Alleged MORTGAGE FRAUD
FELONY COMPLAINT FORM

CLAIM OF ALLEGED: CRIMINAL-CONDUCT, MORTGAGE FRAUD, CONSPIRACY AND MISREPRESENTATIONS TO ACHIEVE UNJUST ENRICHMENT, AND A FORMAL DISPUTE OF DEBT CLAIM/CHALLENGE...

Formal Allegations of Criminality by Agents of the United States Treasury

Objection in the form of a Claim of Alleged Conspiracy and Attempt to Defraud an American: I Believe that the statue defines Mortgage Fraud as:

"Knowingly making any deliberate misstatement, misrepresentation, or omission during the mortgage lending process with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process', and I believe that the parties listed herein (other than the Claimant), are alleged to have committed such COGNIZABLE CRIMINAL OFFENCES against my person, my property, my interest, the interest of the American People as well as the American Government, and due to financial entanglement the Courts in an effort to protect their **C.R.I.S.,** INTEREST FINANICAL GAINS PROGRAM have given these and other conspirators a PASS, and I Object! As Government has an obligatory duty to respond in substance, I present my COMPLAINT FOR CRIMINAL REDRESS OF WRONGS DONE MY PERSON AND INTEREST- Bernard v. Calej, 17 F. Supp. 2d 1311 (S.D. Fla. 1998), **The clear policy advanced by the Fifth Circuit is that although plaintiffs have a responsibility to initially attempt to comply with administrative requirements, the government is also under an obligation to communicate with claimants and investigate claims in good faith**. See id. at 250 (distinguishing Bialowas v. United States, 443 F.2d 1047 (3d Cir. 1971); State v. Hogan, 336 N.J. Super. 319 (N.J. Super. 2001), **State and as a member of the Executive Branch, is ultimately answerable to the people.** That is not to suggest that the Attorney General may denigrate or act in derogation of individual rights to satisfy public opinion or for political considerations. But **the Attorney General owes the duty to respond to the legitimate concerns of the citizenry**.

Date

YOU May NOT provide our names and telephone number to the media in the event of an inquiry about this matter or otherwise, our right to privacy is absolute! I bring forth the following supported by current court Precedent/OPINIONS!

Name of claimant

Account Number('s)

Address of claimant

Associated Property Addresses if different from above:

FACT: That the loan and the Associated Debt is an 'Obligations of the UNITED STATES' as defined in statute- *"The ownership of all property is in the state; AND THAT individual so-called 'ownership' is only by virtue of the government, amounting to mere user";* **September 14, 1976." The Senate Special Committee had found that President Roosevelt's 1933 proclamation of a national emergency were still extant. See:** **SENATE SPECIAL COMMITTEE ON NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, FINAL REPORT: NATIONAL EMERGENCIES AND DELEGATED EMERGENCY POWERS, S. Rept. No. 94-922, 94th Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.**

What type of loan?

- ☐ **"Secured"- whereby Loan was Originally approved with Down-Payment and Collateral LISTINGS**
- ☐ **An "UNSECURED Loan", where the Loan was approved based on your Credit Rating and Employment History**
- ☐ **A "Money Mortgage Loan", otherwise known as a Second Mortgage or in Equity Line of Credit**
- ☐ **A "Hard Money loan"**
- ☐ **Other- please explain in the section titled "An Unsecured loan" signifies..."**

List the NAME of the Offenders, and any identifying information to help locate and aid in the investigation- please note that if you need additional space, you may add additional pages

FACT: "Presumptions give way to reality when facts opposing presumptions are presented, as term ‘ presumption’ signifies that which may be assumed without proof or taken for granted and is defined as something asserted as self-evident result of human reason and experience."- **Fuqua v. Deapo, 34 F.R.D. 111 (W.D. Ark. 1964)**; as noted this is an unconstitutional process and/or practice as it denies a party their right to due process of law, to fairness, to have a matter resolved by actual facts and not theory, and/or assumption, and/or so-called human reasoning. It is a self evident truth, that anything that contradicts of fact is not fact, and a presumption not supported by fact cannot be relied upon as it is not fact! In relation to presumptions, C. J. Taylor thus observes: "**The facts from which presumption is deduced** ought to be consistent with the proposition, which they are intended to establish," and further, in the same, "presumptive evidence **ought not to rest upon conjecture and surmise; it must be built on a solid foundation**. If based on fact, than it is a fact not a PRESUMPTION!

Please take notice of the following: The information I report on this form may be used to help with the investigation of the alleged violations of State and Federal laws. The completed, mailed or faxed form and supporting documents being sent to one of the office of Government. Upon receipt, of my complaint it must be reviewed by a member of your staff, assigned a file number and properly logged for recordation purposes. The length of this process, depending on the circumstances and information I provided with my complaint may not take greater than necessary or 75 days. The Attorney General's Office may contact us yet only if additional information is needed, may not use any of this information to harass, investigate, threaten, and or intimidate the witnesses as such is a violation of law and presumed witness tampering.

This is a criminal allegation complaint and not a claim for tort, as deprivations of rights while acting under color and or authority of law if said to be a crime a felony- 'The Bank', the deed of trust trustee and the escrow trustee have failed to provide a copy of the purchase agreement as requested and required by law, this denies me the right to access to only property, but to defend my right to property and I do object because such is a violation of law, in particular the right to contract. [An Unsecured loan signifies that the collateral used by the bank to justify the purchase of the home was the home being purchased of which you were not the owner of record prior to the purchase and the legal owner did not offer to co-sign for you to purchase the property and or use their property as collateral prior to your becoming the owner]...

