

# Win the Foreclosure Game

## Interview with R. J. and Bill

Bill: How are you doing everyone. This is Bill Ranieri. I'm here with R.J. McKee, and R.J. was gracious enough to help me understand the commerce concept and the process, and how it works with foreclosure. Hi, R.J. How you doing?

R.J.: I'm doing great, Bill. How are you today?

Bill: Good. We were just talking a second ago about setting up this whole interview so that everybody can understand commerce from a very basic level. Would you please open up the interview with what is commerce from that basic level.

R.J.: Oh, absolutely. There's several things to understand about commerce, and the first one is it is the arena in which you always want to operate. In situations such as foreclosure or debt collection, anything along those lines, the arena in which your opponents want to operate is the judicial arena. And the reason they want to operate in the judicial arena is because, since their attorney is a member of the club, they know they can get their way in their own courts. They know that they can snow you, mislead you, and trip you. They know they can trick you into doing things such as arguing which in commerce is actually a dishonor. And we'll be getting into the concept of honor/dishonor in just a minute.

But from another standpoint of view, the reason that you love, that we all love commerce as the arena in which we will operate is first and foremost no one else is going to know the rules that you know, not even the attorneys. Some of the judges certainly do, but in the early stages you're not in front of the judge. So if you understand the rules better than your opponent, you can have your way with them. And that's what we want to do. This is all about winning. So the first thing you need to need understand is what is commerce. Basically, it's contract. So you have offer, you have acceptance, and that equals contract. And so when we operate commercially what we're doing is we're acting as acceptors to their offers.

Now let me just give you some examples of offers. Hey, Bill, you signed a mortgage with me and you now owe me \$300,000. Pay me \$300,000. That's an offer in commerce. Or if you're in front of the judge and the judge says to you, Bill, if you say that one more time, I'm going to cite you for contempt, contempt of court. What is that? It's an offer in commerce. So how we deal with these offers is what this game is really all about. If you know how to play the game better than your opponent, you can win.

What do we want to win? Let's move on to that for just a moment. What we want to win is a judgment called an administrative judgment against our opponent based on the fact that the opponent has done something wrong. That's the whole issue of honor/dishonor. Let me give you an example. Let's say you get an offer in the mail from XYZ Company and the offer is pay us \$1,000. And you look at the offer and you say "wait a minute. These guys are located in Ohio, and I've never dealt with anybody in Ohio. I mean, I've never dealt with any companies in Ohio. I never bought anything. I haven't bought anything for \$1,000, I don't owe these guys \$1,000," and you rip up their letter, and you throw it in the trash. What does the law of commerce say? It says you just dishonored their \$1,000 presentment and now you owe them \$1,000. You say well, wait a minute; wait a minute. I actually don't owe them \$1,000. It's a scam. They're just trying to rip me off. So how could you say I owe them \$1,000? The answer is you dishonored. Once you go into dishonor, now you're the debtor. Okay.

How can you turn the tables and make that work for you? Well, the first time they come in with a letter saying pay us \$1,000, you write back to them. You stay in honor. You write back to them, you say hey, not a problem. I'll be delighted to pay you \$1,000. All I need is the actual order where I signed an order or if you have a voice imprint of my voice saying I want something from you, and I ordered \$1,000 something or other, I need that. I also need the FOB when you shipped it to me. I need proof of this, that and the other. In other words, I need a laundry list of items to prove that their claim is an actual valid claim. So I send that back to them, and I give them say two weeks. I say, please in the next two weeks provide me this and I'll be more

than delighted to pay you. Two weeks goes by; they don't say a word. A little more time goes by and I write them back, and I say you're now past your time limit. Your failure to answer is a dishonor. Under commercial law you now owe me \$3,000, pay up. Can I collect that \$3,000? Absolutely. Why am I the creditor now and not them? Because they were presumed to be the creditor first. I proved by not dishonoring by simply saying, hey, prove it up, validate your claim. I proved that they are not the creditor they claim to be.

So what does the law have to say about people that lie using the U.S. Mail to attempt to collect money? Well, number one, it's mail fraud. But more importantly for our purposes, it turns the tables. They're no longer the presumed creditor. I am. They're now the debtor. They owe me the \$3,000 because they dishonored my presentment, my request for facts to prove up their claim.

Now, how can we apply that? What good is that for us? Well, when it comes to commerce, the first thing you need to understand is your opponents have a game they're playing on you. They have a system that they're running you through. They know from experience that 99.9 percent of the people that they run this system on end up in debt to them, whether they were [in debt] to begin with or not, due to the fact that they're dishonoring. In other words, they're presenting the bills. What are the people doing? They're not paying. They're not responding at all. They're just ignoring them. That dishonor actually makes them the debtors.

Bill: So okay. Let me just go back because, you know, we've been working together for about two months and I'm getting a pretty good idea of this. But the attorneys, the judges, the legal system would like to keep this in to an arena that they're very familiar and comfortable with; that you're intimidated and unfamiliar with. But in reality the whole process occurs and you want to keep it occurring in the commerce arena. There is an offer, there was an acceptance or maybe there is not a technical offer and acceptance so this presumed contract is existing and you're working in a judicial arena instead of a commercial arena. And if that's the case, then you're playing their game. From what I understand you saying, R.J. is that there's very specific rules to play in the commerce game...

R.J.: Uh-huh.

Bill: You need to keep that inside that arena and in most cases, if not all cases, the other side cannot prove their part of the contract, which makes that contract either non-existent or null and void. Is that a correct understanding?

R.J.: Well, yes. But let me explicate just a little bit further to make it a little bit more understandable. One thing is absolutely not true: and that is the idea that the courts are separate from or outside of commerce. Courts are not separate from or outside of commerce. They're actually inside of commerce. So the rules of commerce actually apply to courts. By that I mean the cardinal rule in commerce is truth in commerce.

Bill: What does that mean, truth in commerce?

R.J.: Well, truth means if you want to have a valid contract, there has to be full disclosure. You can't be tricky. You can't go, "oh, oh, sneak up on them and I'll fool them. You know, I'll trick them or I'll swindle them." That's not a contract, that's a fraud.

Bill: But what about the small print that I would say 99 percent of the people don't read, and it says something in that.

R.J.: Thank you. You just hit the nail on the head. Because what you have to understand is in order to win this game, you have to accept full commercial liability. In other words what you're saying is if something is going wrong, it's probably my fault. Well, how could you say that? You're being tricked, that's the point. You can't fix the world. You can't change the world. You can't make the world conform to your own ideas. But what you can do is exactly the opposite. You can make sure you understand what's going on in your commercial sphere of operation. So for example you get a contract. How many people out of 100 read that contract carefully? None.

Bill: Uh-huh.

R.J.: Some of them might pass it on to an attorney to "check out". How many of those attorneys will actually

read the contract and do what they're paid for? Almost none because they're going to presume oh, this is a contract, I know how to contracts are set up, right? Well, I'll look through this. Yeah, it's pretty much what I expected! Boom, done, you know? Well, first off you have to ask yourself even if they did read that contract and they know what to look for, will they do the next step? The next step is research, looking into things a little more deeply. Will the attorney look into it that way? Almost never. Won't happen. Unless you're specifically requesting that service and requesting a detailed report and are willing to pay for it, then maybe. And then you have to ask yourself a second question. Is the guy competent? And Justice Warren Burger who sat on the Supreme Court once said "70 to 95 percent of all American trial attorneys are either incompetent, dishonest, or both." And the only thing he got wrong was the percentages. It's actually closer to 100 percent. And I can tell you why they're all so incompetent and dishonest. Because they know it's a game, and they know they can win because they know the judge is on their side. The only way to get around that is to actually hire a high-powered attorney who actually cares about your case, and the likelihood of that happening is next to nil.

