"A Mortgage Is Not A Contract"

It is a deposit of money by customer (you) to banker

Every mortgage transaction translates into a deposit of money by customer to banker merchant.

The mortgage merchant business is business through merchant-to-merchant engagement without the consent or knowledge of the customer (depositor of money).

A "mortgage" is not a contract just as the Constitution is not a contract. A Contract requires two (2) or more real parties (offeror and offeree) who, at the time of its execution or adoption, covenanted to be bound by it as evidenced by the signature(s) of both parties (offeror and offeree).

The practiced pattern of the "mortgage merchant industry," and their well publicized activities, proves beyond a shadow of a doubt, that: (1) every "mortgage merchant" did intentionally obtain their customer's Promissory Notes, by non-disclosure, concealment and suppression of the material fact; (2) that the mortgage merchant was not risking any of their own assets in the transaction and, (3) that the "merchant" did intentionally obtain their customer's "deposit" by concerted action, which would accomplish the unlawful things described herein, with full knowledge of the end results of their individual participation.

Every "Mortgage Merchant" would be charged with fraud, larceny and conspiracy to defraud (RICO). I will explain:

A "Mortgage Merchant" is not a party to a mortgage under the laws of contract. No agent/principal for the mortgage merchant will sign a mortgage contract. The reason for the missing signature is because the agent/principal is fully aware that the "mortgage merchant" is not tendering any consideration in the transaction. Therefore, having provided no consideration and having given no indication of any desire to participate as a party to the contract by signing the contract, neither the mortgage merchant nor any other third party who may acquire the mortgage, has any legal authority to impose the terms of the mortgage. The contract fails for lack of consideration.

Only party/parties that have signed the contract may enforce the contract.

There is no power of attorney in the mortgage granting the mortgage merchant the legal right to use the individual's "deposit" for the mortgage merchant’s personal financial gain, without compensating the depositor. There is no written granted authority, or disclosure in the mortgage for the mortgage merchant, or any other party, to "pool," "encumber," "pledge," "hypothecate," or "trade" the depositor's Property on the secondary market where all trades are cleared by the Federal Reserve and are trades "off the books" without compensating the maker.

The depositor of money in the mortgage "contract," has made no appointment of representative status to any agent/principal of the mortgage merchant. After obtaining the note, the non-authorized actions of the mortgage merchant concerning the depositor of money creates -
Bailment “without reward,” consisting of the delivery of an article by the owner to another person, to be used by the latter gratuitously, and returned either in specie or in kind.

If the mortgage were a contract, then the mortgage merchant would have had to tender consideration.

When the “mortgage merchant” obtains the customer's deposit of money, they have committed an act of "Constructive Fraud" by acts of concealment of material facts. These acts of concealment of material facts establish a Breach of Contract, since the mortgage merchant has a legal duty to act in good faith with clean hands and disclose all material facts relative to the transaction.

Having obtained the customer's deposit of money by Constructive Fraud, the mortgage merchant is not justified by "implied consent" to enforce the contract, as that consent, implied or otherwise, cannot be given under a cloud of non-disclosure, concealment and suppression of material facts, or a state of duress.

Do you think the merchant bank holds the moral position here?

If one of the sovereign people has the rights of sovereignty over himself and his property, as one of the sovereign people he also has unlimited right to contract.

- Deposit Pothier defines it to be a contract, by which one of the contracting parties gives a thing to another to keep, who is to do so gratuitously, and obliges himself to return it when he shall be requested.

BAILMENT defined: A delivery of goods or personal property, by one person (bailor) to another (bailee), in trust for the execution of a special object upon or in relation to such goods, beneficial either to the bailor or bailee or both, and upon a contract, express or implied, to perform the trust and carry out such object, and thereupon either to redeliver the goods to the bailor or otherwise dispose of the same in conformity with the purpose of the trust. The bailee is responsible for exercising due care toward the goods. Delivery of personality for some particular use, or on mere deposit, upon a contract, express or implied, that after purpose has been fulfilled it shall be redelivered to the person who delivered it, or otherwise dealt with according to his directions, or kept until he reclaims it, as the case may be.

Simpkins v. Ritter, 189 Neb. 644, 204 N.W.2d 383, 385. Generally, no fiduciary relationship is created by a bailment and hence it is not accurate to refer to the transfer as "in trust", because no trustee-beneficiary relationship is created. See also Pawn; Pledge. Actual bailment. One which exists where there is either: (a) an "actual delivery," consisting in giving to the bailee or his agent the real possession of the chattel, or (b) a "constructive delivery," consisting of any of those acts which, although not truly comprising real possession of the goods transferred, have been held by legal construction equivalent to acts of real delivery. Black’s Law Dictionary Sixth Edition (page 142)

But, a contract creates the law. Therefore, a contract is a living body of law and is an agreement made between living people. When a
contract's sponsors and promoters reduce to a document words and terms that convey privileges and authority, which those sponsors and promoters have no right or lack the capacity to convey, it is illegal.