Please explain in detail:

I/We understand THE FOLLOWING FACT: that the Attorney General is not my private attorney, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Attorney General does not represent private citizens. I am filing this complaint to notify the Attorney General's Office of the activities of a particular business('s) or individual('s), as I understand that the information contained in this complaint may be used to establish violations of the laws of the UNITED STATES OF AMERICA, in both private and public enforcement actions. In order to resolve my complaint, the A.G. may send a copy of this form to the person('s) or firm about whom I am complaining. I grant limited authorization to the Attorney General's Office to send my redacted complaint and supporting documents to the individual('s) or business('s) identified in this complaint for notification purposes and not to investigate my person, friends, relatives, family, property, interest, assets as I am a witness to these events and NOT the subject of any criminal investigation and/or otherwise. I also understand that the Attorney General may need to refer my complaint to a more appropriate agency only as indicated herein, any other such necessary need will have to be approved in advance prior to any such communication associated with my interests, as the right to privacy is the right to privacy.

I/We also are aware OF THE FOLLOWING FACT: that "Indeed, government agencies are required to conclude matters presented to them within a "reasonable time." See 5 U.S.C. § 555(b). Public bodies have a statutory duty to respond diligently to all records requests, regardless of who makes the request. 257 P.3d 884 (N.M. 2011). Thus, government agencies have a duty to respond promptly to disclosure requests. 989 P.2d 1257 (Wash. Ct. App. 1999); 878 F.3d 779 (9th Cir. 2017), "the EPA has a clear duty to act under the APA. The APA requires agencies to "conclude a matter presented to it" "within a reasonable time." 5 U.S.C. § 555(b). **This has been interpreted to mean that an agency has a duty to fully respond to matters that are presented to it under its internal processes.** See In re Am. Rivers & Idaho Rivers United , 372 F.3d 413, 418 (D.C. Cir. 2004). **The Petitioners' 2009 petition is such a matter. EPA argues that it has already done everything this duty requires it to do**..." they [the A.G.] responded, however, not as required by their agency of government…

Are you challenging the misapplication of law and/or statute? Such as Dealings with the lender or servicer (making payments, getting information about your loan, managing your account, getting an accounting of all payments, interests, stocks, cusips, and or securities, and or proof of debt via verification of disputed debt requests?), in other words have you asked for information and or records that you feel you are entitled and were either ignored and or your requests were refused?

Please explain:

FACT: The law often speaks of the presumption of innocence. The use of the term presumption can be misleading—a qualification that can obscure the absolute nature of the point. Presumptions are guides to reasoning, not evidentiary proof, and "[a] rule of presumption does not merely say that such and such a thing is a permissible and usual inference from other facts, but it goes on to say that this significance shall always, in the absence of other circumstances, be imputed to them." James Bradley Thayer, A Preliminary Treatise on Evidence At The Common Law , 317 (1898). Said another way, a defendant is not presumed innocent as legal fiction unreflective of reality—a defendant is innocent and it is only the power of the verdict that can transform him from that state.

Enter the date of the alleged Mortgage

If You believe that the alleged Mortgage was improper and that the Lender misrepresented the fact that to qualify, no collateral was necessary to obtain the loan other than your downpayment, please explain the time line in concise statements:

Did you know or were you told by the lender the following: (YOU MAY HAVE TO MANUALLY CHECK EACH BOX APPLICABLE AFTER PRINTING)?

	IF YOU KNEW CHECK THIS BOX	IF THE LENDER FAILED TO INFORMED YOU CHECK THIS BOX	IF THE REALATOR FAILED TO INFOME YOU CHECK THIS BOX	IF THE ESCROW TRUSTEE FAILED TO INFORM YOU CHECK THIS BOX
THAT A DEED OF TRUST IS CLASSIFIED AS A TRUST IF IT HAS ALL OF THE ELEMENTS OF A TRUST?	O	O	O	O
THAT YOUR LOAN HAD BEEN APPROVED PRIOR TO CLOSING? AND THAT THEY HAD PAID THE SELLER OF THE HOME?	O	O	O	O
THAT AFTER FUNDING WAS COMPLETED, THIS ACT OF FUNDING YOUR LOAN CONSTITUTED OWNERSHIP OF THE PROPERTY AS IT WAS PAID FOR BY YOU?	O	O	O	O
THAT YOU HAD THE RIGHT TO TAKE IMMEDIATE OWNERSHIP UPON FUNDING OF THE ACCOUNT?	O	O	O	O
THAT YOU WERE NOT A PARTY TO A SECURED LOAN, ASTHE HOME COULD NOT BE COLLATERAL AS WAS DOCUMENTED , FOR THE OWNER OF THE COLLATERAL HAD NOT AUTHORIZED SUCH?	O	O	O	O
THAT THE BANK WAS LENDING ITS CREDIT AND THAT THERE IS NO PROOF OF ACTUAL MONIES CHANGING HANDS, JUST THE TRANSFER OF CREDITS?	O	O	O	O
DID THE REALATOR AND OR THE BAKS REPRESENTATIVES INFORM YOU THAT ALL PROPERTY IN THE UNITED STATES IS OWNED BY THE STATE AND THAT ANY SO-CALLED OWNERSHIP IS SUPERFICIAL?	O	O	O	O
DID THE BANKS REPRESENTATIVE EXPLAIN THAT FEDERAL RESERVE NOTES HAVE NO VALUE AND THAT THIS HAS BEEN THE CASE SINCE 1933?	O	O	O	O
WERE YOU INFORMED THAT IF THE BANK LENT FEDERAL RESERVE NOTES THAT ARE OFFICIALLY VALULESS, THAT THIS CONSTITUTES A VOID AGREEMENT WHEREBY THE BY CONTRACT LAW AND ARE DUE NOTHING OF VALUE?	O	O	O	O
THAT WE ARE AS A COUNTRY IF A NATIONAL EMERGENCY AND AS SUCH WE ARE IN A BANKING HOLIDAY?	O	O	O	O
THAT YOU AS A MEMBER OF THE PEOPLE OF A STATE OF THE UNITED STATES ARE A MEMBER OF THE PUBLIC, AND AS SUCH YOU HAVE AN INTEREST IN THE FULL FAITH AND CREDIT OF THE UNITED STATES AND CAN PLEDGE PART OF THAT INTEREST TO OFFSET YOUR REASONABLE DEBTS?	O	O	O	O
THAT THE PUBLIC DEBT, THE DEBTS OF THE AMERICAN PEOPLE ARE OBLIGATIONS OF THE AMERICAN GOVERNMENT AND THEREFORE DISCHARGABLE?	O	O	O	O

