

# Testimony in the form of an Affidavit of Mortgage Cancellation & Fraud

## Identification & Capacity

### Status of Affiant

1. I, [Full Legal Name, Upper and Lower Case], am a **living man/woman, *sui juris***, operating in *propria persona* and **not subject to any compelled performance** under a statutory jurisdiction without my knowing, willing, and intentional consent.
2. I am neither a **corporate fiction, artificial person, transmitting utility, nor surety** for any trust, estate, or commercial entity created in my name. I stand in my natural capacity as **Grantor, Beneficiary, Executor, and Original Creditor** of the estate to which my signature and labor are lawfully attached.
3. Any and all references to **[NAME IN ALL CAPS]** or similar ALL CAPS constructs are recognized by me as separate commercial entities, distinct from my living being, and such entities may not lawfully be presumed to bind me absent a fully disclosed, bilateral, and lawful contract, executed with meeting of the minds, lawful consideration, and full disclosure.
4. I reserve all unalienable rights under **Natural Law, the Declaration of Independence (1776), the Constitution for the United States of America (1787), and the Bill of Rights (1791)**, including but not limited to the rights of life, liberty, property, due process, and trial by jury.
5. I further preserve all rights under **UCC § 1-308** (Reservation of Rights Without Prejudice) and **UCC § 1-103** (preservation of common law remedies), as well as the maxims of equity:
  - *“Equity abhors fraud.”*
  - *“Fraud vitiates everything it touches.”*

### Authorities Supporting Status

- **28 U.S.C. § 1746(1):** Affidavits made under penalty of perjury stand as evidence equivalent to sworn testimony.

- **Norton v. Shelby County, 118 U.S. 425 (1886):** Acts void from inception cannot become valid by time or usage.
- **Chisholm v. Georgia, 2 U.S. 419 (1793):** Sovereignty resides in the people, not artificial constructs.
- **UCC § 1-308:** Preserves rights without prejudice when compelled to sign.
- **UCC § 1-103:** Common law and equity remedies supplement the UCC unless displaced by explicit provisions.

## Property & Contractual Capacity

6. I am the original signatory to the alleged **Promissory Note** and **Mortgage/Deed of Trust** concerning the property commonly known as:

**[Insert Property Address, Legal Description, County, State].**

These instruments were executed on or about **[insert date]** under circumstances of **non-disclosure, fraud, and misrepresentation** by the alleged lender, trustee, and their successors and assigns.

7. At no point did I knowingly, willingly, and intentionally **waive my rights as Grantor, Beneficiary, Executor, or Original Creditor** of said property and estate. My signature was procured under color of law, omission, concealment, and fraudulent inducement.

8. The financial institution(s) involved—including but not limited to **[Name of Original Lender]**, its successors, assigns, and alleged trustees—never provided lawful **consideration** as required by **contract law** and the **Uniform Commercial Code (UCC)**. Instead, they unlawfully converted my **signed promissory note** into a negotiable instrument, deposited it as an asset, and generated credit from my signature without disclosure.

9. Said instruments were **never bilateral contracts**; rather, they lacked:

- **Full Disclosure** – I was not informed that my signature alone funded the transaction.
- **Lawful Consideration** – The bank risked nothing and provided no substance of its own.
- **Meeting of the Minds** – I was deceived into believing the bank lent me its money, when in fact, I was the source of value.
- **Wet Ink Signatures by the Bank** – No authorized officer of the bank provided a personal, commercial liability-bearing signature, rendering the contract void ab

initio.

10. The **mortgage lien** claimed against the above-referenced property is therefore **null, void, and fraudulent**, as it arises entirely from concealment, fraud in the factum, and constructive conversion of my private credit into bank profit.

## Authorities Supporting Property & Capacity

- **12 U.S.C. § 24 (Seventh):** National banks are authorized to lend money, not their credit.
- **Howard & Foster Co. v. Citizens Nat. Bank, 130 S.E. 758 (S.C. 1927):** A national bank cannot lend its credit by guaranteeing or creating obligations from another's note.
- **First Nat. Bank of Tallapoosa v. Monroe, 69 S.E. 1123 (Ga. 1911):** Banks may lend money, not credit; contracts lending credit are ultra vires and void.
- **Merchants' Bank v. Baird, 160 F. 642 (8th Cir. 1908):** Lending credit instead of money is beyond lawful authority.
- **UCC § 3-305 (Fraud in the Factum):** A defense exists when a party was deceived into signing a negotiable instrument without knowledge of its true nature.
- **UCC § 3-302 to 3-308 (Holder in Due Course):** Fraud, material alteration, or lack of consideration defeats enforceability of a negotiable instrument.

