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Cook County Recorder 150.50



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FOR RECORDER'S  
USE ONLY

**NOTICE OF VOID JUDGEMENTS AND ORDERS  
FOR REASON OF FRAUD UPON THE COURT  
BY LYN-JAY HOMES, INC. AND ROSEMARY JOYCE  
ENTERPRISES, INC. AND LACK OF JURISDICTION AND DUE PROCESS IN  
95 CH 12314, ET SEQ.**

Such NOTICE is given pursuant to Reynolds v. Volunteer State Insurance Co.,  
Tex.Ciiv.App. 80 S.W.2d 1087,1092.

Per the proper record of 95 CH 12314, particularly Lyn-Jay Homes, Inc.'s  
EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER, INJUNCTION  
AND DECLARATORY RELIEF for a January 2, 1996 hearing, Lyn-Jay Homes, Inc.  
committed fraud upon the court by fraudulently misrepresenting:

1. Lyn-Jay, Ashley B and Joyce are, or as more fully set forth hereinafter were at relevant times, venturers doing business under the name and style of ROSEBROOK JOINT VENTURE ("The Joint Venture")

Per the records of the Secretary of State of the State of Illinois the existence of the fraudulent ROSEBROOK JOINT VENTURE, EIN 36-3955099, asserted by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314 and fraudulently filed with the Internal Revenue Service and the Illinois Department of Revenue is a temporal and legal and physical impossibility. Neither The Ashley B. Corporation nor Lyn-Jay Homes, Inc. existed on December 7, 1992, December 12, 1992, December 22, 1992 or January 1, 1993.

On December 12, 1997 in 1-96-3555 the Illinois Court of Appeals issued the findings of fact that:

**THE LITIGATION WAS INITIATED BY RIVER FOREST STATE BANK AND TRUST COMPANY (RIVER FOREST), WHICH FILED A DECLARATORY**

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**ACTION AS TRUSTEE OF A LAND TRUST HOLDING TITLE TO A PARCEL OF VACANT LAND LOCATED IN WESTCHESTER, ILLINOIS. ASHLEY, LYN-JAY AND ROSEMARY WERE BENEFICIARIES OF THE TRUST.**

Per the proper record of 95 CH 12314, no trial was ever conducted relative to the ownership of the property in River Forest State Bank and Trust Company, Trust No. 3880; no trial was ever conducted relative to the ownerships of the beneficial interests in Trust No. 3880; these findings of fact were never appealed by Lyn-Jay Homes, Inc. or Rosemary Joyce Enterprises, Inc.; on January 6, 1998 a Rosebrook Joint Venture, EIN 36-3955099, which never existed did not have a beneficial interest and power of direction in Trust No. 3880 to lodge with the Trustee and by the doctrine of res judicata and due process the property remaining in Trust No. 3880 on December 22, 1995 is still owned by Corus Bank for a River Forest State Bank and Trust Company Trust No. 3880 and The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. still own one third, undivided interests in said Trust No. 3880 and the property remaining in Trust No. 3880 on December 22, 1995 is still being held for The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. as the beneficiaries of Trust No. 3880 by Trust No. 3880.

**TITLE TO PROPERTY IS NOT BASED UPON TO WHOM IT MAY CONCERN LETTERS.**

Judge Thomas Durkin extorting the signature of Frank Barrett on May 15, 1997 for The Ashley B. Corporation as a partner of Rosebrook Joint Venture, EIN 36-3955099, with threats of daily fines and imprisonment and with threats of how long Frank Barrett will last in jail at 26<sup>th</sup> and California by the attorney for Rosemary Joyce Enterprises, Inc. still cannot FIX Rosebrook Joint Venture, EIN 36-3955099, into existence. Judge Thomas Durkin cannot FIX The Ashley B. Corporation and Lyn-Jay Homes, Inc. into existence on December 7, 1992, December 12, 1992, December 22, 1992 or January 1, 1993. Per the proper record of 95 CH 12314 on May 15, 1997 Judge Thomas Durkin is a TRESPASSER aiding and abetting the joint criminal enterprise Rosebrook Joint Venture, EIN 36-3055099.

If a party would attempt to assert the validity of Frank Barrett's signature for the Ashley B. Corporation as a partner of a Rosebrook Joint Venture, EIN 36-3955099, on the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST as extorted by Judge Thomas Durkin on May 15, 1997 then such a party would be admitting the fraud upon the court of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314 and that Rosebrook Joint Venture, EIN 36-3955099, never existed.

Per the proper record of 95 CH 12314, on March 18, 1996 Judge Thomas Durkin, on Lyn-Jay Homes, Inc.'s motion, had dissolved Rosebrook Joint Venture, EIN 36-3955099, for the exact reason that The Ashley B. Corporation was not a partner of Rosebrook Joint Venture, EIN 36-3955099. BEFORE, DURING and AFTER the trial of 95 CH 12314 both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. asserted and evidenced that at the inception of 95 CH 12314, December 22, 1995, that The Ashley B.

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Corporation was not a partner in Rosebrook Joint Venture, EIN 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never existed.

In 95 CH 12314 both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will conspire to commit fraud upon the court by fraudulently misrepresenting that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were never the beneficiaries of Trust No. 3880 and continued their fraud upon the court by fraudulently misrepresenting that Rosebrook Joint Venture, EIN 36-3955099, was always the beneficiary of Trust No. 3880.

By the findings of fact of the Illinois Court of Appeals, in spite of themselves, found that on December 22, 1995 The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises each possessed one third, undivided interest in Trust No. 3880, that all interest in Trust No. 3880 was held subject to a December 7, 1992 Trust Agreement and that Rosebrook Joint Venture, EIN 36-3955099, never existed.

It is also clear and well settled Illinois law that any attempt to commit fraud upon the court vitiates the entire proceeding. The People of the State of Illinois v. Fred E. Sterling, 357 Ill. 354; 192 N.E. 229 (1934). The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions. Allen F. Moore v. Stanley F. Sievers, 336 Ill. 316; 168 N.E. 259 (1929).

ALL orders and judgments of 95 CH 12314, et seq., were void BEFORE they were entered by the fraud upon the court of Lyn-Jay Homes in Paragraph 1 its EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER, INJUNCTION AND DECLARATORY RELIEF.

The exact fraudulent intents of the criminal preparation of the federal income tax of a Rosebrook Joint Venture, EIN 36-3955099, is the separation of proceeds from income by making sale of property into disposition of asset; to establish fraudulent property rights; to establish fraudulent debt; to establish a fraudulent general partnership; and to establish fraudulent beneficial interest and to deny that any of the legal transactions relative to the subject 6.115 acres of land, conveyed by a TRUST TO TRUST Deed on December 12, 1992 to Trust No. 3880, in 1992 ever occurred.. The exact fraudulent intent of the criminal preparation of the State of Illinois income tax of Rosebrook Joint Venture, EIN 36-3955099, is to deny that any of the legal transactions relative to the same 6.115 acres prior to December 1, 1993 ever occurred and to avoid the laws of the State of Illinois relative to land trusts.

Per the records of the Illinois Department of Revenue, specifically the 1998 FINAL State of Illinois income tax executed by a Lawrence Fey of DeRaimoEisen & Fey and a Robert Erfurth, President of Lyn-Jay Homes, Inc., what was dissolved in the State of Illinois and by the Illinois judicial system in 95 CH 12314, et seq., was a Rosebrook Joint Venture, EIN 36-3955099, a general partnership, consisting of The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. having started business on January 1, 1993 from OUT OF STATE and having started business in the State of Illinois on

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December 1, 1993. The existence of such a Rosebrook Joint Venture, EIN 36-3955099, is a legal and temporal and physical impossibility and the dissolution and/or disposition of such a joint criminal enterprise is not entitled to judicial intervention. Neither The Ashley B. Corporation nor Lyn-Jay Homes, Inc. existed on January 1, 1993.

Both the 1995 federal and state income tax of a Rosebrook Joint Venture, EIN 36-3955099, are executed by Robert Erfurth, President of Lyn-Jay Homes, Inc. and Rosemary Joyce, President of Rosemary Joyce Enterprises, Inc. The May 2, 1996 ORDER entered by a Judge Thomas Durkin is written by the attorneys for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. The Joint Venture of the May 2, 1996 ORDER entered by Judge Thomas Durkin, per the records of the State of Illinois, is Rosebrook Joint Venture, EIN 36-3955099. That May 2, 1996 ORDER is VOID because Rosebrook Joint Venture, EIN 36-3955099, never existed, by both federal and State of Illinois definition because The Ashley B. Corporation and Lyn-Jay Homes, Inc. did not exist on January 1, 1993 and Rosebrook Joint Venture, EIN 36-3955099, is a joint criminal enterprise and not a partnership.

In 95 CH 12314 both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will commit fraud upon the court by fraudulently misrepresenting that they each made capital contributions and/or loans to a Rosebrook Joint Venture, EIN 36-3955099, that never existed, as part of a criminal conspiracy to defraud to steal the one third, undivided interest of The Ashley B. Corporation in River Forest State Bank and Trust Company, Trust No. 3880 which they both fraudulently misrepresented in 95 CH 12314 never existed.

A Rosebrook Joint Venture, EIN 36-3905599, as having started business on January 1, 1993 was created by the submission of a fraudulent SS-4 to the Internal Revenue Service by a Lawrence Fey of De Raimo Eisen & Fey, the CPA for Rosebrook Joint Venture, EIN 36-3955099, that never existed to deny that any of the 1992 legal transactions relative to the subject 6.115 acres of land had ever occurred.

As of the date of this EMERGENCY MOTION, the Illinois Appellate Court in 1-96-3555 had found, in part, that; the title to the remaining subject 6.115 acres of property of 95 CH 12314 was held by River Forest State Bank and Trust Company, Trust No. 3880; that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were the beneficiaries of River Forest State Bank and Trust Company, Trust No. 3880; that Trust No. 3880 was a land trust; that the December 7, 1992 Trust Agreement was a land trust agreement; that all interest in Trust No. 3880 was held subject to the December 7, 1992 Trust Agreement; that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. each possessed one third, undivided interest in Trust No. 3880 per the December 7, 1992 Trust Agreement; and that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. each owed The Ashley B. Corporation \$19,700 and had since January 15, 1994. The Illinois Appellate Court also found that a Frank Barrett, Rosemary Joyce and a Henry, Robert, Fred and Cary Erfurth were the original beneficiaries of Trust No. 3880 each possessing a one third, undivided interest in Trust No. 3880 and that it was Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and

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Cary Erfurth as the original beneficiaries of Trust No. 3880 that placed the 6.115 acres of land in Trust No. 3880 in December of 1992. It is a temporal impossibility for Rosebrook Joint Venture, EIN 36, 3955099, having started business on January 1, 1993 to have purchased the 6.115 acres and to have then placed the 6.115 acres of property in Trust No. 3880 in December of 1992. In addition, the Illinois Court of Appeals will find that at January 6, 1996 transaction was a sale of land from Trust No. 3880 and not a disposition of asset of Rosebrook Joint Venture, EIN 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never existed.

The Illinois Court of Appeals found the existing facts at the inception of 95 CH 12314 that a Judge Thomas Durkin thought he had FIXED out of existence with his ANTENNA at the end of the trial of 95 CH 12314 and found for The Ashley B. Corporation on ALL counts.

In doing so, the Illinois Court of Appeals found the federal and state income tax of a Rosebrook Joint Venture, EIN 36-3955099, as asserted by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. to be criminally prepared and that a Rosebrook Joint Venture, EIN 36-3955099, the Rosebrook Joint Venture of the March 8, 1996 ORDER entered in 95 CH 12314, the Rosebrook Joint Venture of the March 18, 1996 ORDER entered in 95 CH 12314; the Rosebrook Joint Venture in the May 2, 1996 ORDER entered in 95 CH 12314; and the Rosebrook Joint Venture in the December 6, 1996 ORDER OF SALE entered in 95 CH 12314 never existed and the dissolution/disposition of a joint criminal enterprise is not entitled to judicial intervention and those ORDERS are VOID for lack of jurisdiction..

The Illinois Court of Appeals having found that The Ashley B. Corporation and Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. to be the equal beneficiaries of Trust No. 3880 at the inception of 95 CH 12314 and that Trust No. 3880 was a land trust and that all interest in Trust No. 3880 was held subject to the provisions of the December 7, 1992 Trust Agreement, in the State of Illinois for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. to assert in 95 CH 12314 the existence of a partnership existing between The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and doing business on the property in Trust No. 3880, then Lyn-Jay Homes, Inc. or Rosemary Joyce Enterprises, Inc. must evidence in 95 CH 12314 FILED federal income tax of such a partnership. Per the proper record of 95 CH 12314 no evidence of FILED federal income tax of such a partnership was ever submitted into the proper record of 95 CH 12314 and it is a temporal and legal and physical impossibility to find a Rosebrook Joint Venture, EIN 36-3955099, operating a business on the property in Trust No. 3880 in 95 CH 12314 because Rosebrook Joint Venture, EIN 36-3955099, never existed.

Despite The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. executing numerous documents in 1993, 1994 and 1995 as the beneficiaries of Trust No. 3880 U/T/A dated December 7, 1992 and continuing to execute documents as the beneficiaries of Trust No. 3880 during the pendency of 95 CH 12314 U/T/A dated December 7, 1992, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises,

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Inc. will continue their fraud upon the court by denying that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were ever the beneficiaries of Trust No. 3880 and that any interest in Trust No. 3880 was ever held subject to the provisions of the December 7, 1992 Trust Agreement. Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will fraudulently misrepresent to the court that Rosebrook Joint Venture, EIN 36-3955099, was always the beneficiary of Trust No. 3880 and that all interest in Trust No. 3880 was held subject to the provisions of the December 22, 1992 Joint Venture Development Agreement. Rosebrook Joint Venture, EIN 36-3955099, never existed.

If a party was to attempt to assert the validity of the March 6, 1998 ORDER APPROVING REPORT OF SALE by which Judge Durkin extinguished the beneficial interest and power of direction of The Ashley B. Corporation in Trust No. 3880 then such a party would be recognizing the fraud upon the court of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314 and that all ORDERS and judgments entered in 95 CH 12314 are void because of the fraud committed upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314 and such a party would also admit that the ORDER OF SALE entered in 95 CH 12314 by Judge Durkin on December 6, 1996 was void as to the January 7, 1997 Sheriff's auction of Rosebrook Joint Venture's, EIN 36-3955099, beneficial interest and power of direction in Trust No. 3880.

Having committed fraud upon the court by fraudulently misrepresenting the existence of a Rosebrook Joint Venture, EIN 36-3955099, consisting of The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. having started business on January 1, 1993 as either doing business or having done business on the property in Trust No. 3880, Lyn-Jay-Homes, Inc. will continue its fraud upon the court by fraudulently misrepresenting:

2. A memorandum of agreement under which The Joint Venture was formed was executed by the initial venturers with a date of December 22, 1993 ("The Joint Venture Agreement"). A true and correct copy of The Joint Venture Agreement is attached hereto and made as part hereof as Exhibit "A".

Lyn-Jay's Exhibit A is a Joint Venture Development Agreement with a date of December 22, 1992, not the fraudulent December 22, 1993. Lawrence Fey of De Raimo Eisen & Fey, the CPA for Rosebrook Joint Venture, EIN 36-3955099, by his own admittance and that of Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc., having created Rosebrook Joint Venture, EIN 36-3955099, by his fraudulent SS-4, had also submitted to the Illinois Department of Revenue a fraudulent NUC-1 for a Rosebrook Joint Venture, EIN 36-3955099, as having started business in the State of Illinois from OUT OF STATE on December 1, 1993 to deny that any of the legal transactions relative to the subject 6.115 acres in Trust No. 3880 prior to December 1, 1993 had ever occurred and also to avoid the laws of the State of Illinois pertaining to land trusts. This is the intent of Lyn-Jay Homes, Inc fraudulently misrepresenting the date of the formation of a Rosebrook

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Joint Venture by a Joint Venture Agreement dated December 22, 1993 and not the evidenced December 22, 1992. Robert Erfurth's signature on the fraudulent NUC-1 of Rosebrook Joint Venture, EIN 36-3955099 is a FORGERY made by Lawrence Fey of De Raimo Eisen & Fey.

The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are all Illinois Corporations. The Rosebrook Joint Venture created by the December 22, 1992 Joint Venture Development Agreement was domiciled in the State of Illinois. River Forest State Bank and Trust Company was an Illinois land trust corporation. The 6.115 acres of land was located in Westchester, Illinois. Not only is the existence of Rosebrook Joint Venture, EIN 36-3955099, a temporal and legal impossibility, the existence of a Rosebrook Joint Venture, EIN 36-3955099, is a physical impossibility.