FACT: "Value" is defined as:

. . . a person gives "value" for rights if he acquires them: (a) in return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection . . . or (d) generally, in return for any consideration sufficient to support a simple contract.

Prior to the sale or transfer of the property rights and subsequent possession a prospective BORROWER has not documented RIGHT IN THE COLLATERAL. At the closing the loan issues and the bank gives "gave value" within the meaning of the Code. however, the borrower has not taken possession of the property prior to the signing of the loan docs and closing, thus has no valid interest in the collateral, has no authority and/or authorization from the owner of the collateral to utilize the collateral as a quasi-cosigning presumptive attachment. This practice does not make such a loan a secured loan, by definition it renders the loan unsecured, thus making application of the foreclosure act inapplicable in such situations as defined in statute, or so it is believed

"That the conditional sales agreement signed by {borrower} sufficiently described the collateral, to meet the requirements of the Code. Although the conditional sales agreement between [lender] and [BORROWER] is not a formal security agreement, the UCC does not require such formality. Other less formal documents, standing alone or in various combinations, have been held to satisfy the requirements of § 9-203. CONISTER TRUST LTD. v. BCA, No. M1998-00949-COA-R3-CV, at *1 n.20 (Tenn. Ct. App. Mar. 14, 2002).

The primary issue being raised in this instance, as no one is stating that there isn't a security agreement, what is being challenged is the validity of that agreement and the proposition that such an agreement rest on the security of collateral utilized to secure the loan in the first instance. In order for the loan to a been issued, the collateral would have to have been in the possession of the borrower prior to the application for the loan, for how could a loan be taken into consideration, unless the borrower possessed "rights to the collateral", prior to consideration and approval? But a process and/or a practice has been allowed to continue to exist in this country, whereby banks offer loans to unsuspecting borrowers, telling them that they can get a loan, not needing to post any collateral during the approval process, notify them that they have been approved, give them a dollar amount, have them go and look for a property, which they do not own nor have any interest in, and then have them pledge this property, that they do not own, and or have any interest in as collateral, then communicate with the owner of the property, notifying that owner of their intent to purchase the property, but at no time notifying the owner explicitly that they intend to also deal with the property as collateral and/or cosigning for the issuance of a loan'. The issue here is that the loan is unsecured, as the collateral was not in the possession nor was the rights to the collateral authorized the borrower prior to approval of the loan, funding, the paying of the seller and the property, and the closing process, which invalidates any attempt to utilize the foreclosure act, to foreclose on the property without due process of law, i.e. a trial by jury should the borrower elect to contest, is this not correct?

Please detail the nature of your complaint against the individual('s), business('s), or provider Include the **who, what, where, when, and why of your complaint**, full explanation of the transaction involved and a chronology of the events. You may use additional sheets if necessary. My statement of claim of complaint is:

List and attach photocopies of any relevant documents, agreements, correspondence, or receipts that support your complaint (examples include proof of deposits; bank information; wire transfers; any realtor, broker, property, escrow instructions; loan files; billing statements, correspondence; receipts; payment information; witnesses; and any other document which explains or supports the matters raised in the complaint). No originals. Copy both sides of any canceled checks that pertain to this complaint.

FACT: “The Restatement (Third) of Property: Mortgages defines a mortgage as "a conveyance or retention of an interest in real property as security for performance of an obligation."” Allen v. Vaughn, 161 P.3d 1209, 1214 (Alaska 2007); the rights in this matter to possession of the property, and thus utilization of the rights in the property to use the property as collateral or a security for an obligation and/or loan, occurred after the issuance of the loan and not prior. The foreclosure act requires the loan to be secure in order for a creditor to utilize the foreclosure act to foreclose on the subject property, does it not? Does not due process of law require for the law and/or statute to be equally applied to all parties? If the statute and/or law "does not apply", and the creditor has knowledge of these facts and proceeds to utilize the court system to foreclose and/or apply the act by submitting documents to that effect on the record signed under penalty of perjury or otherwise, does this not signify the courts lack of subject matter jurisdiction? In rem jurisdiction? And/or personam jurisdiction as defined in law?

I bring forth my claim of abuse of process- “abuse of process . (See Lin v. City of Pleasanton (2009) 176 Cal.App.4th 408, 426.)” Solomon v. U.S. Bank Nat'l Ass'n, E052462, at *3 (Cal. Ct. App. Dec. 28, 2011), and claim of alleged fraud for the attempted and/or facilitating of an unlawful foreclosure. **FACT**: In this instance the collateral was misapplied because there was no rights in the collateral to secure the loan, the facts were misrepresented by the financial institution, this is a known practice which documents an ongoing allege conspiracy, or so it is believed.

