with two witnesses instead of a Notary. Notary - Use if you wish. A notary is only for doing Acknowledgements and Jurats. Do not use them to witness and mail the documents. Use the notary to take the Oath or Affirmation from the witness that the documents were mailed.

7. Flag on your docs indicates jurisdiction (war or peace)

8. Coat of Arms or Seal on your docs is your protective emblem of your family or tribe. Include it if you have one.

9. Cancelled postage stamp not only establishes you as the postmaster of the contract but constitutes a cross-claim. Using the stamp process on documents presents your adversaries with a problem because their jurisdiction is subordinate to that of the UPU, which you have now invoked for your benefit. The result in practice of doing this is that whenever those who know what you are doing are recipients of your documents with autographed stamps they back off. If they do not, take the matter to the US Postmaster to deal with. If he will not provide you with your remedy, take the matter to the UPU for them to clean up.

10. You may send documents FREE with a Tax Percue Label. Write “RETURN RECEIPT REQUESTED” on the envelope in red if tax percue is used. Do not take to the postal clerk. Deposit directly in the mailbox found inside of the post office.

First Class U.S. Mail NO POSTAGE Statutory Non-Domestic Fully Pre-Paid NECESSARY

12 Stat.at Law, Ch. 71, Sec 23 IF MAILED Federal Offense to collect additional postage IN THE

18 USC 1726 “without the United States” UNITED STATES

**SPECIAL NOTES**

A. Letter 1: (1) Write CONFIDENTIAL on the envelope above the recipient's name. (2) Send via Certified

Mail or Registered Mail with the Restricted Delivery option checked and green return receipt or Tax Percue.

B. Letter 3: Place envelope inside a priority mail with verbiage: First Class Mail Enclosed (there will be a charge but it’s worth it to start a federal case for $6.00

C. Combine Notary with Cancelled Stamp: use of a notary combined with the cancelled postage stamp (and sometime Embassy stamps) gives you a priority mechanism. Everything is commerce, and all commerce is contract. The master of the contract is the post office, and the UPU is the supreme overlord of the commerce, banking, and postal systems of the world. Use of these stamps in this manner gets the attention of those in the system to whom you provide your paperwork. It makes you the master of that post office. Use of the stamp is especially important when dealing with the major players, such as the FBI, CIA, Secret Service, Treasury, etc. They understand the significance of what you are doing. Many times they hand documents back to someone using this approach and say, “Have a good day, sir.” They don’t want any untoward repercussions coming back on them.

**Letter 1A - Affidavit Claim and Demand as the Creditor**

**NOTICE OF CLAIM AND GRIEVANCE/RESOLUTION REQUEST**

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

Today’s Date

Timothy J. Mayopoulos, CEO, FNMA

3900 Wisconsin Ave NW Washington, DC 20016

Via Certified U.S. Mail #:

Name, CEO, Mortgage Company Name

Company Address

NMLS ID # [I found this on the mortgage website]

Via Certified U.S. Mail #:

RE: Alleged Account Number: [Mortgage Account #]; Property Address: [Your home address]; Tax ID: [Property Tax ID]; MIN: [Search for

MERS # on https:/[/www.mers-servicerid.org/sis/index](http://www.mers-servicerid.org/sis/index)]; Your County Circuit Court Case No.: [Foreclosure Case No]

I have discovered your habitual and extensive abuses with home loans and mortgage transactions associated with the above regarding. With the information I absorbed, the following has come to my attention:

1. The loan was personal.

2. The Note was never transferred to REMIC, thus it was not secured.

3. I was an investor and I want my proceeds.

4. Home was paid for with the Mortgage Default Insurance.

5. I never abandoned my property, however, I rescind my consumer application due to unconscionable transaction, per 12 CFR Part 1026 (Regulation Z) 15(a)(2). Now you’re in FTC and SEC Fraud.

6. By reporting anything but “debt is paid in full” you are open to lawsuit under the FDCPA.

7. I am the depositor and true creditor for this account, therefore you never risked any of your assets at any time AND you failed to provide disclosure.

Instead of reporting your Tax Fraud and over 19 counts of Title 18 crimes to the proper authorities exposing everyone involved to pay punitive, general, exemplary and special damages regarding the unlawful foreclosure, it would be beneficial if you return the property, my investment and damages you owe.