Bill: Well, your ability to pay for it is next to nil.

R.J.: Well, that's true for a lot of people.

Bill: Okay. So now I get this mortgage and I write this note, because that's what we're talking about because we're in the foreclosure game, and how commerce is applied to that. I get this note and I sign over this, you know, I don't even know what I'm signing half the way. But I'm signing mortgage papers, and I'm signing a note promising to pay off this mortgage. I've gone into foreclosure, I've lost my job, whatever the circumstances that happened to me occurred, and I can't pay any more. So they're going to foreclose on me, and you're promising me a way to get out of that sticky situation by applying the rules of commerce.

R.J.: And we're going to do it exactly the way I just described with that company, XYZ, who claimed that you owed them \$1,000. You, under commerce, are entitled to ask the hard questions and to say, "hey! You got a claim here? prove it up." In fact, Title 15, U.S. Code is the Fair Debt Collection Practices Act, FDCPA. And under the FDCPA, you can demand validation of a debt. Now, that demand of the validation of a debt is typically to a debt collector. Does that apply to the actual creditor? And in many cases, the answer is no. However, you can turn those tables around, too because that's exactly what we do. What we do is we say to them first and foremost.

Let's take a scenario where you're not going into foreclosure. You're actually current on your debt, and you say to the bank I want a payoff statement, I'm ready to settle this entire account. And oh, by the way make sure that it's correct down to the dime. You're not going to have the opportunity to add on a few more thousand dollars later. This is it guys. If you want to get paid the full amount, you better make sure you charge me the full amount. So get an accurate bill. And I need it now, right now. And the next thing you do is you say to them, look, when they get you your pay-off statement, you go head and you say to them, here are the terms of my pay-off. Now how come you can say that? Because they made the offer. They're the one saying pay up. That's an offer in commerce. So as the acceptor, see the acceptor always get to accept the offer and dictate the terms. That's why you understand when you walk into a car lot and they want to sell you a car, you know, they had a [inaudible] full page ad in the newspaper and you got one of the cars circled, that's the one you want. You come in, what do they start doing? They say, well, why don't you drive the car? Why don't you check, you know, take a test drive. Why don't you kick the tires. Why don't you, so you make sure this is the kind of car you want. Let's see if you got the right color, yah-dah, yah-dah. And you finally pick one, and then they say to you make me an offer. Why are they instructed to do that? Because the moment you make the offer, they are acceptor and they can dictate the terms and use their own paperwork.

So getting back to this situation, you want to do pretty much the same thing to the mortgage company or company. What you're gonna say is very reasonable. You're gonna say, hey, I'm putting all this money with an escrow agent. The only reason for the escrow agent is she is to collect from you the note. And by the way guys, that's what I'm paying for. I'm not just paying you off. I'm buying my note back, thank you very much. Now under Title 12 U.S. Code which is a banking code, the banking code states that banks and mortgage companies are to be the safe keepers of the note. And the question you have to ask is the bank doing its job as a safe keeper. Is it safekeeping your note? Well, first thing if you're going to safe keep somebody's note, you can't alter it. You can't change it in any way. And the next, you certainly can't steal it. And then of course, you can't turn around and sell it. None of those qualify under safekeeping. So one of our suspicions, in fact it's more than a suspicion, we know this, is that in the vast majority of mortgages, they have done exactly that.

They have done what's called an illegal conversion, and that means they have taken your mere promise to pay then slaps on something called a melange on the back which is really a signature from the bank, you know, an officer of the bank, [inaudible] certain interest rate that they're gonna collect the total of somewhere in the neighborhood of \$300,000 or \$400,000...

Bill: Right.

R.J.: ... off of that.

Bill: Right.

R.J.: Because they still want on track to get all of that money.

Bill: Right.

R.J.: But what, and they're greedy. [inaudible] that's not good enough. They want to take your note, and they want to get paid money right now, right this minute. So they have a company called MERS, Mortgage Electronic Registration Systems, and MERS was just handed down a disappointment from the Kansas Supreme Court basically saying, because MERS claims to be a nominee lender in virtually every mortgage out there. And the Kansas Supreme Court said, no, you're not. You don't have any rights as lender. None because you're not a lender. And it's true. They're not. So the Kansas Supreme Court just dealt a mortal blow to the mortgage industry because it's exposing some of the fraud. But getting back to this, the real issue then becomes what exactly is the mortgage company doing on the other end. And that has to do with the nature of money today. See, the mortgage company understands something that most people don't understand. And that is if you sign a piece of paper promising to pay \$200,000, does it really matter whether or not you can happen to pay that \$200,000. Not that much. Yeah, to some extent, but not that much. Why? Because it's all a matter of who's going to scrutinize that. And let me just give you an example, what if they took your note, securitized it, bundled it up with a bunch of other securitized notes, and now instead of \$200,000, they've got \$1 billion in securitized notes. And they sell that out on the open market, and people are buying that as an asset, an investment if you will. Okay. So they're collecting on that, too. Now, wait. They collected on that and that's now another asset. It's like laundering the books if you will. 'Cuz they collect on that, now they deposit that to the books as well so they've got effectively deposit it twice; first from the original transaction and now the result as a bundled security, and that means they can loan even more money. And so it just grows. It's like a balloon that gets bigger, and bigger, and bigger and they just get richer, and richer, and richer. Okay.

Now, the objection to that is going to be yeah, but you know what, come on, that is so phoney, my goodness. It's blowing our economy up to the point where the inflammation is so staggering and so amazing, the whole thing is going to go bust. Well, that's what you're witnessing right now. The whole world economy is in the process of going bust because bankers are so blasted greedy. They just want so much money.

Now, take a look at the securitization process for just a second. In the process of securitizing these things, they can actually inflate the value. So for example, the face amount of the paper might be \$1 billion, but in the process of doing it, it could be into the billions and we can see this every day on the stock market. Let's say a company comes out and they say, well, we're issuing stock and, you know, it's \$1.00, we're issuing stock per share at \$1.00 face value. And people look at the new company and they go, oh, wow, look at the field they're in. You know, they're in the Internet field and the Internet field is booming. And oh, wow, we, they're gonna make piles of money. Let's jump on that. And so [inaudible] market jumps on it, and suddenly it's not \$1.00 a share anymore, it's \$100 a share. Wow, stop. Is that really worth \$100 a share? Probably not. But the market bid it up. Well, any security, and don't forget they just bundled your note as a draft in order to security, they securitized it, and now the value is floating. It's worth whatever the market's demanding. And I'll tell you what, for a while there, it was just soaring and these guys were getting insanely rich. And now it's going in the other direction.

Bill: Okay. Let me reduce this back down. I'm following everything you're saying, but it's pretty fair out there...

R.J.: Yeah.

Bill: ... for me so. What do you mean when you say they're securitizing your note along with so many others?

R.J.: Well, we talked about the illegal conversion.

Bill: Right.

R.J.: Where like they're turning your mere promise to pay into a draft which is an order to pay and security. That is the securitization [inaudible].

Bill: Okay, okay.

R.J.: That's the first stage of it.

Bill: So when you can avert it, then it's securitized as an asset?

R.J.: Right, exactly.

Bill: Okay.

R.J.: Now let's talk about other aspect of this, and that is you've got an originator, a guy who's originating the loan. This is the XYZ Mortgage Company. They're the ones who are on the contract as the "lender". But I want you to notice something about this in this industry. The lender and the servicing agent which is another mortgage company are almost never the same. Why are they doing that? It's like a bait and switch. It's like let's confuse the heck out of them. It's like, you know, the P under three shelves and then you turn the shelves around and go look for the P. I don't know where the P went to.

Bill: [inaudible]?