Lyn-Jay's Exhibit A is a Joint Venture Development Agreement, the initial venturers of which were Frank Barrett, Rosemary Joyce Enterprises, Inc., consisting of Rosemary Joyce, and ROSEBROOK FARM, INC., consisting of a Henry, Robert, Fred and Cary Erfurth and those initial venturers had agreed that the Rosebrook Joint Venture was deemed created as of December 22, 1992 and specifically not October 26, 1992, December 7, 1992, or January 1, 1993 and that the Rosebrook Joint Venture was not a general partnership. A Rosebrook Joint Venture, EIN 36-3955099, a general partnership having started business on January 1, 1993, denies the existence of the Rosebrook Joint Venture created on December 22, 1992 by Lyn-Jay's Exhibit A.

The BAIT and SWITCH scheme of a Richard Joseph, Henry, Robert, Fred, and Cary Erfurth and Rosemary Joyce is evidenced in Section I6c of Lyn-Jay's Homes, Inc.'s Exhibit A. Lyn-Jay Homes, Inc.'s Exhibit A was not prepared until December 16, 1992 by a Richard Joseph, the attorney for ROSEBROOK FARM, INC. and Henry, Robert, Fred and Cary Erfurth and who is also the architect of the BAIT and SWITCH scheme that failed. Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC. were two DUMMY corporations asserted to affect the BAIT and SWITCH scheme of Richard Joseph, Rosemary Joyce, Henry, Robert, Fred and Cary Erfurth.

Lyn-Jay's Exhibit A contains an arbitration clause, SECTION X-ARBITRATION, wherein any controversy or claim arising out of the provisions of the December 22, 1992 Joint Venture Development Agreement had to be arbitrated and the Illinois judicial system's jurisdiction of any claim or controversy arising out of or related to the provisions of the December 22, 1992 Joint Venture Agreement was restricted to entering an award rendered by such arbitration.

On January 16, 1996 the maker of the EMERGENCY MOTION of this date will send notice to the three of the four FORMER parties of 95 CH 12314 recognizing the validity of SECTION X-ARBITRATION of the Joint Venture Development Agreement and notified the attorneys for The Ashley B. Corporation, Rosemary Joyce Enterprises, Inc. and the Trustee that Lyn-Jay Homes, Inc. was withdrawing its offer to waive the arbitration clause of the Joint Venture Development Agreement. Lyn-Jay's attorney had tried goading Frank Barrett, the President of the Ashley B. Corporation, into arbitration to

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admit that ANY justicable controversy existed between the original parties of 95 CH 12341 when no such controversy existed on that date. Frank Barrett did not fall for that ploy because no justicable controversy existed between the FORMER parties of 95 CH 12314 on that date.

Having committed fraud upon the court by fraudulently misrepresenting a Rosebrook Joint Venture, EIN 36-3955099, whose existence was a temporal, legal and physical impossibility, and having committed further fraud upon the court by fraudulently misrepresenting the date of the Joint Venture Development Agreement, then Lyn-Jay will continue its fraud upon the court with:

"4. Subsequent to the formation of the Joint Venture, the interest of Frank J. Barrett therein was transferred to Ashley B., the interests of Henry Erfurth, Robert Erfurth, Fred Erfurth and Cary Erfurth (and their partnership) was transferred to Lyn-Jay and the interests, if any, of Rosemary Joyce, an individual, was transferred to Joyce.

No such transfer of interests in the Rosebrook Joint Venture created by the December 22, 1992 Joint Venture Agreement were ever submitted into evidence in 95 CH 12314 because no such transfers of interests in the Rosebrook Joint Venture created by the December 22, 1992 Joint Venture Development Agreement had ever occurred.

Richard Joseph, the then attorney for Harry, Robert, Fred and Cary Erfurth and ROSEBROOK FARM, INC. and the architect of the first BAIT and SWITCH scheme of the December 22, 1992 Joint Venture Development Agreement had prepared CORPORATE RESOLUTIONS for The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. authorizing the acceptance of the one third interest of Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth in Trust No. 3880 U/T/A dated December 7, 1992 and the interests of the same parties in the Rosebrook Joint Venture created on December 22, 1992 by an Assignment dated October 20, 1993 and the CORPORATE RESOLUTIONS were executed but no such Assignments ever occurred.

As evidenced by Richard Joseph's November 8, 1993 and February 16, 1994 letters to the Trustee, the preparation of the CORPORATE RESOLUTIONS was another BAIT and SWITCH scheme devised by Richard Joseph. Unfortunately for Richard Joseph his secretary was sick and Richard Joseph issued a HANDWRITTEN note to Peter Kupic, the mortgage officer for FIRST NATIONAL BANK OF CHICAGO, evidencing that as of November 16, 1993 a Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement had been TERMINATED and ALL of the rights of the December 7, 1992 Trust Agreement and the December 22, 1992 Joint Venture Development Agreement belonged to The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc., equally.

Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. cannot dare attempt to use such CORPORATE RESOLUTIONS as the evidence of the assignments of interest in the Rosebrook Joint Venture formed per the December 22, 1992 Joint Venture Development

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Agreement because Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will always make the fraudulent misrepresentations denying that Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth were ever the original beneficiaries of Trust No. 3880, that Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth ever had one third interests in Trust No. 3880 and that any interest in Trust No. 3880 was ever U/T/A dated December 7, 1992 to deny it was ever the intention of parties that Frank Barrett was to receive one third of the proceeds of a sale of property in Trust No. 3880 and to deny that the December 7, 1992 Trust Agreement was ever applicable to the property in Trust No. 3880 for the exact reason that the provisions of the December 7, 1992 Trust Agreement cannot be litigated or FIXED by the Illinois judicial system.

No temporal, legal or physical possibility exists of the Rosebrook Joint Venture, formed by the December 22, 1992 Joint Venture Development Agreement, which was specifically not a general partnership, consisting of Frank Barrett, Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC. domiciled in the State of Illinois becoming a Rosebrook Joint Venture, EIN 36-3955099, as a general partnership, consisting of The Ashley B. Corporation, Rosemary Joyce Enterprises, Inc. and Lyn-Jay Homes, Inc. having started business from OUT OF STATE on January 1, 1993 and having started business in the State of Illinois on December 1, 1993.

Having committed fraud upon the court of asserting the existence of a Rosebrook Joint Venture, EIN 36-3955099, having committed fraud upon the court by fraudulently misrepresenting the date of the Joint Venture Development Agreement, having fraudulently misrepresented the transformation of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement into a Rosebrook Joint Venture, EIN 36-3955099, created by the fraudulent SS-4, Lyn-Jay Homes, Inc. continued its fraud upon the court by fraudulently misrepresenting:

“5. The Trust was formed to hold the property of The Venture. A true and correct copy of the Trust Agreement under which the Trust was formed with the interests of the original principles of The Joint Venture together with an assignment executed by the principals of The Joint Venture and receipted by the Trustee acknowledging the transfers of interest described in paragraph 4, above, is attached hereto and hereby made a part hereof as Exhibit B.”

The Trust Agreement is dated December 7, 1992. The Joint Venture Agreement is dated December 22, 1992 and Lyn-Jay admitted that The Joint Venture was formed by the Joint Venture Agreement and the Joint Venture Agreement evidences that Frank Barrett, Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC, the initial venturers, deemed the Rosebrook Joint Venture to be created as of December 22, 1992. The Trust could not have been formed on December 7, 1992 to hold the property of the Rosebrook Joint Venture because the Rosebrook Joint Venture did not exist on December 7, 1992 and the parties of the December 7, 1992 Trust Agreement are not the parties of the December 22, 1992 Joint Venture Agreement specifically because of the first planned

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Agreement because Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will always make the fraudulent misrepresentations denying that Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth were ever the original beneficiaries of Trust No. 3880, that Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth ever had one third interests in Trust No. 3880 and that any interest in Trust No. 3880 was ever U/T/A dated December 7, 1992 to deny it was ever the intention of parties that Frank Barrett was to receive one third of the proceeds of a sale of property in Trust No. 3880 and to deny that the December 7, 1992 Trust Agreement was ever applicable to the property in Trust No. 3880 for the exact reason that the provisions of the December 7, 1992 Trust Agreement cannot be litigated or FIXED by the Illinois judicial system.

No temporal, legal or physical possibility exists of the Rosebrook Joint Venture, formed by the December 22, 1992 Joint Venture Development Agreement, which was specifically not a general partnership, consisting of Frank Barrett, Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC. domiciled in the State of Illinois becoming a Rosebrook Joint Venture, EIN 36-3955099, as a general partnership, consisting of The Ashley B. Corporation, Rosemary Joyce Enterprises, Inc. and Lyn-Jay Homes, Inc. having started business from OUT OF STATE on January 1, 1993 and having started business in the State of Illinois on December 1, 1993.

Having committed fraud upon the court of asserting the existence of a Rosebrook Joint Venture, EIN 36-3955099, having committed fraud upon the court by fraudulently misrepresenting the date of the Joint Venture Development Agreement, having fraudulently misrepresented the transformation of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement into a Rosebrook Joint Venture, EIN 36-3955099, created by the fraudulent SS-4, Lyn-Jay Homes, Inc. continued its fraud upon the court by fraudulently misrepresenting:

“5. The Trust was formed to hold the property of The Venture. A true and correct copy of the Trust Agreement under which the Trust was formed with the interests of the original principles of The Joint Venture together with an assignment executed by the principals of The Joint Venture and receipted by the Trustee acknowledging the transfers of interest described in paragraph 4, above, is attached hereto and hereby made apart hereof as Exhibit B.”

The Trust Agreement is dated December 7, 1992. The Joint Venture Agreement is dated December 22, 1992 and Lyn-Jay admitted that The Joint Venture was formed by the Joint Venture Agreement and the Joint Venture Agreement evidences that Frank Barrett, Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC, the initial venturers, deemed the Rosebrook Joint Venture to be created as of December 22, 1992. The Trust could not have been formed on December 7, 1992 to hold the property of the Rosebrook Joint Venture because the Rosebrook Joint Venture did not exist on December 7, 1992 and the parties of the December 7, 1992 Trust Agreement are not the parties of the December 22, 1992 Joint Venture Agreement specifically because of the first planned

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BAIT and SWITCH scheme of Richard Joseph, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth.

The December 7, 1992 Trust Agreement is executed by Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth as the original beneficiaries of Trust No. 3880 each possessing a one third, undivided interest in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement. The Illinois Court of Appeals will enter a finding of fact on December 12, 1997 that Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth were the original beneficiaries of Trust No. 3880 and that each possessed a one third, undivided interest in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement.

The Trust was formed to hold the property of Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth as the original beneficiaries of Trust No. 3880. Per the decisional law of the Illinois Supreme Court, the beneficiaries of land trusts own the rights of ownership of the property in land trusts, specifically for tax purposes.

Having fraudulently misrepresented the original beneficiary of Trust No. 3880 to deny it was ever the intention of parties that Frank Barrett receive one third of the proceeds of the sale of property in Trust No. 3880, then Lyn-Jay fraudulently misrepresents their Exhibit B.

Lyn Jay's Exhibit B of its EMERGENCY MOTION is a RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST #3880 dated October 30, 1993 and lodged with the Trustee on November 16, 1993. The ASSIGNOR is the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement and the ASSIGNEES are The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and by this document those three parties received equal one third, undivided interests in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992.

As of October 30, 1993, at the insistence of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc., The Ashley B. Corporation was never doing business on the property in Trust No. 3880 with Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and as of November 16, 1993 The Ashley B. Corporation's one third, undivided interest in Trust No. 3880 per the December 7, 1992 Trust Agreement was the personal property of The Ashley B. Corporation and is not subject to any partnership law.

The exact reason that The Ashley B. Corporation received one third of the proceeds of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement is that Frank Barrett, in correct anticipation of a SWITCH, had negotiated a second "AND/OR" into Section II.6 of the December 22, 1992 Joint Venture Development Agreement so Frank Barrett's equal sharing of the proceeds of the income from the sale of what was partially or fully developed was never contingent upon the formation of a secondary joint venture. In the State of Illinois a beneficial interest in a land trust is capital stock.

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In 95 CH 12314, Lyn-Jay Homes will pray to have the provisions of the December 22, 1992 Joint Venture Development Agreement REIMPOSED so they can claim that Section II.6 of the December 22, 1992 Joint Venture Development Agreement is NUGATORY unless a secondary joint venture was formed while at the same time fraudulently denying that the provisions of the December 22, 1992 Joint Venture Agreement were ever eliminated and also fraudulently denying that any interest in Trust No. 3880 was ever held subject to the provisions of the December 7, 1992 Trust Agreement because the provisions of the December 7, 1992 Trust Agreement cannot be litigated or FIXED by the Illinois judicial system.

The interpretation of the provisions of the December 22, 1992 Joint Venture Development Agreement by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. is NUGATORY. The proceeds of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement were distributed equally by Frank Barrett, Rosemary Joyce, Henry, Robert, Fred and Cary Erfurth to The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. on November 16, 1993.

While Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. are making their fraudulent misrepresentations that no interest in Trust No. 3880 was ever held subject to the provisions of the December 7, 1992 Trust Agreement in 95 CH 12314, Rosemary Joyce Enterprises, Inc.'s attorney is preparing and Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are executing documents U/T/A dated December 7, 1992 and documents stating that all interest in Trust No. 3880 is held subject to the provisions of the December 7, 1992 Trust Agreement

The Illinois Appellate Court will find because of this document that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were the beneficiaries of Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement on December 22, 1995, the inception of 95 CH 12314, and that each possessed a one third, undivided interest in Trust No. 3880.

Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc, will conspire to commit fraud upon the court by fraudulently misrepresenting that this document is an Assignment of Interest in the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement to deny that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were ever the beneficiaries of Trust No. 3880 and that all that The Ashley B. Corporation received by this document was a one third interest in Rosebrook Joint Venture, EIN 36-3955099, by the provisions of the December 22, 1992 Joint Venture Development Agreement and that The Ashley B., Corporation never had a one third undivided interest in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992. Rosebrook Joint Venture, EIN 36-3955099, never existed.

Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc, because of the gross market incompetence of Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. did not want

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The Ashley B. Corporation to own a one third, undivided interest in Trust No. 3880 which is a land trust. They want the Ashley B. Corporation to only own an interest in Rosebrook Joint Venture, 36-3955099, because a ROSEBROOK OF WESTCHESTER was a complete and total financial disaster, so they can steal Ashley's one third undivided interest in Trust No. 3880 while denying that such an interest ever existed, as compensation for their gross incompetence, with fraudulent debt.

Per the records of the Cook County Recorder's Office, Richard Joseph, the maker of Exhibit B of Lyn-Jay's EMERGENCY MOTION, had filed on November 8, 1993, at law, a FACSIMILE ASSIGNMENT, Document No. 93902192, of the assignment of Rosebrook Joint Venture's assignment of its beneficial interest and power of direction in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992 to The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises as EXEMPT under the provisions of the Land Trust Recordation and Transfer Tax Act.

When Lyn-Jay's Exhibit B of this EMERGENCY MOTION is lodged with the Trustee on November 16, 1993 a Rosebrook Joint Venture, formerly known as Meadowbrook Farm Estate Joint Venture, is deemed TERMINATED and has to close its books and MUST file a short year federal income tax return. Rosebrook Joint Venture only became formerly known as Meadowbrook Farm Estates Joint Venture because the BAIT and SWITCH scheme of Richard Joseph, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth on December 22, 1992 had failed.

The TERMINATION of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement occurred with the word proceeds in Section II.6 of the December 22, 1992 Joint Venture Development Agreement by the agreement of Frank Barrett, Rosemary Joyce, Henry, Robert, Fred and Cary Erfurth.

Lyn-Jay Homes, 's Exhibit B of its EMERGENCY MOTION is evidence of the TERMINATION of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement. Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. conspired to commit fraud upon the court in 95 CH 12314, with the evidenced participation of Richard Joseph, by fraudulently misrepresenting this document as the fraudulent conversion of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement into a Rosebrook Joint Venture, EIN 36-3955099, that never existed to steal the one third undivided interest of The Ashley B. Corporation in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992 by denying that the one third undivided interest of The Ashley B. Corporation in Trust No. 3880 ever existed.

On November 8, 1993 Richard Joseph will fraudulently misrepresent his own FACSIMILE ASSIGNMENT of the same date to the Trustee as the Assignment of Interest in a Rosebrook Joint Venture and fraudulently claim that the October 30, 1993 RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST #3880 was only a name change in the joint venturers of the Rosebrook Joint Venture. Name changes in joint ventures are not filed

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as FACSIMILE ASSIGNMENTS under the provisions of the Land Trust Recordation and Transfer Tax Act with the Cook County Recorder's Office.

Despite this fraudulent misrepresentation to the Trustee, Richard Joseph will continue to prepare documents evidencing The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. as the beneficiaries of Trust No. 3880.