**Self-Executing Contract**

Co-Respondents voluntarily agree to report the account in the above Regarding to all credit bureaus as “paid as agreed” AND Repudiate Case No. [Foreclosure Court Case #] AND Reconvey the property to Claimant AND Compensate Claimant damages in the amount of $40,000,000.00 or .999 troy ounce in silver by certified mail within thirty (30) days from the date on this notice.

Equality under Law is PARAMOUNT and MANDATORY by Law. Silence equates to tacit agreement. It is my wish to resolve the matter without reporting or taking legal actions. However, your failure to respond in writing and comply within thirty (30) days I shall pursue all illegalities pursuant to the TRUTH-IN-LENDING ACT (TILA) §1602, §1635; U.C.C. ARTICLE 8 - INVESTMENT SECURITIES (1994)› PART 5. SECURITY ENTITLEMENTS § 8-502., § 8-503., § 8-504., § 8-505., § 8-506., § 8-507., § 8-508., § 8-509 concurrently with Maryland Office of the Commissioner of Financial Regulation, IRS, SEC, OCC, Federal Reserve Board, FDIC and FDCPA § 1692 (e) (e(1-16)) (f) (f(1)) (f(6)) (g) (g(a)(1, 2, 3, 4)) (g(b)) ERROR RESOLUTION REQUEST UNDER 12 C.F.R. §1024.35, 12 CFR 226.39, Maryland Statutes Article §

3-105, 18 USC 1341, 18 USC 4, 15 USC 1692, 18 USC 287, 18 USC 1505, 18 USC 1623, 18 USC 1512, 18 USC 1021, 1028,1028a, 1038, over

19 counts of Title 18 crimes herein, including but not limited to: counterfeiting, conspiracy to defraud, illegal extortion of funds, breach of duty, commission and omission, defamation of character, false representation, fraud on the court, involuntary bankruptcy, mail fraud, purported credit limit, etc. This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly.

I, :First-Middle: Last, Claimant, Affiant with all rights reserved, having personal knowledge and competent to testify to the above facts and declare the foregoing is true, correct and under the penalty of perjury.

by: Notary ::First-Middle: Last, *Sui juris*

Your address

T: Your Telephone #

**Letter 1B - Addendum of Agencies**

ADDENDUM OF AGENCIES

TO:

Timothy J. Mayopoulos, CEO, FNMA

3900 Wisconsin Ave NW Washington, DC 20016

Via Registered U.S. Mail #:

Name, CEO, Mortgage Company Name

Company Address

NMLS ID # [I found this on the mortgage website]

Via Certified U.S. Mail #:



RE: Alleged Account Number: [Mortgage Account #]; Property Address: [Your home address]; Tax ID: [Property Tax ID]; MIN: [Search for

MERS # on https:/[/www.mers-servicerid.org/sis/index](http://www.mers-servicerid.org/sis/index)]; Your County Circuit Court Case No.: [Foreclosure Case No]

**U.S. Department of Treasury & FDIC**

Notice of Insurance Violation pursuant to 12 U.S.C. § 1709 Section (9)(C)(ii) - Insurance of mortgages

AND 12 U.S.C. § 3017 Section C - Bonds, debentures, notes and other evidences of indebtedness

**U.S. Securities and Exchange Commission**

REMIC Fraud Report

**I.R.S. / CID Washington DC**

IRS Form(s) 1041, 1066, 1099-A, AND 1099-OID

**Maryland Secretary of State, Notary Division for Investigation**

Investigation of Warranty Deed, Deed of Trust, Appointment of Substitute Trustee

**U.S. District Court**

Application for arrest warrants for offenses against the United States and equitable relief

**Maryland Attorney General**

Investigation of Breach of Oath, Power of Attorney, Securitization, Voidable Deed, Title 18 and Title 42 action violations

The agencies on this ADDENDUM will receive notice if/when you do not respond within 30 days of the date on the NOTICE OF CLAIM AND GRIEVANCE/RESOLUTION REQUEST.

by:

:First-Middle: Last, *Sui juris*

Your address

T: Your Telephone #

**Letter 2 - Secretary of State - Consumer Claim (Complaint)**

Secretary of State

Attn: Notary Division for investigation

Via Email: dlInvestigations\_sos@Maryland.gov [find your state]

NOTICE OF CONSUMER COMPLAINT / DEMAND INVESTIGATION

RE: Loan Servicer: [name]; Alleged Account Number: [loan number]; Property Address: [property address]; Tax

ID:[tax id]; MIN: [mers number]; Court Case No.: [foreclosure case number]

Loan servicer committed multiples breach of contract acts, fraud by deception, “Assignment of Mortgage” is fraudulent and bogus, securing nothing. The Note and Mortgage were separated at settlement when CitiMortgage “nominated” MERS as “Mortgagee”, while the beneficiary under the note remained. Fraudulent Assignment voids the Mortgage.