I further believe that the UNITED STATES COURTS, are aware That: (I will place an indicator applicable to each question)...

	Did the trustee know this?	Did the lender know this?	Did the Servicer know this?	Is everyone deemed to know this information?	If you were not notified by any of the Actors of their alleged fraudulent activities prior to today's date indicate below.
Mortgage Fraud Protection Acts broadly states that "[a] person (corporation, agent, officer), may not commit mortgage fraud."	○	○	○	○	○
The FBI is committed to aggressively pursuing those who endanger the stability of consumer confidence. In Financial Institution Fraud (FIF) investigations, the Bureau continues to concentrate its efforts on organized criminal groups that prey on consumers, the FBI prioritizes cases with significant community impact.	○	○	○	○	○
Financial Institution Fraud (FIF) is the class of criminal schemes targeting traditional consumers. Many FIF schemes involve the compromise of customers' accounts or Personal Identifying Information (PII); when identities are stolen, both the financial institution and customers are considered victims.	○	○	○	○	○
FIF can be categorized as either external—when perpetrators have no affiliation with the victim's institution—or internal—when bank employees use their access to accounts and systems and knowledge of policies to commit fraud.	○	○	○	○	○
Mortgage fraud are crimes characterized by some type of material misstatement, misrepresentation, or omission in relation to a consumer which is then relied upon by a consumer seeking a Loan from a financial institution. A lie that influences a consumer's decision—about whether, for example, to accept a loan, or agree to certain misrepresented payment terms—this is mortgage fraud.	○	○	○	○	○

FACT: "Comprehensive statutory scheme for nonjudicial foreclosure" Peters v. New Century Mortg. Corp., E066771, at *14 (Cal. Ct. App. Mar. 16, 2018); this statutory scheme as it is called is in violation of the constitutional right to property, which holds that no one may be subjected to the loss of property without due process of law. The nonjudicial foreclosure process holds that, once the process is started, a borrower who is alleged to be in default has only one option, "to pay", there is no viable option for challenging such an unlawful process, an invalid process, a process that is without due process. We realize that the office that were complaining to is not authorized to make a judicial determination, however, if the lender has the right to proceed with nonjudicial means to foreclose on a property that is in dispute, then the Congressional statutory scheme for nonjudicial foreclosures has failed to provide the borrower with the same right of access in violation of the equal protection of law principles established and founding the nation and guaranteed all persons (see the Declaration of Independence), and amounts to a deprivation of rights while acting under color and/or authority of law on the part of the congressional and/or legislative members enacting such in unconstitutional scheme which is violated my rights. These are my allegations contained herein and I have the due process right to have my questions not only answered succinctly and specifically without convolution and/or ambiguity, but also to receive redress where rights have been violated contrary to the established laws of the United States.

FACT: The law holds that 'no man and/or woman is above the law', and **positive law title 18** holds that 'if anyone violates the rights of a State citizen, of one of the States, of the United States of America while acting under color and/or authority of law, is guilty of a felony, a crime, punishable by imprisonment. Which means that there is no immunity for government officials and or quasi-government corporations and/or their agents, officers, assigns when they violate the rights of members of the public, and/or members of the people of the United States, is this not a correct understanding of the intent of Congress in enacting the 1866 Civil Rights Act?

My claim is that of fraudulent conveyance, attempt to defraud and that the Property is owned by the State- **FACT: all property is owned by the state, the state is immune from suit without its consent'**. The bank states that it lent monies to my person which I utilize to acquire a home, however, the bank has never documented the species of currency that was utilized to facilitate the loan and/or its value. I have the right to question such as of this time since I have discovered from the United States Treasury Department's official website located here https://www.treasury.gov/resource-center/faqs/currency/pages/legal-tender.aspx, the following **FACT**: "**Federal Reserve notes are not redeemable in gold, silver or any other commodity, and receive no backing by anything This has been the case since 1933. The notes have no value for themselves**". if Federal Reserve is not redeemable in any commodity, if they have no value and if they are not backed by anything as indicated by the Treasury Department who is been authorized by law to claim and print money for the United States, what did the bank loan? What was the species of currency? For it is said that the mortgage agreement is a contract! That the deed of trust is a contract! And every contract must have value and consideration:

FACT: The contract must include consideration. Consideration is anything of legal value that is offered in exchange by one party for something of value from another party. Common forms of consideration include money, property in exchange, or a promise to perform. Without consideration, a contract is not legally enforceable.- "**There is no contract, for no consideration moves from any one, and without a consideration there cannot be a contract.**.. "Without consideration , there can be no contract ." Id. See, also, Ratchford v. Proprietors' Ins. Co. (1989), 47 Ohio St.3d 1, 8. "A contract that does not involve some exchange of consideration between the parties is not a contract at all." State v. Stanley, 7th Dist. No. 99CA55, 2002-Ohio-4372, at ¶ 20. See, also, Prendergast v. Snoeberger, 7th Dist. No. 02CA782, 2003-Ohio-4742 (for further analysis applying the above rules of law).

FACT: In my situation, I was misled, I was informed that I was receiving a loan, not a line of credit, of money to purchase of property from seller. My agreement with the seller was to pay the seller in legal tender, in the form of cash! This was my intent, this was my understanding, and the bank at no time expressed, informed, and/or notified my person that it was not lending cash, but its own credit! A financial institution is dealing not with its own' money primarily, but with its depositors'. **Appellant, regulated by the Federal Home Loan Bank Board, was forbidden to "make any loan, discount, or extension of credit to" any company owning it.** 12 U.S.C. § 1730a (d) (4) (1964). **A bank may lend its money but not its credit.** Ferguson v. Five Points National Bank of Miami, Fla.App. 1966, 187 So.2d 45, and cases there cited. See Stearns, Suretyship, 5th ed. by Elder, § 2.6 (1951).

