Download this recording at Talkshoe.com Dallas Debt Discussion January 3, 2011
[Host: Dave Mack, Guests: Jean Keating and Chris Summers]
[added comments/hard to hear and/or assumed words in brackets]

1-3-11Keating&ChrisSummers.doc

14:28 Chris Summers: If everybody is interested in the **adverse possession** consideration if you go to your **Corpus Juris Secundum** and look under adverse possessions its about 250 pages long you are going to be floored with what you'll learn especially around abatement, abandonment and your considerations as a person that is wanting to put a claim in on property that has been considered within the county.
JK: I've has a property for 3 years under adverse possession. Adverse possession falls under volume 2 & 3 mostly in 2 under. The parts that I really enjoyed is when it goes into **stipulations of abandonment** and **cestui que account**, and the cestui que act of 1666...
JK: When you register a deed you're transferring...you're doing an alienation of right, title and interest of the property by donation.
18:50 It has to do with escheat. If there's no heir or beneficiary the property reverts back to the state.
CS: ...nobody claimed their cestui que account at age 18 so what happened is, the presumption of public policy is, that the state became the escheatment executor under presumption.
JK; At 2203 if there's no executor or administrator appointed then anybody who has actual or constructive custody of the estate property is the administrator or the executor. That's why all these counties have an administrator, appointed, for that very purpose. That's why the judge says you are incompetent because you have not identified yourself the beneficiary. You haven't identified yourself as the heir or beneficiary to the estate. What they do with a constructive trust in equity they make the plaintiff the beneficiary and they make you the trustee. They do this without you even knowing what they're doing. That's how they get restitution. If you go get volume one put out by American Law Institute. Its called restatement of the law and restitution. There's 150 pages in there on **constructive trusts**. A judge does a constructive trust in equity to give restitution, reimbursement to the plaintiff. I did a trust on a judge..you can do this orally..if you read the **Uniform Trust Code of 2005** you can appoint a judge as a trustee and a fiduciary, a fiduciary trustee, orally. 21:05 And if you read 2652 of Title 26 it says any arrangement that has the effect of a trust is a trust whether its called a trust or not. So every time you go into court they're forming a trust.
CS: And guess what? If you go to **Am.Jur. 2d 63 C at page 247 it spells it out right directly out of the volume 46's Statutes at Large, it says that *<u>all public officials</u>* right down to the garbage man *<u>are trustees to execute the closure of the public debt</u>* and that any issues that is brought to them by the private sector for them t*o execute the closure of anything***. If they fail to execute that they will be held responsible for not executing their oath and them being a Trustee to the bankruptcy. 22:06 Its gonna knock your socks off.
JK: What was the subject matter of that?
CS: That was under Fiduciary obligations of public officials and it **came out of a case that set precedence in regards to the IRS *<u>settling and closing out debt</u>*** and that was structured **to appoint the IRS as a public official under the bankruptcy act along with the Comptroller [of the Currency] *<u>to execute the closure of public debts</u>* it just had the initiation <u>to make them the Trustee of anybody *submitting their bills to the IRS*</u>,** and that was the case that set the precedence and the Am Jur and the law of the land.
JK: Do you have the name of the case?
CS: No, but if you just put Am Jur 63C section 247, that's 2D by the way, if you put that in there you are going to come up with some of the fiduciary obligations the IRS along with a whole bunch of case law that follows that set precedence. And that should be used in every case! Traffic tickets, anything. If you put that Am Jur 63C 2D at 247 that makes any public official obligated to work on your behalf without being your attorney, but **<u>they have a fiduciary obligation *to close the* [your] *public debt* at your request or demand</u>**. 24:04
JK: You have total control.
CS: Absolutely, and if you want to use **that 28 USC 1361 if they fail to execute as you prescribe them to do on your behalf to close out public debt in regards to you and your estate then you do a petition to compel them as a public official and if they fail to do that, now they have created either treason and/or defraud of the United States and the constitution** and what the intent of the legislation set forth. 24:54 I'm telling you we are getting so close to lock stock and barrel to get this thing down right, that if these guys don't start behaving they re gonna be in the same boat with these bankers and they're gonna show on record that they are in collusion to support commerce and they disregarded and they stopped representing the people and we can't put up with that not as American people or a civilization at all. 25:19
JK: none of the federal judges have oaths.
CS: right now we have 15 hits of enactments by Congress that has taken our country and all public officials and all public offices and have transferred the authorization and the jurisdiction under the United Nations under International Law and under the Reconstruction Act of 1868 we are under military law and has not been rescinded and therefore all public offices

are running as a military commercial enterprise [risk] under the UPU [Universal Postal Union].
JK: Yeah, its all under what they call Unidroit.
CS: ...we are so far behind with what is really happening in this world...
JK: The order of Jesuits own the Catholic church, the Vatican and the United Nations and the Pentagon. Admiralty maritime law all came from ecclesiastical law. 28:xx

DM: Deny the signature [on the Promissory Note].
JK: 31:58 I pulled the B5 prospectus which proves you're dealing in an investment contract not a mortgage loan.
I challenged the authenticity of the signature. If you don't, under 3-308, challenge the authenticity of the signature its admitted. DM Silence is acquiescence.
JK: Two things they have to prove to foreclose. That they're holder of the note, holder in due course and prove you signed the instrument. **Read People v Martinez, you can deny the signature as a forgery. Because if you obtain a signature through misrepresentation its a forgery**. Best evidence rule, in FRCP its 1101 and 1201 it says copies are admissible unless the authenticity or validity of the document or the signature is brought into issue. Under the best evidence rule they have to produce the original document.
DM: And you're not just doing that when you tell them I want to see the wet ink signature note, correct?
JK: Title 16 section 433.2 defenses and claims, it uses the admonition of...I can read it to you..it talks about a buyer and a seller. It doesn't talk about a debtor and a creditor. Ask yourself; Why would they take a commercial document that's supposed to be a mortgage loan and put it under Title 16, which is the Federal Trade Commission? All creditor law is under Title 12. When I read this to you you'll understand what they're getting away with because nobody knows this. Nobody's bringing it up. Everybody is asking for the note but **should be asking for the loan application**.
DM: They were monetizing the application and not even making the loan. **Every application...every thing you put your signature on is being monetized**. Whether you're applying for a fishing license or a hunting license, doesn't matter, its being monetized.
JK: That goes along with Title 12 section 1813 L1 says. Did you know that accounts are money and cash?
DM: That title 16 you're talking about they have intentionally left that verbiage out of there where they cannot be the holder in due course, correct?
JK: It talks about commercial practices. Its the federal trade commission.