Specifically because of the RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST NO. 3880 the Illinois Court of Appeals will enter the finding of fact on December 12, 1997 that on December 21, 1993 that The Ashley B. Corporation, Lyn-Jay Homes Inc. and Rosemary Joyce Enterprises, Inc. granted a collateral assignment of their beneficial interests in Trust No. 3880 to The First National Bank of Chicago as security for a \$600,000 construction loan.

The evidence of that transaction is the River Forest State Bank and Trust Company's Exhibit C of its December 22, 1995 MOTION FOR DECLARATORY JUDGMENT AND OTHER RELIEF and is a RIVER FOREST BANK AND TRUST COMPANY COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST NO. 3880 FOR SECURITY PURPOSES, executed by The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. as the beneficiaries of Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992 and accepted by FIRST NATIONAL BANK OF CHICAGO and received by the Trustee for a \$600,000 Trust Deed Mortgage.

As soon as the \$600,000 Trust Deed Mortgage is paid off, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will continue their fraud upon the court in 95 CH 12314 by fraudulently misrepresenting that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were never the beneficiaries of Trust No. 3880, that no interest was ever held in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement and that the \$600,000 Trust Deed Mortgage never existed.

The FACSIMILE ASSIGNMENT FOR COLLATERAL SECURITY of this transaction, which Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. deny ever occurred, was recorded by Richard Joseph on December 17, 1993 as Document No. 03033998 with the Cook County Recorder's Office as EXEMPT under the provisions of the Land Trust Recordation and Transfer Tax Act.

On May 21, 1994 FIRST NATIONAL OF CHICAGO accepted as installed the general improvements of a ROSEBROOK OF WESTCHESTER as paid for by the \$600,000 Trust Mortgage Deed which had been obtained by the collateral assignments of The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. beneficial interests and powers of direction in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement and FIRST NATIONAL OF CHICAGO had accepted the provisions of the December 7, 1992 Trust Agreement as collateral. On this date the appraised value of the land alone was \$2,400,000.00 and the one third undivided interests of the beneficiaries of Trust No. 3880 were each worth \$800,000.00. As of this

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date, because of the dramatic increase in the value of the land due to the highest and best use developed by Frank Barrett, the collateral for the \$600,000 Trust Deed Mortgage and the Trust Agreement were no longer needed to meet the federal debt to equity ratio of FIRST NATIONAL BANK OF CHICAGO.

On the NEXT day, Lawrence Fey prepared the 1993 fraudulent federal income tax of Rosebrook Joint Venture, EIN 36-3955099 that denied that Trust No. 3880, the December 7, 1992 Trust Agreement, the beneficial interests and powers of direction of The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce, Enterprises, Inc. in Trust No. 3880 and the Trust Mortgage Deed ever existed. By the fraudulent 1993 federal income tax of Rosebrook Joint Venture, EIN 36-3955099, having started business on January 1, 1993 everything belonged to Rosebrook Joint Venture, 36-3055099. Rosebrook Joint Venture, EIN 36-3955099, never existed.

Despite the three equal beneficiaries of Trust No. 3880 having used the dramatic increase in the value of the property in Trust No. 3880, such dramatic increase due to the highest and best use for the 6.115 acres as developed by Frank Barrett, in 95 CH 12314 Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will continue their fraud upon the court by denying that the 6.115 acres of property in Trust No. 3880 ever increased from the option price of \$725,000.

Lyn-Jay Homes, Inc. having committed fraud upon the court by asserting the existence of a fraudulent Rosebrook Joint Venture, EIN 36-3955099; having fraudulently misrepresented the date of the Joint Venture Development Agreement; having fraudulently misrepresented the conversion of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement into a Rosebrook Joint Venture, EIN 36-3955099, which never existed and having fraudulently misrepresented that neither Frank Barrett nor The Ashley B. Corporation ever had a one third, undivided interest in Trust No. 3880, Lyn-Jay Homes, Inc. will continue their fraud upon the court by fraudulently misrepresenting:

“6. The Joint Venture continues with respect to portions of the real estate originally acquired pursuant to the Joint Venture Agreement and title to said real estate continues to be held in the Trust.”

In 95 CH 12314 Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. will always assert and evidence that the Rosebrook Joint Venture was formed by the execution of the Joint Venture Development Agreement on December 22, 1992 and then both make the fraudulent misrepresentations that the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement purchased the 6.115 acres of land per the provisions of the December 22, 1992 Joint Venture Development Agreement and then Trust No. 3880 was formed on December 7, 1992 to hold the 6.115 acres purchased by the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement.

Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will always make the absurd fraudulent misrepresentation in 95 CH 12314 that December 22, 1992 occurred before

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December 7, 1992 to claim that the December 7, 1992 Trust Agreement had nothing to do with the 6.115 acres in Trust No. 3880 because the December 7, 1992 two page pre-printed Trust Agreement cannot be litigated or TOUCHED by the Illinois judicial system.

When the EXTORTION of the May 2, 1996 ORDER entered by Judge Thomas Durkin in 95 CH 12314 fails, then in 1-96-3555 Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will commit another series of fraud on the court by more fraudulent misrepresentations to deny that the December 7, 1992 Trust Agreement ever had anything to do with the property in Trust No. 3880.

A Frank Barrett prepared on October 26, 1992 a PURCHASE AGREEMENT, at the request of Rosemary Joyce and Henry Erfurth, proposing three equal beneficiaries of a trust between Frank Barrett, Rosemary Joyce and Lyn Jay Builders for the subject 6.115 acres. Frank Barrett would contribute an option to purchase the 6.115 acres for \$725,000 from Mutual of New York and subordinate his interest in the option to the trust and Rosemary Joyce and Lyn Jay Builders would make investments of capital for the remaining monies of the purchase. A more formal agreement would be made between the three parties within the context of said trust as equal beneficiaries of said trust. Robert Erfurth added an attorney approval clause before said document was executed by Frank Barrett, Rosemary Joyce and Lyn Jay Builders by Henry, Robert and Cary Erfurth as proposed equal beneficiaries of a trust. Such an arrangement would protect Frank Barrett from any malfeasance or incompetence on the part of Rosemary Joyce or Lyn Jay Builders. Per the proper record of 95 CH 12314 that document contained the signatures of FIVE persons and not SIX persons.

In the State of Illinois, trusts, land trusts, joint ventures and partnerships are all separate and distinct forms of ownership. Frank Barrett had developed the highest and best use for the 6.115 acres. Evidence of such is of public record in the Village of Westchester.

The PURCHASE AGREEMENT was never approved by Seymour Axelrood, the attorney for Rosemary Joyce, and SPECIFICALLY not by Richard Joseph, the attorney for Lyn Jay Builders.

Henry Erfurth and Richard Joseph had no intention of Frank Barrett owning one third of ANYTHING. For the BAIT and SWITCH scheme devised for Henry Erfurth by Richard Joseph, with the tacit approval of Rosemary Joyce, it was MANDATORY that no joint venture ever be formed between Frank Barrett, Rosemary Joyce and Lyn Jay Builders, the signatories of the PURCHASE AGREEMENT as proposed equal beneficiaries of a trust that was never approved by either Seymour Axelrood or SPECIFICALLY Richard Joseph for the SWITCH to work.

Richard Joseph, citing the approval of Seymour Axelrood, countered with three drafts of the Joint Venture Development Agreement proposing the property be conveyed to a land trust and the formation of a joint venture between Frank Barrett, Rosemary Joyce and Lyn Jay Builders relative to the development of the 6.115 acres dated November 4, 1992, November 17, 1992 and November 24, 1992. In 1-96-3555 Lyn-Jay Homes, Inc. and

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Rosemary Joyce Enterprises, Inc. denied the existence of the three drafts of the Joint Venture Development Agreement after Lyn-Jay Homes, Inc. in 95 CH 12314 had already admitted the negotiations of those three documents. In the preparation of these documents, Richard Joseph made the Freudian slip of proposing a TWO party arrangement, not THREE. That Freudian slip is the exact reason that the BAIT and SWITCH scheme devised by Richard Joseph failed. Fred Erfurth is mentioned for the first time in negotiations between parties in the November 17, 1992 draft of the Joint Venture Agreement. Frank Barrett was not aware of the existence of Fred Erfurth on October 26, 1992 and Fred Erfurth did not execute the October 26, 1992 PURCHASE AGREEMENT that was never approved by either Seymour Axelrood or Richard Joseph. Attached to the November 17, 1992 draft of the Joint Venture Agreement was a draft of the Trust Agreement, HANDWRITTEN by Richard Joseph, identifying Frank Barrett, Rosemary Joyce and Lyn Jay Builders as the proposed beneficiaries of the land trust, each possessing a one third, undivided interest in the proposed land trust. Frank Barrett had specifically requested of Richard Joseph a draft of the Trust Agreement because of his Freudian slip of a TWO party arrangement.

The existence of the three drafts of the December 22, 1992 Joint Venture Development Agreement voids the entirety of 95 CH 12314, et seq., for reasons of fraud upon the court in 1-96-355595 by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc.

On November 27, 1992 Rosemary Joyce presented to Frank Barrett for Frank Barrett's execution an AGREEMENT FOR SUCCESSOR IN INTEREST IN REAL ESTATE SALES CONTRACT by which a Westchester Farm Joint Venture consisting of Frank Barrett, Rosemary Joyce and Lyn Jay Builders, TO BE FORMED, was to succeed Frank Barrett's interest in an option contract dated June 17, 1992. Richard Joseph was VERY thorough in inserting TO BE FORMED. If a joint venture was ever formed consisting of Frank Barrett, Rosemary Joyce and Lyn Jay Builders, the signatories of the October 26, 1992 PURCHASE AGREEMENT as proposed equal beneficiaries of a trust that was not approved by either Seymour Axelrood or Richard Joseph, then the SWITCH could not work.

In presenting this document to Frank Barrett, Rosemary Joyce maliciously informed Frank Barrett that Seymour Axelrood and Richard Joseph were demanding that Frank Barrett have an attorney so that WHEN something happened that Frank Barrett would not be able to blame Rosemary Joyce or Lyn Jay Builders. Evidence of such a conversation is on the signature page of this document.

Per this document, either a TO BE FORMED Westchester Joint Venture or Frank Barrett were to take title to the 6.115 acres in a land trust, a legal impossibility, under a Trust Agreement dated November 25, 1992. No such Trust Agreement dated November 25, 1992 was ever submitted into evidence in 95 CH 12314 because no such document ever existed. No Westchester Joint Venture, or any joint venture, consisting of Frank Barrett, Rosemary Joyce and Lyn Jay Builders, per the proper record of 95 CH 12314, was ever formed to succeed Frank Barrett's interest in the June 17, 1992 option agreement.

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Because of the Freudian slip of Richard Joseph, the negotiations of Richard Joseph as evidenced by the three drafts of the Joint Venture Agreement, Rosemary Joyce's malicious presentation of this document on this date and the request that Frank Barrett have an attorney, Frank Barrett revisited the three drafts of the Joint Venture Development Agreement, which Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. deny ever existed, to negotiate that the final draft of the Joint Venture Agreement and the Trust Agreement would be IDENTICAL so the WHEN as maliciously forecast by Rosemary Joyce on this date could not occur.

On December 7, 1992, as prepared by Richard Joseph, Frank Barrett, Rosemary Joyce and Henry Robert, Fred and Cary Erfurth executed the Trust Agreement as of this date as the original beneficiaries of Trust No. 3880 each possessing a one third, undivided interest in Trust No. 3880 per the provisions of the Trust Agreement. Title to the 6.115 acres was to be taken under the provisions of the Trust Agreement.

Richard Joseph will specifically include a Meadowbrook Farm Estates Joint Venture so the SWITCH could occur at the execution of the final Joint Venture Development Agreement. In a joint venture the parties own the property and joint ventures are operated for the benefit of parties. In 1-96-3555 Rosemary Joyce Enterprises, Inc. will fraudulently misrepresent that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were SHAREHOLDERS in Rosebrook Joint Venture, EIN 36-3955099, which never existed to avoid the actual arrangement of a joint venture.

Richard Joseph was very thorough in having Henry, Robert, Fred and Cary Erfurth be original beneficiaries of Trust No. 3880 and not Lyn Jay Builders so Frank Barrett could never claim that a joint venture had ever been formed between Frank Barrett, Rosemary Joyce and Lyn Jay Builders, the signatories of the October 26 PURCHASE AGREEMENT as proposed equal beneficiaries of a trust that was never approved by Seymour Axerood and SPECIFICALLY Richard Joseph.

Trust No. 3880 was opened by the receipt of the Trustee, particularly an Anne Baetz, a Trust Officer. It was Frank Barrett who lodged the Trust Agreement with the Trustee on December 7, 1992. On this date Frank Barrett was to learn that Richard Joseph had numerous other land trusts with the Trustee and that Richard Joseph was well known to the staff of the Trustee.

Per the December 7, 1992 Trust Agreement, only Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth were entitled to the proceeds from rentals and from mortgages, sales or other disposition of said premises, equally. Such a covenant of the December 7, 1992 Trust Agreement is the exact reason for the criminal conspiracy to defraud of Lyn-Jay Homes, Inc, Rosemary Joyce Enterprises, Inc. and Lawrence Fey and the judicial misconduct of the Illinois judicial system and the federal judicial system and the Illinois Attorney General Office in 95 CH 12314, et seq. The provisions of the December 7, 1992 Trust Agreement cannot be litigated to remove the word sales from the December 7, 1992 Trust Agreement to make sale of property into disposition of asset. This is specifically why Lyn-Jay commits fraud upon the court by fraudulently

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misrepresenting that the 6.115 acres was purchased pursuant to the December 22, 1992 Joint Venture Development Agreement. Such a fraudulent misrepresentation is a temporal impossibility.

On February 16, 1994 Richard Joseph will fraudulently misrepresent to the Trustee in a letter that the December 7, 1992 Trust Agreement never existed and that document was the Meadowbrook Farm Joint Venture Agreement to fraudulently misrepresent that Frank Barrett never had a one third, undivided interest in Trust No. 3880, all that Frank Barrett had was an undivided one third interest in a Meadowbrook Farm Estates Joint Venture. Despite this fraudulent misrepresentation, Richard Joseph will continue to prepare documents U/T/A dated December 7, 1992.

On December 10, 1992 Frank Barrett, Rosemary Joyce, and Robert and Cary Erfurth executed a Letter of Direction, prepared by Richard Joseph, per the provisions of the Trust Agreement dated December 7, 1992 for the original beneficiaries of Trust No. 3880, Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth, placing the 6.115 acres DIRECTLY into Trust No. 3880. Richard Joseph was very thorough in corroborating with this document that a Meadowbrook Farm Estates Joint Venture was never a beneficiary of Trust No. 3880 so Frank Barrett could never claim that a Meadowbrook Farm Estates Joint Venture was the original beneficiary of Trust No. 3880 when the SWITCH works.

On December 12, 1992 the 6.115 acres of property was conveyed DIRECTLY from LaSalle National Bank NA Trust No. 11386 to River Forest State Bank and Trust, Trust No. 3880 by the AUTHORITY of Frank Barrett, Rosemary Joyce, and Henry, Robert Fred and Cary Erfurth as the original beneficiaries of Trust No. 3880 by a December 8, 1992 TRUST TO TRUST recorded December 12, 1992 by Richard Joseph as Document No. 92938002 with the Cook County Recorder's Office. Richard Joseph wanted to ensure that no joint venture of any nature or any name ever had legal or equitable title to the 6.115 acres so when the SWITCH worked that Frank Barrett would not be able to claim that the 6.115 acres was ever the property of any joint venture or that it was ever the intention of parties that the 6.115 acres ever be the property of any joint venture. The provisions of the December 7, 1992 Trust Agreement are recited and incorporated by reference on the TRUST TO TRUST Deed. Richard Joseph wanted to ensure that the 6.115 acres of land had been purchased by the provisions of the December 7, 1992 Trust Agreement so the SWITCH could work.

In a letter dated February 16, 1994, Richard Joseph informed the Trustee that the TRUST TO TRUST Deed never existed after denying that the Trust Agreement ever existed and informed the Trustee that the 6.115 acres had been purchased by Meadowbrook Farm Estates Joint Venture and that Meadowbrook Farm Estates Joint Venture had placed the property into Trust No. 3880 by a Deed Into Trust and that Trust No. 3880 was never a land trust. No such Deed Into Trust exists.

When the EXTORTION of the May 2, 1996 ORDER fails, only then in 1-96-3555 will Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises commit the fraudulent

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misrepresentation that a joint venture had been formed by the October 26, 1992 PURCHASE AGREEMENT that was never approved by either Seymour Axelrod or Richard Joseph and that the 6.115 acres of land had been purchased by the provisions of the October 26, 1992 PURCHASE AGREEMENT to deny the 6.115 acres of property was purchased by the provisions of the December 7, 1992 Trust Agreement because the provisions of the December 7, 1992 Trust Agreement cannot be litigated or TOUCHED by the Illinois judicial system and will fraudulently misrepresent that Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth had made capital contributions to that joint venture and that joint venture purchased the 6.115 acres of land and then that joint venture placed the 6.115 acres of land in Trust No. 3880 and that joint venture was the original beneficiary of Trust No. 3880. Per the proper record of 95 CH 12314, and by the exact actions of Richard Joseph, no joint venture was ever formed by the October 26, 1992 PURCHASE AGREEMENT and none of the fraudulent misrepresentations of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. relative to the October 26, 1992 PURCHASE AGREEMENT ever occurred.