R.J.: Exactly. So they're doing all of this to confuse you, to confuse the people out there that are allegedly borrowing from them. And because of that confusion, when people try to get a redress of their grievances, they usually do something wrong, and that's what the mortgage companies and banks are counting it. And they're just going to point to it and say, hey, they went to the wrong party. They did the wrong thing. They did, and you know, the process is not effective. And they get away with this because people don't know any better.

Bill: When a mortgagor originates the loan, how come they can't have a contract to assign it? Don't they have a contract to assign that loan?

R.J.: Excellent point. If they do have a contract, it's something that the original borrower or alleged borrower never sees. He knows, you know, if he tracks what's going on that his account is being sold from one bank to another. He knows that.

Bill: Right.

R.J.: But as far as the actual details of exactly what's going on and how it's going on, he doesn't know. We don't know. The real issue however is not, that's not the real issue. The real issue is what can we do? How, you know, before this gets too complicated, is there any way we can absolutely simplify this or more to the point. And here's the fun part. Is there any way we can get this under our control? Is there any way we can take charge of this unwieldy ridiculous situation where we know we're getting swindled, but don't seem to be able to do anything about it? And here's the answer, absolutely.

And here's the reason why. I said earlier that I would explain honor/dishonor, and people think when they get into a lending situation where they're the borrower and the bank's the lender, they think it's a permanent arrangement. The bank is always going to be the creditor, I'm always going to be the debtor because I borrowed the money. And actually that's not true. The whole issue is more like a tennis match. And you know how tennis matches are played. Whoever has the ball land in their own court loses that particular exchange. And it's worked exactly the same way in commerce. So for example, if you get an offer from them and you don't dishonor, that's where everybody goes wrong, they dishonor, if you don't dishonor but in fact remain in honor but set the terms just like we did with XYZ where we said, hey, I don't have a problem paying you, I

need this, that, and the other proof. And well how we can't do that with the bank. And the answer's we absolutely can and here's why. The law says that that original note that you gave the bank is actually your property. And the law says you pay off the face amount of the loan, you're entitled to your note back. Why? Because the law says that if you don't get your note back and somebody else gets their hands on it, they can come collect again. So they can be collecting twice off the same note because you were careless and didn't collect the note when you should have. See what I'm saying?

Bill: Uh-huh.

R.J.: So what we're gonna do is we're going to say very reasonably to this mortgage company or bank, I'd like a payoff statement. And the bank typically will comply and within an X number of days will issue you the payoff statement. And you're gonna tell them in advance to make sure it's right down to the penny. You're going to ask them for a good until date. So in other words, I can pay this amount up until this date, and then you're gonna make sure you pay them within that date. And the way you pay them is you're going to say to the bank, I am putting my funds into the hands of an escrow agent. Now the reason being is that want to collect the note back and I need a third party, somebody who's not a party to this transaction, to make sure I get my note back and of course to make sure you get your money. So the escrow agent then sends off a note because you just paid the escrow agent say \$500,000. And you say, oh, I don't have \$500,000. We're getting to that. But you're gonna go head and pay the escrow agent \$500,000, and the escrow agent's gonna hold those funds, he's going to get in contact with the bank and say I got your money, come get your money. Oh, by the way, one of the requirements of this transaction is that you have to bring the note and you only have 15 days to produce the note.

Now, why are we doing it and how is it possible for you who's penniless or virtually penniless to come up with \$500,000 to pay off this mortgage? Hey, I don't have the \$500,000. How do you expect me to pay the escrow agent \$500,000 I don't have. Well, the answer is you actually do have the \$500,000. In fact, let's say that your original mortgage contract was say \$489,000, and you signed a promissory note which you know now they securitized, they converted. But we also know that the converted securitized draft and security for \$489,000 is whose property?

Bill: It's still mine presumably.

R.J.: Exactly. Well I got a question for you, Bill. If you could create out of thin air \$489,000 in money, why can't you do it again?

Bill: [laughs] I like it.

R.J.: Now...

Bill: But we're not talking about counterfeiting money.

R.J.: No, absolutely not. We're absolutely not. Here's what you need to understand. This is vitally important. It has to do with history. The United States is the debtor in possession of virtually everything in the country. And if you go talk to a savvy sharp bankruptcy attorney, he will tell you that in a bankruptcy the most enviable position of all is to be the debtor in possession because you have all the power. You got the funds, you got the money, you got the property, and yeah you have certain liabilities you and you have certain duties to perform but within those parameters, you've got all this power you can work with. Well, guess what? The United States has been operating in a bankruptcy since before I was born 'cuz they like it that way. All right But there's a hitch. They're not actually the owner. They're the debtor in possession of whose property.

Bill: [inaudible].

R.J.: Your property, Bill. My property and everybody else's property. What we're talking about is the United States is the debtor in possession of the bankruptcy, and because of that they have to have some kind of assets. And back in 1933 when the United States went into the bankruptcy, they had already turned over the gold, all the gold in Fort Knox, to the Federal Reserve. And of course that was according to the Federal Reserve plan. The Federal Reserve is not federal and has no federal reserves, and it's a private company, and it's the issuer of our currency right now. So they didn't have anywhere to go, and they without gold which

is real money, and they turned to their lawyers and said, "What can we do? How can we save this situation because the whole thing's falling apart? And we can't afford to let this fall apart because under the rule of necessity, we can do whatever we have to do for the greater good to keep it altogether." And the lawyers came back and said, "Hey, it's not a problem because you have the greatest asset that's replenishable in the world and that's people. And what you're gonna do is you're gonna get the people to sign on a surety and you're going to get them to put forward all their possessions and they're gonna sign on and the United States technically will be able to use their credit. So effectively what we're gonna do in the United States is from now on we're gonna create stock certificates in their labor. We're going to make them our cattle goods, and we're gonna trade the stock certificates and the name of the stock certificate is a growth certificate. And of course we think that when we get a birth certificate it's all about our birth, but it's not. It's about the creation of an entity that is created by an operation of law, and it's called a constructive trust. The technical term for it is set a key trust. And a set a key trust is an entity that's created upon your birth through which you can do commerce. Now the reason I say it's a constructive trust that is created by an operation of law is because when you're born as a man on the land, you have a birth right. You have all the property as the heir of your parents. Not only their personal property, but you have a share in a commonly held property of the country which is all the roads, it's the whole country, you know. A chunk of that is yours or you have a claim to that. Well, the United States has come along in this bankruptcy and it has on a public record in black and white print laid claim to everything. And it laid claim to everything as a matter of necessity for the "greater good" so the country wouldn't fall apart. And because of that, because of the debtor in possession, they don't actually have an ownership position. What they have is the position of...

Bill: The claim.

R.J.: ... of the debtor in possession. In other words, I'm holding the title, it's not mine but I'm holding it, I've got the power. All right, fine. How are they gonna protect you because they have to [inaudible]. They're operating in commerce internationally because the United States is a corporation. So how are they going to protect you? Well, you're protected under the law with this set a key trust. And effectively what the United States is doing is it's crediting to you or acknowledging that you have X millions of dollars in rights against them because they're holding your property. If you wanted to pay a bill, it would be similar to writing a check off of your account at a bank. The check itself is not worth anything. It's merely a promise to pay that has to be negotiated. The same thing for your claim against the United States. You first have to get the United States in some fashion to acknowledge that you're the actual creditor, that they actually owe it, and there's certain ways you can do that. One of them is to form what is called a security agreement which is the underlying agreement if you're going to file a UCC-1 in commerce. UCC-1 is a financing statement. So you would do the security agreement. The security agreement would be between you the man and this fiction. Now the fiction is a dead entity, and it can't speak for itself but we do know one thing. We do know that it is holding everything you thought you were holding. So in other words, you have a bank account, you think it's yours. No, it's not. It's in the name of the straw man. You think you own the car. No, you don't. The equitable position or equitable interest is held by the straw man. The title is not held by the straw man, it's held by the state.

