

STOP FORECLOSURE

The UCC and the Mortgage Trust Affidavit

13 June 05

Paul:

I just got off of the phone with Dan Benham and we were discussing why Banks can not foreclose on a mortgage or promissory note. This is going to be the subject matter of our next conference call. So study the UCC code sections I am going to give you. This all starts with the word Originator as it is defined in 4A-104 (c) "means the sender of the first payment order in a funds transfer." Funds transfer is defined in 4A-104 (a) as Originator's payment order, made for the purpose of making payment to beneficiary of the order. Notice that it says beneficiary this is the first clue that it is a trust account with you as grantor and Bank is beneficiary, trustee, or grantee. This is why you have to dissolve the trust with the Affidavit of trust. Next we go to 3-105 (a) "Issue" means the first delivery of an instrument by the maker or drawer, whether to a holder or non-holder, for the purpose of giving rights on the instrument to any person." 3-105 (c) defines "Issuer" applies to issued and un-issued instruments and means a maker or drawer of an instrument."

The banks are not the holder in due course because they are not the drawer, maker, issuer, originator and do not have attachment, enforceability, secured interest, or priority. As these terms are defined in 9-203 (a) (b) and priority in Sections 9-301 and 9-317 of the UCC. If you read section 3-302 (c) "a person does not acquire rights of a holder in due course of an instrument taken (i) by legal process or by purchase in an execution". Doesn't this fit the description of a mortgage agreement or note, which is a purchase in an execution? It says they cannot acquire the rights of a holder in due course. Now go to 3-106 (d) "If a promise or order at the time it is issued or first comes into the possession of a holder contains a statement, required by applicable statutory or administrative law, to the effect that the rights of a holder or transferee are subject to claims or defenses that the issuer [you] could assert against the original payee [bank], the promise, or order is not thereby made conditional for the purposes of Section 3-104(a); but if the promise or order is an instrument, there cannot be a holder in due course of the instrument." What this is saying is that an instrument that is subject to the claims or defenses of the issuer, cannot have a holder in due course, because it is subject to the claims or defenses of you as the originator, maker, issuer, and drawer and the person holding such an instrument cannot be the holder in due course. This is why you are true holder in due course and are the only person who can assert a claim or defense, under 3-305, 3-306, & 3-307 of the UCC.

A promissory note signed by you as the drawer/maker becomes a financial asset under 8-102 (9) and a security under 8-102 (9) (i), (15), which makes you the Appropriate person under section 8-107 and gives you control under section 8-106, which in turn gives you "Security entitlement" under 8-102 (17), which makes you the "Entitlement holder" under 8-102 (7), which generates an "Entitlement order" under 8-102 (8). This is the reason Section 4-102 of the UCC Applicability says that Articles 3, 4, and 8 are subject to Article 8 and Article 8 governs this Article that is Article 4. Bottom line is that you control both the private and public or credit & debit sides of the accounting ledger, so go sic them.

Jean Keating

Note - All depository institutions under Title 62, chapter 4, codified § 582, original intent of congress: "A depository institutions cannot use it's notes (federal reserve notes) in any of banking operations or otherwise and it cannot use United States of America or bank notes as collateral for any loan for any reason." Furthermore, Title 12 USB Chapter 2 Subchapter 4 Section 83

INTRODUCTION

This document records the official surrender, on June 7, 1949, of Florida's third branch of government, the Supreme Court of Florida, to a private professional trade group formerly known as the Florida State Bar Association and now known as The Florida Bar. This government takeover set the stage for the present day graft and corruption now found in Florida's judicial system.

Since the signing of this court order, The Florida Bar has amassed over 35 million dollars in private assets, not the property of the state. Annual membership dues from The Florida Bar's present day membership exceed 11.5 million dollars. All this loose unregulated cash in the hands of Florida Bar leaders, absent legislative control of its use, has created an oppressive monster and has fed the corruption and judicial abuse presently experienced by members and non-members of The Florida Bar.

This order enabled a private professional trade association to establish a monopoly in the dissemination of information to the public about our laws and our legal system and enabled the use (abuse) of the power of the State to put down Bar members' competition, under color of law. At the time of the signing of this order of surrender, 27 judicial branches of other states had already fallen victim to the same scheme.