CitiMortgage had no authority to foreclose on my property by filing titled “Records of Releases and Other Actions”. The crime in continuation and theft by deception included the Warranty Deed, Deed of Trust, Appointment of Substitute Trustee, all filed fraudulently to give CitiMortgage the appearance of authority to enforce the power of sale clause in the deed of trust. However, the bifurcated mortgage separated the paper promissory note from the paper security instrument rendering the Deed dead. The Deed of Trust

was rendered a nullity the instance MERS was named as the beneficiary because there was no lawful method to perfect the lien in another party’s name without that party being the owner/holder of the promissory note regardless of how many times they attempted assignments or transfer of the property I own, through their own actions they voided the Deed of Trust, the only enforcement tool to legally foreclose on the property.

CitiMortgage is nothing more than a third-party debt collector masquerading as the note holder and forcing sale of property not legally entitled to foreclosure doing so committed fraud upon the court and filed fraudulent financial statements in public records.

By: [your name & address]

CC: Sheriff, Police department, County Attorney, County Recorder

**Letter 3 - U.S. District Court - Federal Criminal Case**

Your Name Your Address United States

Official Business of the United States

Office of the Clerk

United States District Court

[federal court physical address]

Re: [Halina’s version] Official business of the United States

[Robb’s version: Information on offenses against the United States and equitable relief]

[Yvonne’s version: Application for arrest warrants for offenses against the United States and equitable relief

Clerk, take notice that I am informing you of offenses against the United States requiring arrest warrants issued, and that the Government of the United States provide equitable relief. I am the victim of a simulated legal process ongoing within the federal district of your state that makes the United States a party to a controversy and invokes the district courts federal question jurisdiction.

By use of false statements and omission of material facts individuals who falsely assume or pretend to act under the authority of the United States are simulating a legal process under color of law in an improper venue before a private tribunal that has no constitutional authority to adjudicate legal matters involving the people of the United States. Their scheme is to extort and embezzle my property (including the value from my one share of the public trust now held under Social Security Number XXX-XXX-XXXX). I have enclosed a recent illegitimate filing marked as Exhibit 1 filed with the clerk of a non-existent court under Case Number [case number]; upon which the numerous false statements and omission of material facts are self-evident; such as:

There is no State of [State] court named “DISTRICT COURT, [COUNTY] COUNTY, [STATE]”, [case number] was prosecuted in an improper venue. The judicial officers of this “court” have no authority under the Constitution, they have not been properly appointed or elected to adjudicate the law in [State].

2. [Mortgage Company] is not registered with the [State] Secretary of State and therefore has no legal standing. It is an unregistered legal fiction pretending to have authority to sue.

3. Attorney for Plaintiff is not authorized to practice in [State] if “Richard W. Johnston” is not so named upon the official Roll of Attorney for [State] ([State] Revised Statutes Title 12 Article 5)

4. Individuals listed as Defendants are not identified by their full name. [YOUR ALL CAP NAME] (Defendant) is not my full name and its use to identify in legal matters is identity theft and unlawful conversion.

Congress defined “full legal name” as part of the REAL ID Act in 6 CFR 37.3 as “an individual’s first name, middle name(s), and last name or surname” without use of initials or nicknames.” My accusers are not using their full legal names, or my full name so there is no way that 2016V311937 / 16 CV 31937 can be legal.

5. The Note and Mortgage were separated at settlement when the Lender, ORIGINAL FINANCIAL FUNDING CORPORATION “nominated” MERS as “Mortgagee”, while the beneficiary under the note remained ORIGINAL FINANCIAL FUNDING CORPORATION. SINGLE SPACE AND INDENTED, 2 FONTS SMALLER #10 FONT

Subject Mortgage was separated from the note at least once and remains separated, making the mortgage unenforceable, null, deficient, and illegal.

