

The Banks Fear

Notes:

Chapter 12—Ultimate Fear of Bankers

The banker can only say that there is an agreement and that you owe money. The banker cannot show you the original promissory note after it was altered. The banker fears that the borrower might claim that the agreement says that the borrower can repay using another IOU—promissory note payable in the same specie of money, money equivalent or credit or funds or capital that the bank or financial institution used per GAAP to fund the loan, thus ending all interest and liens. This would allow the borrower to discharge the loan, and all interest and liens.

The banker knows that if this is claimed, then you could repay not with cash or a check, but with a promissory note also payable in the same specie of money the bank used to fund the loan, per GAAP, thus ending all interest and liens. If the banker insists that you pay the note, you ask the banker to sign the back of the note, and you replace it with another note.

The original contract was altered, stolen and that there was an addition to the agreement with the following items that are missing from the contract filed in this case:

- 1) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- 2) The bank or financial institution involved in the alleged loan will follow GAAP,
- 3) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- 5) the borrower is to repay the loan in the same specie of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and

6) the written agreement gives full disclosure of all material facts.

Do you see the banker's fear? If the banker claims item number 1 is false, then it is a swindle.

If item number 2 is false, then it is illegal.

If item number 3 and 4 is false, the bank invested nothing, it was stolen or paid nothing for it, and you funded the loan.

If number 5 is false, then the bank admits it is only a moneychanger and charged as if there was a loan.

If number 6 is false, then they agree that they concealed material facts.

How can the bank claim that these items are not part of the agreement?

The banker knows that if this is claimed, the banker must show the original note.

If the banker claims that he only has a copy, the borrower could claim that the additional part of the agreement is missing with items 1 to 6.

Now one is only arguing the agreement—not the banking system. The banker must discuss GAAP and bookkeeping entries and items 1 to 6 are the last thing that the banker wants to talk about.

Imagine the banker's fear if the borrower sent a promissory note to repay the loan, claiming that the agreement allows it. Imagine sending in a check to repay the mortgage to be applied to the last note you sent. Imagine the potential lawsuit for the banker breaching the agreement and the banker cannot claim that items 1 to 6 are not part of the agreement.

The borrower says, "How can I claim this?" The bank is incorporated, and claims that they follow the law—GAAP—with full disclosure in their agreements and without false and misleading advertising. They claim that they lend you their money—how can they claim differently?

Bankers fear that they will have to explain the agreement, GAAP and who funded the loan. The banker wants you to argue the banking system, which means you will lose in court. They do not want you to claim breach of agreement and claim items 1 to 6 are part of the agreement and they

would have to claim items 1 to 6 are not part of the agreement. Bankers understand that if they refuse to show the original agreement, the borrower may claim that the copy is forged because it leaves out items 1 to 6. Bankers fear that borrowers may say "fraud in the factum", claiming that the items 1 to 6 are concealed or there is a forged document leaving the items out. Who cares who funded the loan? You care because it changes the cost and risk of the loan. If there is nothing wrong with stealing and counterfeiting, then why do we send those kind of people to jail?

Jurisdiction Over A State Citizen:

The I' challenged the court's jurisdiction in my counterclaim based on the fact the defendant is a State citizen of the Republic State of Kansas and therefore not subject to the court's statutory jurisdiction without an injured party. The attorneys failed to argue the issue of jurisdiction as to the state citizenship in their original response and therefore any argument on the issues waived. The following are additional issues that rob the court of jurisdiction.

- a. There is no witness to provide jurisdiction to the court and the attorney cannot testify.
- b. The I am is a State Citizen and not subject to a debt collection claim with no injured party.
- c. The attorneys has failed to prove jurisdiction on the court record.
- d. There is no affidavit filed in the case.
- e. There is no contract on the court record and an accounting of the alleged money trail.
- f. There is a fatal flaw in this action due to the fact the attorney listed the lender's as the plaintiff when in fact the attorney is attempting to collect an alleged debt that has been claimed on the lenders insurance.
- g. The lenders listed are not legally registered in the state of Kansas to do business, has no footprint in the State of Kansas and therefore cannot sue a state citizen.
- h. The attorney is affiliated with the law firm and pro- se representation is not permitted by a corporation.
- i. The plaintiffs are conspiring to commit real estate deed fraud. See: **Exhibit B**, a copy of my passport that will verify my State citizenship.

SCHEME TO DEFRAUD:

3.1 The contract should be rescinded because the defendant did not provide full disclosure, the contract is extremely deceptive and unconscionable, *In re Pearl Maxwell*, 281 B.R. 101

3.2 The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. The original debt was actually zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange.

3.3 Promissory Notes and other commercial instruments are legal tender and financial assets to the originator and a liability to the lender. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset. **But the defendant's do not understand that they have this liability because most people are unaware of it.**

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
- b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
- c. UCC §§9-102(9), (11), (12)(B), (49), (64)
- d. 12 USC 1813(l)(1)

3.4 The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

These records include:

- a. FR 2046 balance sheet,
- b. 1099-OID report,
- c. S-3/A registration statement,
- d. 424-B5 prospectus and

e. RC-S & RC-B Call Schedules

3.5 The defendant's never registered the plaintiff's signed promissory note (commercial instrument), because they know it is showing as a financial asset on their books.

3.6 The defendant's did not register the promissory note to establish a security interest in the financial asset to take the position of a secured creditor.

3.7 The promissory note is not listed on a maritime lien against the prepaid trust account and filed with the county recorder and put on a UCC1.

a. §8-102(13), §9-203; §9-505, §9-312

b. 46 USC §§31321, 31343, 46 CFR 67.250, §9-102(52), §9-317, §9-322

3.8 Plaintiff demanded the original foreclosure claim to be set off for recoupment, and to have the assets cancel out the liabilities according to:

a. FAS 140, §3-305, §3-601, §8-105, §9-404

3.9 It is a violation of both State and Federal law for a bank to sell an unregistered note that is a security that violation provides a right to rescission of the contract pursuant to Statutes.