## Separation of Identities & Fraudulent Alteration of the Note

11. The alleged **Promissory Note** executed by Affiant was fraudulently altered and treated as a **negotiable instrument** under Article 3 of the Uniform Commercial Code. Instead of acting as evidence of a bilateral loan contract, it was deposited and converted into a bank asset, creating credit "out of thin air" through ledger entries. This constitutes **fraud in the factum** because Affiant was led to believe that money was being lent by the lender, when in fact Affiant's own signature generated the credit used to fund the transaction.
12. Under **12 U.S.C. § 24 (Seventh)**, national banks are empowered to lend their **money**, not their **credit**. Courts have repeatedly held that attempts by banks to lend credit instead of money are **ultra vires** and void:

- *First Nat. Bank of Tallapoosa v. Monroe*, 69 S.E. 1123 (Ga. 1911): “A bank can lend its money, not its credit.”
- *Howard & Foster Co. v. Citizens Nat. Bank*, 130 S.E. 758 (S.C. 1927): “Contracts whereby a national bank attempts to lend its credit are ultra vires and not binding.”
- *Merchants’ Bank v. Baird*, 160 F. 642 (8th Cir. 1908): A national bank cannot create liability by lending its credit.

13. The bank and its officers failed to disclose the true nature of the transaction, thereby violating essential elements of contract law:

- **Full Disclosure** – omitted the fact that Affiant’s signature alone generated the funds.
- **Lawful Consideration** – the bank risked nothing of its own assets, in violation of common law and contract principles.
- **Meeting of the Minds** – there was no genuine understanding between parties because material facts were concealed.
- **Wet Ink Signature of Bank Officer** – no authorized officer signed the instrument to bind the bank to commercial liability.

14. Under the **Uniform Commercial Code**, these defects are fatal:

- **UCC § 3-305(a)(1)(iii)**: Fraud in the factum is a complete defense against enforcement of an instrument.
- **UCC § 3-407**: A material alteration discharges the obligation unless the original terms can be shown, which the bank has failed to do.
- **UCC §§ 3-302 to 3-308**: Holder in Due Course doctrine does not protect a party acquiring an instrument through fraud, theft, or alteration.

15. The fraudulent endorsement, transfer, and securitization of the note constitute **securities fraud** under the **Securities Exchange Act of 1934** (15 U.S.C. § 78j, Rule 10b-5), as the note was converted into a financial security, assigned CUSIP numbers, and traded on markets without disclosure to or compensation of the original signatory.

16. As a result of this fraudulent scheme:

- The **mortgage lien** purportedly securing the altered note is **null and void ab initio**.
- All subsequent **assignments, substitutions of trustee, or foreclosure actions** relying upon the fraudulent note are equally void.
- The property remains free and clear of all unlawful claims arising from this defective and fraudulent instrument.

## Trustee/Servicer Fraud & Land Records Concealment

17. The alleged **Mortgage/Deed of Trust** was separated from the Promissory Note through unlawful assignments, securitization, and the use of private electronic systems (including, but not limited to, Mortgage Electronic Registration Systems, “MERS”). This bifurcation destroys the unity of note and mortgage, rendering both **unenforceable in law and equity**.
18. It is a long-standing rule of law that the **mortgage follows the note**. If the note and mortgage are separated, enforcement is impossible:
  - *Carpenter v. Longan*, 83 U.S. (16 Wall.) 271 (1872): “The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.”
  - *Landmark Nat'l Bank v. Kesler*, 216 P.3d 158 (Kan. 2009): MERS cannot transfer interests in notes it does not hold.
19. Trustees and servicers routinely engaged in **robo-signing** and the filing of **fraudulent assignments** in county land records. This conduct:
  - Creates a **clouded title**, violating the statutory requirement that land records accurately reflect true ownership.
  - Constitutes **fraud upon the court and public offices**, as assignments were executed by individuals without lawful authority, often holding multiple contradictory “Vice President” or “Assistant Secretary” titles at different institutions simultaneously.
  - Violates **18 U.S.C. § 1001** (false statements), **18 U.S.C. § 1341–1344** (mail/wire/bank fraud), and **18 U.S.C. § 241–242** (civil rights conspiracy and deprivation under color of law).
20. County recorders, under statutory mandate, were deceived into recording instruments that were legally defective and materially false. Such acts taint the land records and deprive Affiant of due process and property rights in violation of:
  - **Fifth Amendment** – property may not be taken without due process.