A LOAN is:
- Bailment without reward, consisting of the delivery of an article by the owner to another person, to be used by the latter gratuitously, and returned either in specie or in kind.
- A borrowing of money or other personal property by a person who promises to return it, State v. Moltzner, 141 Or. 355, 17 P.2d 555, 556;
- Contract whereby one delivers money to another who agrees to return equivalent sum. Easter Oil Corporation v. Strauss, Tex.Civ.App., 52 S.W.2d 336, 340; Shaw v. McShane, Tex.Com.App., 50 S.W.2d 278, 282;
- Debts arising from borrowing of money, Lawrie v. Miller, Tex.Com.App., 45 S.W.2d 172, 173;
- Delivery by one party and receipt by another party of money on agreement, express or implied, to repay money with or without interest. Parsons v. Fox. 179 Ga. 605, 176 S.E. 642; O. A. Graybeal Co. v. Cook, 111 Cal.App. 518, 295 P. 1088, 1092;
- Payment of money by one to another to be repaid some future day, In re Arbuckle's Estate, 324 Pa. 501, 188 A. 758, 761;
- That which one lends or borrows, In re Lalla's Estate, 362 Ill. 621, 1 N.E.2d 50, 53;
- Transaction wherein one party transfers to the other a sum of money which that other agrees to repay absolutely. Yezek v. Delaware, L. & W. R. Co., 28 N.Y.S.2d 35, 36, 176 Misc. 553.

The "deposit" creates a loan by the customer to the mortgage merchant (bailee) to be returned upon request by the customer, bailor of said deposit account.


MERCHANTMAN defined: A ship or vessel employed in a merchant's service. This term is used in opposition to a ship of war.

MERCHANDISE BROKER defined: One who negotiates the sale of merchandise without having it in his possession or control, being simply an agent with very limited powers. Hughes v. Young, 17 Tenn.App. 24, 65 S.W.2d 858. See Broker. Black’s Law Dictionary Sixth Edition (page 987)
MERCHANT ACCOUNTS defined: Accounts between merchant and merchant, which must be current, mutual, and unsettled, consisting of debts and credits for merchandise. Black’s Law Dictionary Sixth Edition (page 987)

MERCHANT defined: One who is engaged in the purchase and sale of goods; a trafficker; a retailer; a trader. Term commonly refers to person who purchases goods at whole sale for resale at retail; i.e. person who operates a retail business (retailer). A person who deals in goods of the kind or otherwise by his occupation holds himself out as having knowledge or skill peculiar to the practices or goods involved in the transaction or to whom such knowledge or skill may be attributed by his employment of an agent or broker or other intermediary who by his occupation holds himself out as having such knowledge or skill. U.C.C. § 2-104(1). A man who traffics or carries on trade with foreign countries, or who exports and imports goods and sells them by wholesale. Merchants of this description are commonly known by the name of "shipping merchants." Commission merchant. See Commission merchant. Law merchant. See Commercial law; Mercantile law. Statute merchant. See Statute. Black’s Law Dictionary Sixth Edition (page 987)

LAW MERCHANT defined: Body of law governing commercial transactions which had its origin in common law of England regulating merchants. See U.C.C. § 1-103. See also Commercial law; Mercantile law; Uniform Commercial Code. Black’s Law Dictionary Sixth Edition (page 987)

CONVERSION defined: torts. The unlawful turning or applying the personal goods of another to the use of the taker, or of some other person than the, owner; or the unlawful destroying or altering their nature. Bull. N. P. 44; 6 Mass. 20; 14 Pick. 356; 3 Brod. & Bing. 2; Cro. Eliz. 219 12 Mod. 519; 5 Mass. 104; 6 Shepl. 382; Story, Bailm. Sec. 188, 269, 306; 6 Mass. 422; 2 B. & P. 488; 3 B. & Ald. 702; 11 M. & W. 363; 8 Taunt. 237; 4 Taunt. 24. 2. When a party takes away or wrongfully assumes the right to goods which belong to another, it will in general be sufficient evidence of a conversion but when the original taking was, lawful, as when the party found the goods, and the detention only is illegal, it is absolutely necessary to make a demand of the goods, and there must be a refusal to deliver them before the conversion will be complete. 1 Ch. Pr. 566; 2 Saund. 47 e, note 1 Ch. Pl. 179; Bac. Ab. Trover, B 1 Com. Dig. 439; 3 Com. Dig. 142; 1 Vin. Ab. 236; Yelv. 174, n.; 2 East, R. 405; 6 East, R. 540; 4 Taunt. 799 5 Barn. & Cr. 146; S. C. 11 Eng. C. L. Rep. 185; 3 Bl. Com. 152; 3 Bouv. Inst. n. 522, et seq. The refusal by a servant to deliver the goods entrusted to him by his master, is not evidence of a conversion by his master. 5 Hill, 455. 3. The tortious taking of property is, of itself, a conversion 15 John. R. 431 and any intermeddling with it, or any exercise of dominion over it, subversive of the dominion of the owner, or the nature of the bailment, if it be bailed, is, evidence of a conversion. 1 Nott & McCord, R. 592; 2 Mass. R. 398; 1 Har. & John. 519; 7 John. R. 254; 10 John. R. 172 14 John. R. 128; Cro. Eliz. 219; 2 John. Cas. 411. Vide Trover.