6. Plaintiff requests Judicial Notice of other decisions rendered by courts in other states that addressed statutes and traditions similar to Pennsylvania: The decision by the SUPREME COURT – STATE OF NEW YORK I.A.S. PART 37 – SUFFOLK COUNTY of March 28, 2012, in the case of GREEN TREE SERVICING LLC v LOPEZ states: “In any event, the affidavit is unclear as to which entity, MERS or Bank United, FSB, physically delivered the note to plaintiff so as to establish that plaintiff had physical possession of the note prior to commencement this action (see HSBC Bank USA v Hernandez, supra; Citimortgage, Illc. v Stosel, supra; Deutsche Bank Nat!. Trust CO. I’ Barnett, supra; Aurora Loall Serv, LLC v Weisbillm, 85 AD3d 95, 923 NYS2d 609 [2d Dopt 2011]; U.s. Balik, N.A. “Collymore, 68 AD3d 752, 890 NYS2d 578 [2d Dept 2009]). This is particularly important since the assignment only assigns the mortgage and there is no evidence that MERS initially physically possessed the note or had the authority from the lender to assign it. (emphasis added). (see Aurora Loan Services, LLC v Weisblum, supra).

THE SUPREME COURT - STATE OF NEW YORK - RICHMOND COUNTY decision of March 21, 2012 cited: “…….Nevertheless, there is no proof in the papers presently before the Court as to when the subject note was negotiated or transferred to plaintiff. As a result of this failure to establish that it was the [\*3] lawful holder of both the note (whether by delivery or assignment) and mortgage (emphasis added) prior to the commencement of this action, plaintiff has failed to sustain its burden of demonstrating its standing to commence this foreclosure action (see US Bank NA v. Sharif, 89 AD3d at 725; Deutsche Bank Natl Trust Co v. Barnett, 88 AD3d 636, 637-638 [2nd Dept. 2011]). Accordingly, defendants’ motion to dismiss is granted.” PNMAC Mortgage CO, L.L.C., Plaintiff v FRIEDMAN.

Landmark Nat'l Bank v. Kesler, 216 P.3d 158, 166-67 (Kan. 2009) ("[In the event that a mortgage loan somehow separates interests of the note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable").

the Decoupling Separation of the Note and Mortgage violates the long-standing precedence by the Supreme Court of the United States: in the ruling of Carpenter v. Longan, 83 U.S. 271 (1872): “The note and mortgage are inseparable;

...The mortgage can have no separate existence”.

7. PLAINTIFF alleges the Note owned by FANNIE MAE was not secured by the Mortgage owned by DEFENDANT [MORTGAGE COMPANY] LENDER ISSUED NO VALUE AND COMMITTED TORT OF FRAUDULENT DECEIT.

8. FRAUD BY DECEPTION. The “character” of the Mortgage, that these Mortgage Documents were to be investment securities as bonds or certificates, was not disclosed to PLAINTIFF or within the Mortgage and Note documents.

The evidence that FANNIE MAE (a Real Estate Mortgage Investment Conduit, a REMIC) is involved with the Loan (Exhibits E – MERS web shot, F – FANNIE MAE web shot, G–Credit Report, and H – AUDIT) are sufficient to ascertain that the note is securitized.NON-DISCLOSURE OF SECURITIZATION- The Mortgage contract does not

address bonds or certificates, nor indicate securitization of the Loan.

This Fraud removes the obligation for the Note to be repaid. UCC-3-305 Defenses and claims in recoupment. (a)General rule.--Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following:(1)a defense of the obligor based on… (iii)fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms; The holders of the bonds or certificates have no contract with the Plaintiff for repayment.

The LENDER has been paid by the investors and has suffered no loss.

This breach of contract voids the Mortgage. Breach of Contract, Paragraph 2 of the Mortgage contract:

Paragraph 2 of the recorded mortgage states the payments and proceeds would be applied against the interest then applied to the principle of the mortgage;

8. FRAUDULENT CONCEALMENT. DEFENDANTS defrauded PLAINTIFF of the funds earned through the securitization of the Loan by failing to apply the funds against amounts due as required in Paragraph 2 of the Mortgage. This Breach of Contract voids the Mortgage and Note. Breach of Contract, Paragraph 16 states the mortgage is governed by local laws. (RESEARCH THESE and LIST VIOLATIONS)

This Breach of Contract voids the Mortgage and Note. Breach of Contract, Paragraph 20 of the Mortgage contract:

Paragraph 20 specifically states that the mortgage and note would be transferred together, not separately.

9. The Note and Mortgage are owned by a minimum two separate and very different entities, ORIGINAL FINANCIAL FUNDING CORPORATION recorded as the Lender of the mortgage with MERS recorded as Nominee-Mortgagee-Agent, and the “Pool” (certificate/bond holders) owning the certificates/bonds of the Note, breaching Paragraph 20 of the Mortgage Contract.