- **14 Stat. 27 (Civil Rights Act of 1866)** – guarantees right to own and convey property free from fraud and discrimination.
- **UCC § 9-210** – requires full accounting of collateral obligations, which has never been provided by the alleged lender or trustee.

21. By separating the Note from the Deed of Trust, concealing its securitization, and filing fraudulent assignments, the lender, trustee, and their agents created a **non-existent lien** on Affiant's property. Any foreclosure action brought under this scheme is **void ab initio**, being based on a broken chain of title, false recordation, and absence of standing.

## Authorities Supporting Trustee & Land Record Fraud

- **Carpenter v. Longan**, 83 U.S. 271 (1872): Separation of note and mortgage voids enforcement.
- **Bellistri v. Ocwen Loan Servicing, LLC**, 284 S.W.3d 619 (Mo. Ct. App. 2009): Transfer of deed without note is ineffective.
- **In re Veal**, 450 B.R. 897 (9th Cir. BAP 2011): A servicer must prove ownership of note to enforce mortgage.
- **18 U.S.C. § 1001**: False statements in any matter within U.S. jurisdiction are criminal.
- **18 U.S.C. § 1341–1344**: Mail/wire/bank fraud statutes apply to fraudulent foreclosure processes.
- **18 U.S.C. § 241–242**: Criminal liability for conspiracy or deprivation of property rights under color of law.

## Historical & Statutory Foundations

22. The original legal framework for banking in the United States is rooted in the **National Bank Act of 1864** (13 Stat. 99, enacted June 3, 1864). This Act granted national banks limited powers:

- **To lend money,**
- **To receive deposits**, and

- To **deal in bills of exchange**.

At no point did the Act authorize banks to **lend credit** or to monetize private notes into securities. Any such activity is **ultra vires** (beyond granted authority) and void.

23. The **Federal Reserve Act of 1913** (38 Stat. 251, December 23, 1913) created the Federal Reserve System, transferring issuance of national currency to a private central banking structure. This resulted in the substitution of **private credit instruments** (Federal Reserve Notes) for lawful money, in direct conflict with the Constitution's requirement that only gold and silver coin constitute tender in payment of debts (Article I, Section 10).
24. Following the banking collapse of the Great Depression, **House Joint Resolution 192 (HJR-192), Public Law 73-10 (June 5, 1933, 48 Stat. 112)**, declared that no creditor may require payment in gold, and all obligations may be discharged in "legal tender." This resolution effectively recognized that the **people became the credit** of the system, and thus any mortgage contract demanding repayment in "dollars" (unbacked credit instruments) is void for impossibility, failure of consideration, and statutory fraud.
25. The **Truth in Lending Act (TILA), 15 U.S.C. § 1601 et seq. (1968)** requires full disclosure of credit terms. By failing to disclose that the borrower's promissory note funded the loan, banks violated TILA and engaged in fraud in the factum.
26. The **Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), Pub. L. 97-248, 96 Stat. 324** and the **Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), Pub. L. 101-73, 103 Stat. 183**, both restructured banking oversight, creating mechanisms for securitization of mortgages and systemic concealment of off-balance-sheet profits. These laws, while intended to stabilize financial institutions, enabled the packaging and selling of mortgage-backed securities without borrower disclosure, thereby violating securities laws and fiduciary duties.
27. In addition, **12 U.S.C. § 83** expressly prohibits a national bank from making "any loan or discount on the security of the shares of its own capital stock." By monetizing private promissory notes as assets and creating credit against them, banks in effect hypothecate their own credit against private signatures, a practice barred by statute and condemned by courts.
28. These historical enactments and prohibitions demonstrate conclusively that:
  - Banks have no lawful authority to create money or lend credit.
  - The substitution of private credit (FRNs) for lawful money invalidates mortgage contracts for want of lawful consideration.
  - Post-1933, the people's labor and signatures became the collateral for all public debt, making any alleged mortgage repayment a double-charge and constructive fraud.