Go to the house that you live in. You think that, you know, subject to the mortgage that you have an "equitable interest" in the house. No, you don't. The straw man has the equitable interest. In fact, everything you think you own, you don't own anything. The straw man owns everything. Hey, let me improve this. Go take a look at that check you write off of your personal account, go get a very powerful magnifying glass and look at the signature line. And what you'll notice is that it's not a straight line like somebody would draw with a pen. What it really is is a series of words over, and over, and over again and they are so tiny, the letters are so tiny you can't see them and they form the line. And what it says over and over again is authorized representative. So you're signing as the authorized representative of what? Of the straw man. Effectively you're the trustee of that account. Now wait. Is that a good position to be in because it seems at first glance it's a good position. It's not a good position because as trustee you have no rights. As trustee, you have no rights. You have no property rights. You are merely the authorized representative of what? Of that fiction of that straw man.

Bill: So you the straw man is the birth certificate?

R.J.: Effectively, yes. But my point is this as the trustee you have duties, and that's the trump card the government has against you because if you don't perform your duties properly or worse if you steal money from their entity because the other man for straw man is U.S. vessel, it's a U.S. vessel because the U.S.

granted it upon your birth. If you steal money or you or if you mingle funds, or if you do certain things where you're not fulfilling your responsibility, they can come get you. And do they like that? You bet. Because that gets them in control see.

So what that means is that you have to take firsthand charge of that entity. You have every right to do it. Why? Because it is a repository of all the fruits of your labor. So the point is you actually do have a claim in your personal and person time [inaudible]. The way we do that is using a Lati

*by By R.J. McKee and Bill Ranieri - November 21, 2009*

## **What to Expect**

You are no doubt wondering what to expect in this whole process. There are so many things to learn, so many things to do, you might begin to feel overwhelmed! Don't! In fact, the best thing to do is to get off the emotional roller-coaster, and take a simple "business" approach to this process.

If someone refuses to honor your presentment (through the Escrow Agent) and acknowledge the settlement of the debt, the law assumes (correctly) that the debt was bogus and you have been damaged (thus you become the creditor)! It is always up to you, however, to prosecute your own claim!

When necessary, you can prosecute your claim through an administrative process using the Notice of Counterfeit Security, (on a notice, fault, and default basis) through a notary. (See attached.) Once you've started this process, you have to follow through until you have resolved the matter and any liens on your property have been released (the Bank Lien Release is the next step). This can be done once the bank is in default on the Escrow Agent package. If you do not "follow through" and stay on top of your claim, no one else will!

Also, if you fail to prosecute your claim, it may be construed that your claim is bogus! So, be very pro-active and do not drop the ball. (Once you get going on this, it can actually be fun!)

Again, welcome to Win-the-Foreclosure Game! I look forward to hearing from you soon.

Sincerely yours,

R.J. McKee  
Director, Zerodebts  
321-757-7414

## **1. Escrow Agent Pack**

Calls 1 & 2 on the Escrow Agent Strategy

**By R. J. McKee**

**Turning the Tables on Debt Collectors-101** What is the fastest way to turn the tables on a debt collector claiming to collect for a bank? **Accept his offer that you pay, and set the terms of the deal:** you'll deposit payment with an Escrow holder (a notary acceptor); he

agrees to immediately produce your genuine, original promissory note, so it cannot be re-presented by another debt collector! If he fails to collect AND produce the note in 30 days, he agrees his claim was a fraud, and agrees to pay you treble damages. The moment he dishonors, you are the creditor. He grants you power of attorney to handle his business for him, and he grants you an uncontested lien against the firm AND against the senior officers! Go eat him up, Mr. Creditor! Yum! Yum!

[debt\\_collector\\_letter.mp3](#)  
[Reply to DebtCollector--sample.rtf](#)  
[Midland.rtf](#)  
[NI\\_Revolution.zip](#)

**Turning the Tables on Debt Collectors-201 & 301** We already know that the fastest way to get the debt collector to dishonor is to pay them! But, if you send them your note they'll just steal it and pretend nothing happened. A great alternative is to have your notary acceptor act as your Escrow Agent to hold your legal tender payment (i.e. your promissory note!) He then sends Notice to the Mortgage company AND the Trustee to come and collect the funds AND bring the original note so it cannot be represented! He then gives them Notice of Fault when they don't pony up the note, and gives them Opportunity to Cure the Fault. A few days later, when they still haven't contacted him, he issues the Notice of Default and signs off on an Affidavit of NON Response, which is judgment in your favor! What is so cool, is the mortgage company and trustee never even check to see if the funds are there, or if it is just another note. After default it may be presumed that you ACTUALLY paid them legal tender, and they refused to collect and refused to produce the note! Now, you have them for admitting to fraud and treble damages! **Right click each link below and select "save target as" to save to your computer.**

[Pay by Escrow Agent.mp3](#)  
[Pay by Escrow Agent 2.mp3](#)  
[INTERNATIONAL PROMISSORY NOTE-rev4.doc](#)  
[StepByStepApproach-rev1.doc](#)  
[Reply to LoanStar--sample.rtf](#) [loanstar1-](#)  
[Aurora•-sample1of2.doc](#)  
[loanstar1•Citimortgage-sample2of2.doc](#)  
[Notary Notice to LoanStar--sample.rtf](#)  
[Notary Notice of Fault LoanStar.rtf](#)  
[Affidavit of Non Response.doc](#)  
[Directions.doc](#)

## 2. Bank Lien Release Pack

Calls 1 & 2 on the Escrow Agent Strategy

By R. J. McKee

**Bank Lien Reversal!** The Bank is about to foreclose. Can you beat them to the punch and cancel their lien for fraud on the public record first? If you follow the steps contained in the

Bank Lien Reversal package, the answer is Yes! Why? Because the bank never gave you any consideration; failed to give you full disclosure (that they do not "loan" money!) and didn't bother to mention that they stole your note and illegally Converted it from a note to a security! Even better, the bank never signed the Deed of Trust! Since your is the only signature, you as grantor can undo the alleged "deal" and reclaim your home. You better study this package until you know it inside and out, because if you do not believe in your ability and authority to act, you will be putty in their hands and they will "havve their way with you!"

[BankLienReversal.mp3](#)

[Bank Lien Reversal.zip](#)

### 3. Notice of Counterfeit Security

Calls 1 & 2 on the Escrow Agent Strategy

By R. J. McKee

**Counterfeit Security** Your opponent (Credit Card or mortgage company) has evidence on the public record that you "owe" them and that they have a right to grab your money. What have you done to rebut that presumption on the public record? Very likely nothing! Send them "notice and opportunity" to rebut your statement of FACTS regarding their fraud/theft/dishonor and, when they don't respond, send them (through your notary acceptor) a Notice of Fault, Opportunity to Cure. When they do not respond again, default them! Then record all of your docs on the public record along with the proof of service! Now, you have destroyed their presumption that they are your creditor, and have proved by their silence that they are guilty of fraud/theft etc.!

[NoticeOfCounterfeitSecurity-03-10-09.mp3](#)

[Counterfeit\\_Security-bank2--SAMPLE.doc](#)

[Counterfeit\\_Security--NoticeOfFault--sample.doc](#)

[Counterfeit\\_Security-Default--Sample.doc](#)

### 4. Responding to Attorney Letters

Have you gotten any annoying letters from attorneys claiming to reject your self executing contract (Escrow Agent pack)? Not sure how to respond? Read some of the attorney letters below, and then check out the responses we made to each of those letters.

The first thing you will see is how easily we expose the various lies communicated by these attorneys. The next is how clearly the truth is spelled out in each of our responses. This is a terrific way to clarify in your own mind, why you are right, and why the banks and their hired liars are wrong.