This Breach of Contract voids the Mortgage and Note.

10. FRAUDULENT CONVEYANCE. “Assignment of Mortgage” is fraudulent and bogus, securing nothing as listed below. (When applicable)

11. Assignment of Mortgage was not from the unrecorded entity who actually owned the Loan secured by the mortgage. Any written assignment from MERS or ORIGINAL FINANCIAL FUNDING CORPORATION dated after is fraudulent and being recorded is recording fraud. (refer to state recording laws)

12. MERS could not assign the Mortgage without the authority of its Principal, whose agency expired when the

Mortgage Loan was transferred by (refer to state recording laws)

The recorded Assignments of Mortgage failed to attach enabling documentation authorizing said Assignments. “Assignment of Mortgage” in Paragraph 13 states that SECONDARY MORTGAGE, LLC purchased a Promissory Note payable to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (Exhibit C – Assignment 1). Plaintiff never signed such a Note.

There are two or more missing and un-recorded assignments of the mortgage previous to the cited recorded assignment in Paragraph 13 which are not revealed in any recorded assignment of mortgage.

Defendant MERS cannot assign an enforceable mortgage as neither Defendants MERS nor ORIGINAL FINANCIAL FUNDING CORPORATION own or possess the Note.

“Where the mortgagee has ‘transferred’ only the mortgage, the transaction is a nullity and his ‘assignee,’ having

received no interest in the underlying debt or obligation, has a worthless piece of paper.” 4 RICHARD R. POWELL, POWELL ON REAL PROPERTY, § 37.27[2] (2000).

13. MERS has no authority to transfer or assign any documents on its own authority by its own employees and is similar in nature as the Office of the Recorder of Deeds, with the exception that MERS is a private corporation and the transfers are hidden from the public, and there is little or no oversight for accuracy or compliance with local rules.

In a recent consent order by the OCC and other government and banking regulating agencies against MERS and MERSCORP: “In connection with services provided to Examined Members related to tracking, and registering residential mortgage loans and initiating foreclosures (“residential mortgage and foreclosure-related services”), MERS and MERSCORP:(a)have failed to exercise appropriate oversight, management supervision and corporate governance, and have failed to devote adequate financial, staffing, training, and legal resources to ensure proper administration and delivery of services to Examined Members; and (b)have failed to establish and maintain adequate internal controls, policies, and procedures, compliance risk management, and internal audit and reporting requirements with respect to the administration and delivery of services to Examined Members.(5) By reason of the conduct set forth above, MERS and MERSCORP engaged in unsafe or unsound practices that expose them and Examined Members to unacceptable operational, compliance, legal, and reputational risks.” OCC No. AA-EC-11-20

Board of Governors Docket Nos. 11-051-B-SC-1, 11-051-B-SC-2 FDIC-11-194b OTS No. 11-040 FHFA No. EAP-11-01 April 13, 2012

14. MERS does not qualify as a “Mortgagee”: 21 P. S. §711 “Mortgagee” includes any person, partnership, association, corporation, society, organization or fiduciary, holding a mortgage against real estate in a city or county of the first class, and entitled to payment of the mortgage debt, or the heir, legal representative, successor or assignee of any of the foregoing.”

15. MERS had never been entitled to payment of the note that secures the recorded mortgage: “When a state agency found that MERS is a Mortgage banker subject to license and registration requirements, MERS appealed to the Supreme Court of Nebraska and outlined its very limited role as nominee." Subsequently, counsel for MERS explained that MERS does not take applications, underwrite loans, make decisions on whether to extend credit, collect Mortgage payments, hold escrows for taxes and insurance, or provide any loan servicing functions whatsoever. MERS merely tracks the ownership of the lien and is paid for its services through membership fees charged to its members." Mortgage Electronic Registration Systems, Inc. v. Nebraska Department of Banking and Finance, 704 N. W.2d 784 (Neb.2005). "MERS argues that it does not acquire Mortgage loans and ... only holds legal title to members' Mortgages in a nominee capacity and is contractually prohibited from exercising any rights with respect to the Mortgages (i.e., foreclosure) without the authorization of the members. Further, MERS argues that it does not own the promissory notes secured by the Mortgages and has no right to payments made on the notes." Id. Emphasis added. "Documents offered during the Department hearing support the limited nature of

MERS' services." [d. Based on the explanation from MERS itself and documents presented by MERS and reviewed by the Supreme Court of Nebraska, it is undisputed that MERS serves in a very limited capacity and holds no substantive rights.” Aurora Loan Services, LLC, v Mendes da Costa, Collier County Florida, case No. 09-142-CA.