41:xx CS: Foreclosures are not part of the ordinances in the county. The original jurisdiction of land issues is with the Land Commissioner of the state which is under the BLM. That any issue about your property or your estate and or your land has to be taken up under an administrative hearing under the Land Commissioner of the state not the superior court of the state. This is a big mistake. They misconstrue it. They are misleading you. You need to take these issues up either at the Human Rights Commissioner of the County [where] there's no ordinance that allows any kind of a foreclosure and/or the Land Commissioner for the state.
JK: You know what brings that back to the administrative level? A write of mandamus. 42:55
CS: There you go. He's pretty sharp guys, I want you to know that.
JK: You know who's bringing the claim? Its not the lender.

45:00 JK: What it talks about is claims and defenses that a buyer can assert against a seller. Why would they say to you that there is a buyer seller relationship on a mortgage loan? This is credit application mind you not a mortgage loan. This is talking about a buyer seller relationship under Article 2. Well, if they take it subject to your defenses and claims then they can't be a Holder In Due Course and how can they be a HIDC if they're not a creditor? This proves that you're dealing in a investment contract not a mortgage loan. And the reason they file a 1099 A as abandoned property is because you never claimed the security. (Here's 433.2)

Here's the notice;

> Any holder of this consumer credit contract is subject to all claims and defense which the debtor could assert against the seller of goods or services obtain pursuant hereto or with proceeds hereof. Recovering here under by the debtor shall not exceed amounts paid by the debtor under.

So what you have is a buyer seller relationship. Well what did you sell? You sold a security. If you read Title 15, if you apply the rule of statutory construction called Inclusio uno est alterus exclusio (the inclusion of one is the exclusion of another) it means if its included in a definition of a security its excluded from the definition of a note. That's a rule of statutory construction. 48:xx
50:41 If you read Title 15 section 78 C A 10 it says If its included in the definition of a security it is excluded from the definition of a note. Well if you're not dealing with a note you're not dealing with a mortgage loan, you're dealing with an investment contract. Title 15 section 77 A 1 says all securities are investment contracts. Where you got a note with a maturity of 30 years. That's more than 9 months. And it excludes notes with maturities of 9 months or less. Its excluded

from the definition of a security, its included in the definition of a note. If its excluded from the definition of a note, its included in the definition of a security. You are dealing with an investment contract by statutory construction. 51:43
You should be asking them are you talking about a note or are you talking about a security. And I'm making a claim. There's where your defenses and claims come in. What does it say in 3-305 and 3-306 you have a right to recoupement.

Recoupement means a claim. What is your claim? Read 3-306 it says you have a possessionary right and a property right in the instrument and its proceeds and you have a right to rescind negotiation of the instrument. Hoe many of you have ever rescinded negotiation of the instrument? 52:35
DM: People usually have a tendency to rescind their Power of Attorney or power of sale.
JK: Well negotiation means indorsement. If you rescind a negotiation the note is worthless. [Then] they can't sell it. And what if you regained the debt? Don't they have to give you the note back?
53:47 If you read your Deeds Of Trust today it says they have the right to transfer and sell the note as many times as they want without notifying you of that. Let's say they sell the note to somebody else. How are you going to get redemption... how are you going to redeem and get the note back after you redeem it, if they sold the note to somebody else? **What they've done is called clogging. It extinguishes your right to your equity of redemption. You cannot redeem the debt if there is a clogging provision in the instrument that creates the debt. And they cannot do that. They cannot have a clogging provision in a deed of trust. And they cannot have a confessed judgment. You've got a confessed judgment under a power of sale. When it goes into default, that's why they do these non judicial foreclosures. They can sell your property without a court order. And what that is, is a warrant of attorney.**
DM: That's what they do under the Napoleonic Code in Louisiana.
JK: Yeah, there has to be a bond in place to indemnify the warrant of attorney because you're dealing in a confessed judgment. In California **<u>you cannot have a confessed judgment in a instrument without the signature of the debtor, borrower and also a attorney has to swear that he advised the borrower of the confessed judgment and that he acknowledges the same and you have to file this into the court record. 1131-1134 of the California Civil Code. And all other states have similar statutes and most of them prohibit confessed judgments which is what you call a cognizant note</u>**. So they can go to judgment without even getting a court order. Read your Deed of Trust because most of them say if there's any overgee or if there's money due at maturity you can pay it at maturity. It says that in the DOT. 57:40
The security is not in default until maturity [30 years]. In every deed of trust Ive read it says if there's any amount due at maturity it can be paid at maturity. Well if they foreclose and sell the property how can you pay money due at maturity if they've sold the property and the note?
DM: Well that should be another defense against it shouldn't it?
JK: Well yeah, these are all things that people are not raising because they're not aware of them. I told them; I signed an investment contract, where's my proceeds?
DM: There's another part that plays into this in the Patriot Act, forcing them to show the source of the funds. 58:48
JK: Mitchel Stein attorney in San Diego county has 2,000 plaintiffs suing Bank of America and Countrywide. He did a motion for discovery to have the plaintiff reveal the source of the funds under the Patriot Act. And the judge ordered them ...and he's coming out with a 4TH amended complaint which I am going to get a copy of. I already did the research. I went in and pulled **the Patriot Act and its called the Bank Secrecy Act which is under Title 31 section 5311** ep seek [?]. And the Treasury regulations governing the Bank Secrecy Act are at 31 CFR Code of Federal Regulations section 101.31. And they have to disclose to you where the funds are coming from. And one of the analogies the judge used was what if the funds came from the Taliban? So he ordered them to show where the funds came from. You want to remember all these courts are under the War Powers Act. Any time you have a declaration of emergency they're under the War Powers Act which this guy..I don't know who he as but he's very well informed. He says that they're enforcing the bankruptcy. Which brings up another issue. If you go back to 1066 under the Norman Conquest when the Duke of Normandy, it was France conquered England they put every body under feudalism the doctrine of conquest and that's when they stated using Deeds of Trust. And that's where the Doctrine of Mortmain came from, which means dead hand. And that's where mortgage comes from meaning dead pledge. Here's what this originally applied to. Under the Doctrine of Mortmain when you have a dead hand that means you are civilly dead. It has to do with civil death. And alienation has to do with mortmain. You can't own property under alienation or mortmain. Originally the crown applied it to ecclesiastical corporations and then they started applying it to corporations and that's when the attorneys got their dander in an uproar. And so the king passed legislation giving them...that's where charitable trusts came from. So they put property in charitable trusts so they could hold it in perpetuity. That's why all your states have adopted the rule against perpetuities. And the reason for the rule against perpetuity is the Doctrine of Escheats. When the property escheats back to the state and it does if its abandoned and what you've done by recording the deed is you've abandoned all right, title and ownership in the property. Go read your Deed of Trust. The borrower hereby transfers all right, title and interest in the below described property to the lender. Now go read the instruction booklet on the 1099 A and the 1099 C. It says abandonment occurs when the right, title and ownership is transferred to the lender. When is it transferred to the lender? At closing. You did a purposeful relinquishment and waiver of right, title and interest to the property at closing..