## Maxims of Law & Equity Reinforcing This

- *"Fraud vitiates everything it touches."* (Broom's Maxims of Law)
- *"Ex dolo malo non oritur actio"* – No right of action arises from fraud.
- *"Consent makes the law."* – Without informed consent, no contract is binding.
- *"He who comes into equity must come with clean hands."* – A lender concealing material facts cannot seek equitable foreclosure.

## Summary & Declaration of Standing

29. Affiant stands as a **living man/woman, sui juris**, operating in propria persona, with full rights reserved under Natural Law, the Constitution for the United States of America (1789), the Bill of Rights (1791), and the organic constitution of the state of [insert state].
30. Affiant is the **Grantor, Beneficiary, Executor, and Original Creditor** of the estate and property located at:  
**[Insert property description and address here].**
31. Any and all alleged contracts, mortgages, notes, deeds of trust, assignments, or substitutions of trustee entered into by or against Affiant were executed under conditions of **fraud, concealment, failure of consideration, and impossibility of performance**, and therefore are **null and void ab initio**.
32. The statutory and historical record demonstrates conclusively that banks have no lawful authority to lend credit or to monetize private notes into securities:
  - **National Bank Act of 1864, 13 Stat. 99** – authorized banks to lend money, not credit.
  - **Federal Reserve Act of 1913, 38 Stat. 251** – unlawfully substituted private credit for lawful money.
  - **HJR-192, Public Law 73-10, 48 Stat. 112 (1933)** – suspended the right to demand payment in lawful money, making obligations payable only in discharge, not payment.
  - **12 U.S.C. § 83** – prohibits banks from loaning against their own assets or credit.
  - **TEFRA (1982) & FIRREA (1989)** – institutionalized securitization of mortgages without borrower disclosure, constituting constructive fraud.
  - **Securities Exchange Act of 1934, 15 U.S.C. § 78j** – prohibits fraudulent misrepresentations in the sale of securities, violated by securitization of notes without disclosure.

33. By operation of these statutes and principles of law and equity, the alleged mortgage contract is void because:

- **No lawful consideration** was ever given (bank risked nothing).
- **Fraud in the factum** occurred (Affiant deceived as to true nature of the transaction).
- **Material alteration** of the note destroyed enforceability.
- **Bifurcation of note and mortgage** severed any lien rights.
- **Securitization without disclosure** constitutes securities fraud.
- **Assignments and recordations** are fraudulent, creating clouds on title.

34. Therefore, Affiant, standing in full capacity, does hereby declare:

- That Affiant is not debtor, obligor, surety, or guarantor of any corporate entity or trust estate created in the ALL CAPS name.
- That Affiant is the sole lawful owner of the property in question, free and clear of unlawful encumbrances.
- That any further attempts to enforce the fraudulent note or mortgage constitute **fraud, conversion, constructive trust violations, and trespass upon property rights**, punishable under common law, statutory law, and equity.

## Statement of Facts & Fraud Timeline

### Loan Origination & Initial Fraud

1. On or about [insert date of loan closing], Affiant entered into an alleged mortgage transaction with [insert lender name], concerning the property commonly known as: [insert full property description and address].
2. At closing, Affiant signed a **Promissory Note** and a **Deed of Trust/Mortgage** under the belief that Affiant was receiving a loan of lawful funds from the lender.
3. In truth, the lender provided **no lawful consideration**. The alleged loan was funded by Affiant's own signature on the Promissory Note, which the bank immediately converted into a **negotiable instrument** and deposited as an asset. The bank then issued a corresponding credit or check drawn against Affiant's own credit, in violation of:
  - **12 U.S.C. § 24 (Seventh)** – authorizing banks to lend money, not credit.

- **First Nat. Bank of Tallapoosa v. Monroe**, 69 S.E. 1123 (Ga. 1911) – “A bank can lend its money, not its credit.”
- **Howard & Foster Co. v. Citizens Nat. Bank**, 130 S.E. 758 (S.C. 1927) – contracts whereby a bank attempts to lend credit are ultra vires and void.

4. The bank concealed the fact that **Affiant was the source of funds**. This omission constitutes:

- **Fraud in the factum** under UCC § 3-305, as Affiant was deceived into signing without knowledge of the true nature of the transaction.
- **Failure of disclosure** under the **Truth in Lending Act (15 U.S.C. § 1601 et seq.)**, which requires creditors to fully disclose the finance charges, source of funds, and true terms of credit.