16. There is no legal definition from the legislature of Nominee Mortgagee or any derivative of that title or position in law or equity.

The rights, responsibilities, and limitations of “Nominee Mortgagee” are not disclosed or defined within the mortgage.

The assignments from MERS to any entity is done by MERS member banks’ employees using the title “vice

president of MERS” with no employment relationship with MERS according to testimony of Mr. Arnold, past President of MERS, in the hearings of the U.S. Senate of November 16, 2010 who appear as a signatory and Assistant Secretary of MERS on “Assignments of Mortgage” referred to in Paragraph 13 was not and is not authorized to act by any lawful official act or corporate resolution of MERS or to act in any MERS representative capacity whatsoever.

17. DEFENDANT [Mortgage Company] cannot be the holder of the note with the right to enforce the note and mortgage under U.C.C. §3-203 or Pennsylvania Statutes, as the transferor possessed no right of enforcement. 13 Pa. Cons. Stat. § 3203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER:(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.(b)Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.(emphasis added)

Such signatories or certifying officers were not and are not authorized by any applicable law to take any action on behalf of MERS, with regard to any documents recorded in the state bearing MERS name or on MERS behalf. Fraudulent Assignment voids the Mortgage.

The Note has been paid, the Mortgage was unnecessary.

U.S. SECURITIES REGULATIONS OF WHICH DEFENDANT BREACHED:

NASD Rule 3120, et al; NASD Rule 2330, et al;NASD Conduct Rules 2110, 3040, IM-2110-1, 3110, Procedural Rule 8210, 2330, IM-2330, NASD Systems and Programme Rules 6950 through 6957; 97-13 Bank Secrecy Act, Recordkeeping Rule for funds transfers and transmittals of funds, et al.

U.S. LAWS BREACHED:

Annunzio-Wylie Anti-Money Laundering Act; Anti-Drug Abuse Act; Applicable international money laundering restrictions, Bank Secrecy Act; Crimes, General Provisions, Accessory After the Fact [Title 18, USC]; Currency and Foreign Transactions Reporting Act; Economic Espionage Act; Hobbs Act; Imparting or Conveying False Information [Title 18, USC]; Maloney Act; Misprision of Felony [Title 18, USC](1); Money-Laundering Control Act; Money-Laundering Suppression Act; Organizational Crime Control Act of 1970; Perpetration of repeated egregious felonies by State and Federal public employees and their departments and agencies, which are

co-responsible with the said employees for ongoing illegal and criminal actions to sustain fraudulent operations and crimes in order to cover up criminal activities and high crimes and misdemeanors by present and former holders of high office under the United States; Provisions pertaining to private business transactions being protected under both private and criminal penalties [H.R. 3723]; Racketeer Influenced and Corrupt Organizations Act [R.I.C.O.], Securities Act 1933; Securities Act 1934; Terrorism Prevention Act

WHEREFORE Plaintiff has suffered serious Breaches in the Mortgage Contract, beginning with Fraud by

Non-disclosure at the inception. There are serious breaks in the chain of title. Neither Fannie Mae nor any interim Lender is referenced in the Assignments of Mortgage. The existing Assignments of Mortgage are from an entity with no interest in the Mortgage Note. The Note and Mortgage are owned by different and separate entities. The Lender was paid.

Plaintiff has been damaged by the cloud on the title of her property, negatively affecting the marketability of the title of her property. Plaintiff respectfully requests that this Honorable Court find in her favor and enter an Order a Void Judgement for [case number] and final judgment to that the defendants and their successors and assigns be forever

barred from asserting any right, lien, title or interest in the property inconsistent with the interest or claim of the

Plaintiff set forth in this complaint and any other relief the Court deems appropriate.

Clerk, I have provided you probable cause of offenses against the United States and demand you take action to suppress the offenders and provide equitable relief and protection from these belligerents.

“I declare under penalty of perjury that the foregoing is true and correct.”

Respectfully submitted and Executed on [date]

[Your name]

Letter 4 - Attorney General - Criminal Claim

[Your state] Attorney General

Address

RE: Criminal Claim against [CEO of FNMA] & [CEO of Loan Servicing Company], County

Recorders

Loan Servicer: [name]; Alleged Account Number: [loan number]; Property Address: [property address]; Tax ID:[tax id]; MIN: [mers number]; Court Case No.: [foreclosure case number]

Gentlemen,

I believe that I am the victim of an ongoing crime and believe there is substantial securities fraud as well as other crimes that have occurred.