DM: At the time that you think you're buying the property.
JK: ..when you borrow the property. **That's why its an unconscionable contract**. You abandoned all right, title and interest in the property to the lender! And **they don't give you the 1099 A and they're required to do that**. They give it to you after they've foreclosed on the property. After its already in default and they've engineered this whole thing. They can tell you the month and year its gonna end up in default cause they accelerate..when they securitize these loans. You've got about 4 different people you've lent the note to **and they're using the security and they're all drawing money off of it** that accelerates the principal and interest. 65:06 So you end up in default. Your payments keep going up. [ ] under a pooling and servicing agreement to which you're not even a party.
DM: And its standard procedure to have you sign 3 to 4 copies of the note.
JK: Yeah, they sell the note but they don't transfer it. Its coming out now that, especially Countrywide, one of the women employees that handles all the transfers of notes says we never transferred any notes.
DM: So they've defrauded the investors.
JK: And Neil Garfield go to his web site, **they put all the investors in place before there was ever a mortgage loan. Doesn't that tell you that its an investment contract and not a mortgage loan?** That they use the mortgage loans as a smokescreen to cover up the fact that its an investment contract involving mortgage backed securities. And t**he proof of it is that your note is a security with a maturity of more than 9 months** and its excluded from the definition of a note by statutory construction. I've got all the case law on this. All mortgage notes are non-negotiable instruments. How can there be a loan on a non-negotiable instrument? 67:13
DM: Jean and I are working on an outline of all this info.

69:xx JK: They're making you liable on the Pooling and Servicing Agreement to which you are not a party. This is where the statute of frauds comes into play. In California its under 1624. In the Uniform Commercial Code its 2-201. And the Statues of Fraud says if its not memorialized or subscribed to by the borrower they can't make him liable. That's where your mortgage payments are going, to the investors. And that's why when they foreclose on you..that's why in California they passed 2923.6 where they do a loan modification on the investment contract to appease the investors. 70:23 Well they're holding you liable on an investment contract to which you're not a party and **the statute of fraud is evidentiary. If you don't raise it you waive it**. If you don't raise the statute of fraud at the trial court level you waive it. That's why you're not winning in court. You're waiving all your remedies. Under 3-105 you're the issuer of the first funds transfer. The drawer and the maker is. Doesn't that make you the issuer? Doesn't that make it an OID? And isn't it a security? By exclusion. Exclusion from the definition of the note. And isn't it a security by statutory construction? And weren't you the issuer as the drawer and the maker? Damn right you were. So don't you have an adverse claim under Article 8. Aren't all securities governed by Article 8? And don't you have an adverse claim and a possessionary right in the proceeds? Why haven't you brought that up? Where's my damn money? 71:53

72:00 Opens for questions; How are prison bonds related in this matter?
JK: Its a tax issue cause you made a donation. Go read who's liable on a donation. The donor is.
The bank never makes an appearance in court.
DM: What do you do when the court ignores them?
JK: Say I object under rule 601. Incompetency to testify. They're testifying on behalf of the decedent. That's hearsay that's rule 801. They're incompetent to testify on behalf of a dead person rule 601. You do a motion to strike their testimony because its hearsay. And doesn't the court have a suis ponte [?] You have 2 issues here. You have standing under Article 3 section 2 and you have real party in interest. The real party in interest has to come into court and give [ ] and under rule 19 of the Federal Rules of Civil Procedure. Its called joinder. And rule 19 works with rule 17. And because you're in an investment contract you have to enjoin the investors to the real parties in interest under rule 19. You need to read the bankruptcy case Enry Quang. Just type in; 396 BR 757
Required Joinder To Party; A person subject to service or process who's a joinder will not deprive the court of subject matter [ ] must be joined as a party if in that person's absence the court cannot accord complete relief on [money?] existing party. Go read it, go read rule 19. [he reads the rest of rule 19] and nobody brings this up.
Caller: So bonds are securities...
JK: You have a right to a..but **you got to file a claim. All securities are governed by Article 8. How do you file...go read what an adverse claim is. You have a security entitlement right. You're an entitlement holder. You have to write a letter...do you know who the broker is? Attorneys!**
Caller: That's what Cowboy, uh, Russel Dean [Lantern?] is bringing up that they were the entitlement holders and whoosh, they cut off all communications.
JK: **That's because you have a defense and a claim in recoupement for the proceeds in the investment contract because you were the issuer that's why you need to file a 1099 OID into the court record. Tell the judge; If you don't make them give me my proceeds and you do a taxable termination in my interest in the property I'm going to file a 1099 OID showing the court and you as the recipient of the fund and I'm going to file a 1096 and a 1040 form showing the court**