5. No **wet-ink signature** of any bank officer appeared on the promissory note, meaning no authorized party assumed personal liability for the transaction. The alleged contract therefore lacked mutuality, bilateral obligation, and lawful enforceability.

6. The Deed of Trust/Mortgage, purportedly securing the note, was recorded in the county land records under false pretenses — namely, that the bank had given lawful consideration and owned the note. This recordation constitutes **constructive fraud** against Affiant and clouds the property title.

## Securitization & Hidden Profits

7. After closing, the alleged lender did not retain the original note as a simple bilateral contract. Instead, the Promissory Note was:

- Endorsed “in blank” or specially endorsed, making it a **bearer instrument**.
- Transferred to a document custodian or trust vehicle.
- Assigned a **CUSIP number**, transforming the note into a marketable security.
- Pooled with other mortgage notes and sold as part of a **mortgage-backed security (MBS)** trust or collateralized debt obligation (CDO).

8. This process of **securitization** generated profits for the bank and its affiliates through:

- Sale of the security to investors on domestic and international markets.
- Collection of servicing fees, insurance claims, and credit-default swap proceeds.
- Access to Federal Reserve facilities by pledging securitized assets as collateral.

9. Affiant was never informed of, nor consented to, the securitization of the note. This constitutes:

- **Fraudulent concealment and securities fraud** under the **Securities Exchange Act of 1934, 15 U.S.C. § 78j (Rule 10b-5)**, prohibiting fraudulent or misleading statements in connection with the sale of securities.

- **Constructive fraud**, as the lender held a fiduciary duty to disclose material facts affecting the borrower's obligations.

10. The pooling and trading of the note **severed the unity of note and mortgage**. It is a settled principle that "the mortgage follows the note":

- *Carpenter v. Longan*, 83 U.S. (16 Wall.) 271 (1872): An assignment of the mortgage without the note is a nullity.
- *Bellistri v. Ocwen Loan Servicing, LLC*, 284 S.W.3d 619 (Mo. Ct. App. 2009): Transfer of deed of trust without note conveys no interest.

11. Because the note was securitized, the original lender could not demonstrate lawful ownership or possession of the instrument. The alleged "holder" of the mortgage lien was at all times separated from the true owner of the debt, rendering the lien **unenforceable** and foreclosure **void ab initio**.

12. The bank and servicers also failed to disclose the **tax events** and IRS filings (Forms 1099-A, 1099-OID, 1099-INT) generated by securitization. This concealment deprived Affiant of accounting rights under:

- **UCC § 9-210** (right to accounting of collateral obligations).
- **26 U.S.C. §§ 61(a), 6050P** (income reporting and cancellation of debt reporting requirements).

## Assignments, Robo-Signing, and Land Records Fraud

13. In order to maintain the appearance of lawful standing to foreclose, the alleged lender and its agents engaged in the fabrication and filing of **fraudulent assignments, substitutions of trustee, and endorsements** in county land records.

14. These documents were often executed by individuals lacking lawful authority — so-called "**robo-signers**" — who simultaneously held multiple contradictory titles such as "Vice President" of one bank and "Assistant Secretary" of another, sometimes signing hundreds of documents per day.

15. Such acts constitute:

- **Forgery and uttering of false instruments**, prohibited under **18 U.S.C. § 471–472**.
- **False statements within U.S. jurisdiction**, criminalized by **18 U.S.C. § 1001**.
- **Mail and wire fraud**, under **18 U.S.C. §§ 1341–1343**, where fraudulent assignments were transmitted via mail and electronic filings.

16. County Recorders, operating under a duty to record presented documents, were deceived into accepting instruments that were materially false. This created a **cloud on title** to the property and undermined the integrity of the public land records system.
17. By filing fraudulent assignments and concealing the fact that the note had been securitized and sold, the alleged lender and its agents violated the principle that:
  - A mortgage cannot exist apart from the debt it secures (*Carpenter v. Longan*, 83 U.S. 271 (1872)).
  - An assignment of mortgage without the note is **void** (*Bellistri v. Ocwen*, 284 S.W.3d 619 (Mo. Ct. App. 2009)).
18. These acts further violated Affiant's rights under:
  - **Fifth Amendment** – no person shall be deprived of property without due process of law.
  - **Civil Rights Act of 1866, 14 Stat. 27** – securing the right to own and convey property free from interference and fraud.
  - **42 U.S.C. § 1983** – civil liability for deprivation of property rights under color of law.