After spending time studying financial matters, the law, and making inquiries of, and having discussions with, knowledgeable persons regarding the origination of the purported loan on the property; I have discovered that there has been, what appears to be, a counterfeit copy of the Mortgage Note presented as proof of claim by agents of the mortgage company (or

bank-whatever fits your situation) and attorneys working with them.

Demand Criminal Investigation for FNMA & [mortgage company]:

1. Failure to provide full disclosure to the Power of Attorney in their terms and conditions,

2. Failure to provide full disclosure to the Securitization of your mortgage deed and signator

3. Failure to provide full disclosure of the bonds attached to the deed of mortgage

4. Filing a deed (voidable deed) obtained through false representations concerning the property in order to misrepresent the condition of title and thereby induce the owner to allow the property to be foreclosed on [Seeger v. Odell (1941) 18 C2d 409]

Demand Criminal Investigation for County Clerk Fraud in [Your County]

4: Breach of Oath: [your county & state] are breaching their oath of office and violating the rights of the people, pursuant to Title 18 and Title 42 action violations ($250,000 per violation)

5. Conspiracy (two or more is conspiracy)

These willful acts against me done to take my property unlawfully through foreclosure using

counterfeit securities as evidence of a purported debt with multiple individuals involved in this crime. I have made demands that the individuals involved provide proof of their claim through the presentation, for my inspection, of the original documents signed at closing as evidence that they are, in fact, the holder in due course of the purported obligation. Any copies are, in fact, counterfeit securities as described under 18 U.S.C. § 474 and in the documentation accompanying this letter, and multiple persons have been, or are currently, in possession of multiple copies of said counterfeit securities. I believe the “original” wet ink signature documents (securities) have been bundled and sold for profit and are not able to be produced as required by law and this is fraud committed to steal my property through the counterfeiting of securities.

It is obvious it does not meet the requirements under 18 U.S.C. § 474 as a “copy” of a security and is therefore a counterfeit security presented as evidence to attempt to defraud me. I also believe that this activity has occurred through communications across state lines and I believe it falls under RICO statute violations as a result.

I believe this is a systemic situation and I am not, by any means, the only victim of this kind of fraud. Because this is not an isolated incident, it is your responsibility and duty to investigate this matter, immediately and completely, to identify those involved, gather evidence, and pursue whatever criminal charges may be appropriate against the individuals and entities named herein.

I fully understand that any action that would need to be taken by me to make any claims for damages are a civil matter and would have to be litigated separately in court by me. This information is provided to you to make you aware of crimes in progress and give you a background as to what is happening so you may move forward in your investigation more rapidly.

I very much appreciate your cooperation in this matter. I am more than happy to provide any and all assistance I possibly can to assist you in your investigation of this matter including additional documents and/or information that you may request.

Submitted under penalty of perjury, first middle - a living wo/man, living beneficiary of the divine trust, living beneficiary of the birth trust, a spirit circumscribed in flesh, the flesh lives and the blood flows.

By: [your name & address w/o zip code]

Optional CC: Bond Company

**Letter 6 - U.S. Treasury**

CLAIM, CONSTRUCTIVE AND LEGAL NOTICE

[date]

Steven Mnuchin, Secretary of Treasury

Department of the Treasury

1500 Pennsylvania Ave., N.W. Washington, D.C. 20220

RE: INSURANCE VIOLATION on RE: Alleged Account Number: [Mortgage Account #]; Property Address: [Your home address]; Tax ID: [Property Tax ID]; MIN: [Search for MERS # on https:/[/www.mers-servicerid.org/sis/index](http://www.mers-servicerid.org/sis/index)]; Your County Circuit Court Case No.: [Foreclosure Case No]

Every section applies to any and every entity that has jurisdiction over this transaction.

The FDIC did not approve of the insurance provider or provide a insurance "product" to you, which is considered fraud by FDIC guidelines.

This constructive and legal notice of your involvement with the fraud. United States and the State of

Maryland was not a party to the claim.

My property was not a part of the bond or public debt. If it’s not a full faith & credit the courts have no jurisdiction. Adjust the public account under 31 CFR Part 225.