as the recipient of taxable income. How do you like me now. 81:24
Here's United States District Court of Nevada v Evy Wang[?] right on the internet.
Caller; How do I get my land out of the county records?
JK: Fire the Trustee i.e., the register or recorder of deeds. Fire him. **Send him a letter as the Holder of the Power of Appointment and say under the Holder of the Power of Appointment Act of 1951[in Title 26 section 2038, 2041 and 2514**] I'm terminating you as the Trustee over this property. Tell him you want the Deed of Trust withdrawn from the records. **<u>You're the Grantor Settlor plus the Donor. Identify yourself as the Donor, Beneficiary and Heir.</u>** In fact tell him as the Executor of the estate of the decedent and use the all capital letter name. Tell him I'm terminating the Trust. You have the power to do this. You have to exercise it. That's the power because this is a tax issue. That's what these attorneys they're making you pay the tax and you're liable for the tax. But if you appoint them and they do a taxable termination and you make them the Trustee the Trustee is liable for the taxable termination.
Caller: Yeah but its just sitting in there but of course I'm paying property tax on it.
JK: Well that's because you donated the property to the county.
Caller: So this would also terminate the property tax?
JK: Yup. And do a meets and bounds, the land description and then redo the deed, but don't record it. 85:03
Caller: I can do the deed myself?
JK: Yeah, terminate the..you got all this power and you're not using it. Write a new deed of trust and take it and get an abstract of title [title page?] using the meets and bounds and say I own the damn property, go fly a kite!
Caller: Are you differentiating between land and property?
JK: Yes I am. What you're doing with a land patent you're making a property description. That's why you want to stay away from land patents. They don't describe land they describe property. Read the Land Ordinance Act of 1785. That's what started the public land survey system. Divided the United States up into townships. And Thomas Jefferson, he's a Crown Agent. That's how they got control of the land. Do you know why you want to stay away from land patents? They divided the United States up into military districts. And they did this under the Insurrection and Rebellion Acts of August 3rd 1861 and July 17th 1862. They divided the land up into 648 acre increments of 36 square miles each. Those were your townships. They had range, lot number, section number and what they did was put these properties in a military district that's why when the civil war ended they awarded land patents or land grants from General Grant for the soldiers that fought for the north. They were all given land grants as compensation for fighting the south in the civil war. 87:44
Caller: You said if you want to monetize a money order you send it to the CFO but if you're doing it for say a chiropractor and supplements and stuff like that how do you tell them to monetize your money order?
JK: They don't monetize it. You do.
Caller: How do I get the money for it.
JK: When you monetize it it is money.
JK: Do you have the bill?
Caller: Yes I do. Do I send it to IRS?
JK: You can do a money order on it or do an acceptance. Send it to the bookkeeper.
Caller: Keeps sending her a bill, they don't acceptance.
DM: That come under enforcement. 91:20

JK: 99:05 **You need to get an abstract of title on the meets and bounds which is the common law description of land, not the property.** They only started using property when they started using land patents. They did this to tax it. When you register your automobile or land they tax it.

100:38 JK: There was a court called the US Court of Private Land Claims. This is important because the Treaty of Guadalupe Hidalgo. They took out article 10, 9 and 6. And California is still a territory of Mexico. I put this in my letter rogatory. These people are operating under Unidroit. That's the unification of private law under the Hague convention. Its called the Unadroit Convention On Private law. And I use their law against them. And under the Unadroit convention they have what they call Private taking of Private Evidence and Commercial Transactions, under Title 28 section 1781 and the Federal Rules of Civil Procedure 28 B. And I've got a law review article that goes into this ramifications of all this. **I'm coming in there as a foreign state under title 28 section 1601 through 1610 which is the Foreign Sovereign's Immunities Act**. And I come in there as a foreign state **and I judicially notice them and that I'm not subject to their jurisdiction under international law because that's what they're operating under**. Remember treaty law pass[ed?] pursuant to the constitution which is the supreme law of the land under Article 6 section 2. The Treaty of Guadalupe Hidalgo was never ratified and adopted so New Mexico, Utah, Colorado, none of these states are states, they're all territories of Mexico. Why do you think they're letting all the Mexicans come in here. They have more rights than you do. They were given land grant under Article Ten. 103:30 [so those state court decisions are not valid]

107:00 Caller: Okay what would you do at this moment. Okay I got the letter rogatory for the judge. Bring up Guadalupe Hidalgo. But here I am after the fact [evicted locks changed, he changed them back but hasn't moved back in]
JK: Bind him by oath. Tell him you took an oath to uphold the Constitution. And so identify yourself as the posterity. Your a preamble citizen under the preamble of the Constitution. Tell him you're a constituent member of the posterity and tell him your white i.e., one of the preamble citizens of the Constitution.

107:47 Caller: Do you accept his oath of office, do you use that step?
JK: Yeah **I'd remind him that he's a fiduciary trustee by oath of office to uphold my defenses and claims. I've taken their oath down and got it apostilled. And if they have a bond I take that down to the Secretary of State and get it apostilled and then I record it with the county recorder. Then I take it into court and put it into evidence and say you and I got a contract buddy and if you breach your fiduciary duty I'm gonna file a claim against your bond.**
Tell him you want the CUSIP number. Tell him you want the Duns number that this is a commercial trading company underwritten by Euler Hermes which is Allianz which is Pimco Bonds in the united States. Allianz is the reinsurance for all these courts. They underwrite all these court judgments. You want to file a claim for fraud because they made a fraudulent conveyance and transfer of your property under Urhermes and they're going to be liable for it. You're going to file a claim against their bond. 109:43 Euler Hermes underwrites Dun and Bradstreet. And Euler Hermes is the subdivision of Allianz out of Munich Germany which is the parent company and its not called Allianz its called Pimco Bonds and they're right here in the united states. They have an office right here in Thousand Oaks. Tell him you are going to file a claim with Pimco Bonds and seize all their bonds.
110:55 JK: Fannie Mae owns all these notes. They go through the Chief Financial Officer and Fannie Mae is holding all the abstracts and titles.
Default was paid off by the FHA Federal Housing Authority which underwrites Fannie Mae and Freddie Mac. Go to Wikipedia and read about Ginne Mae. Investors are paid off by FHA that's why they're in financial trouble right now. They had to pay off all these investors on these foreclosures.
Caller: That's why nobody is getting relief except for the investor.
JK: Yeah well If you come in there as an investor...file an adverse claim. Read 8-505 and 8-508 of the Uniform Commercial Code. It tells you how to file an adverse claim.