19. The fraudulent assignments and robo-signed substitutions created the illusion that foreclosure was lawful, when in truth:
  - The party initiating foreclosure had **no lawful ownership** of the note.
  - The chain of title was irreparably broken.
  - The lien was void for want of enforceable security interest.

## Foreclosure Attempts & Constructive Fraud in Court

20. Despite lacking lawful ownership of the note, the alleged lender, its servicers, and attorneys initiated foreclosure proceedings against Affiant. These proceedings were predicated upon **fraudulent assignments, false affidavits, and fabricated evidence**, all of which constitute **fraud upon the court**.
21. In many foreclosure actions, lenders or their agents present:
  - **Lost Note Affidavits**, falsely claiming the original note has been lost or destroyed, when in fact it has been securitized and traded.

- **Business Records Affidavits**, wherein corporate employees attest to records they have no personal knowledge of, violating the rules of evidence.
- **Copies of notes** rather than the original **wet-ink signed instrument**, in violation of UCC § 3-501(b)(2), which entitles the obligor to demand production of the original.

22. Such practices violate the most fundamental principles of due process and evidence law:

- **United States v. Throckmorton**, 98 U.S. 61 (1878): Fraud upon the court voids all judgments obtained thereby.
- **Hazel-Atlas Glass Co. v. Hartford-Empire Co.**, 322 U.S. 238 (1944): Courts must set aside judgments obtained by fraud.
- **Norton v. Shelby County**, 118 U.S. 425 (1886): Acts void from inception cannot be made valid by time or usage.

23. Attorneys and officers of the court who knowingly submit fraudulent instruments or perjured affidavits violate:

- **18 U.S.C. § 1621–1623** (perjury and false declarations).
- **18 U.S.C. § 1341–1344** (mail/wire/bank fraud when transmitting fraudulent pleadings).
- **18 U.S.C. § 241–242** (conspiracy and deprivation of rights under color of law).

24. The very initiation of foreclosure without possession of the original note and proof of lawful ownership is an act of **constructive fraud**, depriving Affiant of property without lawful authority and in violation of:

- **Fifth Amendment** – deprivation of property without due process.
- **Article I, Section 10 of the Constitution** – prohibition on impairing the obligation of contracts, violated by enforcing instruments materially altered from their original form.

25. The court itself becomes unwittingly or knowingly complicit in fraud when it allows such proceedings to continue without demanding strict proof of standing and production of the original instrument. Such actions violate the doctrine that jurisdiction cannot be conferred by fraud or consent:

- *Ex parte Lange*, 85 U.S. (18 Wall.) 163 (1873): Jurisdiction cannot be enlarged beyond that which the law confers.

- *Johnson v. Zerbst*, 304 U.S. 458 (1938): A judgment without jurisdiction is void and subject to collateral attack.

## Consequences of Fraud (Civil, Criminal, and Commercial Liability)

26. The fraudulent creation, alteration, securitization, and attempted enforcement of the alleged mortgage contract subjects all participating parties — lenders, servicers, trustees, attorneys, and agents — to **civil, criminal, and commercial liability**.

### 27. Civil Liability:

- **42 U.S.C. § 1983** – permits civil action for deprivation of property rights under color of law.
- **42 U.S.C. § 1985(3)** – conspiracy to interfere with civil rights, applicable where multiple actors collude to deprive Affiant of property.
- **15 U.S.C. § 1640 (TILA)** – imposes civil damages for failure to disclose material credit terms.
- **15 U.S.C. § 1692g (FDCPA)** – requires debt collectors to validate debts; failure to do so bars enforcement.
- **Restitution and quiet title** are available remedies where fraudulent encumbrances cloud lawful ownership.

### 28. Criminal Liability:

- **18 U.S.C. § 1001** – false statements in official proceedings.
- **18 U.S.C. § 1341–1344** – mail, wire, and bank fraud.
- **18 U.S.C. § 1951 (Hobbs Act)** – extortion under color of official right.
- **18 U.S.C. § 1956–1957** – money laundering, implicated in securitization and profit-shuffling schemes.
- **18 U.S.C. § 241–242** – conspiracy against rights and deprivation of rights under color of law, escalating to imprisonment for life if injury results.

### 29. Commercial Liability (UCC/Equity):

- **UCC § 3-305(a)(1)(iii)** – fraud in the factum is a complete defense, voiding the instrument.
- **UCC § 3-407** – material alteration discharges the obligation.