Attorney letter 1: Our first attorney letter objects to our member's acceptance of the bank's offer to collect! What amazing cheek! --Objecting to being paid!

## Cover letter #1 for NCS

November 11, 2009

J. Mitchell Kearney  
Kearney, Drechsler & Awalt, LLC  
Charles Towson Building, Suite 400  
1104 Kenilworth Drive  
Towson, MD 21204

Re: Slavie Federal Savings Bank/ B&G Group, LLC Account # 309001234

Mr. Kearney,

In your letter of August 28, 2009, you neglected to state by what authority Slavie Federal Savings Bank can refuse my tender of payment, and refuse to bring forward the note for which I paid.

Phillip E Logan, as President of Slavie Federal Savings Bank, had notice and opportunity to reject his appointment as fiduciary for settlement of the account. He failed to do so. As the alleged holder of the note for which I paid, he had a mandatory duty to settle the account or withdraw Slavie's claim against me. The entire basis for his claim is my original, wet-ink signature promissory note. When I received Slavie's demand for payment of \$242,481.76, **laccepted** that offer in commerce via my letter of August 24<sup>th</sup>, 2009.

Therefore, the notion that Slavie can, without explanation, "reject" my tender of payment after demanding to be paid is an utterly frivolous claim. The notion that Slavie can refuse to produce the note **lpaid foris** equally frivolous.

It is a fundamental principle of commerce, that banks are fully accountable under Title 12 and Title 15 USC for all transactions. Since Slavie is accountable to me for the safe keeping of my note, as well as for its return to me upon payment, it has no basis or authority to summarily refuse my tender of payment and refuse to produce my note. It is beyond dispute that I have a right to pay off the account and demand the return of my note.

There is only one possible reason for Slavie's refusal to collect my payment and produce the note: **it does not possess the note.**

Anyone paying attention to the recent foreclosure crisis knows, now, that banks securitize notes, bundle them up and sell them to investors. What you may not know, is that such a practice is illegal. Furthermore, Slavie's attempts to collect without possession of the original note, is mail fraud. Unfortunately, as Slavie's agent, you are a party to those crimes.

Worse, you cannot claim you did not know. Ignorance of the law is no excuse, and, besides, it is your duty, as an officer of the court, to exercise caution when it comes to matters of ethical behavior and your oath.

Having sworn to bring no false claim, it was your duty to make sure that you did not become a willing party to a false claim by your client. That means, prior to writing your letter of August 28<sup>th</sup>,

you should have first determined whether Slavie was in possession of the note. If the bank refused to produce the note, your duty would be to warn Slavie that to bill me without the original note is mail fraud.

Of course, we both know that attorneys care little for such niceties as ethics, honor, or their oath to "delay no man for lucre or malice." Today, it is all about lucre, and malice is a natural consequence to putting money above honor.

The result of your willing participation in Slavie's fraud, is the attached Notice of Counterfeit Security, which spells out your duties as agent for Slavie Federal Savings Bank, and bills you and Slavie for the treble damages you now owe. You can opt out of this self executing contract by withdrawing your letter of August 28, and noticing Slavie that you are no longer their attorney due to their fraud.

Thanks to Slavie Federal Savings Bank's refusal of my tender of payment of \$242,481.76, and its refusal to produce the note, as required by law, it has acquiesced to full settlement under UCC 3-603; has agreed to the terms of my self-executing contract; has agreed to pay me treble damages for its fraud and dishonor.

Cordially,

John-Henry: Doe

Our reponse to this "offer" by the attorney is a [cover letter](#) and a [Notice of Counterfeit Security](#), (right click link and select "save target as" to download to your computer). Or, read the [cover letter!](#)

**Attorney Letter 2:** Our second attorney letter complains about a Qualified Written RESPA Request claiming that it raises too many issues for the mortgage company to address! Of course this is silly considering that they do not answer ANY question!

Our reponse to this "offer" by the attorney is a [cover letter](#) and a [Notice of Counterfeit Security](#), (right click link and select "save target as" to download to your computer). Or, read the [cover letter2!](#)

**Attorney letter 3:** Our third attorney letter complains about a Qualified Written RESPA Request claiming that it raises too many issues for the mortgage company to address! Of course this is silly considering that they do not answer ANY question!

Click to review [attorney letter #3](#)

Our reponse to this "offer" by the attorney is a [cover letter](#) and a [Notice of Counterfeit Security](#), (right click link and select "save target as" to download to your computer). Or, read the [cover letter!](#)

## 5. International Commercial Claim

The International Commercial Claim in Admiralty is administrative process designed to give you a perfected lien against your adversaries.

### ICC Planning & Removal of State Court Cases to U.S. District Court

By R. J. McKee

If you are in a judicial state, the mortgage company must summon you to court in order to foreclose on your property. Even if you are in a non-judicial state, the mortgage company may want the court to reinstate the note that they claim is "lost"... Many banks have "lost" the note because they actually SOLD it! Without the note, the bank has no claim at all! Every bill they send without the note is mail fraud! Listen to this call from **01/05/10** to get a handle on how to set up your removal to U.S. District, and how to set up and plan your International Commercial Claim in Admiralty!

[Notice of removal--sample.doc](#)  
[MASTER-Mailing & Receiving Statement of facts](#)  
[1-A-ADMINISTRATIVE CLAIM\\_rev1.rtf](#)  
[adminremedycourse.zip](#)  
[docs-to-obtain-an-injunction.zip](#)

<http://www.wintheforeclosuregame.com/members/6.-Handling-Court-Foreclosure.html>

## 6. Handling Court Foreclosure

*by R. J. McKee*

If you are in a "judicial" state, the bank will have to bring an action in court in order to foreclose on your house. Even if you are in a "non-judicial" state, the bank will still have to bring an "Unlawful Detainer" action to evict you. What can you do that actually has a chance of working? Don't "volunteer" by entering motions that can be denied. Instead, give judicial notice of adjudicative facts. If you think the judge is biased (duh!), file a Notice for Disqualification.

[judicial\\_notice\\_adjudicative\\_facts-sample.doc](#)  
[Third Party Intervener--Answer\\_Reg\\_for\\_Declaratory\\_Judgment.doc](#)  
[Notice for Disqualification.doc](#)

## Filing Admin Remedies Into A Court Case

This call covers the proper court procedure for properly **filing your completed administrative remedies into a court case.**

We have explained the importance of getting your administrative remedy recorded on the public record. What follows (from Barton Buhtz) is an explanation of how to properly bring that administrative process (notice, fault, default) into court--**effectively!**

When you realize that your enemy is not just the opposing attorney, but, **the court**--judge, clerk, attorney, and all--then, you realize that you have to be able to hold their feet to the fire and force them to do what they don't want to do! They try to do everything they can to eliminate your proof! Heck, even the County Recorder is in on it: denying you access to the PUBLIC record! The County Attorney TELLS the clerks at the Recorder's office to perjure their oaths, i.e. to ignore the law, and do what HE SAYS!

So, what can we do? Listen to the call (above) and as you do, read the transcript below. Follow the step-by-step directions! Barton presumes you have obtained an administrative judgment and have filed a UCC-1, first, against the strawman (so you have standing) AND, so it is clear you have first claim against that debtor, i.e., that you are first in line and first in time! Your prior claim trumps all other claims! Secondly, if you have completed your ICC (international commercial claim in the Admiralty) then, you also have a UCC-1 lien against them from your administrative process.

Below is a link to a zip file of a **Security Agreement** (and the MS Word database that goes with it). Also attached is a sample of a filled out **UCC-1**. You cannot file this with the Secretary of State of your state until you have executed the (below) Security Agreement!