114:51 toby.butterworth on skype to join Keating's Tuesday classes
Caller: I've never seen in writing if you don't respond within 20 or 30 days etc., until I read Black's 4th lying by, its like sleeping on your rights. Silence is acquiescence. And for anybody dealing with MERS; Anatomy of Mortgage Fraud on Huffington Post about MERS. What would you do to take possession of the house again?
JK: I would get a declaratory judgment. Publish that in a newspaper. Read the Robinson v Kerrigan it tells you how to do a quiet title.

119:33 Next Caller: I do a lot of apostilles. I had a case where I was actually winning [ ] dejure judicial notice with an apostille on it and I walked right out of there.
The lawyer brought copies of the note which had two indorsements on it, both signed without recourse..
JK: that's a restrictive indorsement. That's a material alteration under 3-407 and what it does is it [suretyship?] the defense. It discharges the drawer and the maker. Makes it void.

121:30 Caller; Listened to John Stuart who drew attention to any application that is made and that the CFO's who know how to manipulate the flow of money, take these applications and actually wind up becoming instruments. So if they become instruments what would they do if they get a CUSIP number on them...
DM: Right. JK: Yeah.
..and then they bond the thing and then they go to the government and get a loan on the bond. And of course the bond goes on the market place. But the curious thing about that is the application or the instrument essentially, who's is that? Is that yours or the entity that you gave the application to. It seems to me it would be the person's who filled out the application. That's who it belongs to. Being an instrument you're supposed to get that back. JK: Yeah. Caller: And if you don't claim it back these institutions, take for instance a department store where they say fill out this application and for the next 2 or 3 days you get 50% off. And you have to ask yourself, how can they do that? You put the application in and lo & behold the credit doesn't work but you get the 50% off anyway. So by them keeping your application they're are making money off of that thing... 123:47 DM: That is absolutely correct. ..right off the bat and its under a general action called Trover. Black's Law Dictionary says we've made a conversion without your consent and never told you about it and never told you that you could have it back... JK: That's correct. ...That draws a lot of answers to why everybody is unemployed and filling out all these applications. What you sign it on is important, its not the signature itself [WTF?]
JK: Yeah, they're going in there and accessing your account. Taking money out of your account. Read Title 12 section 1813 L 1. It says accounts and notes deposited in a demand deposit account are cash or money. It says that in FASB [interference]

cash flows. 125:06
DM: Let's say somebody applies for a credit card. How do they assign a value to that?
JK: Whatever you were gonna buy they go in there and draw the money out
DM: Is it arbitrary. Could they just say this application is worth $5,000?
JK: Its abandoned funds. You didn't claim it so they did. If I have one thousand hundred dollar bills and drop them and walk away, who's got right to them? DM: Whoever finds them. JK: Right.
Caller: **you gotta go back and claim them under Trover otherwise they get it and they got it and its a legality under common law.**
JK: Yeah, that's right. Go get Compler's Common Law Pleading off the web. **That's a common law action. So is writ of replevin. You can replevin the note back. Tell them you want the note back. You want the proceeds. You can use a writ of replevin to get the proceeds or the note back.**
Caller: Friend went to bank and said I need the CUSIP on the credit card application. Three days later he got a letter saying the bill has been completely dismissed.

128:09 Caller: Where do I study more on rescinding negotiation of instrument and recoupement.
JK: 3-306 of the Uniform Commercial Code.
Caller: I didn't hear under the holder of the power you said
JK: That's the Holder of the Power of Appointment Act of 1951. That's in Title 26 section 2038, 2041 and 2514. You can fire people. You can make new beneficiaries. You can make new Trustees. You got total power. You're just not exercising it.

130:44 Caller: Do you offer one-on-one or paid private sessions...
JK: Yeah, you can call me.
DM: Send me an email at knockoutcollectors@swbell.net
Caller also asks about her sisters kids being taken away.

136:52 Caller: Reads email sent to him on a foreclosure case ruling. Blows the fraudsters out of the water.

142:xx Caller: We're purchasing property with cash free and clear so how can we transfer that property without filing the deed and getting caught up in the property tax.
JK: Give them the note walk out. You bought the property. They don't need the deed of trust. The note paid for the property. Tell them to do an order to pay on the note then it becomes a draft. UCC 3-104e. You indorse it 'pay to the order of'. That pays for the property. You don't need a deed. If you file the deed you just donated the property to them.

148:18 JK: The deed of trust is the confessed judgment.
Caller: How is a sheriff's deed a confessed judgment?
JK: He has the power of sale when it goes into default. You gave them authority to foreclose on your property if it goes into default, in the DOT, in a non-judicial state, so it is still a judgment, just a non judicial one.
[but how does that fit with what he said earlier about the money/payment not being due until maturity??].

154:xx JK: Writ of replevin is common law remedy to get note back. That's the remedy for the return of a promissory note.
155:xx JK: Do an ag lien.

159:xx Caller: We have confession of judgment in every Deed Of Trust.
JK: When they do a warrant of attorney they have to have a bond. Ask them for it. The one that's foreclosing on it, ask him for his bond.
Caller: We stopped paying in November 2008, they posted a seizure on our door.
JK; You're not paying on the investment contract you're paying on the pooling and servicing agreement to which you are not a party. I can prove it, pull the B5 prospectus and get a copy of the PSA.
Caller: They put the seizure on my door in October and then I filed an Executor letter with the State Court Administrator who then noticed me that he was not the Trustee of my estate.
JK: Tell him you're doing it on the power of the uh.. that you made a donation to the state you're doing it under the power of the Holder of the Power of Appointment Act. Now you've got to pay the tax on the donation.
Caller: was that that 1099 A you were referring to?
JK: Yeah. Tell him you are going to report him as the recipient of the funds.
DM: Do you think he might think twice about wanting to do that?
JK: Make em run out of the court room. I made them run out of the court room. It shut the court down for 3 months and he hired attorneys to try to get out of it. The judges hired attorneys, and the prosecutor. I got em all. This is a criminal case, 4^{th} degree felony. Ever see a judge pull up his robe and run.