- **UCC § 9-210** – obligates secured parties to provide accounting of collateral, which the alleged lender failed to do.
- **Maxim of Equity:** *“Equity will not suffer a wrong without a remedy.”* All fraudulent contracts are void ab initio, and restitution must be granted.

30. The **attempted foreclosure** constitutes not only a trespass upon Affiant’s property rights but also a violation of public trust and fiduciary obligations. The lenders and their agents, acting in bad faith, have:

- Enriched themselves unjustly by securitizing and trading the note.
- Deprived Affiant of due process and equal protection.
- Corrupted the public records through false filings.

31. **Consequences:**

- All alleged mortgages, notes, deeds of trust, assignments, or foreclosures are void and unenforceable.
- All actors who knowingly participated are personally liable as **trustees de son tort**, bearing full civil, criminal, and commercial liability.
- Any further attempts at enforcement will be deemed acts of willful fraud, bad faith, and trespass, subjecting the actors to damages, penalties, and equitable remedies, including but not limited to quiet title, disgorgement, and punitive damages.

## Specific Counts of Fraud, Breach, and Violations

### Count I – Fraud in the Factum

1. Affiant was deceived into believing that the alleged lender provided a loan of lawful funds.
2. In reality, the lender provided no consideration, but instead converted Affiant’s promissory note into its own asset, thereby creating credit against Affiant’s signature.
3. This constitutes **fraud in the factum**, voiding the contract under UCC § 3-305(a)(1)(iii).

### Count II – Failure of Consideration

4. A valid contract requires mutuality of obligation and lawful consideration.
5. The lender risked nothing of its own assets and provided no lawful substance.
6. Contracts without consideration are void ab initio under common law, constitutional principles, and statutory law including **12 U.S.C. § 24 (Seventh)**.

### **Count III – Material Alteration of Instrument**

7. The promissory note was altered from its original form into a negotiable instrument and traded as a security.
8. Under **UCC § 3-407**, material alteration discharges the obligor's duty and renders the instrument unenforceable.

### **Count IV – Securities Fraud**

9. The securitization of Affiant's note, assignment of a CUSIP number, and sale to investors constituted securities transactions.
10. Affiant was never informed, nor compensated, for these acts.
11. Such conduct constitutes violations of the **Securities Exchange Act of 1934, 15 U.S.C. § 78j (Rule 10b-5)**, which prohibits fraud, misrepresentation, and deceit in securities dealings.

### **Count V – Fraudulent Conveyance and Recordation**

12. Robo-signed assignments, false substitutions of trustee, and fabricated endorsements were filed in county land records.
13. These filings are void as they were executed by individuals without lawful authority and with intent to deceive.
14. Such conduct violates **18 U.S.C. § 1001** (false statements), **18 U.S.C. §§ 1341–1343** (mail and wire fraud), and **Civil Rights Act of 1866, 14 Stat. 27**, securing the right to property free from fraud.

### **Count VI – Deprivation of Rights under Color of Law**

15. By pursuing foreclosure without standing, the lender and its agents attempted to deprive Affiant of property rights.

16. This constitutes violations of:

- **42 U.S.C. § 1983** – deprivation of rights under color of law.
- **42 U.S.C. § 1985(3)** – conspiracy to deprive rights.
- **18 U.S.C. § 241–242** – criminal conspiracy against rights.

## **Count VII – Breach of Fiduciary Duty & Constructive Fraud**

17. As original custodian of the note, the lender owed Affiant duties of good faith, fair dealing, and full disclosure.
18. By concealing securitization, failing to account for IRS filings, and profiting from Affiant's signature without disclosure, the lender engaged in **constructive fraud** and **breach of fiduciary duty**.

## **Count VIII – RICO (Racketeer Influenced and Corrupt Organizations)**

19. The acts of securitization fraud, mail/wire fraud, perjury, and false filings constitute a pattern of racketeering activity under **18 U.S.C. §§ 1961–1968 (RICO)**.
20. Each foreclosure attempt based on fraudulent documents is part of a continuing criminal enterprise, exposing the actors to treble damages and criminal penalties.

# **Remedies and Demands**

## **A. Cancellation and Discharge of Instruments**

1. That the alleged **Promissory Note, Mortgage/Deed of Trust, assignments, substitutions of trustee, and all derivative instruments** be declared **null, void, and of no legal effect ab initio**, due to fraud, failure of consideration, material alteration, and violation of constitutional and statutory law.
2. That the property located at [insert property description and address] be restored to Affiant's estate **free and clear of all unlawful encumbrances**.