EXHIBITS PERTAINING TO THE FRAUD:

12 U.S.C. § 1709 Section (9)(C)(ii) - Insurance of mortgages

12 U.S.C. § 3017 Section C - Bonds, debentures, notes and other evidences of indebtedness

CC: FDIC

[your state] Secretary of State

District Attorney

By: [your name & address]

**Letter 6 - U.S. Superior Court - Notice of Lis Pendens**

[This notices the shyster bank of your pending suit as original owner for court to set aside the deed as voidable by recording a notice of pendency of action. This action will declare the deed invalid since the grantee (so-called “bank”), used fraud and undue influence to obtain the deed.]

SUPERIOR COURT OF THE STATE OF [YOUR STATE] FOR THE COUNTY OF [YOUR COUNTY]

[YOUR NAME], an individual, ) CASE NO.: XXXXXX Plaintiff, )

V. ) NOTICE OF LIS PENDENS AND NOTICE SHYSTER1 and SHYSTER2 ) OF ACTION PENDING

Defendants. ) [C.C.P. §405 et. seq.]

)

)

PLEASE TAKE NOTICE THAT Plaintiff [YOUR NAME] (“Plaintiff”) has filed the following actions against Defendants [SHYSTER1 and SHYSTER2]:

1. Filed on or about [date] by Plaintiff to redress injuries being suffered and to be suffered as a result of Defendants’ conduct. DEFENDANTS HAVE UNLAWFULLY TAKEN TITLE TO PLAINTIFF’S PROPERTY.

2. Plaintiff seek to protect [his/her] Property. Plaintiff is owner of property known as

[Your property address] and legally described as: [legal description] per official document No.

Dated: [date]

By: [your name & address]

**CERTIFICATE OF SERVICE**

STATE OF [YOUR STATE], COUNTY OF [YOUR COUNTY]

I am over the age of eighteen (18). On [date] I served the foregoing document on the interested parties in this action [xx] by placing [ ] the original and/or [xx] a true copy thereof enclosed in a sealed envelope addressed as follows:

[XX] (BY CERTIFIED MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States mail. Under that practice it would be deposited with U.S. Postal service on that same day with postage thereon fully prepaid at [your state] in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[ ] (BY FACSIMILE TRANSMISSION) I caused such document to be sent via facsimile to the persons on the service list at facsimile numbers listed and received a confirmed transmission report indicating that this document was successfully transmitted to the parties named.

[ ] (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

[ ] (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

[X] (State) I declare under penalty of perjury under the laws of the State of [your state] that the above is true and correct.

Executed on [date], at [city, state].

By: [your name, address, tel #]

**LETTER 7 - IRS FORMS & COVER LETTER**

Send this letter of instruction to the IRS to file for you. Simple and safe!!

**Brief explanation of IRS Form(s) 1041, 1066, 1099-A, 1099-OID**

1041: filed for the Trust (1040 is filed by debtors)

1066: Refund for the REMIC

1099-A: Release your funds from escrow after the acquisition

1099-OID (Original Issue Discount): To have everything returned to you because you are the source and the original issuer

Department of the Treasury Internal Revenue Service Kansas City, MO 64999

Dear [IRS agent name of wo/man], Date: xxxxx

As the Principal and owner of Treasury Direct Account #XXX-XX-XXXX, [Your name]. I request you file the Federal tax forms 1041, 1066, 1099-A, 1099 O.I.D. and 1096 for any tax period(s)Year(s) in question and any other returns that are due for me.

Please file the liabilities as taxable income to me, but omit filing or posting deductions against the taxable income to me or making adjustments to dilute the liability on taxable income as, that is a conflict of interest. This request is for return for settlement and closing in exchange Treasury Direct Account # XXX-XX-XXXX.

On the 1099 O.I.D. the correction box at the top should be checked and also the Treasury Direct

Number #XXX-XX-XXXX is to be placed as the account number at the bottom of the 1099

O.I.D. form under Recipient to prevent identity theft and the account being intercepted and diverted (deferred) if left open.

By: Authorized Representative [your name, address & telephone #]

**RESOURCES**

Filing a Federal Case by Robb Ryder

https://robcourtofrecord.wordpress.com/2018/03/07/official-business-of-the-united-states-delivered/

Lis Pendens

[https://www.jdsupra.com/legalnews/notice-of-lis-pendenspending-action-sa-94885/](http://www.jdsupra.com/legalnews/notice-of-lis-pendenspending-action-sa-94885/)

IRS Form 1099-OID

[https://www.irs.gov/forms-pubs/form-1099-oid](http://www.irs.gov/forms-pubs/form-1099-oid)

Go get your house...