Used to affect the closing of this date was \$35,000 of capital paid to Mutual of New York by Frank Barrett in 1992 and \$345,102 of capital invested each by Rosemary Joyce and Henry, Robert Fred and Cary Erfurth. The monies of Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth were deposited DIRECTLY and SEPERATELY with the ESCROW TRUST DEPARTMENT of Chicago Title and Trust Company, Escrow Trust No. 1108725, Title Order No. 73-82-135. Richard Joseph wanted to ensure that the monies of Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth could never be construed as capital contributions to any joint venture of any nature.

The December 12, 1992 STATEMENT, ESCROW TRUST DEPARTMENT was executed by Kent Born for Mutual of New York and Seymour Axelrod and Richard Joseph. Also in attendance were Frank Barrett, Rosemary Joyce, Henry, Robert and Cary Erfurth. The attendance at this closing by Frank Barrett, Rosemary Joyce, and Henry, Robert and Cary Erfurth VOIDS the entirety of 95 CH 12314, et seq. for reason of fraud upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314.

At the closing, Richard Joseph handed to Frank Barrett a fully executed copy of the AGREEMENT FOR SUCCESSOR IN INTEREST IN REAL ESTATE SALES CONTRACT now dated December 9, 1992 by Richard Joseph. Richard Joseph first had to ensure that Frank Barrett was an original beneficiary of Trust No. 3880 on December 7, 1992 by the provisions of the Trust Agreement and that a Westchester Farm Joint Venture was never formed between Frank Barrett, Rosemary Joyce and Henry, Robert Fred and Cary Erfurth. This way when the SWITCH works, Richard Joseph can state that he warned Frank Barrett to have an attorney and if Frank Barrett wants the option back go see a Westchester Farm Joint Venture that never existed. Frank Barrett's option ceased its existence on December 12, 1992.

By The Ashley B. Corporation simply submitted into evidence in 95 CH 12314 the December 12, 1992 STATEMENT, ESCROW TRUST DEPARTMENT, the entirety of

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the fraud upon the court of Lyn-Jay Homes, Inc. and Rosemary Joyce in 95 CH 12314 was defeated. December 12, 1992 occurred before December 22, 1992.

On December 22, 1992 Frank Barrett was asked to execute the final Joint Venture Development Agreement by Rosemary Joyce Enterprises, Inc. and a ROSEBROOK FARM, INC., the two DUMMY corporations. The two DUMMY corporations were listed in the Joint Venture Development Agreement as the only two beneficiaries of Trust No. 3880. The Joint Venture Development Agreement referenced that the power of direction was in the Land Trust Agreement.

The SWITCH is in SECTION I-PURCHASE 6C of the December 22, 1992 Joint Venture Development Agreement. Per the idiosyncrasies of land trusts, if Frank Barrett would have executed the December 22, 1992 Joint Venture Development Agreement as presented, then within the hour Richard Joseph and Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC. would have removed the 6.115 acres from Trust No. 3880 by the sole powers of direction of Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC. per the provisions of the December 7, 1992 Trust Agreement and Frank Barrett would have been a joint venturer in a Meadowbrook Farm Estates Joint Venture with no assets and a one third owner of a Rosebrook Joint Venture with no assets. Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth, whatever they called themselves, would have obtained Frank Barrett's option and highest and best use for the 6.115 acres and gotten rid of Frank Barrett.

INSTEAD, left margin, Page 1, Joint Venture Development Agreement, Frank Barrett modified the Joint Venture Development Agreement to include Frank Barrett as a beneficiary of Trust No. 3880. Before an argument could ensue, Seymour Axelrood, who was not part of the BAIT and SWITCH scheme for the very reason that he would never participate in any BAIT and SWITCH scheme, agreed that Frank Barrett should be a beneficiary of Trust No. 3880. Richard Joseph was not in attendance. Frank Barrett obtained his fully executed copy of the Joint Venture Development Agreement as modified by Frank Barrett and got the hell out of Rosemary Joyce's office.

The entire reason that on December 22, 1995 that The Ashley B. Corporation, Lyn-Jay Homes, Inc, and Rosemary Joyce Enterprises, Inc. each owned one third undivided interest in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement was that FIRST NATIONAL BANK OF CHICAGO would not accept the legal and financial nightmare caused by the failed BAIT and SWITCH scheme and had mandated the elimination of the provisions of the December 22, 1992 Joint Venture Development Agreement and the TERMINATION of a Rosebrook Joint Venture formed by the provisions of the December 22, 1992 Joint Venture Development Agreement as stipulations for the granting of the \$600,000 Trust Mortgage Deed.

The Ashley B. Corporation and Lyn-Jay Homes, Inc. were both incorporated by Richard Joseph AFTER the parties had made an application to FIRST NATIONAL BANK OF CHICAGO and such incorporations occurred exactly because the BAIT and SWITCH scheme of Richard Joseph, Rosemary Joyce, Henry, Robert, Fred and Cary Erfurth on

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December 22, 1992 had failed. Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 1-96-3555 both admitted such incorporations as evidence that Rosebrook Joint Venture, EIN 36-3955099, never existed.

None of the fraudulent misrepresentations of Lyn-Jay Homes, Inc. in its EMERGENCY MOTION ever existed or occurred, just as none of the entries on the federal and state income tax of Rosebrook Joint Venture, EIN 36-3955099, ever occurred, because Rosebrook Joint Venture, 36-3955099, never existed.

Having committed fraud upon the court by misrepresenting every aspect of every legal transaction relative to the purchase of the property remaining in Trust No. 3880 to deny that The Ashley B. Corporation ever had a one third undivided interest in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement, Lyn-Jay Homes, Inc. continued its fraud upon the court by fraudulently misrepresenting:

"7. On or about a date in February of 1994, for and in consideration of a loan to Ashley B. in the amount of \$40,000 evidenced by a single payment collateral promissory note dated February 10, 1994 made by Ashley B, Frank J. Barrett and Darlene Barrett, as co-makers, Ashley B assigned its interest in the Trust to Lyn-Jay....

And

"14. As more fully set forth in Exhibit C-2 and Group F, the Trust receipted for and accepted the assignment by Ashley of its rights under the Trust deleting the requirement for the signature of Ashley B ....."

No such document was ever lodged with the Trustee. As evidence of this fraudulent misrepresentation Lyn-Jay Homes Inc.'s Exhibit C-2 is a RIVER FOREST BANK AND TRUST COMPANY COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST NO. 3880 FOR SECURITY PURPOSES by which The Ashley B. Corporation granted a collateral assignment of its beneficial interest and power of direction in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992 and was prepared by Richard Joseph. Lyn-Jay Homes, Inc. was fraudulently misrepresenting this collateral document an assignment of The Ashley B. Corporation's beneficial interest and power of direction in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992 while at the same time denying that The Ashley B. Corporation ever had an interest and power of direction in Trust No. 3880 and that any interest in Trust No. 3880 was ever held subject to the provisions of the Trust Agreement dated December 7, 1992.

On December 12, 1997 the Illinois Appellate Court will find that the \$40,000 Note was redeemed on January 2, 1996. Both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will continue their fraud upon the court by fraudulently misrepresenting that December 22, 1992 occurs in SECTION I6i of the Joint Venture Development Agreement to deny the \$40,000 Note was redeemed on January 2, 1996. December 22, 1992 does not occur in SECTION I6i of the Joint Venture Development Agreement.

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Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will conspire to fraudulently misrepresent that what was lodged with the Trustee was The Ashley B. Corporation's interest in a Rosebrook Joint Venture. No such document was ever submitted into evidence in 95 CH 12314 because no such document ever existed. Neither The Ashley B. Corporation nor Lyn-Jay Homes, Inc. existed on December 7, 1992.

The maker of the fraud upon the court of this EMERGENCY MOTION will personally inform Frank Barrett that The Ashley B. Corporation only had a beneficial interest in Trust No. 3880 if it had assigned such to Lyn-Jay Homes, Inc. and if had not assigned such to Lyn-Jay Homes, Inc then The Ashley B. Corporation never had an interest in Trust No. 3880.

The fraud upon the court of Lyn-Jay Homes, Inc. in its EMERGENCY MOTION in 95 CH 12314, as evidenced by the Exhibits attached to Lyn-Jay Homes, Inc.'s EMERGENCY MOTION, vitiates the entirety of 95 CH 12314, et seq. before any ORDER or judgment was ever entered in 95 CH 12314, et seq.

Because the fraudulent misrepresentations of Lyn-Jay Homes, Inc. EMERGENCY MOTION are proven by the Exhibits that Lyn-Jay Homes, Inc. attached to its EMERGENCY MOTION, per the records of the Cook County Court Recorder's Office, Lyn-Jay Homes, Inc.'s EMERGENCY MOTION was never heard on January 2, 1996. Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. could not assert Rosebrook Joint Venture, EIN 36-3955099, until after the \$600,000 Trust Deed Mortgage was paid off to deny that the \$600,000 Trust Deed Mortgage ever existed.

The EMERGENCY MOTION was submitted by Harold Rosen of Wolin & Rosen. Attached to the EMERGENCY MOTION was the affidavit of Richard Joseph who is now the attorney for Rosebrook Joint Venture, EIN 36-3955099. It was Richard Joseph who prepared the exact documents that evidenced that Rosebrook Joint Venture, EIN 36-3955099, never existed and had informed the Trustee of such on February 16, 1994 by letter.

At the EXACT same time that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were fraudulently misrepresenting in 95 CH 12314 that the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement had been not been TERMINATED on November 16, 1993, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were executing both federal and State of Illinois fraudulent income tax of Rosebrook Joint Venture, EIN 36-3955099, to fraudulently deny that the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement ever existed because the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement was a joint venture and specifically not a general partnership.

Despite having been notified that Lyn-Jay Homes, Inc. had withdrawn its offer to waive arbitration of the provisions of the Joint Venture Development Agreement, and the fact the only actual controversy in 95 CH 12314 had been resolved without judicial

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intervention on January 2, 1996 and the fact that The Ashley B. Corporation refused to be goaded into creating a controversy between parties when none existed and because Rosebrook Joint Venture, 36-3955099 never existed, on January 22, 1996 Rosemary Joyce Enterprises, Inc., in its MOTION FOR DECLARATORY JUDGMENT, initiated its fraud upon the court in 95 CH 12314.

Rosemary Joyce Enterprises, Inc. will commit the temporally impossible fraudulent misrepresentation that the Joint Venture Development Agreement was executed on December 22, 1996 and Trust No. 3880 was opened on December 7 1992, and then Trust No. 3880 was formed on December 7, 1996 to hold the property mentioned in the December 22, 1992 Joint Venture Agreement, the same temporally impossible fraudulent misrepresentation as Lyn-Jay Homes, Inc. Such a fraudulent misrepresentation denies that the BAIT ever existed, that Frank Barrett never owned a one third, undivided interest in Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992, all that Frank Barrett ever owned by this fraudulent misrepresentation was a one third interest in a Rosebrook Joint Venture per the provisions of the December 22, 1992 Joint Venture Agreement. Rosemary Joyce Enterprises, Inc. and Lyn-Jay Homes, Inc. will continue their fraud upon the court in 95 CH 12314 by forever fraudulently misrepresenting that Frank Barrett, Rosemary Joyce Enterprises, Inc. and ROSEBROOK FARM, INC. were never the equal owners of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement.

Having done so, then Rosemary Joyce Enterprises, Inc. will continue its fraud upon the court by also submitting the October 30, 1993 RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST NO. 3880 and also fraudulently misrepresent that document as the Assignment of Interest in a Rosebrook Joint Venture to deny that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were ever the beneficiaries of Trust No. 3880 and all that the Ashley B. Corporation received by this document was a one third, undivided interest in Rosebrook Joint Venture, EIN 36-3955099. This is the exact same fraudulent misrepresentation of Lyn-Jay Homes, Inc. in its EMERGENCY MOTION and is also the exact same fraud committed upon the Trustee on November 8, 1993 by Richard Joseph.

Rosemary Joyce Enterprises, Inc. will continue its fraud upon the court in 95 CH 12314 by submitting into evidence the February 10, 1994 RIVER FOREST STATE BANK AND TRUST COMPANY COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST NO. 3880 FOR SECURITY PURPOSES of The Ashley B. Corporation's \$40,000 Note and fraudulently misrepresent that document as The Ashley B. Corporation's Assignment of Interest in Rosebrook Joint Venture, EIN 36-3955099, and assert that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were the only two partners of Rosebrook Joint Venture, EIN 36-3955099, that Rosebrook Joint Venture, EIN 36-395099, was the beneficiary of Trust No. 3880 and The Ashley B. Corporation's signature was no longer needed on any Direction's to Convey to remove a Rosebrook Joint Venture's, EIN 36-3955099, property from Trust No. 3880. Rosebrook Joint Venture, EIN 36-3955099, never existed.

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Both Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. will continue their fraud upon the court by fraudulently misrepresenting that that a collateral assignment of The Ashley B. Corporation's interest in a Rosebrook Joint Venture was lodged with the Trustee. No such document exists in the proper record of 95 CH 12314. Neither The Ashley B. Corporation nor Lyn-Jay Homes, Inc. existed on December 7, 1992.

Rosemary Joyce Enterprises, Inc. did evidence The Ashley B. Corporation's December 10, 1995 letter to Richard Joseph, the professed attorney for Rosebrook Joint Venture 36-3955099, informing him that The Ashley B. Corporation specifically refused to participate in the business of Rosebrook Joint Venture, EIN 36-3955099, because of the fraudulent federal income tax of Rosebrook Joint Venture, 36-3955099, as prepared by Lawrence Fey of De Raimo Eisen & Fey and paid for by Ly-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc.

Because Rosebrook Joint Venture, EIN 36-3955099, could not exist and there could be no justiciable controversy relative to Rosebrook Joint Venture 36-3955099 and no actual controversy existed between the FORMER parties of 95 CH 12314 as of this date and Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. could not allow a hearing to occur of Lyn-Jay's EMERGENCY MOTION because of the Exhibits attached to Lyn-Jay Homes, Inc.'s EMERGENCY MOTION with the Trust Deed Mortgage outstanding, Rosemary Joyce Enterprises, Inc. continued its fraud upon the court by fraudulently misrepresenting that Rosebrook Joint Venture, EIN 36-3955099, had made an application to the Trustee for a Trustee's Deed for World Savings for a \$750,000 sale of property to World Savings of the property in Trust No. 3880 and the Trustee had filed its COMPLAINT FOR DECLARATORY JUDGMENT based upon the request of Rosebrook Joint Venture, EIN 36-3955099.

On December 10, 1995 Frank Barrett had presented to the Trustee the 1993 fraudulent federal income tax of Rosebrook, EIN 36-3955099, that denied the existence of Trust No. 3880 as a land trust, the existence of The Trust Agreement dated December 7, 1992 as a land trust agreement, and denied the existence of the beneficial interests of The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in Trust No. 3880. The Trustee filed its COMPLAINT FOR DECLARATORY JUDGMENT with the concurrence of The Ashley B. Corporation specifically because of the fraudulent 1993 federal income tax of Rosebrook Joint Venture, EIN 36-3955099. Lyn-Jay Homes, Inc. in 95 CH 12314 had already accused the Trustee of conspiring against Rosebrook Joint Venture, EIN 36-3955099, with Frank Barrett.

Because no Rosebrook Joint Venture, EIN 36-3955099, ever existed and because no controversy could exist relative to Rosebrook Joint Venture, EIN 36-3955099, Rosemary Joyce Enterprises fraudulently misrepresented that a hearing of Lyn Jay Homes, Inc.'s EMERGENCY MOTION had occurred on January 2, 1996, that Judge Thomas Durkin had found a controversy and that Judge Thomas Durkin had found the existence of Rosebrook Joint Venture, EIN 36-3955099. Per the records of the Cook County Court Recorder's Office, no such hearing occurred on January 2, 1996.

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Per the proper record of 95 CH 12314, an AGREED ORDER was entered on January 2, 1996, which was already void because of the fraud committed upon the court by Lyn Jay Homes, Inc. in its EMERGENCY MOTION. As soon as the AGREED ORDER is entered, both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will deny the existence of such an AGREED ORDER. As soon as the \$600,000 Trust Mortgage Deed was paid off, both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will deny the existence of the \$600,000 Trust Mortgage Deed to claim that the general improvements of a ROSEBROOK OF WESTCHESTER belonged to a Rosebrook Joint Venture, EIN 36-3955099, that never existed.