FRN's are underwritten by agricultural products. Title 12 section 348.
Guess who's got a 30 billion dollar ag lien on the Cleveland federal Reserve bank. Me.
Do you know why you should do an ag lien? Because when you signed the birth application it was a product contract.
You're a product. Your moveable goods. Look up catel means property. Where cattle and chattel comes from. Caputa latin for head or principle. In jail or the military they do a head count....They're taxing you as human capital. IRS is the head of the capital fund... IRS works for the Department of Agriculture. The IRS works for the National finance center.
The Emergency Bank Act of March 3, 1933, passed before HJR 192.
Do you know what Public Law 73-10 is? The Agricultural Jesman[?] Act of 1938, originally passed in 1933 but repealed. And they passed that May 12th 1933 before June 5th, that's why everything is under the Dept. of Agricultural. And guess who they have a livestock protection insurance policy on? All of their livestock, or their catel (cattle) or chattel.
I called the Dept of Ag and they said they issue the authorization voucher then dept of Treasury issues the checks. 2:48
Everything is under the Dept of Ag because you are farm product. You know what a 1040 tax is? Its a tax on farm property... You are cattle? Definition of farm is to pay out.
What do you think would happen if everybody put an Ag Lien on em and then foreclosed on it?
An ag lien trumps a security interest and a mortgage loan. You do an ag lien on a UCC 1. And when you record it..
Go read what an ag lien is. It gives you the right to execution of payment and foreclosure on the loan. And read 606 & 607 of article 9 you can foreclose on it. The lien is so powerful that when the lien is perfected its already in default and you can foreclose on it under 607 through any judicial or non-judicial process. I quit teaching classes on this cause guys were abusing it. And people aren't doing it right. Its hard to do a template because the facts are all different.
Under the Uncitral..if you read the uniform laws annotated under article 3 any international promissory note or international bill of exchange trumps article 3 of the uniform commercial code. It preempts it. The UN treaty is the supreme law of the land under article 6 section 2. I did one on a napkin and they gave me a receipt for it [and] they thanked me for the payment. I drew it out on a napkin and they gave me a receipt payment in full.
Caller: How did you indorse it?
JK: The drawer and the maker. ..[dishonest?] I would have done a 1099 OID on them. All public debt instruments are OID.
These people that are doing OID's are doing them wrong. They're not identifying themselves as the issuer. Ya gotta file an 8281 because they're a public debt instrument. You can call any broker tell em your social security number and they can give you the CUSIP number. Committee on Uniform Securities Identification Processes. 176:10
I found out Shanghi Bank had my bond so I called them and said I want to talk to your investments. You've got my bond and I want it back. Here's the CUSIP number and she hung up on me.
I've got a taped conversation between Dan Benham and the DTC and they're holding all of your instruments in Trust, the DTC is, its a holding company. And they're the trustee on all these credit card accounts. They're the registered owner that's why they use the word CEDE and company. That's the nominee for DTC. They put all commodities and securities in CEDE and company's name and they're the registered owner. **And then whoever the beneficiary is they make the payoff on the...you haven't identified yourself as beneficiary so they're paying out to others as abandoned property.** Does that make you want to take a blow torch to your paper fanny? **Everybody is using your money but you**. 179:xx
Caller: I was wondering if you can use the Form 56 with the 1099 A to claim that you're the beneficiary with the IRS?
As the Holder of the Power of Appointment of course you can. You can do anything you want. Well, within reason. The donor has all the power. You can fire..tell that registrar to take a hike. How I found all this out I got the book “Complete book of Wills Estates and Trusts” by Alexander Bove. I called him and he said he knew the top tax attorney there so I made an appointment and talked to him for 4 and one half hours and after I got through he said you're scaring the shit out of me. Cause he knew that I understood that everything is a donation and everything was a charitable trust. In his book he says that you can be both the trustee, the beneficiary and the grantor settlor all three rolled into one. That's why the courts say you're incompetent. Because you haven't gone in there and identified yourself as the beneficiary so they do a constructive trust in equity, they make the judge the executor and administrator of your estate which you've abandoned because you haven't claimed anything and that's how they give restitution and reimbursement to the plaintiff. You end up paying under the constructive trust you end up giving restitution and reimbursement to the plaintiff. That's why you never win. And I've won every case I've done that on. Every single one I've been successful cause I've used trust law on them. That's why I say you have to understand trusts law, tax law, commercial law and accounting. 181:48
Anybody that knows anything about commercial law will tell you that a loan application is an account. Its money. And when they deposit that application in an account because its the equivalent of money or cash. Read Title 12 section 1813 L1. It defines what deposits are. Go read FASB 95 statement of cash flows; when a loan is made and a note is deposited in a demand deposit account it becomes a payment to the depositor and a receipt to the bank, and a receipt to the depositor and a payment to the bank. Under the accrual method of accounting its both a payment to the bank and a receipt to the depositor and a receipt to the bank and a payment to the depositor. Both. Just like you deposited a check.
Don't they have to give you a receipt when you deposit a check? Isn't that a Demand Deposit Account? They actually make a Defe'asance note ..**when they do these mortgages they take your note and they sell it, transfer it to the Department of Treasury.** And they're not going to tell you this but I know for a fact that they're doing this. They issue under FASB # 140

Extingushment of Debt, they do an in fact and an in substance Defe'asance. **They extinguish your debt at closing**. They trade your PN or [which is a] security for a de-fe-ensce note from the Treasury and the put the Defe'asance note into the record. From the French word Defe'asance to defeat. They did an in Defe'asance at closing. **That's why they never show you the balance sheet. That's why if you pull the RCS call report for your loan period it will show no residual income for the first and last quarters of the loan period. The RCS call schedule shows no residual income for the first and last quarter. See when they do a loan they have to report it as income on the balance sheet. Well if you pull the RCS balance sheet on the call reports, and this comes from the FDIC, it shows no residual loans or residual income for the first and last quarters of the loan period. In other words, there was no residential loans of 1 to 4 bedroom housing for the first and last quarters of the loan period. Doesn't that tell you there never was a loan.** 186:25

Fannie Mae, Fredie Mac, etc., etc. are all part of the HUD corporation.
Read 3755 3756 of title 12. The only person that can foreclose on a HUD loan is the secretary of HUD, unless they appoint a substitute commissioner. Ask them for their authorization from the secretary of HUD to foreclose. 3:07