FACT: Owners of banks or savings and loan associations cannot use depositors' money as collateral for their personal loans. Central Savings Ass'n v. Central Plaza Bank & Trust Co., 223 So. 2d 50, 51-52 (Fla. Dist. Ct. App. 1969), as I stated these are facts that I am not making up or creating, the courts have consistently held, and Congress has outlined, that the bank is prohibited from lending its depositors monies and/or its own credits. I received a loan from the bank according to the evidence, I have the right to have the bank prove where the loan originated, do I not?

THE FOLLOWING FACTS: **ARE AGREED BY THE JUDICIAL BRANCH, THE LEGISLATIVE BRANCH AND ADMINISTRATIVE BRANCHES OF GOVERNMENT, DO YOU AGREE THAT THESE BRANCHES OF GOVERNMENT AND THEIR AGENCIES MUST FOLLOW THESE PRINCIPLES OF EXTABLISHED LAWS? Check all that apply...**

- **Government officials have a duty to respond to Complainants- https://casetext.com/search?q=is%20necessary%20to%20ensure%20that%20governmental%20bodies%20comply%20with%20their%20duty%20to%20respond%20promptly%20to%20requests%20for%20public%20information&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **"the fact that a party executes a deed of trust is no evidence that that party has an interest in the property." .- https://casetext.com/search?tab=ps&jxs=state&sort=relevance&type=case&q=%22the%20fact%20that%20a%20party%20executes%20a%20deed%20of%20trust%20is%20no%20evidence%20that%20that%20party%20has%20an%20interest%20in%20the%20property.%22%20.&p=1**
- **"[a] petition to quiet title does not require any particular elements, but 'each party must plead and prove his or her own claim to the property in question' and a 'plaintiff's right to relief therefore depends on superiority of title.'"- https://casetext.com/search?q=the%20elements%20of%20a%20quiet%20title%20claim%20and%20or%20wrongful%20foreclosure%20&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **The Mortgage Agreements fail for want of consideration- https://casetext.com/search?q=the%20agreement%20was%20unenforceable%20for%20lack%20of%20consideration&p=1&tab=ps&jxs=state&sort=relevance&type=case**
- **All Courts of the United States are bound by decisions of the Supreme Court of the United States of America- https://casetext.com/search?tab=ps&sort=relevance&type=case&q="Courts are bound by the decisions of the Supreme Court of the United States"&p=1&jxs=**
- **The elements of 'broken chain of title' invalidates right to foreclose- https://casetext.com/search?q=the%20elements%20of%20broken%20chain%20of%20title%20invalidating%20right%20to%20foreclose&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **"The Court Lacks Jurisdiction to entertain a Foreclosure under the Foreclosure Act, due to the fact that the loan is UNSECURED"- https://casetext.com/search?tab=ps&sort=relevance&type=case&q=%22The%20Court%20Lacks%20Jurisdiction%20to%20entertain%20a%20Foreclosure%20due%20to%20the%20fact%20that%20the%20loan%20is%20UNSECURED%22&p=1&jxs=**
- **"Nonjudicial Foreclosure not authorized under the FORECLOSUR ACT on an unsecured loan"- https://casetext.com/search?tab=ps&sort=relevance&type=case&q=%22nonjudicial%20foreclosure%20on%20an%20unsecured%20loan%22&p=1&jxs=**
- **"The constitutional exemption afforded to private property, from forced sale in satisfaction of "a general debt", is absolute."- https://casetext.com/search?tab=ps&sort=relevance&type=case&q=%22The%20constitutional%20exemption%20afforded%20the%20private%20property,%20from%20forced%20sale%20in%20satisfaction%20of%20a%20general%20debt,%20is%20absolute.%22&p=1&jxs=**
- **The Trust Deed's language fulfills all the criteria necessary to create a trust- https://casetext.com/search?tab=ps&sort=relevance&type=case&q=The%20trust%20deed%27s%20language%20fulfills%20all%20the%20criteria%20necessary%20to%20create%20a%20trust&p=1&jxs=**
- **Under Article 9, a security interest does not arise until (1) the debtor has signed an agreement describing the collateral , (2) value has been given, and (3) the debtor has acquired "rights in the collateral ."-Courts have held that a debtor's rights in the collateral may be found from any rights going beyond mere possession', no such right to collateral exist in the instant matter! See Douglas-Guardian Warehouse Corp. v. Esslair Endsley Co., 10 U.C.C. 176, 184 (W.D.Mich. 1971).**
- **Prior to acquiring the loan, the borrower is not by law classified as a debtor, "A debtor may pledge as security property it does not fully own, but may only pledge the rights that it has in the property"- https://casetext.com/search?text=collateral&q=a%20party%20may%20not%20pledge%20property%20that%20it%20does%20not%20own&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **A security interest does not arise unless (1) the debtor has signed a security agreement containing a description of the collateral, (2) value has been given, and (3) the debtor has "rights in the collateral."- https://casetext.com/search?text=collateral&q=a%20security%20interest%20does%20not%20arise%20until%20(1)%20the%20debtor%20has%20signed%20an%20agreement&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **Debtor must have "rights in the collateral" before the security interest will attach to the collateral- https://casetext.com/search?text=collateral&q=debtor%20who%20does%20not%20have%20rights%20in%20the%20collateral%27%20is%20authorized%20%20by%20the%20actual%20owner%20of%20the%20collateral%20to%20pledge%20it%22&p=1&tab=ps&jxs=state&sort=relevance&type=case**
- **He was not the actual owner of the collateral and had no right to pledge the collateral- https://casetext.com/search?text=collateral&q=He%20was%20not%20the%20actual%20owner%20of%20the%20collateral%20and%20had%20no%20right%20to%20pledge%20the%20collateral&p=1&tab=ps&jxs=state&sort=relevance&type=case**
- **'The security agreement does not authorize the sale of collateral except by written consent', which was not obtained!- https://casetext.com/search?text=collateral&q=did%20not%20obtain%20written%20permission%20or%20authority%20to%20an%20interest%20in%20security,%20contrary%20to%20the%20security%20agreement.&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **WAS NOT authorized to do so by the actual owner of the collateral- https://casetext.com/search?text=collateral&q=WAS%20NOT%20authorized%20to%20do%20so%20by%20the%20actual%20owner%20of%20the%20collateral&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **There is in the instant matter, no security agreement due to invalid collateral- https://casetext.com/search?text=collat-eral&q=no%20security%20agreement%20due%20to%20invalid% 20collateral&p=1&tab=ps&jxs=state&sort=relevance&type=case**
- **A DEED OF TRUST IS A TRUST as it contains all the elements of a trust- https://casetext.com/search?text=collateral&q=a%20trust%20can%20be%20a%20legal%20beneficiary%20of%20a%20deed%20of%20trust%20when%20it%20holds%20the%20promissory%20note%20secured%20by%20the%20deed%20of%20trust&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **"The deed follows the debt." See Restatement (Third) of Property (Mortgages)- https://casetext.com/search?text=collateral&q=%22the%20deed%20follows%20the%20debt.%22%20See%20Restatement%20(Third)%20of%20Property%20(Mortgages)&p=1&tab=ps&jxs=&sort=relevance&type=case**
- **Further, all of his actions since executing the deeds is consistent with the fact that a trust was intended- https://casetext.com/search?text=collateral&q=It%20is%20true%20that%20the%20deed%20now%20under%20consideration%20uses%20language%20consistent%20with%20the%20creation%20of%20a%20trust.&p=1&tab=ps&jxs=&sort=relevance&type=case**