As soon as the AGREED ORDER was entered, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and Richard Joseph, per the proper record of 95 CH 12314, continued their criminal activities and executed a HUD 1 SETTLEMENT STATEMENT fraudulently misrepresenting the sale of land from Trust No. 3880, a land trust, to World Savings by a TRUSTEE'S DEED per the January 2, 1996 AGREED ORDER was a disposition of asset owned by ROSEBROOK OF WESTCHESTER. This will be the FIX entered on May 2, 1996: sale of land from Trust No. 3880 is disposition of asset of Rosebrook Joint Venture, EIN 36-3955099. The 1996 fraudulent federal income tax of Rosebrook Joint Venture, EIN 36-3955099, states that this transaction was a sale of an INVENTORY asset of Rosebrook Joint Venture, EIN 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never existed.

Because Rosebrook Joint Venture, EIN 36-3955099, never existed and as such no evidence could ever be produced of Rosebrook Joint Venture, EIN 36-3955099, operating a business on the property in Trust No. 3880, Rosemary Joyce Enterprises, Inc. will submit its Exhibit M as the evidence of the existence of Rosebrook Joint Venture, 36-3955099, with The Ashley B. Corporation withdrawn from Rosebrook Joint Venture, EIN 36-3955099, which never existed.

That Exhibit M was a RoseBrook of Westchester Purchase Agreement for 3043 Rosebrook Circle, Westchester, Illinois dated December 8, 1995 and executed by Rosemary Joyce for Rosemary Joyce Enterprises, Inc. and Robert Erfurth for Lyn-Jay Homes, Inc. evidencing a:

**Seller: RoseBrook Joint Venture, a Partnership, as authorized agents for the Beneficiaries of River Forest Bank Trust No. 3880**

**Rosemary Joyce Enterprises, Inc.**

**Rosemary Joyce** x \_\_\_\_\_

**Lyn-Jay Homes, Inc.**

**Robert Erfurth** x \_\_\_\_\_

This document evidenced the legal relationship that existed prior to the inception of 95 CH 12314 between The Ashley B. Corporation, Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc., River Forest State Bank and Trust Company, as Trustee under Trust No. 3880 and the subject matter of Trust No. 3880. At the TERMINATION of the

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Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had insisted that they did not want to be doing business with The Ashley B. Corporation so that a ROSEBROOK OF WESTCHESTER would appear to be the idea of Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. They wanted their own partnership without The Ashley B. Corporation. The Exhibit M is the evidence of such a RoseBrook Joint Venture, a Partnership, consisting solely of Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. as the agent for the beneficiaries of Trust No. 3880, The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. Both legal and equitable title to the property belonged to Trust No. 3880, parcels and lots were defined as LAND and the power of direction was reserved for the beneficiaries of Trust No. 3880, The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc., in the December 7, 1992 Trust Agreement.

Frank Barrett for The Ashley B. Corporation, at law, had granted written authorization for the sale of two homes as a beneficiary of Trust No. 3880. Upon the discovery of the fraudulent federal income tax of Rosebrook Joint Venture, EIN 36-3955099, which denied that The Ashley B. Corporation ever had a one third interest in Trust No. 3880, Frank Barrett refused to execute any further RoseBrook of Westchester Purchase Agreements for The Ashley B. Corporation as a beneficiary of Trust No. 3880. Rosemary Joyce Enterprises, Inc. and Lyn-Jay Homes, Inc. will now insist that Frank Barrett executed those two RoseBrook of Westchester Purchase Agreements for The Ashley B. Corporation as a general partner of Rosebrook Joint Venture, EIN 36-3955099, which never existed and not as a beneficiary of Trust No. 3880.

As part of the BAIT and SWITCH scheme devised by Richard Joseph of the CORPORATE RESOLUTIONS, the 1993 fraudulent federal and state income tax of Rosebrook Joint Venture, EIN 36-3955099, was sent to Richard Joseph and not The Ashley B. Corporation by Lawrence Fey. If The Ashley B. Corporation had knowledge of the actions of Richard Joseph and Lawrence Fey relative to Rosebrook Joint Venture, EIN 36-3955099, then the Ashley B. Corporation would not have executed the two RoseBrook of Westchester Purchase Agreements as a beneficiary of Trust No. 3880.

Lyn-Jay Homes, Inc. will also submit this document into evidence in 95 CH 12314 and both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will fraudulently misrepresent that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are building and selling homes for Rosebrook Joint Venture, EIN 36-3955099, and not for the beneficiaries of Trust No. 3880, The Ashley B. Corporation, Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc., with The Ashley B. Corporation having withdrawn from Rosebrook Joint Venture, EIN 36-395099.

The construction and sale of those two homes to which Frank Barrett gave written authorization for The Ashley B. Corporation as a beneficiary of Trust No. 3880 by the provisions of the December 7, 1992 Trust Agreement are entered on the fraudulent federal income tax of Rosebrook Joint Venture, EIN 36-3955099, that never existed. A URANI and a ROCCO will be surprised to find out that their homes were constructed

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and sold by a Rosebrook Joint Venture, EIN 36-3955099, that never existed. URANI and ROCCO were to be witnesses for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. at the trial of 95 CH 12314.

The fraud upon the court of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. is proven by the Exhibits attached to these two MOTIONS and the findings of fact of the Illinois Court of Appeals on December 12, 1997.

Based upon their fraudulent misrepresentations and a hearing that never occurred on January 2, 1996, on March 8, 1996 Lyn-Jay Homes, Inc. will demand a trial to ascertain The Ashley B. Corporation's interests in Rosebrook Joint Venture, EIN 36-3955099, such a Rosebrook Joint Venture's property in Trust No. 3880 and such a Rosebrook Joint Venture's beneficial interest in Trust No. 3880, none of which ever existed.. Lyn-Jay Homes, Inc. will deny that it ever requested such a trial.

On March 18, 1996 Lyn-Jay will motion to have Rosebrook Joint Venture, EIN 36-3955099, dissolved because The Ashley B. Corporation had withdrawn from Rosebrook Joint Venture, EIN 36-3955099, prior to the inception of 95 CH 12314. The Ashley B. Corporation was ordered to file pleadings stating its claims with respect to Rosebrook Joint Venture, EIN 36-3955099, and its joint ventures partners in Rosebrook Joint Venture, EIN 36-3055099. The Ashley B. Corporation filed no such claims because Rosebrook Joint Venture, EIN 36-3955099, never existed and The Ashley B. Corporation was never a joint venturer in Rosebrook Joint Venture, EIN 36-3955099, because Rosebrook Joint Venture, EIN 36-395099 never existed. Judge Thomas Durkin ordered the sale of the two speculation homes of ROSEBROOK OF WESTCHESTER.

**Immediately after this hearing, Rosemary Joyce demanded the signature of Frank Barrett for The Ashley B. Corporation as the beneficiary of Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement and the provisions of the Rosebrook of Westchester Purchase Agreement on the Direction to Convey for 3043 RoseBrook Circle, Westchester, Illinois. That Direction to Convey had already been executed by Rosemary Joyce as the President of Rosemary Joyce Enterprises, Inc. as a beneficiary of Trust No. 3880 and Robert Erfurth as the President of Lyn-Jay Homes, Inc. as a beneficiary of Trust No. 3880. Such actions by Rosemary Joyce and Robert Erfurth vitiate the entirety of 95 CH 12314, et seq.**

This is the same Rosemary Joyce and Robert Erfurth who at the same time were executing the fraudulent 1995 state and federal income tax of Rosebrook Joint Venture, EIN 36-3955099, denying that the beneficial interests of The Ashley B. Corporation, Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. ever existed.

The transcript of the trial of 95 CH 12314, what is left of it, is self explanatory. The simple submission of the December 12, 1992 CHICAGO TITLE AND TRUST COMPANY STATEMENT ESCROW DEPARTMENT Escrow Trust No. 1108725, Title Order No. 73-82-138 into evidence defeated all of the fraud upon the court of Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. in 95 CH 12314. As such, for 1-

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96-3555 Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had to create another set of fraudulent misrepresentations. All of the claims of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were based upon the provisions of the December 22, 1992 Joint Venture Development Agreement for Rosebrook Joint Venture, EIN 36-3955099, all such claims being subject to arbitration and not litigation per the proper record of 95 CH 12314. The Ashley B. Corporation had no claims under the provisions of the December 22, 1992 Joint Venture Agreement as of this date. The claims of Ashley B. Corporation under the provisions of the Joint Venture Agreement had matured into debt owed to The Ashley B. Corporation by Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. on January 15, 1994.

The following is the VOID FIX entered by Judge Thomas Durkin on May 2, 1996 as written by the attorneys for Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc:

**"3. The court expressly finds that there is no ambiguity in the Joint Venture Agreement dated December 22, 1992 and paragraphs numbered one, two and three in section III of the Joint Venture Agreement are applicable to all distributions of profit and proceeds by the Joint Venture. The court further finds that the total amount of the initial contributions and/or loans made by Ashley B. does not exceed the THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000.00) which the Joint Venture Agreement calls Ashley B's capital plus the TWENTY-FOUR THOUSAND ONE HUNDRED THIRTY-SIX AND 55/100 DOLLARS (\$24,136.55) THAT THE Joint Venture Agreement calls Ashley B's pre-closing expenses.**

Lawrence Fey had already stated on December 14, 1994 that if the monies of Rosebrook Joint Venture, EIN 36-3955099, were capital then from the sale of land the proceeds would be equally shared. If the monies were debt, then Lyn-Jay Homes, Inc. and Rosemary Joyce got their monies back first and then the proceeds from the sale of land would be equally shared in Rosebrook Joint Venture, EIN 36-3955099. Now, with the word proceeds in Section III of the December 22, 1992 Joint Venture Development Agreement, sale of property in Rosebrook Joint Venture, EIN 36-3955099, is now disposition of asset, the difference between equity and debt in Rosebrook Joint Venture, EIN 36-3955099, disappears, Lawrence Fey's DRAFT FOR INTERNAL USE ONLY compilations containing fraudulent debt are fine, ACCOUNTING DENIED. Rosebrook Joint Venture, EIN 36-3955099, never existed.

This FIX cannot work on the December 7, 1992 Trust Agreement so the December 7, 1992 Trust Agreement is FIXED out of existence by Judge Thomas Durkin's ANTENNA, or so he thought.

Per the actual transcript of that trial, The Ashley B. Corporation specifically tried to submit into evidence a draft of the December 22, 1992 Joint Venture Development Agreement to evidence that Frank Barrett, in correct anticipation of a SWITCH, had negotiated a second "AND/OR" into SECTION II.6 of the final December 22, 1992 Joint Venture Development Agreement so Frank Barrett's receiving of one third of the proceeds of the income of what was fully or partially developed would never be

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contingent upon the formation of a secondary joint venture. If such a document is allowed into evidence at the trial of 95 CH 12314 then the fraudulent misrepresentations of the provisions of the December 22, 1992 Joint Venture Development Agreement by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are defeated and the FIX cannot occur. Judge Thomas Durkin will not allow a draft of the December 22, 1992 Joint Venture Development Agreement into evidence because Harold Rosen, Lyn-Jay Homes, Inc.'s attorney, does not want that document in evidence so the FIX can occur. Per the transcript of the trial of 95 CH 12314, Judge Thomas Durkin wants whatever Harold Rosen wants.

On November 16, 1993 the Ashley B. Corporation had already received one third of the proceeds of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement for the exact reason that Frank Barrett had negotiated a second "AND/OR" into SECTION II.6 of the December 22, 1992 Joint Venture Development Agreement in correct anticipation of a SWITCH by Richard Joseph, Rosemary Joyce, Henry, Robert, Fred and Cary Erfurth.

This is not the FIX written by Harold Rosen at the end of the trial. Per Harold Rosen's TIMESHEET in evidence in 95 CH 12314 it was Nathaniel Lawrence of Lawrence & Morris, the attorney for Rosemary Joyce Enterprises, Inc. who added the FIX of the monies on May 1, 1996. Then Harold Rosen will send to the then attorney for The Ashley B. Corporation "OUR ORDER" as written by Harold Rosen and Nathaniel Lawrence.

The Joint Venture of the FIX is Rosebrook Joint Venture, EIN 36-3955099, as evidenced by the signatures of Robert Erfurth and Rosemary Joyce on the 1995 federal and state income tax of Rosebrook Joint Venture, EIN 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never existed.

For The Ashley B. Corporation evidencing and Frank Barrett testifying that the word proceeds was in SECTION II.6 of the December 22, 1992 Joint Venture Development Agreement; that the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement had assigned its beneficial in Trust No. 3880 equally to The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. on November 16, 1993; that all interest in the property in Trust No. 3880 was held subject to the provisions of the Trust Agreement dated December 7, 1992; that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and Lawrence Fey had changed the date the business started from December 22, 1992 to January 1, 1993; and that Frank Barrett had paid \$35,000 of capital to Mutual of New York in 1992 and that Frank Barrett had pre-closing expenses of \$24,136.55 and that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. owed The Ashley B. Corporation \$19,700 each and had since January 15, 1994, Judge Durkin called Frank Barrett a liar and a fool, FIXED the facts of 95 CH 12314 out of existence with his ANTENNA, ended the trial by summary judgment by finding the provisions of the December 22, 1992 Joint Venture Development Agreement to be unambiguous, and handed the Joint Venture Development Agreement to the attorneys for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. to rewrite

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anyway they wanted and then Judge Thomas Durkin would enter whatever FIX they wrote. Based upon information gained by Rosemary Joyce, Judge Thomas Durkin had been assured that neither Frank Barrett nor The Ashley B. Corporation would ever be back in his courtroom.

It is specifically because of the actions of the attorneys for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. that on December 12, 1997 the Illinois Court of Appeals will find the existing facts at the inception of 95 CH 12314 that Judge Thomas Durkin thought he had FIXED out of existence with his ANTENNA.

The Rosebrook Joint Venture formed by the Joint Venture Development Agreement dated December 22, 1992 had been TERMINATED on November 16, 1993 with the word proceeds in SECTION II.6 of the Joint Venture Development Agreement dated December 22, 1992. Judge Thomas Durkin thought he could FIX that transaction out of existence with his ANTENNA. By the records of the State of Illinois, by this FIX Judge Durkin conducted the dissolution and/or disposition of a Rosebrook Joint Venture, EIN 36-3955099, with the word proceeds in Section III of the Joint Venture Development. Such a dissolution and/or disposition of a joint criminal enterprise is not entitled to judicial intervention. By the same records of the State of Illinois, Rosebrook Joint Venture, EIN 36-3955099, never existed.

By FIXING the monies of Frank Barrett contributions and/or loans of The Ashley B Corporation, then the EXTORTION of the FIX can occur and Lyn-Jay Homes, Inc. and Rosemary Joyce can use that FIX to attempt to cause the foreclosure of the home and property of Frank Barrett to make the FIX work. Just as The Ashley B Corporation did not exist on January 1, 1993, The Ashley B. Corporation did not exist on December 22, 1992 and the FIX of The Ashley B. Corporation's monies is a nullity because no such monies ever existed.

Judge Thomas Durkin refused to hear any issues relative to Trust No. 3880, The Ashley B. Corporation's case, because the provisions of the Joint Venture Development Agreement dated December 22, 1992 were so unambiguous and Lawrence Fey was waiting for Lyn-Jay Homes, Inc.'s participants at a reserved table at Trade Vix's for Lyn-Jay Homes, Inc.'s victory celebration.

Judge Durkin had to end the trial by summary judgment because of the ARBITRATION clause of the December 22, 1992 Joint Venture Development Agreement and neither Lyn-Jay Homes, Inc. nor Rosemary Joyce Enterprises, Inc. had a case. Rosebrook Joint Venture, EIN 36-3955099, never existed.

The May 2, 1996 ORDER is VOID because of fraud upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc.; VOID because of the ARBITRATION clause of the Joint Venture Development Agreement; VOID because of lack of jurisdiction of subject matter, Rosebrook Joint Venture, 36-3055099, never existed; and VOID for due process, ANTENNA are not due process; and VOID for jurisdiction over parties because

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no justicable controversy existed between parties on this date as evidenced by the proper record of 95 CH 12314.

The CALL of the FIX is in the proper record of 95 CH 12314. The caller was Harold Rosen, the maker of the EMERGENCY MOTION containing the initial fraud upon the court by Lyn-Jay Homes, Inc. Per that call, if Frank Barrett did not surrender The Ashley B. Corporation's \$800,000 beneficial interest and power of direction in Trust No. 3880 to Lyn-Jay Homes, Inc. and Rosemary Joyce equally for \$60,000, then Lyn-Jay Homes, Inc. and Rosemary Joyce would use the FIX of Frank Barrett's monies to cause the foreclosure of the house and property of Frank Barrett, by information obtained by Rosemary Joyce, and Harold Rosen would see to it personally that Frank Barrett's wife and daughter were kicked out in the street. Harold Rosen bragged that Rosemary Joyce's son Terrence had traded Frank Barrett's secured debt for unsecured debt with Lyn-Jay Homes, Inc. so Rosemary Joyce could also participate in the foreclosure of the home and property of Frank Barrett to EXTORT The Ashley B. Corporation's one third, undivided interest in Trust No. 3880 from Frank Barrett.