## **B. Quiet Title**

3. That the county land records be corrected and perfected to reflect Affiant's lawful ownership, unclouded by fraudulent filings, in accordance with:
  - *Carpenter v. Longan*, 83 U.S. 271 (1872) – a mortgage without a note is a nullity.

- **14 Stat. 27 (Civil Rights Act of 1866)** – securing property rights free from encumbrance.
- Common law principles of quiet title and equity jurisdiction.

## C. Restitution and Accounting

4. That Respondents provide full and complete **accounting of all profits, credits, derivatives, insurance proceeds, IRS filings, and securities trades** derived from Affiant's signature and estate, as required under UCC § 9-210 and 26 U.S.C. § 6050P.
5. That all such proceeds be disgorged and returned to Affiant's estate, including any sums realized through securitization, credit default swaps, and insurance claims.

## D. Damages

6. That Affiant be awarded damages for injuries suffered, including but not limited to:
  - Compensatory damages for loss of quiet enjoyment, clouded title, and financial harm.
  - Statutory damages under **15 U.S.C. § 1640 (TILA), 15 U.S.C. § 1692k (FDCPA)**, and related consumer protection statutes.
  - Punitive damages for willful fraud, misrepresentation, and bad faith.
  - Treble damages under **18 U.S.C. § 1964(c) (RICO)**, for Respondents' participation in a pattern of racketeering activity.

## E. Injunctive Relief

7. That Respondents and their agents be permanently enjoined from:
  - Initiating or continuing any foreclosure action against the subject property.
  - Recording or filing any further fraudulent instruments.
  - Contacting Affiant as debtor, obligor, or surety of any alleged loan or obligation relating to the void instruments.

## F. Criminal Referral

8. That the facts and sworn testimony contained herein be referred to appropriate authorities, including but not limited to:
  - The **United States Attorney** for violations of 18 U.S.C. §§ 1001, 1341–1344, 1951, 1956–1957, and 1961–1968 (fraud, extortion, money laundering, RICO).
  - The **State Attorney General** for violations of state notary, recording, and fraud statutes.

- The **Securities and Exchange Commission (SEC)** for violations of securities laws under the Securities Exchange Act of 1934.
- The **Internal Revenue Service (IRS)** for unlawful concealment of tax events, OID fraud, and improper reporting.

## Oath, Affirmation, and Closing Declaration

### Affirmation of Truth

1. I, **[Full Name, Upper and Lower Case]**, a living man/woman, *sui juris*, in *propria persona*, do solemnly swear, affirm, and declare:
  - That I am competent to testify to the matters set forth herein.
  - That I have personal knowledge of the facts stated in this Affidavit.
  - That all statements, allegations, counts, and remedies expressed in Sections I through IV are **true, correct, complete, and not misleading**, to the best of my knowledge, understanding, and belief.

### Reservation of Rights

2. I explicitly reserve all unalienable rights under Natural Law, the Constitution for the United States of America, the Bill of Rights, and the organic Constitution of my state.
3. I further reserve all rights under **UCC § 1-308** ("Without Prejudice"), ensuring that no statement herein may be construed as a waiver of rights, remedies, or defenses.

### Affidavit as Self-Executing Judgment

4. This Affidavit stands as a **sworn testimony, notice, and self-executing judgment in commerce**.
5. Failure of any Respondent to rebut each and every sworn fact and count herein with verified evidence, under oath and full commercial liability, within **ten (10) days** of presentment, shall constitute:
  - **Tacit admission** of all facts.
  - **Default judgment** in favor of Affiant.
  - **Commercial estoppel** barring Respondents from future claims or enforcement.

## **Declaration**

6. I declare under penalty of perjury, pursuant to **28 U.S.C. § 1746(1)**, that the foregoing Affidavit of Mortgage Cancellation & Fraud, consisting of Sections I through V, is true, correct, and complete to the best of my knowledge, belief, and understanding.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20, in the county of \_\_\_\_\_, state of \_\_\_\_\_.

By: \_\_\_\_\_

[Full Name], a living man/woman, sui juris

## **Notary Acknowledgment**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the living man/woman who executed the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

---

Notary Public

My Commission Expires: \_\_\_\_\_