FACT: In the United States of America the right to ownership of property is a secured one, every-one in the United States of America has the right to obtain and own property, and to be secure in their persons, property, effects and such is secured these persons, under the Bill of Rights of the United States Constitution, is this not so?

FACT: that 'AMERICA' is currently in the MIDST of 'an Economic NATIONAL EMERGENCY Banking Holiday'. Did the President not Declare an Economic National Emergency in 1933 otherwise known as 'The Trading with The Enemy Act', (March 9 Act of 1933)? To aid in your investigation, I am incorporating excerpt from The Proclamation 2039, and the location where the intentions of Congress in support of the President actions documenting the ongoing nature of The Declared Emergency, of which documents that neither The Act nor The Proclamation have been repealed!

FACT: The current "National Banking HOLIDAY"

"Now, Therefore I, Franklin D. Roosevelt, President of the United States of America, in view of such national emergency and by virtue of the authority vested in me by said Act ... do hereby proclaim, order, direct and declare that ... there shall be maintained and observed by all banking institutions and all branches thereof located in the United States of America, including the territories and insular possessions, a bank holiday, and that during said period all banking transactions shall be suspended. During such holiday ... no such banking institution or branch shall ... permit the withdrawal or transfer in any manner or by any device whatsoever, of any ... currency ... nor shall any such banking institution or branch pay out deposits, make loans or discounts ... transfer credits ... or transact any other banking business whatsoever.

During such holiday, the Secretary of the Treasury, with the approval of the President and under such regulations as he may prescribe, is authorized and empowered (a) to permit any or all of such banking institutions to perform any or all of the usual banking functions, (b) to direct, require or permit the issuance of clearing house certificates or other evidences of claims against assets of banking institutions, and (c) to authorize and direct the creation in such banking institutions of special trust accounts for the receipt of new deposits which shall be subject to withdrawal on demand without any restriction or limitation and shall be kept separately in cash or on deposit in Federal Reserve Banks or invested in obligations of the United States.
As used in this order the term "banking institutions" shall include all … persons, engaged in… transacting any other form of banking business?
(- Proclamation 2039—Declaring Bank Holiday March 9, 1933; Public Papers and Addresses of Franklin D. Roosevelt declared Law By the General Assembly US Congress March 9, 1933 and the Act associated by the same name.)

