



0830231113

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0830231113 Fee: \$82.00

Eugene "Gene" Moore RHSP Fee: \$10.00

Cook County Recorder of Deeds

Date: 10/28/2008 04:40 PM Pg: 1 of 24

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

NICOLE L MCCLEARN-SANCHEZ  
1710 SOUTH NEWBERRY AVENUE  
CHICAGO ILLINOIS 60608

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME **NICOLE LYNN MCCLEARN-SANCHEZ, NICOLE L MCCLEARN-SANCHEZ, ORGANIZATION/TRADE NAME/TRADE MARK-DEBTOR**

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1710 SOUTH NEWBERRY AVENUE CHICAGO IL 60608 USA**

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **DBA** 1f. JURISDICTION OF ORGANIZATION **USA** 1g. ORGANIZATIONAL ID #, if any **REDACTED** ☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any ☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
**McClern-Sanchez Nicole Lynn**

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**1710 South Newberry Avenue Chicago IL 60608 USA**

4. This FINANCING STATEMENT covers the following collateral.

**NOTICE:** In accordance with U.S.C. 47 - Property - This is the entry of the Debtor in the Commercial Registry as a transmitting utility and the following property is hereby registered in the same as public notice of a commercial transaction: Certificate of Birth U.C.C. Contract Trust Account # (Pending): All property is accepted for value and is exempt from Levy. Adjustment of the filing is from Public Policy HJR-192, Public Law 73-10 and U.C.C. 10-104. All proceeds, products, accounts, fixtures and the orders therefrom are release to the Debtor.

This is actual Constructive Notice that all of Debtor's interest now owned or hereafter acquired is hereby accepted as collateral for securing contractual obligation in favor of the Secured Party as detailed in a true, complete, authorized Security Agreement in the possession of the Secured Party

**MCCLEARN-SANCHEZ, NICOLE LYNN, ORGANIZATION/TRADE NAME/TRADE MARK-DEBTOR**

5. ALTERNATIVE DESIGNATION (if applicable):	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input checked="" type="checkbox"/> CONSIGNEE/CONSIGNOR	<input checked="" type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA <b>Secured Party: Nicole Lynn McClern-Sanchez</b>						

UNOFFICIAL COPY

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

8a. ORGANIZATION'S NAME NICOLE LYNN MCCLEARN-SANCHEZ, "NICOLE L MCCLEARN-SANCHEZ", ORGANIZATION/ TRADE NAME/TRADEMARK-DEBTOR		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	
				<input checked="" type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S ☐ or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
					COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ future filing

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☒ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

**UNOFFICIAL COPY****COMMERCIAL SECURITY AGREEMENT  
NON-NEGOTIABLE -- NON-TRANSFERABLE**

This statement, upon presentation to the filing officer, is considered FILED FOR RECORD in accord with Uniform Commercial Code § 9-516 and § 9-520. (see Official Comment therein).

FILED FOR RECORD: Invoice \_\_\_\_\_

**PARTIES:****Debtor:**

MCCLEARN-SANCHEZ, NICOLE LYNN (and/or any derivative thereof)  
MCLEANRN-SANCHEZ, NICOLE  
MCCLEARN-SANCHEZ, NICOLE

**Secured Party:**

McClearn-Sanchez, Nicole Lynn  
McClearn-Sanchez, Nicole  
McClearn-Sanchez, Nicole