The additional EXTORTION of the FIX was that if The Ashley B. Corporation brought the FIX to the appellate court then Judge Thomas Durkin would INTERVENE to ensure that The Ashley B. Corporation got nothing and Frank Barrett and his family lost everything.

Per the May 17, 1996 SETTLEMENT AGREEMENT sent to the then attorney for The Ashley B. Corporation and to a Paul Fox the attorney for the Trustee, as prepared by Harold Rosen:

- c. Ashley B. shall deposit an absolute quit claim assignment of all of its rights, title and interest in to and under the Trust (including the beneficial interest and power of direction under the Trust) to Lyn-Jay and Rosemary Joyce in equal shares called for by paragraph 3 hereinafter which shall be in a form acceptable to the Trust: and,

And

20. Provided Ashley B. shall fully abide the terms of this agreement (i.e., any default on the part of Ashley B. shall operate as a condition subsequent) Lyn-Jay, Rosemary Joyce and Joyce shall forebear the filing of any lawsuit against Frank Barrett for a period of six (6) months from the date hereof.

Because of the information obtained by Rosemary Joyce relative to the home and property of Frank Barrett, Harold Rosen was REAL sure that the FIX would work and had acted accordingly.

Also in the public record of 95 CH 12314 are Harold Rosen's 15 phone calls to the then attorney for The Ashley B. Corporation trying to find out why the FIX had not worked. Rosemary Joyce had obtained only partial information.

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This had been the intent of Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth since November of 1992: only two parties having the power of direction in Trust No. 3880 so the property could be removed first by the BAIT and SWITCH so Frank Barrett did not receive one third of the proceeds of that transaction and now the fraud on the court of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and the EXTORTION of the FIX entered by Judge Thomas Durkin on May 2, 1996 so The Ashley B. Corporation would not receive one third of the proceeds of Trust No. 3880.

The May 17, 1996 SETTLEMENT AGREEMENT VOIDS the entirety of 95 CH 12314, et seq., for reason of fraud upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. That document is the admittance by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. that the proceeds of the Rosebrook Joint Venture had been equally distributed to the Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. on November 16, 1993 with the word proceeds in Section II.6 of the Joint Venture Agreement dated December 22, 1992.

Per Harold Rosen's TIMESHEET in evidence in 95 CH 12314, Harold Rosen had spent three hours in the office of Richard Joseph examining documents to concoct the fraud of Lyn-Jay Homes, Inc. upon the court in both 95 CH 12314 and 1-96-3555.

The Ashley B. Corporation filed its MOTION TO RECONSIDER on July 3, 1996.

The FIX of May 2, 1996 was moot. At the time of the FIX, as found by the Illinois Court of Appeals and per the proper record of 95 CH 12314, only The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises were entitled to the monies of Trust No. 3880 per the provisions of the Trust Agreement dated December 7, 1992. Rosebrook Joint Venture, EIN 36-3955099, was not entitled to those monies. Rosebrook Joint Venture, EIN 36-395099, per the proper record of 95 CH 12314, never existed.

Having failed to EXTORT The Ashley B. Corporation's beneficial interest and power of direction in Trust No. 3880 from Frank Barrett because Rosemary Joyce only had partial information and Lyn-Jay Homes, Inc.'s attempt to cause the foreclosure of the home and property of Frank Barrett by obtaining a SUMMARY JUDGMENT in municipal court based upon the FIX entered by Judge Thomas Durkin on May 2, 1996 had failed Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were forced back into Judge Thomas Durkin's courtroom on December 6, 1996 to have Judge Thomas Durkin enter more FIXES so the May 2, 1996 FIX could work.

The ORDER OF SALE entered on December 6, 1996 by Judge Thomas Durkin was written relative to Lyn-Jay Homes, Inc.'s MOTION TO SET PUBLIC SALE OF PARTNERSHIP ASSETS. Per the proper public record of 95 CH 12314 Judge Thomas Durkin has no jurisdiction to hear such a MOTION or enter an ORDER based on such a MOTION because Rosebrook Joint Venture, EIN 36-3955099, had no assets. Rosebrook Joint Venture, EIN 36-3955099, never existed.

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Harold Rosen, the caller of the EXTORTION of the FIX and the maker of the EXTORTION of the SETTLEMENT AGREEMENT, wrote Judge Thomas Durkin's jurisdiction for him over The Ashley B. Corporation, Lyn-Jay Homes, Inc., Rosemary Joyce Enterprises, Inc., Frank Barrett, River Forest State Bank and Trust Company as Trustee under Trust No. 3880 and over the subject matter of Trust No. 3880. Per the proper record of 95 CH 12314 no such jurisdiction existed on December 6, 1996. Per the May 17, 1996 EXTORTION of the SETTLEMENT AGREEMENT, as of this date Judge Thomas Durkin is a nothing more than a TRESPASSER aiding and abetting criminal conspiracy to defraud.

Per the proper record of 95 CH 12314, particularly the actual January 2, 1996 AGREED ORDER and the Exhibits attached to the MOTIONS of Lyn-Jay Homes, Inc, and Rosemary Joyce Enterprises, Inc., if not for the fraud upon the court of those two entities which had already vitiated the entirety of 95 CH 12314, all that Judge Thomas Durkin had jurisdiction of on this date was a \$25,000 escrow account for the cost of an accounting and the fees of the Trustee. Lyn-Jay Homes, Inc. had denied that the Trustee was owed fees because the Trustee had not accepted Rosebrook Joint Venture's, EIN 36-3955099, application for a Trustee's Deed to World Savings. Rosebrook Joint Venture, EIN 36-3955099, never existed.

Per the FINAL federal income tax of Rosebrook Joint Venture, EIN 36-3955099, what was ordered sold by the ORDER OF SALE was an INVENTORY asset of Rosebrook Joint Venture, EIN 36-3955099. The ORDER OF SALE is VOID for subject matter jurisdiction. Rosebrook Joint Venture, EIN 36-3955099, never existed.

Because the existence of Rosebrook Joint Venture, EIN 36-3955099, was a temporal, legal and physical impossibility, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. will have Judge Thomas Durkin attempt to FIX Rosebrook Joint Venture, EIN 36-3055099, into existence so they can use the May 2, 1996 FIX entered by Judge Thomas Durkin:

THE COURT BEING ADVISED IN THE PREMISES; THE COURT FINDS:

**Ashley B. Lyn-Jay and Rosemary are the joint venture partners in Rosebrook Joint Venture (the Joint Venture) a real estate joint venture that was formed for the acquisition, development, construction and sale of certain real estate which was acquired by the Joint Venture and placed by the Joint Venture into River Forest State Bank and Trust Company, Trust No. 3880.**

By this FIX and the fraudulent 1993 federal income tax of Rosebrook Joint Venture, EIN 36-3955099, and the fraud committed on the court of Lyn-Jay Homes, Inc. in its EMERGENCY MOTION of the date of the Joint Venture Development Agreement being December 22, 1993, a Rosebrook Joint Venture, EIN 36-3955099, purchased the 6.115 acres sometime after December 22, 1993 and then this Rosebrook Joint Venture placed the 6.115 acres in Trust No. 3880 after December 22, 1993.

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By this FIX, neither Frank Barrett nor The Ashley B. Corporation ever held a one third, undivided interest in Trust No. 3880. By this FIX Rosebrook Joint Venture, EIN 36-3955099, was ALWAYS the beneficiary of Trust No. 3880. Rosebrook Joint Venture, EIN 36-3955099, never existed.

By the federal and State of Illinois income tax of Rosebrook Joint Venture, Judge Thomas Durkin just FIXED the facts of 95 CH 12314 to match the fraudulent federal and State of Illinois income tax of Rosebrook Joint Venture, EIN 36-3955099, which, by the records of the Secretary of State of the State of Illinois, never existed.

As of December 6, 1996 Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were still fraudulently misrepresenting that the 6.115 acres of land had been purchased by the provisions of the December 22, 1992 Joint Venture Development Agreement, a temporal impossibility. This FIX had already been defeated by the submission into evidence of the December 12, 1992 CHICAGO TITLE AND TRUST COMPANY Statement, Escrow Department, Escrow Trust No. 1108725, Title Order No. 73-82-138.

The FIX is defeated by the December 10, 1992 Letter of Direction executed by Frank Barrett, Rosemary Joyce and Robert and Cary Erfurth for the original beneficiaries of Trust No. 3880, Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth.

This FIX is defeated by the December 8, 1992 TRUST TO TRUST Deed recorded on December 12, 1992 as Document 92938002.

**(WHEN THE ILLINOIS DEPARTMENT OF PROFESSIONAL REGULATION SUBPEANED THE LAND TRUST FILE FROM THE LAND TRUST DEPARTMENT OF CORUS BANK THE TWO DOCUMENTS THAT PROVED THE CRIMINAL CONSPIRACY TO DEFRAUD OF LYN-JAY HOMES, INC. AND ROSEMARY JOYCE ENTERPRISES, INC. AND LAWRENCE FEY OF DE RAIMO EISEN & FEY, THE DECEMBER 8, 1992 TRUST TO TRUST DEED AND THE DECEMBER 10, 1992 LETTER OF DIRECTION HAD BEEN REMOVED FROM THE LAND TRUST FILE BEFORE THE LAND TRUST FILE WAS DELIVERED TO THE ILLINOIS DPEARTMENT OF PROFESSIONAL REGULATION BY CORUS BANK.)**

In particular, this FIX is defeated by the findings of fact of the Illinois Court of Appeals on December 12, 1997 wherein Judge Hartman found that it was Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Carry Erfurth, as the original beneficiaries of Trust No. 3880, who had placed the property in Trust No. 3880 in December of 1992 and in doing so found that the Rosebrook Joint Venture of the December 6, 1996 ORDER OF SALE never existed. Judge Hartman also found, because of the fraudulent misrepresentation of Richard Joseph to the Trustee, that no Rosebrook Joint Venture was ever the beneficiary of Trust No. 3880.

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For this hearing, Harold Rosen, the attorney for Lyn-Jay Homes, had committed fraud on the Trustee in a letter by fraudulently misrepresenting to the Trustee that what had been lodged with the Trustee was The Ashley B. Corporation's collateral assignment of its interest in a Rosebrook Joint Venture, a document that never existed, while at the same time denying that what had been lodged with the Trustee was The Ashley B. Corporation's collateral assignment of its beneficial interest and power of direction in Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement.

Having FIXED the jurisdiction of parties, which by the proper record of 95 CH 12314 did not exist on this day, having FIXED Rosebrook Joint Venture, EIN 36-3955099, into existence, a Rosebrook Joint Venture, EIN 36-3955099, that by the records of the State of Illinois never existed as also found by the Illinois Court of Appeals, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and Judge Thomas Durkin will identify that Rosebrook Joint Venture, EIN 36-3955099, was the Rosebrook Joint Venture of the March 18, 1996 ORDER and also the Rosebrook Joint Venture of the May 2, 1996 ORDER entered by Judge Thomas Durkin. Rosebrook Joint Venture, EIN 36-3955099, never existed.

By the findings of fact of the Illinois Court of Appeals the March 18, 1996 ORDER and the May 2, 1996 ORDER are VOID as is the December 6, 1996 ORDER OF SALE.

Next to be FIXED is the trial of 95 CH 12314. Judge Thomas Durkin now finds, as written by Harold Rosen, the case of The Ashley B. Corporation but also finds that he found that both the property and the beneficial interest of Trust No. 3880 belonged to Rosebrook Joint Venture, EIN 36-3955099, and that Trust No. 3880 was not a land trust and that he had issued a finding on the December 7, 1992 Trust Agreement.

By making Rosebrook Joint Venture the beneficiary of Trust No. 3880, the December 7, 1992 Trust Agreement is eliminated and now Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. can sell Rosebrook Joint Venture's, EIN 36-3955099, beneficial interest and power of direction in Trust No. 3880 to themselves with the word proceeds in Section III of the December 22, 1992 Joint Venture Development Agreement.

By finding that Trust No. 3880 was never a land trust to match the fraudulent INVENTORY entry on the fraudulent 1993 federal income tax of Rosebrook Joint Venture, EIN 36-3955099, then Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises can fraudulently claim that what the Cook County Sheriff's Office received on January 6, 1998 was premises and the title to the remaining property in Trust No. 3880 can be LAUNDERED through a Sheriff's Deed.

By the proper record of 95 CH 12314, and by the findings of the Illinois Court of Appeals, no such trial ever occurred in April of 1996 as written by Harold Rosen and as entered by Judge Thomas Durkin.

Having FIXED the jurisdiction for the ORDER OF SALE, having FIXED Rosebrook Joint Venture, EIN 36-3955099, into existence, having FIXED the trial of 95 CH 12314

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so Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. could use the FIX entered on May 2, 1996, then:

**The disposition of the beneficial interest and power of direction of River Forest State Bank and Trust Company, Trust No. 3880 is necessary to complete the wind-up of the affairs of the venture.**

Both Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. having committed fraud upon the court by fraudulently misrepresenting the October 30, 1993 RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST #3880 by which the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement had been TERMINATED with the word proceeds in Section II.6 of the Joint Venture Development Agreement as an Assignment of Interest in Rosebrook Joint Venture, now with Rosebrook Joint Venture, EIN 36-3955099 having been FIXED into existence by Judge Thomas Durkin, Lyn Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. can conduct the same transaction with the word proceeds in Section III of the Joint Venture Development Agreement for Rosebrook Joint Venture, EIN 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never existed.

The Ashley B. Corporation, Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. are ordered as partners of Rosebrook Joint Venture, EIN 36-3955099, that never existed to execute a 100% assignment of Rosebrook Joint Venture's, EIN 36-3955099, beneficial interest and power of direction in Trust No. 3880, which never existed, to the Cook County Sheriff's Office for a public auction of same with the word proceeds in Section III of the Joint Venture Development Agreement. If Frank Barrett will not execute such a document then Judge Thomas Durkin will execute the document in his stead. There is no way in hell that Judge Thomas Durkin would ever execute such a document.

The fraudulent federal income tax of Rosebrook Joint Venture, EIN 36-3955099, listed monies of The Ashley B Corporation, Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. as fraudulent mortgages. By the ORDER OF SALE, with the word proceeds in Section III of the Joint Venture Development Agreement, those monies are now categorized as capital contributions. No mortgages or capital contributions were ever made to Rosebrook Joint Venture, EIN 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never existed

By the series of FIXES entered this date, the proceeds of the Sheriff's auction can be LAUNDERED through the criminal DRAFT FOR INTERNAL USE ONLY compilations of Rosebrook Joint Venture, EIN 36-3955099, as prepared by Lawrence Fey of De Raimo Eisen & Fey as created by Lawrence Fey by the fraudulent submission of the SS-4 of a Rosebrook Joint Venture, EIN 36-3955099, as having started business on January 1, 1993 and the title to the property remaining in Trust No. 3880 can be LAUNDERED through a Sheriff's Deed with the word proceeds in Section III of the December 22, 1992 Joint Venture Development Agreement..

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For the December 12, 1992 closing at Chicago Title & Trust Company, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth had delivered their \$345,102 each separately and directly to Chicago Title & Trust Company. The Ashley B. Corporation had received one third of the capital of the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement, its equity, on November 16, 1993 at the TERMINATION of said Rosebrook Joint Venture as a direct result of the failed BAIT and SWITCH attempt of December 22, 1992.

However, the 1995 fraudulent federal income tax of Rosebrook Joint Venture, executed by Rosemary Joyce, Robert Erfurth and Lawrence Fey, stated that The Ashley B. Corporation owned one third of the capital of Rosebrook Joint Venture, EIN 36-3955099, those documents are in the proper record of 95 CH 12314, and The Ashley B. Corporation had brought the FIX to the Illinois Court of Appeals. Realizing the stupid mistake he had just made, as soon as this ORDER OF SALE is entered Harold Rosen will motion to have the ORDER OF SALE stricken from the appellate record. The May 2, 1996 FIX cannot work without the December 6, 1996 FIXES. Accordingly, the Illinois Court of Appeals will only see the May 2, 1996 FIX, will not see the December 6, 1996 FIXES, will find the Trustee's brief with all the evidence that Judge Thomas Durkin thought he had FIXED out of existence with his ANTENNA and will enter exact findings of fact that Rosebrook Joint Venture, EIN 36-3955099, the Rosebrook Joint Venture of the March 18, 1996 ORDER, the Rosebrook Joint Venture of the May 2, 1996 ORDER and the Rosebrook Joint Venture of the December 6, 1996 ORDER OF SALE never existed.