FACT: It would appear by definition I qualify as a "BANKING INSTITUTION", and as such I am to have the very same access to lawful money as financial institutions under POSITIVE LAW TITLE 12 as evidenced by section 411 is this not correct? Then why have I never been permitted or allowed to have access to lawful money as Other Financial Institutions are permitted to have access? It appears that I am being denied access to this due process right that has been approved by The Administrative Branch of Government, and acknowledged by The Legislative Branch of Government by the enactment of the March 9, 1933 act- **S. Rept. No. 94-922, 94th Cong., 2d Sess. (1976). P.L. 94-412 (Sept. 14, 1976); 90 Stat. 1255; 50 U.S.C. 1601 et seq.**
It appears that both The Government Of The United States and THE FINANCIAL INSTITUTIONS, when engaged in BANKING BUSINESS are construed as one and the same are denying me my right to interest in the collateral of the United States, i.e. lawful money. Either way, since "all property" is owned by the state", and individual so-called ownership is only by permission from the state", that both the executive branch and the congressional branch of government have intentionally and deliberately committed an unconstitutional act against the people of the United States and my person and I must object.
FACT: I seek access not only to my securities so that I can settle all debts associated with my account/name/person/interests, I have attained the age of the majority, am neither a minor nor an infant and am capable of handling my own affairs as is evident by this complaint and the articulation of my concerns. I do hereby bring forth my petition and required at each of my questions be answered not with a general response, and or a presumptive response, but what a response supported by facts and conclusions of law. Either the financial institution loaned my person lawful money, for which "THE ESCROW TRUSTEE", received an Accurate records of the origination of the funds used to pay the seller as required by general principles of accounting and his fiduciary relationship, or he is according to statute and general principles of law as being guilty of breach of trust! Either the financial institution loaned lawful money in a currency cognizable by the United States Government constituting consideration, or it loaned its credit which cannot be construed as consideration in such an instance as an originating loan, nor does the statutes permitting foreclosure on secured loans apply to such an unsecured process and/or practice, at least it appears the law supports such a conclusion.
FACT: I have the right not to be deprived of the right without due process of law, however, during this Banking Holiday, I have been denied my right to access the remedies afforded "BANKING INSTITUTIONS" as defined in law (presidential proclamation 2039), and this agency has been put in place to redress such violations. However, it is not just myself as a member of the public Who is being denied this access, but millions of others are facing the exact same circumstances without recourse, as the judiciary as a result of their investments and involvements in financial institutions and commercial business activities have been slow and/or impotent in their duty to correct these wrongs.
FACT: The banking institutions are authorized by Government, via statutory schemes thus making their acts in violating the rights of the public of which I am a member, ACTS DONE UNDER COLOR AND OR AUTHORITY OF LAW! The CIVIL RIGHTS ACT of 1866 makes it a crime to deprive any person whether citizen or not, of a right secured them by the Bill of Rights of the United States Constitution does it not? If it does not please explain yourself with facts and conclusions of actual law and not presumptive law! We have provided the "Courts" opinions on our position so that no one can claim that our claim is either frivolous, meritless, gobbledygook, nonsensical, and/or any other negative adjective so as to dismiss our concerns outright without due process of law. There is a procedure that must be followed when a party makes a claim and/or CRIMINAL COMPLAINT,- A criminal complaint "is a written statement of the essential facts constituting the offense charged." Section 968.01(2), STATS. To be viable, a complaint must establish probable cause that a crime was committed by the defendant. See § 968.03(1), STATS. A complaint establishes probable cause if it sets forth facts sufficient to permit an impartial judicial officer "`to make the judgment that the charges are not capricious and are sufficiently supported to justify bringing into play the further steps of the criminal process.'" State ex rel. Cullen v. Ceci, 45 Wis.2d 432, 442, 173 N.W.2d 175, 179 (1970) (citation omitted). The complaint "need not," however, "contain all the allegations of fact which if proved would be necessary to convict." Ibid.

FACT: A criminal complaint should not, as the trial court believed, be "strictly construed"; rather, a complaint is sufficient if the facts alleged "give rise to reasonable inferences which are sufficient to establish probable cause . . . not in a hypertechnical but in a common sense evaluation," State ex rel. Evanow v. Seraphim, 40 Wis.2d 223, 226, 161 N.W.2d 369, 370 (1968) (footnote omitted). Stated another way, although a complaint must set forth "the essential facts constituting the offense charged," § 968.01(2), STATS., it need not contain an "encyclopedic listing of all evidentiary facts upon which the state intends to rely" at trial, Evanow, 40 Wis.2d at 229, 161 N.W.2d at 372. Indeed, the facts alleged in the complaint need not "be sufficient to sustain a conviction" even if proved. Cullen, 45 Wis.2d at 444, 173 N.W.2d at 180. When based on hearsay, there must be "enough underlying facts to permit the reasonable inference that the sources of information are probably truthful." Evanow, 40 Wis.2d at 230, 161 N.W.2d at 372 (footnote omitted). Our review of the trial court's dismissal is de novo. State v. Adams, 152 Wis.2d 68, 74, 447 N.W.2d 90, 92 (Ct.App. 1989). State v. Chinavare, 185 Wis. 2d 528, 533-34 (Wis. Ct. App. 1994).

FACT: That *"Under the new law the money is issued to the banks in return for government obligations… The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. THAT IT represents a mortgage on all the homes, and … all the people of the nation." Congressional Record, March 9, 1933 on HR 1491 p. 83!*

FACT: That it has been "*Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to an obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public or private debts . . ." The GOLD Abrogation Act of June 5th, 1933*

FACT: That *"Since March 9, 1933, the United States has been in a state of declared NATIONAL EMERGENCY." "These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process."* Senate Report 93-549, July 24, 1973.

FACT: That the following is the current understanding:

"[Mr. McPhadin] "… The first section of the bill, as I grasped it, is practically the war powers that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."
*[Mr. Stiggle] "This provision is for the issuance of Federal Reserve bank notes; and **not for Federal Reserve notes**; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."*
*[McPhadin] "Then the new circulation is to be Federal Reserve bank notes and **not Federal Reserve notes**. Is that true?"*
[Stiggle] "Insofar as the provisions of this section are concerned, yes."
"[Mr. Britain} From my observations of the bill as it was read to the House, it would appear that the amount of bank notes that might be issued by the Federal Reserve System is not limited. That will depend entirely upon the mount of collateral that is presented from time to time from exchange for bank notes. Is that not correct?"
*[McPhadin] "Yes, I think that is correct." [*the Congressional Record during the debate over the Emergency Banking Act of 1933.].