R. J.

[Security Agreement](#)

Here is Barton's transcript:

## Taking Your UCC into COURT

The following is transcribed from a talk by Barton Buhtz at the Seminar in Pahrump, Nevada 3/06  
Emphasis added.

"In order to bring Administrative Law [into court] you must follow a very careful and specific procedure...

**"...when you bring the administrative law [into court] you take part of [the court's] authority away from the judge!** Let me explain how that happens.

"The courts have consistently ruled over the years, and there are regulations and laws both at state and federal level, that make it clear **the courts CANNOT adjudicate the Uniform Commercial Code**. They can deal with gray areas. I have found a number of court cases that have dealt with the... for example, in a particular case, was this a valid or legitimate crop being grown that fits under this dispute that is going on... is that a legitimate argument or legitimate claim... but when it comes to the point of **the UCC that you filed with the Secretary of State that is stamped with their seal in the upper right hand corner, --when you bring that into court they cannot contest it.** But I will tell you, do not bring it into court by walking in and laying it down before the judge and saying "here, I filed this UCC"! Because the judge will say "So what"? What you have to do is to bring it in, and it has to go into three (3) different records.

"So, the first thing you do before you ever enter the court for the case, is that you **PREPARE!** (you have your UCC, your affidavits, your notices of default, etc. --all your administrative paperwork) and **you attach them as EXHIBITS** to a "Notice to Include and Augment the Record". Did you hear me? **You don't bring a "MOTION"! You bring a NOTICE!** There is a distinct difference! The judge would **like** you to bring in a motion. But when you **file a Notice** and attached to it are your administrative actions under the Uniform Commercial Code and Administrative law, **the judge cannot rule on it.**

"Now I will give you a warning. There are a couple of judges in matters right now that, (one in Illinois, another one in California) where they are attempting to circumvent that. And so, I have noticed both that are involved in that, both parties, that they had better take action and appeal what is happening, because if it is not taken out of their hands [the judges] and into the Court of Appeal, and if it's left to stand, somebody is going to pick up on it and start and try using it and get the leverage and then we will be off the track again.

"But the consistency over the last (I've done a study on it) over the last 70 years, the consistency is, that when a UCC or administrative law is brought properly to court, the judges will say nothing about it! They are silent, and that is exactly what we want. Because remember now, what started out as admiralty has moved right into equity; and so we go to the Clerk at the court house and we have our "Notice to Include and Augment the Record" and it lists all of the Administrative law and UCC in exhibits in that document. --And that includes your affidavits of truth and your notices of default and assent and you bring those to the Clerk at the court house, --and you want to bring at least three (3) copies. Because she is going to stamp one, (and oh, by the way, this has to have proof of service on it; you have to notify the other parties, even though its still a notice, they still have to be notified, because the judge will jump on that and he will reject it, or the Clerk will reject it if you don't have a proof of service to the other parties in there. Now, the Clerk will stamp that (and ask her to stamp your other copies as a courtesy, she will stamp those also [you should have four (4) copies] --then you will take the other three, keep one for yourself, then either you or another party will go to the court room where the case is assigned, and they will walk in, and I tell people, its best if you do it when court is in session. Let me explain why. Because then you can walk in, up to the dividing bar and hand them to the bailiff and quietly say, "Will you give these to the clerk, I don't want to bother her." But note the name of the one you gave it to (the bailiff) because then you can make a note of that in your records.

"Now, by those two actions, you have now put into the court file, with the Clerk of the court, your "Notice to Include and Augment the Record" with all the exhibits attached. Then when you walk into the court room and you have the bailiff hand them to the Clerk, now the clerk has been "served" and you have it in the court record. Because she's required, having been handed those by the bailiff, to give a copy to the judge and to the opposing attorney.

"Now when the case is called, you walk forward responding as the Secured Party. I don't call the judge "your honor", I say "sir" or "ma'am" --"I am here as the Secured Party and I have before the court a "Notice to Include and Augment the Record" which includes the following exhibits," and I begin reading them off, and I include the words in there, "for the record" because in most courts there will be a someone sitting there who is taking a record, --and by doing that, I now have gotten it into the court file, I have now gotten it into the court record, and now I get it into the court transcript. ..."

## 7. Reporting the Crime

For the latest **Stop Foreclosure** leverage: see the FBI-Docs (see link below). This is what the "Read Me First" file has to say:

"SOME of this information has already been used in several court cases involving foreclosures in Ohio and Florida and the results have been nothing short of ASTOUNDING."

"In 3 cases documented so far, ALL OF THE COURT RECORDS FOR THE FORECLOSURES HAVE LITERALLY DISAPPEARED COMPLETELY. When Court clerk personnel in one case were asked about a case that had been ongoing, the reply was 'we don't know what you are talking about.'"

[FBI-Docs.zip](#)  
[FBI\\_mortgagefraudform--sample.doc](#)  
[FRAUD\\_powerpoint\\_presentation.pdf](#)

## Attitude Required for Winning

**ATTITUDE 101: Required for Winning!** You've got the tools, a winning strategy, and the law is on your side! BUT, without this critical factor you are going to lose! How can that happen? Easy! Instead of BEING the Creditor that you are, instead of believing in your own reality, and understanding WHY you get to win, you BLOW it and buy into your opponents story! It happens all the time! Instead of demonstrating your competence in commerce, you let your opponents know that you are just a "newbie," don't have a clue, and are "ripe for the plucking!" Good News! You CAN prevent this disaster from developing! Get a winning attitude, based on real understanding and confidence! Instead of "going through the motions," you can be "slam dunking" your enemies with real conviction! The secret? Start now to develop a **creditor's winning attitude!** Right click each link and select "save target as" to save to your C drive!

[David v Goliath.mp3](#)  
[How-David-Beats-Goliath.doc](#)

## Enforcement

Using USPS and UPU

Enforcement Using USPS and the UPU You are doing an administrative remedy such as a Notice of Counterfeit Security, or an International Commercial Claim in Admiralty. How can you get enforcement power when they start "messing with you" or if they default, or dishonor your process? What if they try to drag you into their crooked courts? What can you do to make them slow down and take notice that you are not the typical victim? Answer: invoke the power of the United States Post Office and/or the Universal Postal Union in Zern Switzerland. First, it demonstrates that you know you are operating internationally, in commerce, and so are your opponents! Second it demonstrates that you know that your opponents (including judges!) are subject to the rules of commerce and to the UPU! Third, it lets them know there are consequences to their illegal actions that they are not going to like one bit!

[postal\\_union-03-17-09.mp3](#)  
[PostalUnion.doc](#)

## Foreclosure 101

First call on Foreclosure Remedy

Foreclosure-101 This is the first call on Foreclosure Remedy, which covers the preliminary steps for contesting a claim by the mortgage company. Possession is nine tenths of the law; the other tenth is attachment. The note represents attachment. If the bank cannot produce the note, then there is NO attachment and the property belongs to you. We prove that on the public record with administrative remedy: 1st with the Qualified Written RESPA Request (which the bank must answer but will NOT answer); 2nd with a

TILA Rescission. 3rd we follow up by settling the bank's claim by sending a Notice of Tender of Payment (whereby the bank agrees by its silence to accept your note). Then 4th, we send the note with a Due Presentment under notary seal. 5th when the bank fails to settle, we bring an International Claim in Admiralty against them and get a perfected lien! Once the bank defaults on the RESPA you have Power of Attorney to sign for the bank! We can then transfer the property (which we have liened) into your name. If they fight us, we can do a Quiet Title to settle your claim to the property in your favor. 6/7/9  
[Foreclosure-101.mp3](#)