Caller: I'm kind of in a holding pattern right now okay, abandoned my paperwork with the state court administrator. They haven't done anything. I don't know what I should file other than what you said earlier.
JK: You know why they call them administrative? That's another name for executor.
Caller: They did a petition for position of Executory process for my property.
JK: They're probating your estate under constructive trust because you didn't go in there and identify yourself as the beneficiary or the heir.
DM: When you did the executor letter then you put them on notice that you were in fact stepping up as the executor.
Caller: Yes and because its executory process its just sitting there.
JK: Tell em you are the executor and the beneficiary and the heir and the **donor** and you're appointing them fiduciary trustee under an express trust and if they do a taxable termination on your interest in the property under **2603** they are liable for the tax.
That's why 2512b says when a monetary transaction is done and the value of the property exceeds the value of the conservation[?] given, shall be deemed to be a donation. So anytime you give somebody money, what you call money, and I don't care what form its in, its a donation. Gold and silver is not money anymore, its a commodity. Now if they do a taxable termination on your property they're liable for the tax.
Did you know that under 2941.7 of the California civil code if the beneficiary and the lender cannot be identified that if you write a letter to the trustee, and they have a form in the code section for doing that, they can do a reconveyance and a release of lien. They're required to do it in 30 days. Can you identify who the lender is on your mortgage? Can you identify who the beneficiary is? Ask em who the beneficiary is under the Pooling and Servicing Agreement because you want a release of lien and a reconveyance.
Did you know that the sec of HUD has to do a termination, a dismissal or a release of judgment before they can foreclose. Go read 3756 of title 12.
DM: That's if they've already gone through a procedure..they have to nullify that and then go thru the proper procedure, correct?
JK: Yeah. You could do a writ of prohibition. Or [have/make? them] produce the documentation. Write the sec of HUD, give em your loan number, make a demand for the proceeds on your investment contract. 192:22

Next Caller: I have summary judgment granted against me in a foreclosure case [based on?] an affidavit entered into the record. I just found a Wisconsin Supreme Court case dated December 21st 2010 saying that is not a sufficient reason to grant summary judgment. Its way past the time to appeal. Can I do a writ of error or should I just concentrate on the class issue or quiet title.
DM: Is there a way to do a void judgment on that one?
JK: Yeah you can do a void judgment, you have to look in your state statutes. Is it state court?
Caller: Yeah I've got a letter rogatory all written up ready to go. I'm waiting for them to post the eviction notice.
DM: You've gotta state that its private in the letter.
JK: Tribunals. You're acting as the court. A court is a place where a contract is made. You're making a contract with the judge. 196:xx
Caller: So basically its up to the judge as to whether or not what to do and whether or not you're bluffing.
JK: Its not so much that its what you're saying in the letter.
Caller: You read Toby's letter on Angela Stark's call and I transcribed it.
JK: Yeah but if its a mortgage you gotta put the B5 prospectus in there. 424 B5 that's the registration statement they file with the SEC, include with letter rogatory which is private not to be filed into case. The Pooling and Servicing Agrement is part of the B5 prospectus. They've been putting them in the 8K. Pull the 8K but you have to know how to do that. If you go get the 8K, you can pull the Pooling and Servicing Agreement and put that in the letter rogatory.

Caller: Wouldn't this come out in a securitization audit? Neil Garfield charges to audit...
JK: Its coming out that they never transferred the note so they was never securitized. So if they were never securitized the investors bought worthless paper.
DM: Fraud.
Can you do the letter rogatory without the B5 prospectus?
I just [only] did the B5 prospectus and a flow chart in the letter showed that they no longer owned the note or [rather] the security. It is by statutory construction. Does it have a maturity longer than 9 months? Then its a security by legal definition.
Caller: Well my hammer is the tax returns.
JK: Title 15 section 77a 1 says a security is an investment contract. And so does Title 15 section 78 ca 10.
They're selling unregistered securities which is against the law. That's why they have the Blue Sky laws. File it for violations of the blue sky laws, filing an unregistered security at closing. 200:21

208:30 JK: Appoint the clerk trustee and have her serve the private letter rogatory on the judge.
DM: The way to get to these people is with the money, the taxes. Make them liable for the taxes [so give them a W9?].
JK: Find out if the judge and the clerk has a bond. Go get their oath of office. Get the bond apostilled and the oath apostilled then get it recorded and then file into the court record. Now you're a party to your...put that in your letter rogatory. Tell him I'm a party to your bond now. [ ] file a claim.
DM: You can do another letter rogatory.
JK: Ask them for the application [its a credit card].
DM: Right [ask them] where's the contract?
I was going to ask them for the application and the contract. Now does that foreign agent ..Title 28 section 1601still apply?
JK: Yeah, you're a foreign state.
And the real party in interest article 3 section 2?
JK: Yeah, tell em you want the bank to identify who the source of the funds was for the credit card.
DM: Will they stipulate to being the creditor?
JK: They claim they're the creditor and the funds came from them, you want them to produce the documentation under the Patriot Act, under the bank secrecy act section 5311 of title 31 you want them to produce the source of the funds. And under Treasury regulation 31 CFR 103.11. [ep seek?] there's about 15 sections there that govern the bank secrecy act under the treasury regulations.
DM: Every time that lawyer opens his mouth to start testifying saying anything about it, object. Hearsay.
Caller: That's what I intended to do..and then rule 601.
JK: Incompetency to testify. The real party in interest is not before the court.[see page 4]
DM: Where's Mr Discover, or Mr Chase or Mr American Express?
JK: The court lacks subject matter jurisdiction [SMJ] because the real parties in interest are not before the court and the plaintiff lacks standing.
Wouldn't I be the real party in interest?
JK: Are they claiming you are? Can the judge rule on it if the Real Party In Interest isn't before the court? Ask him. Say; Can you make a fair and impartial ruling if the real parties in interest are not before the court. 215:22
DM: What kind of exhibits did they put along with the complaint.
Caller: Just copies of the statements. They don't list any statutory codes. Looks to me like they're trying to do it by saying Okay, this guys had an obligation and you can see all the track record here that he was paying on it then all of a sudden he just stopped.
DM: Yeah well your honor there is no first hand fact witness to testify to the authenticity of these documents. They're hearsay and they must be stricken.
JK: The real party in interest has to come in and give fact [ ].
DM: I can't cross examine a piece of paper.
Caller: I'd like to hammer that judge for making that letter public.
DM: Remember under the 1951 act you have the power of appointment and you can appoint that judge as trustee. You can make the judge liable.
Caller: So in other words, okay, by them filing that in the public does that not negate everything on that piece of paper?
JK: Its not in other words. Those are the words.
Caller: Can I put that same letter back in served to judge by the clerk.
JK: Yeah. Make a claim for the proceeds. Tell em you want to know who the indentured trustee is. Tell them under the **company investment act** of 1940, you haven't read my letter I sent to Capital One on a credit card, 14 two thousand dollar payments. After I wrote the letter they credited the payments. They were depositing the note and then withdrawing them again. I made em post the funds. I said either post the funds or send me the 1099 OID showing who the recipient of the funds are. Who's got a claim to the account? Who is holding up the deposit of the funds to the account?
Caller: So I should ask who the indentured trustee of the contract is?