By this order, upon confirmation of the sale, the Cook County Sheriff's Office is ordered to issue a 100% assignment of Rosebrook Joint Venture's, EIN 36-3955099, to the successful bidder of the auction, the Trustee is ordered to recognize such an assignment, and upon such an assignment and recognition all other claims with respect to Trust No. 3880 and the beneficial interest and power of direction of Trust No. 3880 are extinguished.

No such assignment ever occurred. Instead a TO WHOM IT MAY CONCERN letter will be prepared in an attempt to make the Cook County Sheriff's Office liable for the criminal conspiracy to defraud of Lyn-Jay Homes, Inc., Rosemary Joyce Enterprises, Inc., Richard Joseph and Lawrence Fey of De Raimo Eisen & Fey.

Judge Thomas Durkin will retain authority of proceedings, specifically the final account of Rosebrook Joint Venture, EIN, 36-3955099, to ensure that no final account of Rosebrook Joint Venture, EIN 36-3955099, ever occurs.

At this hearing, Paul Fox of Holleb & Coff, the attorney for the Trustee, informed Judge Thomas Durkin that 95 CH 12314 was the Trustee's DECLARATORY JUDGMENT of the rights of the beneficiaries of Trust No. 3880, The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. Judge Thomas Durkin will just ignore Paul Fox. Harold Rosen had sent the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT to Paul Fox. When The Ashley B. Corporation's then attorney asserts the

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same, Judge Thomas Durkin will just laugh at him and tell him to get the hell out of his courtroom.

The December 6, 1996 ORDER OF SALE, as is the entirety of 95 CH 12314, et seq., is VOID for fraud upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc., as found by the Illinois Court of Appeals and as evidenced by the proper record of 95 CH 12314, et seq. and the records of the Secretary of State of the State of Illinois. Rosebrook Joint Venture, EIN 36-3955099, never existed.

The December 6, 1996 ORDER OF SALE is VOID for lack of jurisdiction of parties, as found by the Illinois Court of Appeals and by the proper record of 95 CH 12314.

The December 6, 1996 ORDER OF SALE is VOID for lack of subject matter jurisdiction, as found by the Illinois Court of Appeals and the proper record of 95 CH 12314. Rosebrook Joint Venture, EIN 36-3955099, never existed and as such its dissolution and/or disposition can have no legal affect on the beneficial interests and powers of direction of The Ashley B. Corporation, Ly-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in Trust No. 3880.

The December 6, 1996 ORDER OF SALE is VOID for lack of due process. As found by the Illinois Court of Appeals and by the proper record of 95 CH 12314, no trial was ever held relative to the ownership of the property in Trust No. 3880 or the ownerships of the beneficial interests and power of direction in Trust No. 3880.

The ORDER OF SALE was prepared by Nathaniel Lawrence, the attorney for Rosemary Joyce Enterprises, Inc. on Lyn-Jay Homes, Inc.'s motion, the two parties who negotiated the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT prepared by Harold Rosen. Harold Rosen had also sent the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT to the same Nathaniel Lawrence as the attorney for both Rosemary Joyce and Rosemary Joyce Enterprises, Inc. He also had sent the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT to Paul Fox of Holleb and Coff.

Based upon the December 6, 1996 ORDER OF SALE, on January 31, 1997 Nathaniel Lawrence prepared the ASSIGNMENT OF BENEFICIAL INTEREST for Rosebrook Joint Venture's, EIN 36-3955099, beneficial interest and power of direction in Trust No. 3880 under the provisions of the December 7, 1992 Trust Agreement, the same December 7, 1992 Trust Agreement that both Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. had fraudulently denied ever existed. Those documents contain the EXECUTED evidence of the fraud upon the court of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314.

Lawrence Fey of De Raimo Eisen & Fey having devised an entire fraudulent federal and state income tax system to deny that the December 7, 1992 Trust Agreement ever existed and Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. both committing the fraud upon the court of the 6.115 acres having been acquired by the provisions of the

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December 22, 1992 Joint Venture Agreement, by this document prepared by Nathaniel Lawrence ALL interest in Trust No. 3880 is held subject to the December 7, 1992 Trust Agreement and as such admit their own fraud upon the court in 95 CH 12314. This document also evidences that the provisions of the December 22, 1992 Joint Venture Development Agreement had been eliminated on October 30, 1993 by the agreement of Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth by a MODIFICATION AND ASSIGNMENT OF INTEREST IN ROSEBROOK JOINT VENTURE AGREEMENT as corroborated by Richard Joseph's HANDWRITTEN note to Peter Kuplic.

In 1-96-3555 despite this document, and ALL documents U/T/A dated December 7, 1992, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc, will continue their fraud upon the court by fraudulently misrepresenting that the beneficial interest of Trust No. 3880 was held subject to the provisions of the December 22, 1992 Joint Venture Development Agreement and was never held subject to the provisions of the December 7, 1992 Trust Agreement.

Both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. having committed fraud upon the court by fraudulently misrepresenting the October 30, 1993 RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST N#3880 as an Assignment of Interest in Rosebrook Joint Venture, Nathaniel Lawrence FIXES the October 30, 1993 document, removes LAND TRUST, removes the AFFIDAVIT and attempts the same transaction now with the word proceeds in SECTION III of the December 22, 1992 Joint Venture Development Agreement.

These documents are the prima facie evidence that on November 16, 1993 a Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Development Agreement had been TERMINATED and that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. each received one third, undivided interest in Trust No. 3880 with the word proceeds in SECTION II.6 of the December 22, 1992 Joint Venture Development Agreement. This document also evidences that on January 6, 1998 the Cook County Sheriff's Office received NOTHING when this document is lodged with the Trustee by Harold Rosen. Rosebrook Joint Venture, EIN 36-3955099, never existed and never had a beneficial interest or power of direction in Trust No. 3880.

The exact reason that Nathaniel Lawrence had prepared the exact evidence of the fraudulent misrepresentations of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. of the October 30, 1993 RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST #3880 is that Harold Rosen had followed exactly the charges filed against Judge Thomas Durkin by The Ashley B. Corporation with the Illinois Judicial Inquiry Board of what FIXES were necessary to make the May 2, 1996 FIX work.

Also included in this document is the fraudulent misrepresentation of Lyn-Jay Homes Inc. and Rosemary Joyce Enterprises, Inc. of the February 10, 1994 COLLATERAL

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ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST NO. 3880 FOR SECURITY PURPOSES of The Ashley B. Corporation's beneficial interest and power of direction in Trust No. 3880. Both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had committed fraud upon the court by denying that The Ashley B. Corporation ever had a beneficial interest or power of direction in Trust No. 3880. Now, on these documents, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are fraudulently misrepresenting that what was lodged with the Trustee was The Ashley B. Corporation's collateral assignment of interest in a Rosebrook Joint Venture. No such document was ever lodged with the Trustee. The document that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are fraudulently misrepresenting as being lodged with the Trustee is another BAIT and SWITCH scheme of Richard Joseph, as explained in his letter to the Trustee on February 16, 1994, that the December 7, 1992 Trust Agreement never existed. That BAIT and SWITCH scheme also failed because neither The Ashley B. Corporation nor Lyn-Jay Homes, Inc. existed on December 7, 1992.

The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions. *Allen F. Moore v. Stanley F. Sievers*, 336 Ill. 316: 168 N.E. 259 (1929).

This document is the evidence of the frauds committed upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. as evidenced by the proper record of 95 CH 12314 and the findings of fact of the Illinois Court of Appeals. It is also the evidence of the FIX of the May 2, 1996 trial by Judge Thomas Durkin.

Nathaniel Lawrence will demand that Frank Barrett execute this document for The Ashley B. Corporation as a partner of Rosebrook Joint Venture, EIN 36-3955099. Frank Barrett will refuse to participate in a joint criminal enterprise, specifically because The Ashley B. Corporation is the intended victim of such a joint criminal enterprise, and tell Nathaniel Lawrence to read his own ORDER and have Judge Thomas Durkin execute this document having full and complete understanding that Judge Thomas Durkin never would execute this document. On December 10, 1995, as evidenced by both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprise, Inc. in 95 CH 12314, The Ashley B. Corporation had already sent notice to Richard Joseph, the attorney for Rosebrook Joint Venture, EIN 36-3955099, that The Ashley B. Corporation refused to participate in the business of Rosebrook Joint Venture, EIN 36-3955099, because of the fraudulent preparation of the federal income tax of Rosebrook Joint Venture, EIN 36-3955099, as prepared by Lawrence Fey of De Raimo Eisen & Fey and paid for by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc.

Because Frank Barrett would not execute this document for The Ashley B. Corporation as a partner in Rosebrook Joint Venture, EIN 36-3955099, because Rosebrook Joint Venture, EIN 36-3955099 was a joint criminal enterprise, on April 15, 1997 Judge Thomas Durkin issued a SUMMARY JUDGMENT per the FIX of the monies by the May 2, 1996 ORDER as written by Nathaniel Lawrence against Frank Barrett in the sum of \$24,000 in favor of Rosemary Joyce as threatened by the EXTORTION of the CALL of the FIX by Harold Rosen. Lyn-Jay Homes, Inc. and Judge Desmond having failed to

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cause the foreclosure of the home and property of Frank Barrett, now it is the turn of Rosemary Joyce and Judge Thomas Durkin to use the May 2, 1996 FIX to cause the foreclosure of the home and property of Frank Barrett because The Ashley B. Corporation had brought the FIX to the Illinois Court of Appeals.

The SUMMARY JUDGMENT is based upon the fraud on the court of Rosemary Joyce that Frank Barrett and Rosemary Joyce were partners in a Rosebrook Joint Venture that owned the property known as RoseBrook of Westchester. No such Rosebrook Joint Venture ever existed and no Rosebrook Joint Venture ever owned the property in Trust No. 3880.

**Immediately after this hearing, just like immediately after the March 18, 1996 hearing dissolving Rosebrook Joint Venture, EIN 36-3955099, Nathaniel Lawrence presented to Frank Barrett a RoseBrook of Westchester Purchase Agreement dated March 4, 1997 for 3045 Rosebrook Circle, Westchester, Illinois and executed by Rosemary Joyce as the President of Rosemary Joyce Enterprises, Inc. and Robert Erfurth as President of Lyn-Jay Homes, Inc. as the SOLE partners of a RoseBrook Joint Venture, a Partnership, as the authorized agent for the beneficiaries of Trust No. 3880 and DEMANDED the signature of Frank Barrett for the Ashley B. Corporation on a Direction to Convey dated April 15, 1997 as a beneficiary of Trust No. 3880 U/T/A dated December 7, 1992 for the same 3045 Rosebrook Circle, Westchester, Illinois as prepared by Richard Joseph who had delivered such a document to Judge Thomas Durkin's courtroom. Rosemary Joyce will execute the Direction to Convey for Rosemary Joyce Enterprises, Inc. as a beneficiary of Trust No. 3880 and Robert Erfurth will also execute the Direction to Convey for Lyn-Jay Homes, Inc. as a beneficiary of Trust No. 3880.**

These documents also evidenced that Trust No. 3880 owned both legal and equitable title to the remaining property in Trust No. 3880.

These two documents evidence the fraud upon the court of Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. and vitiate the entirety of 95 Ch 12312, et seq.

Despite the last two documents, the same Nathaniel Lawrence set a hearing for May 15, 1997 to COMPEL the signature of Frank Barrett for The Ashley B. Corporation as a partner in Rosebrook Joint Venture, EIN 36-3955099, on the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST of Rosebrook Joint Venture, EIN 36-3955099, which Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had just admitted did not exist.

For Frank Barrett attempting to present the last two documents which proved the criminal conspiracy to defraud of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc., Judge Thomas Durkin threatened to throw Frank Barrett in jail because these two documents also evidenced the FIXES of Judge Thomas Durkin in 95 CH 12314. While refusing to hear Frank Barrett, Judge Thomas Durkin granted the MOTION TO COMPEL of Rosemary Joyce Enterprises, Inc. Frank Barrett would be fined on a daily

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basis unless he executed such a document. If Frank Barrett still would not execute the document, then a tribune would be formed to see how long Frank Barrett would have to stay at 26<sup>th</sup> and California until he did execute the document. Nathaniel Lawrence will specifically threaten Frank Barrett as to how long he would last at 26<sup>th</sup> & California. With Frank Barrett in jail then Rosemary Joyce and Judge Thomas Durkin could cause the foreclosure of the home and property of Frank Barrett and then Harold Rosen could personally see to it that Frank Barrett's wife and daughter were kicked out in the street.

Frank Barrett, under duress and EXTORTION, did execute the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST for The Ashley B. Corporation as a partner of Rosebrook Joint Venture, EIN 36-3955099, within the time frame of the MOTION TO COMPEL.

On this day, per the proper record of 95 CH 12314; by the May 17, 1996 SETTLEMENT AGREEMENT; by the finding of fact by the Illinois Court of Appeals that Judge Thomas Durkin had FIXED an entire trial into existence on December 6, 1996; by the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST itself; and by the March 4, 1997 RoseBrook of Westchester Purchase Agreement for 3045 Rosebrook Circle and the April 15, 1997 Direction to Convey for the same 3045 Rosebrook Circle; and by the records of the Secretary of State of the State of Illinois all that Judge Thomas Durkin was on this day was a TRESPASSER and had no jurisdiction over Frank Barrett to aid and abet a joint criminal enterprise, Rosebrook Joint Venture, EIN 36-3955099, and Frank Barrett's signature on the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST for The Ashley B. Corporation as a partner of Rosebrook Joint Venture, EIN 36-3955099 is VOID as is the ASSIGNMENT OF BENEFICIAL INTEREST. Notice is hereby given by Frank Barrett as President, Director and Sole Shareholder of The Ashley B. Corporation that the signature of Frank Barrett for The Ashley B. Corporation on the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST is void for reasons of duress and EXTORTION. At law, participation in all partnerships is voluntary and at law Rosebrook Joint Venture, EIN 36-3955099 is not a partnership but is a criminal enterprise.

Judge Thomas Durkin EXTORTING the signature of Frank Barrett on the January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST still cannot FIX Rosebrook Joint Venture, EIN 36-3955099, into existence because neither The Ashley B. Corporation nor Lyn-Jay Homes, Inc. existed on December 7, 1992, December 12, 1992, December 22, 1992 or January 1, 1993.

Because both December 7, 1992 and December 12, 1992 occurred before December 22, 1992 and the December 12, 1992 CHICAGO TITLE AND TRUST COMPANY Statement Escrow Trust Department was in evidence in 95 CH 12314 and that document defeated the entirety of the fraud upon the court of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. in 95 CH 12314 that the 6.115 acres had been purchased by a Rosebrook Joint Venture, EIN 36-3955099, by the provisions of the December 22, 1992 Joint Venture Development Agreement and not the December 7, 1992 Trust Agreement, for 1-96-3555 Harold Rosen had to concoct another set of frauds upon the court for

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Rosebrook Joint Venture, EIN 36-3955099, for Lyn-Jay Homes, as adopted by Rosemary Joyce Enterprises, Inc:

**“In October, 1992, the individuals who were the predecessors of the present corporate Rosebrook Joint Venture came together to form a joint venture to acquire and develop a particular tract of land in Westchester, Cook County, Illinois. ....**

This is the continuing fraud upon the court by Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. that the October 30, 1993 RIVER FOREST STATE BANK AND TRUST COMPANY ASSIGNMENT OF BENEFICIAL INTEREST IN LAND TRUST #3880 and lodged with the Trustee on November 16, 1993 was an Assignment of interest in Rosebrook Joint Venture and it was by this document that the Rosebrook Joint Venture formed by the December 22, 1992 Joint Venture Agreement became Rosebrook Joint Venture, EIN 36-3955099, to deny that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were ever the beneficiaries of Trust No. 3880 possessing one third, undivided interest in Trust No. 3880.

The January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST prepared by Nathaniel Lawrence and executed by Robert Erfurth and Rosemary Joyce is the prima facie evidence of this fraud upon the court in 1-96-3555 by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc.

**The original joint venture agreement entitled “Purchase Agreement” was executed and the assignment of the option to the joint venture was made and the land trust naming the joint venture as beneficiary was opened and the purchase of the real estate by the joint venture was closed all before the December 22, 1992 version of the Partnership Agreement was executed by the parties.”**

The entire purpose of these fraudulent misrepresentations is to deny that any interest in Trust No. 3880 was ever held subject to the provisions of the December 7, 1992 Trust Agreement because the provisions of the December 7, 1992 Trust Agreement cannot be litigated or FIXED by the Illinois judicial system. The Illinois Court of Appeals will find the December 7, 1992 Trust Agreement, which is in the caption of 95 CH 12314 and the caption of 1-96-3555, specifically because of the actions of Harold Rosen, the maker of these fraudulent misrepresentations.