## Foreclosure-201

Foreclosure-201 This is the second call on Foreclosure Remedy, which covers what to do if your are dragged into court for foreclosure OR for Unlawful Detainer (eviction). We start with a challenge to the standing of the plaintiff using a Motion for a Ratification of Commencement under FRCP Rule 17 (and the corresponding Rule in your state). Rule 17 addresses the real party in interest. Often the bank suing you is NOT the bank that is the lender of record! You're saying they cannot proceed without ratifying that plaintiff is the real party in interest! What if the court enters judgment against you? File a Motion for a Findings of Fact and Conclusions of Law: We are saying "If you think you have a valid judgment prove it by producing the evidence (the note) and a competent fact witness with first hand knowledge that has offered sworn testimony! Guess what? They can't. Which means we can Petition the court of appeals for a Writ of Mandamus so they'll order the lower to court to produce said facts! When the lower court ignores the order of the court of appeals to produce the facts and law, they will be in contempt, and you can get an order to vacate a void judgment! 6/21/9

[Foreclosure-201.mp3](#)

[RatificationOfCommencement-sample.doc](#)

[ResponsetoMotiontoReestablishNote--sample.doc](#)

[Petition-for-Writ-of-Mandamus.doc](#)

[FindingsOfFact-ConclusionsOfLaw.doc](#)

## Foreclosure 301

Foreclosure-301 This is the third call on Foreclosure Remedy, which covers how to get set up to settle your accounts (mortgage, credit card etc.), by an agreement of the parties, through a Notice of Tender of Payment: Your "creditor" is bound by public policy to accept your note as "legal tender." However, before you send of the Note, you want to indemnify your opponents against loss with a private indemnity bond, backed first by silver (real money) and next by your own unlimited liability! We do this by creating a silver bond, recording a Notice and forming a private contract with our Note Holder who will act as custodian of the note, and be bound by the terms of the contract to only hand over the note to the claimant who can prove up his/its claim. You can bring this into court on your terms by noticing the judge and clerk of your private contract, and accepting their oaths of office. 6/30/9

[ICC-1-SilverBond.mp3](#)

[MortgageSettlement.zip](#)

[ICCDATA.zip](#)

## Foreclosure 401

on the International Claim in Admiralty

Foreclosure-401 This is the fourth call on Foreclosure Remedy, which covers how to take advantage of your new status as creditor when the mortgage company dishonors your note (which they agreed to accept by standing mute after your Notice of Tender of Payment)! We start out with the International Commercial Claim in the Admiralty Administrative Remedy. This ICC includes a "True Bill" for damages, lots of embarrassing questions which will stand as admitted when they fail to answer. It also includes a waiver of tort and a notice to trespassers (such as attorneys and judges) that they will be included in your list of libelees who will be libel for the damages totalled in your true bill--IF they choose to trespass! BONUS: the "check by phone" system where you can have the credit card company create a check drawn on your account at the Federal Reserve Bank to pay your outstanding balance. Mr. G. used this method to settle \$300,000 in credit card debts. This is NOT for everyone. Be ready to back up your play! (Right click link and select "save target as" to save to your computer.) 8/3/9

[Foreclosure-401.mp3](#)  
[check-by-phone.pdf](#)

## Foreclosure 501

on the International Commercial Claim in Admiralty

Foreclosure-501 This is the fifth call on Foreclosure Remedy, which covers a complete overview of the International Commercial Claim in Admiralty; ICC for short. We start out where we left off in Foreclosure-401 and go through all of the rest of the docs: starting with the "first batch" which is 13-15 (01a, 01b, 01c and 01d), and wrapping up with 27 - 29 (06a, 06b, 06c). We also briefly cover 30. (07a) getting the Apostille; 31-32 (08a, 08b) the UCC-1, and the Notice of Lien, 33-35 (09a, 09b, 09c) and the Affidavit of Obligation. Be sure to see the "List of Docs" (download link below) to get a "big picture" overview of the process and which docs are in each batch to be sent out. The first three batches are Notice of Claim (13-16, the ICC itself), the Notice of Fault with an opportunity to cure (17-18), and the Notice of Default (19-23). The second three batches is a billing process which was started in the first batch with the True Bill. Now when the Notice of Default (3rd batch) is sent out a True Bill with a first demand for settlement of the Escrow is sent out. The second demand is sent as our 4th batch; the final demand is the 5th batch, and the Notary Protest is the 6th batch. We recommend printing out all of the documents on three hole punched paper and putting it all in a three ring binder. Breeze through all of the docs a few times to get a good feel for the overall process. Then, read each doc; take notes, write down questions as they come to you, and look up all references. Send your questions to R.J. 8/12/9

[Foreclosure-501.mp3](#)  
[ListOfDocsForICC.doc](#)

## Knowing What to Do

and Why "Follow Through" is mandatory!

**Knowing What to Do 101:** This call answers the question: "I've done everything I am supposed to do... Now what!?" Most members are successfully "turning the tables" on IRS, debt collectors and mortgage companies, but are dropping the ball on "follow through!" A lot of members say, "I've done everything you said. What do I do next?" The answer to both problems is to: 1. remember that, as creditor, it is up to you to take action and follow through. 2. If you were truly "outraged" by the crimes committed against you, your brain would be in "overdrive" thinking of ways to get "closure." This call is all about getting

the right mind-set so you always KNOW what to do next!

[knowing\\_what\\_to\\_do\\_09\\_08\\_09.mp3](#)  
[the-foreclosure-judge-who-gets-it](#)

**Knowing What to Do 201:** This call addresses the all important issue of "follow through." Once you've established yourself as the creditor (due to your opponents dishonor of your tender of payment), and you have obtained two or more administrative judgments (notice/fault/default) written to the public record, then what is the next step? One option is to call the OCC (Office of the Comptroller of the Currency) and complain about the bank's failure to advise you that it has securitized your note; has failed to pay you dividends on said securitized note; then, file a complaint with the Securities and Exchange Commission (SEC). This should come before the next step, which is to open a case in United States District Court, as the man, the sovereign, with Admiralty Law given as your choice of law! Instead of allowing your opponent to "answer" or to "argue," you will file evidence from the public record demonstrating that the bank or mortgage company has had notice and opportunity to respond, argue and rebut the FACTS presented to its officers. And, due to their failure to timely respond, estoppel now prevails! That means they are estopped from arguing! Your action is called a Declaratory Judgment, because your intent is to show that you have already obtained judgment, and more than once! How does one assemble a Declaratory Judgment? Start by identifying every key issue regarding your alleged mortgage contract: 1. Your right under TILA to rescind a "contract" where there was no meeting of the minds; no full disclosure and no consideration! 2. The duty of the bank or mortgage company to do "safe-keeping" of your note; 3. That conversion of your note into a draft/security, is a fraud, which deprives the bank of its right to collect! 4. That it is the duty of the attorneys involved (typically as trustee(s)) to "bring no false claim" and "to delay no man for lucre or malice." Once you have established these and other foundational issues, you can proceed to the facts of your case: your administrative judgments!  
9/12/9

[Declaratory Judgment 09 15 09.mp3](#)

[TheBeginning.zip](#)

## **Revocation of Power of Attorney!**

**Revocation of Power of Attorney!** Why do the judges, and attorneys and other public officials ignore your objections to their fraud? Is it because they realize you don't know enough to do them any damage?! Yes, but there is an even better reason! They know that while you are operating as trustee of the Cestui Que Trust, there is nothing you can do but "pay the bills" and behave yourself! As long as you do not know how to claim your rightful status as the grantor, as long as you do not know how to collapse the "trust" you don't have much, if any, real power. You certainly cannot claim to be operating as the "sovereign" as long as you are operating as trustee! So, how can you collapse the trust and claim your status as sovereign, and, should you? Find out in a very educational call from Rule of Law Radio hosted by Randy Kelton and his partner: This program is an interview of an educated lady who goes by "C". Start by reading over the Notes on RPOA (see below). This doc has some bare bones notes from the call with "C"... You can use them to follow along on the call and to "fill in the blanks," make additions to the notes, etc. Also, there is a NEW doc called RPOA-REVISED-8-12-09--sample.doc (see below) that you will want to read first! Lastly, although it is not part of the RPOA package, you should get some much needed background info by reading the doc called the\_Matrix\_and\_the\_US\_Constitution.doc (see below).