JK: Yeah and under the Company Investment Act of 1940 they have to meet the qualifications of an indentured trustee. And under the company investment act of 1940 they have to meet the qualifications indentured trustee.
222:09 I want a certified copy of the application determining the eligibility of the the Trustee to act under subsection A of section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the commission under section 305 B 2 of the Trust Indenture Act. Ask them for copies of the NAA registration file pursuant to section 8 A of the Investment Company Act of 1940 on the 10K annual report and the S3 registration statement. The S4 registration statement. The 424 B5 prospectuses. Filed under section 13 and 15 D of the Securities Exchange Act of 1934. I asked them for the name of the credit card trust account and the name of the trust and the name of the indentured Trustee who is handling or paying the interest on the certificated securities to the DTC.
DM: And if they can't supply all that tell them you want a continuance until they get it.
JK: Do a discovery. Do a request for admissions under rule 26. If they don't answer it, its admitted.
DM: You can do the interrogatories and request for admissions.
Caller: What order does a person do this in anyway?
DM: Have you heard of Jurisdictionary?
Caller: I've listened to it several times but...
DM: Google request for admissions
JK: You file a motion for discovery admissions. Read your rules of civil procedures for admission. Are you in state court? Get their rules of court and use their rules against them. A motion for admissions.
Caller: I can just verbalize that in court then right?
JK: Yeah, tell em you want...I would file a motion. Tell them you need a continuance cause you want to do a motion for discovery and admissions.
Caller: Would it be smart for me to talk to the attorneys first?
JK: Yeah call em up, tell em you want a continuance cause you're gonna do a motion for admissions and discovery..if they'll stipulate. You're supposed to do that anyway. Contact the attorneys and say you want a stipulation from them to a continuance cause you want to do a motion for admissions and discovery. I could do one and make em jump out thewindow.
Caller: That's like a 3 liner I guy could type up. But really I'm recontracting at that point because if the attorney can't talk and they don't have the real party in interest shouldn't it just stop right there and say a motion for dismissal?
JK: Well you have to prove...you want evidence of that fact. That's what admissions is for.
DM: You're getting in their pocket then.
JK: That's what they do to you. This is why they beat you guys in court.
JK: Ask them to stipulate to it and tell the judge that they stipulated to it.
Caller: If he dismisses it?
JK: Then you want a continuance for assistance of counsel because you're going to do a motion for admissions and a motion for discovery and you need more time to do it cause you're going to get an attorney to do it.
That's why judges don't like pro se litigants they don't know rules of court and rules of evidence.

237:50 JK: Get a surveyor to do a metes and bounds on the property and then do a quiet title. Then get a ruling a declaratory judgment that you have title and ownership to the land. If they don't come in there, publish it in the newspaper.
Read Robinson V Kerrington Calif 1907 tells how to do a quiet title.
Court of Private land Claims (federal).

244:12 CS: California Land Commissioner's Office, where you can actually have a hearing, directly assigned by the United States BLM so they do have relations with HUD.
The other thing is every county has its own administrative office that you could take your issues that are..that are disgruntles and redresses in the county and that's called the Human Rights Resource Commissioner where you file a complaint it gets publicly logged take your document in to the commissioner and explain that you're being foreclosed upon or you're not having your needs met, that you have redresses and grievances is that they're linked right directly to the counsel and the board of supervisors for the county and they will source [force?] the issue that if there's a non compliant issue that's happening in the county, especially if the county does not have ordinances that allows the county that allow foreclosures to happen in the county that's a non compliance issue and they will have to deal with it. The board of supervisors has the power to uhm force the district attorney and the sheriff's department to abide by their decisions. So its the Human Rights Resource Commissioner of the county that you take your issues to and they stand between you and your disgruntles redresses with the board of supervisors which is the head council for the county. 247:34

254:36 Caller knows a guy who got a copy of the log of the title transfer from the title company, not from the bank. He told me the day of the close the information was sent from Orange county to Deutsche bank in Germany back to Citi Bank in NY to San Francisco federal reserve bank and all of that was just information transfer. At that point however Federal Reserve turned it into a check made out to him [the guy who recently bought the home] which of course he never saw. I understand his draft was then used to create an account from which the money is so-called loaned to him and then they eventually declare it to be abandoned and the bank puts it on a 1099 A. That last part is theory but what he told me was that's what he found from the wire transfer log. I thought it might be interesting.

258:00 Caller: How do you get the bank or county records?
JK: **The county records are available from the FDIC web site, the call report**.
The B5 prospectus and the S3 registration statement, the 8K, the 10K, the S4 all available from the SEC website *but you have to know the name of the trust*. Countrywide is cwelt so I can download any trust from them. C-w-e-l-t.
You can get your CUSIP number and proof that its a mortgage backed security investment contract a mortgage backed security.
If you're going to do the public notice do it in the county the property is in, and do a metes and bounds for a quiet title.
The abstract of title [the title page] will show the loan was paid off at closing and **Fannie Mae has those**. But I haven't been successful in finding their phone number. 263:33

267:56 Caller: I signed two things I believe it was a application for a mortgage and a second mortgage.
JK: Did the note have a maturity of more than 9 months? Yes. JK: Then its not a note its a security. Tell em you want your money from your investment. Go read article 8. Go look at an adverse claim and security entitlement rights and what a security entitlement holder is. 8-502, 8-503, 8-505-508 tells you how to file a claim. Are you in foreclosure?
Caller: No, but I'm preparing for it.
JK: Write a letter to the attorney. Dear warrant of attorney, I'm filing a claim on the proceeds and the instrument under 8-505 and 8-508 as a possessionary and property right under 3-306.