Having made such fraudulent misrepresentations, Lyn-Jay Homes Inc. and Rosemary Joyce Enterprises Inc. then fraudulently misrepresented that Rosemary Joyce and Henry, Robert Fred and Cary Erfurth had made capital contributions to such a joint venture formed by the October 26, 1992 Purchase Agreement and that such a joint venture, which would be now Meadowbrook Farm Estates Joint Venture, had purchased the 6.115 acres by the provisions of the October 26, 1992 PURCHASE AGREEMENT, the December 22, 1992 Partnership Agreement had superceded the October 26, 1992 PURCHASE AGREEMENT, that the joint venture of the October 26, 1992 PURCHASE AGREEMENT was always the beneficiary of Trust No. 3880, that the beneficial interest of Trust No. 3880 was held subject to the December 22, 1992 Partnership Agreement and

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the December 7, 1992 Trust Agreement had absolutely nothing to do with the property in or the beneficial interest of Trust No. 3880.

Lyn-Jay and Rosemary do not want the December 22, 1992 Joint Venture Development Agreement to be a Joint Venture Development Agreement because in a joint venture the parties own the property and joint ventures are operated for the benefit of the parties. They want the December 22, 1992 Joint Venture Development Agreement to be a Partnership Agreement so Rosebrook Joint Venture, EIN 36-3955099, owns the property. Per the actual provisions of the December 22, 1992 Joint Venture Development Agreement, the parties were to own both the property and/or the interests in the property in a Rosebrook Joint Venture which Richard Joseph, Rosemary Joyce, Henry, Robert, Fred and Cary Erfurth had no intention of ever forming..

Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. committed fraud upon the court by misrepresenting every transaction of the BAIT and SWITCH scheme devised by Richard Joseph.

The existence of the three drafts of the December 22, 1992 Joint Venture Development Agreement, which both Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc deny ever existed, defeat the fraudulent misrepresentation of Lyn-Jay Homes, Inc, and Rosemary Joyce Enterprises, Inc. that the October 26, 1992 PURCHASE AGREEMENT ever formed a joint venture between Frank Barrett, Rosemary Joyce and Lyn-Jay Builders. Those three drafts are in the proper record of 95 CH 12314.

Per the proper record of 95 CH 12314, particularly the AGREEMENT FOR SUCCESSOR IN INTEREST IN REAL ESTATE SALES CONTRACT dated December 9, 1992 by Richard Joseph, no joint venture of any nature was ever formed between Frank Barrett, Rosemary Joyce and Lyn Jay Builders so the SWITCH could work.

No Westchester Farm Joint Venture was ever formed between Frank Barrett, Rosemary Joyce and Lyn Jay Builders to succeed Frank Barrett in the June 17, 1992 option, again, so the SWITCH could work.

The original beneficiaries of Trust No. 3880 were Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth, as corroborated by the December 10, 1992 Letter of Direction and the findings of fact of the Illinois Court of Appeals.

Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth did not give their \$345,102 each to any joint venture, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth had given their \$345,102 each DIRECTLY and SEPARATELY to Chicago Title & Trust Company. No joint venture ever purchased the 6.115 acres as evidenced by the December 8, 1992 TRUST TO TRUST Deed, prepared by the authority of Frank Barrett, Rosemary Joyce and Henry, Robert, Fred and Cary Erfurth as the original beneficiaries of Trust No. 3880 per the provisions of the December 7, 1992 Trust Agreement and the provisions of the December 7, 1992 Trust Agreement were incorporated by reference into the TRUST TO TRUST Deed.

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It is difficult to find one true sentence in the appellate brief prepared by Harold Rosen, the maker of the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT, for Lyn-Jay Homes, Inc. as adopted by Rosemary Joyce Enterprises, Inc.

These fraudulent misrepresentations of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had already been defeated by Lyn-Jay Homes, Inc. in its Paragraph 2 of its EMERGENCY MOTION and by Rosemary Joyce Enterprises, Inc. in its Paragraph 1 of its MOTION FOR DECLARATORY JUDGMENT by admitting that the Rosebrook Joint Venture was formed by the provisions of the December 22, 1992 Joint Venture Development Agreement by the initial venturers.

The first public auction of Rosebrook Joint Venture's, EIN 36-3955099, beneficial interest and power of direction in Trust No. 3880 was to occur on August 21, 1997. The January 31, 1997 ASSIGNMENT OF BENEFICIAL INTEREST had not been lodged with the Trustee for this auction. Nobody bid. Per the terms of the fraudulent December 6, 1996 ORDER OF SALE all that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had to bid was \$60,000 and give that money to The Ashley B. Corporation and then Judge Thomas Durkin would take that money away from The Ashley B. Corporation and give it to Rosemary Joyce and/or Lyn-Jay Homes, Inc.

Per the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT, Rosemary Joyce Enterprises, Inc.'s price of participating in Rosebrook Joint Venture, EIN 36-3955099, and the FIX was half. For practical purposes what was left in Trust No. 3880 was 16 buildable lots worth on average \$90,000 each. Henry Erfurth, no matter what he called himself, had \$1,000,000.00 out of his pocket. Rosemary Joyce, whatever she called herself, had \$500,000.00 out of her pocket. Henry Erfurth would get 8 buildable lots for \$1,000,000.00. Rosemary Joyce would get 8 buildable lots for \$500,000.00. Lawrence Fey and Harold Rosen had priced Lyn-Jay Homes, Inc. out of their own criminal conspiracy to defraud and their own FIX.

The Ashley B. Corporation had asked the appellate court to stay the auction until after the appellate court had ruled. Rosemary Joyce Enterprises, Inc. had filed its RESPONSE TO MOTION TO STAY OR MODIFY ORDER OF SALE. In its MOTION, Rosemary Joyce Enterprises, Inc. fraudulently misrepresented to the appellate court that Judge Thomas Durkin had ordered the sale of the property owned by Rosebrook Joint Venture, EIN 36-3955099, to be sold at public auction. Because of this fraudulent misrepresentation and the action of Harold Rosen to have the December 6, 1996 ORDER OF SALE stricken from the appellate record, the appellate court thought that what was being sold was land and not a beneficial interest and power of direction in Trust No. 3880. The appellate court had no idea what it was FIXING for Judge Thomas Durkin. Per this MOTION The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are SHAREHOLDERS in Rosebrook Joint Venture, EIN 36-3955099.

At the appellate oral arguments on September 16, 1997 Judge Hourihane will pronounce that ALL options are worthless because they can expire. Judge Hourihane just marveled

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at how much the interpretations of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. of the Joint Venture Development Agreement resembled the Uniform Partnership Code. The Uniform Partnership Code was never applicable to the December 22, 1992 Joint Venture Development Agreement because the Rosebrook Joint Venture formed by the December 22, 1992 was specifically not a general partnership. The Uniform Partnership Code is also not applicable to the beneficial interests of beneficiaries of a land trust because such is the personal property of such beneficiaries. The Uniform Partnership Code is only applicable to the assets of a partnership. The Uniform Partnership Code was never applicable to Rosebrook Joint Venture, EIN, 36-3955099. Rosebrook Joint Venture, EIN 36-3955099, never had any assets. Rosebrook Joint Venture, EIN 36-3955099 never existed.

When The Ashley B. Corporation's then attorney informs Judge Hourihane that if the Joint Venture Development Agreement needs interpretation that it is not unambiguous and the trial must continue, Judge Hourihane will inform that attorney that Judge Thomas Durkin had found Frank Barrett to be unbelievable.

Harold Rosen, the maker of the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT, gave the presentation for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. The entirety of the fraud upon the court in 95 CH 12314 of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. being based upon the fraudulent misrepresentations that the 6.115 acres had been purchased by Rosebrook Joint Venture, EIN 36-3955099, by the provisions of the December 22, 1992 Joint Venture Development Agreement, Harold Rosen will now make an entire fraudulent presentation that the 6.115 acres had been purchased by the provisions of the October 26, 1992 PURCHASE AGREEMENT to deny the provisions of the December 7, 1992 Trust Agreement while Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. continued paying Lawrence Fey to prepare the federal and State of Illinois income tax denying that anything ever occurred relative to the 6.115 acres before December 1, 1993.

The Ashley B. Corporation's attorney will assert the existence of the three drafts of the December 22, 1992 Joint Venture Development Agreement that defeat this set of frauds upon the court by Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. but the three judges have no interest in what that attorney has to say, only what Harold Rosen has to say per the additional threat of the CALL OF THE FIX of May 17, 1996 of Durkin's INTERVENTION.

At the same time Harold Rosen was delivering the second set of frauds upon the court for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. based upon the October 26, 1992 PURCHASE AGREEMENT, per the CALL of the FIX, Rosemary Joyce and Nathaniel Lawrence were in Judge Durkin's courtroom using the FIX of Frank Barrett's monies of the December 22, 1992 Joint Venture Development Agreement attempting to cause the foreclosure of the home and property of Frank Barrett because The Ashley B. Corporation had brought the FIX to the appellate court.

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Because the fraudulent federal income tax of Rosebrook Joint Venture, EIN 36-3955099, listed non-existent monies of The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. as fraudulent mortgages and Rosemary Joyce Enterprises, Inc. has just categorized those same non-existent monies as capital contributions, with the word now in Section III of the December 22, 1992 Joint Venture Development Agreement, Lyn-Jay Homes, Inc. will go back into Judge Thomas Durkin's courtroom for another FIX and Harold Rosen will have Judge Thomas Durkin create the financial impossible concept of PARTNER ACCOUNTS for Rosebrook Joint Venture, EIN 36-3955099. PARTNER ACCOUNTS are capital contributions and/or loans, a financial impossibility. Judge Thomas Durkin will pronounce that PARTNER ACCOUNTS are the LAW OF THE CASE for Rosebrook Joint Venture, EIN 36-3955099. Lawrence Fey will then start publishing PARTNER ACCOUNTS for Rosebrook Joint Venture, EIN 36-3955099, and hold discussions with himself in writing about PARTNER ACCOUNTS. Rosebrook Joint Venture, EIN 36-3955099, never existed.

On December 12, 1997 the Illinois Court of Appeals will issue Judge Thomas Durkin's INTERVENTION in 1-96-3555. Judge Hartman, just like all other judges in the Illinois judicial system and the federal judicial system, will never consider anything submitted by The Ashley B. Corporation, all they will ever consider is what Harold Rosen, the maker of the EXTORTION of the May 17, 1996 SETTLEMENT AGREEMENT, has to say. However, in that same Harold Rosen had stricken from the appellate record the December 6, 1996 ORDER OF SALE and Nathaniel Lawrence had misrepresented to the same appellate court the topic of the December 6, 1996 ORDER OF SALE. Harold Rosen had not asked that the Trustee's brief be stricken from the appellate record. The appellate court will find the Trustee's brief, ignore The Ashley B. Corporation's brief, and then try to fit Harold Rosen's fraudulent misrepresentations to the appellate court on top of the brief of the Trustee. They are mutually exclusive. Judge Hartman had no idea of the difference between an interest in a land trust and an interest in a partnership. In addition, Judge Thomas Durkin had FIXED the trial wrong. A contract cannot be found to be unambiguous and then a word moved in such a contract. Judge Hartman will now FIX the trial right and conduct an entire ambiguous trial that never occurred, per the proper record of 95 CH 12314, and in doing so found the actual existing facts at the inception of 95 CH 12314 that Judge Thomas Durkin thought he had FIXED out of existence with his ANTENNA.

By the second sentence:

**The litigation was initiated by River Forest State Bank and Trust Company (River Forest), which filed a declaratory action as trustee of a land trust holding title to a parcel of vacant land located in Westchester, Illinois.**

Lawrence FEY had devised an entire fraudulent federal and State of Illinois system of income tax to specifically deny that Trust No. 3880 was a land trust because a beneficial interest in a land trust is personal property and not real property. By this finding of fact

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the fraudulent entry of the property in Trust No. 3880 as an INVENTORY asset of Rosebrook Joint Venture, EIN 36-3955099, is defeated.

By the third sentence:

**Ashley, Lyn-Jay, and Rosemary were beneficiaries of the trust.**

Harold Rosen and Nathaniel Lawrence had prepared THOUSANDS of pages of fraud upon the court in both 95 CH 12314 and 1-96-3555 to deny that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were ever the beneficiaries of Trust No. 3880.

At law, upon this finding of fact, the entire case goes right back to the fraud upon the court of Paragraph 1 of Lyn-Jay Homes, Inc. EMERGENCY MOTION:

1. Lyn-Jay, Ashley B. and Joyce are, or as more fully set forth hereinafter were at relevant times, venturers doing business under the name and style of ROSEBROOK JOINT VENTURE (The Joint Venture).

In 95 CH 12314, at law, for Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. to assert the existence of such a ROSEBROOK JOINT VENTURE doing business upon the property in Trust No. 3880 they would have to produce in evidence FILED federal income tax of such a partnership. Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. could never plead that the three parties were both beneficiaries of Trust No. 3880 and also partners in a Rosebrook Joint Venture operating a business on the property in Trust No. 3880 because to do so they could not enter the December 12, 1992 monies of Rosemary Joyce and Henry, Robert, Fred and Cary on the balance sheet of any Rosebrook Joint Venture.

As of December 22, 1995 The Ashley B. Corporation's one third, undivided interest in Trust No. 3880 held subject to the provisions of the December 7, 1992 Trust Agreement is its personal property and is not subject to the Uniform Partnership Code. As of December 22, 1995 only The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. are entitled to the earnings, avails and proceeds of the property in Trust No. 3880 by the provisions of the December 7, 1992 Trust Agreement.

After having destroyed the criminal conspiracy to defraud of Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and Lawrence Fey, the appellate court will then attempt to PERFECT the FIX of May 2, 1996 by following the brief prepared by Harold Rosen.

The appellate court will find:

**Thereafter, Barrett formed a joint venture with Rosemary Joyce and Robert, Fred, Cary and Henry Erfurth for the purpose of developing and selling the property and, in October, 1992, they executed a joint venture agreement.**

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No such document exists in the proper record of 95 CH 12314 and no such execution ever occurred and no such joint venture ever existed. What does exist in the public record of 95 CH 12314 is specifically that the October 26, 1992 PURCHASE AGREEMENT did not form a joint venture between any parties as part of the first BAIT and SWITCH scheme of Richard Joseph. Justiciable matters are based upon the EXISTING facts and the same appellate court judges found that as of December 22, 1995 that no joint venture, of any nature, was the beneficiary of Trust No. 3880 and that all interest in Trust No. 3880 was held subject to the provisions of the December 7, 1992 Trust Agreement and that no interest in Trust No. 3880 was held subject to any joint venture agreement, and that only The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. were entitled to the earnings, avails and proceeds of the property in Trust No. 3880, equally.

**In December of 1992, the parties placed the land in the instant land trust. The original three parties each held an undivided one-third interest in the trust.**

By these simple findings, the Rosebrook Joint Venture of the December 6, 1996 ORDER OF SALE, which Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. and Judge Thomas Durkin claim is also the same Rosebrook Joint Venture of the March 8, 1996 ORDER, the same Rosebrook Joint Venture of the March 18, 1996 ORDER and the same Rosebrook Joint Venture of the May 2, 1996, never existed and all of those ORDERS are VOID for lack of jurisdiction, already having been void for fraud upon the court by Lyn-Jay Homes, Inc and Rosemary Joyce Enterprises, Inc. in 95 CH 12314 and now 1-96-3555.

Judge Hartman, because of Harold Rosen, will find: that on December 25, 1995 the Trustee, at law, owned both legal and equitable title to the property remaining in Trust No. 3880 because Trust No. 3880 was a land trust and that The Ashley B. Corporation, Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. each owned one third, undivided interests in Trust No. 3880 per the provisions of December 7, 1992 Trust Agreement which was a land trust agreement; that it was Frank Barrett, Rosemary Joyce, Henry, Robert and Cary Erfurth who placed the land in Trust No. 3880 as the original beneficiaries of Trust No. 3880 in December of 1992 and that the Rosebrook Joint Venture of the March 18, 1996 ORDER, the Rosebrook Joint Venture of the May 2, 1996 and the Rosebrook Joint Venture of the December 6, 1996 ORDER OF SALE never existed and those ORDERS are VOID; that the fraudulent mortgages of Rosebrook Joint Venture, EIN 36-3955099, never existed; that the \$600,000 Trust Deed Mortgage did exist; that the collateral assignment of February 10, 1994 of The Ashley B. Corporation had been for security; that Lyn-Jay Homes, Inc. and Rosemary Joyce Enterprises, Inc. had owed The Ashley B. Corporation \$19,700 each and had since January 15, 1994; and that Judge Thomas Durkin had FIXED into existence on December 6, 1996 an entire trial that never occurred.

The Illinois Court of Appeals, the Illinois Supreme Court, the Illinois Attorney General Office, the Illinois Judicial Inquiry Board, the federal district court and the federal appellate court cannot see these findings of fact entered by Judge Hartman

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