FACT: That the amendment of § 5(b) provided that the Act can only be invoked "(d)uring the time of war." The elimination of the exclusion made clear that any and all emergency powers that might have previously been available pursuant to a national emergency declared under § 5(b) Congress did not formally terminate the one declared by President Roosevelt (apparently believing that only the President could do so). And so, 50 U.S.C. App. 5(b); 12 U.S.C. 95a. FACT: In amending TWEA, Congress did provide for the continuation of the emergency and of any economic sanctions that were the result of a Presidential declaration of national emergency that were in effect on July 1, 1977, subject to automatic termination unless they were renewed annually. FACT: This provision allowed the continuation of the National Bankruptcy and the National Banking Holiday, as well as the sanctions on regimes like Cuba, North Korea, China, and North Vietnam to continue without the President having to declare a new national emergency under IEEPA. See 50 U.S.C.A. App. 5, note.

The Atty. Gen.'s office is charged WITH DEFENDING THE RIGHTS OF THE PUBLIC, AND BECAUSE I AM A MEMBER OF THE PUBLIC, and that this matter involves public interests, and effect such a vast and wide range of individuals, I MUST INSIST that my claims and/or allegations be taken seriously and that due process of law ensue. As stated, there is a claim that I owed monies to someone, and if that is the case I am more than willing to repay whatever it is that I received, if the bank did indeed loan lawful monies to my person, and they can verify the species of currency (since I have just discovered that the United States treasury has documented that Federal Reserve notes have no value, which means the bank could not have loaned me Federal Reserve notes), and where I can gain access to this species of currency so as to repay the loan, I will readily do so.

As it is, I did not receive the loan directly, it was handled through officers associated with the financial institution/bank, and escrow company and escrow trustee, who withheld vital information concerning the matrix of the loan which had I known at that time, I would have strongly objected. I know that myself as the borrower wherever notified of any payment other than legal tender in the form of Federal Reserve notes were to be initiated, and if that is the case, then the loan associated with this matter was supported and founded upon an alleged fraud and conspiracy to defraud citizens of the United States of America, and citizens of my respective State and I must demand redress! as noted above the United States treasury has already confirmed the Federal Reserve notes have no value, they are not redeemable, as they are not backed by anything. United States Treasury Department who received authority from the president as documented in the trading with the enemies act of 1933 amendment, has given authority to the United States Treasury Department to make such determinations, or so it is believed by the conduct and or actions and/or interactions of that entity. So I stated above, I have demanded that the financial institution provides proof that it loaned actual monies as agreed upon by the parties and not its credit, only to have not received any such proof in violation of my right is a party to the contract, to the agreement. I have suffered harm not only to my credit profile but to my public reputation, as a direct result of the misrepresentations and or omissions, and this was done in conjunction with others resulting in an ongoing conspiracy to deprive me of my right to property and I hereby object and bring forth my claim and petition for redress as prescribed by the Bill of Rights as well as other applicable statutes and/or positive laws.

It is my firm belief that I have firmly provided documentation to support each of my claims of attempt to defraud, via misrepresentations and/or omissions and/or misinformation based on falsities, that simulate a legislative and/or statutory process whereby relying on the falsities and or false information, led not only to damage to myself, my person, my securities, my reputation, and also my property value and my property interest. FACT: A mortgage of the debt- Indeed, mortgage debt has been held to constitute consumer debt, the collection of which may be governed by the FDCPA. (See *McLaughlin v. Phelan Hallinan & Schmieg, LLP* (3d Cir. 2014) 756 F.3d 240, 245–246 [letter sent to consumers by attorneys representing mortgage lender constituted attempt at "debt collection " under the FDCPA]; *Reese v. Ellis, Painter, Ratterree & Adams, LLP* (11th Cir. 2012) 678 F.3d 1211, 1216–1217 [same].) *Davidson v. Seterus, Inc.*, 21 Cal.App.5th 283, 298 (Cal. Ct. App. 2018), all of my rights with respects the right to contest the debt have been blocked and or denied and this is evidence of failure of process and is believed actionable.

Verification and validation of complaint:

I do hereby attest, ascribe, affirm, declare as well as acknowledge that the aforementioned information is based on firsthand information and/or facts and/or conclusionary laws by not only Congress of the several States also of the United States as well as Judicial decisions and opinions of the student and experienced Judicial Officers, possessive the "Judicial Knowledge", qualified to make such determinations. I rely upon these experienced public servants and their determinations respecting CONTRACTS, mortgage agreements, rights to collateral, the nonjudicial foreclosure act, and the various State foreclosure acts, as well as the United States treasury in presenting this my/our complaint TO THESE OFFICES, TO HAVE A PROPER, thorough, and JUDICIOUS INVESTIGATION DONE so as to ascertain whether or not my allegations can be supported by the facts presented herein and/or the accompanying evidence, and if so to have my complaint filed with the nearest magistrate and or judicial officer under the misprision of felony principles of law as required by law! The aforementioned which is based upon firsthand knowledge and/or information is wholly accurate and witnessed by and before God on this day of presentment, and I do so by exercising my right to practice religion of my choice, by declaring this to be done under divine retribution if otherwise. I bring forth this my complaint as stated, so help me God!"

Date ________________ ____________________________________

The Claimant's Natural AUTOGRAPH

Acknowledgment:

State of ______________

County of ________________

On _________(date)___________, __________________________________ (name of signer), personally appeared before me, whom I know personally to be the natural person who signed the above/attached document and he/she proved he/she signed it.

(seal)

____________________________________ Notary Public