[http://zerodebts.info/zd\\_conf\\_calls/C\\_on\\_Rule\\_of\\_Law.mp3](http://zerodebts.info/zd_conf_calls/C_on_Rule_of_Law.mp3)

[http://zerodebts.info/zd\\_conf\\_calls/RPOA\\_1004\\_08-14-09.mp3](http://zerodebts.info/zd_conf_calls/RPOA_1004_08-14-09.mp3)  
[http://zerodebts.info/zd\\_conf\\_calls/RPOA-201\\_08\\_18\\_09.mp3](http://zerodebts.info/zd_conf_calls/RPOA-201_08_18_09.mp3)  
[http://zerodebts.info/zd\\_conf\\_calls/Notes\\_on\\_RPOA.doc](http://zerodebts.info/zd_conf_calls/Notes_on_RPOA.doc)  
[http://zerodebts.info/zd\\_conf\\_calls/1004sanitized.doc](http://zerodebts.info/zd_conf_calls/1004sanitized.doc)  
[http://zerodebts.info/zd\\_conf\\_calls/RPOA.zip](http://zerodebts.info/zd_conf_calls/RPOA.zip)  
[http://zerodebts.info/zd\\_conf\\_calls/RPOA~REVISED-8-12-09--sample.doc](http://zerodebts.info/zd_conf_calls/RPOA~REVISED-8-12-09--sample.doc)  
[http://zerodebts.info/zd\\_conf\\_calls/RPOA~REVISED-8-12-09.doc](http://zerodebts.info/zd_conf_calls/RPOA~REVISED-8-12-09.doc)  
[http://zerodebts.info/zd\\_conf\\_calls/sample\\_proof\\_of\\_service.doc](http://zerodebts.info/zd_conf_calls/sample_proof_of_service.doc)  
[http://zerodebts.info/zd\\_conf\\_calls/the\\_Matrix\\_and\\_the\\_US\\_Constitution.doc](http://zerodebts.info/zd_conf_calls/the_Matrix_and_the_US_Constitution.doc)

## Is Your Bank Account Vulnerable?

Recently we have noticed that members are coming under attack where they are most vulnerable and unprepared. Among the most vulnerable areas for each of us is the bank account! We may have learned a great deal about how to turn the tables on banks and mortgage companies, we may know a lot about commerce, but, we still have the same bank account that we had back when we knew little or nothing. That unprotected bank account is just waiting for an opportunity to bite you!

The bank agreement that you "signed" when you signed the signature card to open the account, states that you are a "U.S. Person" ...i.e. the strawman/U.S. Vessel/debtor, who actually has an **inferior claim** to the U.S./IRS and anyone else the bank wants to give your money to! Remember, the one who signed for that U.S. Person is operating as a trustee, NOT as an owner! Which effectively means those funds belong to the Federal Reserve!

Even if the "debtor" /strawman /U.S. Vessel were to have a claim on the funds, it still wouldn't matter because that strawman is a creation of the U.S. which means the funds belong to the U.S. or the Federal Reserve. Even if you do not believe that, be assured the bank president believes it despite a filed W8-BEN... What can you do? If you haven't already, claim your status as the creditor and sign a Security Agreement with the U.S. Vessel holding your goods, and file a UCC1. Accept for value your Birth Certificate and get set up with a UCC Contract Trust and make your status as creditor of the U.S. "official."

There are two different ways to declare your status with regard to the account. First is the W8-BEN which should be filed prior to opening an account, and the second is a contract that would be sent just a couple of days after opening an account (see DEPOSIT ACCOUNT MASTER doc below).

If you elect to use the DAM doc, be sure to read it very carefully and replace all names, dates, etc. with your own info. Effectively the STRAWMAN opens the account, but, then the secured party creditor (you) claims it as his property!

[http://zerodebts.info/zd\\_conf\\_calls/control\\_your\\_bankaccount\\_09\\_03\\_09.mp3](http://zerodebts.info/zd_conf_calls/control_your_bankaccount_09_03_09.mp3)

## How to Handle Attorney Letters

What do you do when the attorney replies to your Escrow Agent package with a new payoff amount --this, after the bank has dishonored your tender of payment and refused to bring forward the note? You let him know that, in light of its fraud, his client no longer has the option of "reserving its rights and remedies." Due to its admitted fraud, it has already waived them.

[http://zerodebts.info/zd\\_conf\\_calls/zd\\_call\\_10\\_06\\_09.mp3](http://zerodebts.info/zd_conf_calls/zd_call_10_06_09.mp3)

[http://zerodebts.info/zd\\_conf\\_calls/COURT\\_NEGATIVE\\_AVERMENT\\_MORTGAGE.doc](http://zerodebts.info/zd_conf_calls/COURT_NEGATIVE_AVERMENT_MORTGAGE.doc)

[http://zerodebts.info/zd\\_conf\\_calls/Notice\\_of\\_Counterfeit\\_Security\\_EscrowAgent-sample2.doc](http://zerodebts.info/zd_conf_calls/Notice_of_Counterfeit_Security_EscrowAgent-sample2.doc)

[http://zerodebts.info/zd\\_conf\\_calls/Reply\\_to\\_Dilworth-Paxson\\_sample.doc](http://zerodebts.info/zd_conf_calls/Reply_to_Dilworth-Paxson_sample.doc)

[http://zerodebts.info/zd\\_conf\\_calls/Securitization\\_Is\\_ILLEGAL.pdf](http://zerodebts.info/zd_conf_calls/Securitization_Is_ILLEGAL.pdf)

[http://zerodebts.info/zd\\_conf\\_calls/Response\\_to\\_Escrow\\_Agent\\_Default.doc](http://zerodebts.info/zd_conf_calls/Response_to_Escrow_Agent_Default.doc)

## Become the Creditor

Understanding how the mortgage companies and banks have robbed you blind, AND swindled the investors they sold your note to should go a long way in convincing you that you really ARE the creditor and are entitled to damages! This call is the next in our series of "back to basics" calls. This call deals with handling the job of **recording your administrative process on the public record**. We will also cover the best way to get into **your new role as creditor**, using the **Notice of Counterfeit Security**. Below are some goodies for your review:

[http://zerodebts.info/zd\\_conf\\_calls/zd\\_call\\_10\\_29\\_09.mp3](http://zerodebts.info/zd_conf_calls/zd_call_10_29_09.mp3)

1. The mers.jpg is a nifty picture that illustrates the "mortgage netherworld"!

[http://zerodebts.info/zd\\_conf\\_calls/mers.jpg](http://zerodebts.info/zd_conf_calls/mers.jpg)

2. Pepsi Loses 1.26 Billion in a default judgment! (Even giants can be clobbered for their carelessness!)

[http://zerodebts.info/zd\\_conf\\_calls/Pepsi\\_Loses\\_1.26\\_Billion\\_in\\_default\\_Judgment.doc](http://zerodebts.info/zd_conf_calls/Pepsi_Loses_1.26_Billion_in_default_Judgment.doc)

3. Why Securitization Changes the game! Which goes along with Securitization is ILLEGAL, which we sent before, but are including again for those who might have lost it or never got it.

[http://zerodebts.info/zd\\_conf\\_calls/Why\\_Securitization\\_Changes\\_the\\_Game.doc](http://zerodebts.info/zd_conf_calls/Why_Securitization_Changes_the_Game.doc)