**TABLE OF CONTENTS**

<b>1</b>	<b>INFORMATION IDENTIFYING THE PARTIES IN THE HEREIN SECURITY AGREEMENT .....</b>	<b>2</b>
1.1	Nature of Secured Party .....	2
1.2	Nature and Origin of Debtor .....	2
<b>2</b>	<b>OBLIGATIONS SECURED.....</b>	<b>3</b>
<b>3</b>	<b>FIDELITY BOND .....</b>	<b>3</b>
<b>4</b>	<b>POWER OF ATTORNEY .....</b>	<b>3</b>
<b>5</b>	<b>PERFECTION OF SECURITY INTEREST .....</b>	<b>4</b>
<b>6</b>	<b>DEFAULT .....</b>	<b>4</b>
6.1	Events of Default .....	4
6.2	Rights and Remedies on Default.....	4
<b>7</b>	<b>PARTY'S INTENDED PURPOSE OF THE HEREIN COMMERCIAL SECURITY AGREEMENT.....</b>	<b>4</b>
<b>8</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>5</b>
8.1	Federal Identifying Number Presumptions.....	5
8.2	Presumptions about Meaning of words in all correspondence to or from the government.....	7
8.2.2	Capitalization within Statutes and Regulations .....	9
8.2.3	Terms in quotation marks .....	10
8.2.4	Geographical terms.....	10
<b>9</b>	<b>AMENDMENTS.....</b>	<b>11</b>
<b>10</b>	<b>WAIVER.....</b>	<b>11</b>
<b>11</b>	<b>DEFINITIONS AND GLOSSARY OF TERMS.....</b>	<b>11</b>
<b>12</b>	<b>HOLD HARMLESS AND INDEMNITY AGREEMENT .....</b>	<b>11</b>
<b>13</b>	<b>ACKNOWLEDGMENT.....</b>	<b>12</b>
<b>14</b>	<b>COPYRIGHT NOTICE .....</b>	<b>13</b>
<b>15</b>	<b>SCHEDULE A: COLLATERAL .....</b>	<b>14</b>
<b>16</b>	<b>SCHEDULE B: DEFINITIONS.....</b>	<b>18</b>
<b>17</b>	<b>ENCLOSURE 1: UCC FINANCING STATEMENT .....</b>	<b>Error! Bookmark not defined.</b>

# UNOFFICIAL COPY

THE HEREIN COMMERCIAL SECURITY AGREEMENT (hereinafter "AGREEMENT") is made and entered into on 01/05/1977, ab initio 1977, by and between the actual living breathing man, Nicole Lynn Sanchez (referred herein as "secured party" and also known as the creditor or holder-in-due-course), and the juristic person/strawman/legal entity/individual/(one person) corporation, NICOLE L MCCLEARN- SANCHEZ (and/or any derivative thereof) (referred herein as "Debtor"), with or without assigned governing issued identifying number, including Social Security Number, Taxpayer Identification Number, Employer Identification Number, etc. The herein AGREEMENT supersedes and replaces, nunc pro tunc, any presumed, implied, assumed, or actual co-business partnership, attorney-in-fact, trustee, fiduciary, or accommodation party arrangements that may have existed between the actual Nicole Lynn Sanchez, secured party and the State created legal entity, Debtor, in the public government.

NOW, THEREFORE, the parties hereby agree as follows:

## 1 INFORMATION IDENTIFYING THE PARTIES IN THE HEREIN SECURITY AGREEMENT

### 1.1 Nature of Secured Party

To the best of the secured party's knowledge and understanding the events described in this section happened. 01/05/1977, Mother of Secured Party assisted and witnessed her live infant Nicole Lynn Sanchez separate from her womb into the world on your birth date, within the geographical boundary of the Texas state Republic in Nueces county, in the city of Texas. IMPORTANT NOTE: When life started for Nicole L McClearn-Sanchez, he/she acquired two (2) fundamental characteristics from the Creator of the Universe

1. The first (1st) was unalienable rights.
2. The second (2nd) was the power to protect those unalienable rights. The first (1st) characteristic can never be given up or lost, but the second (2nd) characteristic can be surrendered or transferred through the use of a financing statement to another party (creditor). However, the secured party (holder-in-due-course) can at any time reclaim the second (2nd) characteristic by canceling the financing statement with the creditor (per U.C.C. § 9-103).

### 1.2 Nature and Origin of Debtor

To the best of Debtor's knowledge and understanding the following information is how the Debtor was created and has existed. The Debtor was created by the mother of the secured party filling out an application (financing statement) for a live birth registration for her infant in 1977. The application was subsequently placed by the health provider Navy Regional Medical, to the public register of the corporate STATE OF Texas. The government presumed and assumed the registration of the pledged infant live birth application (financing statement) with the corporate STATE transferred title and jurisdiction of the live infant from the parent to the corporate STATE, and by operation of law the government created a birth certificate which is the government's self-created document of title for its new "property" known as the Debtor/14th Amendment person/U.S. Citizen/resident.

There was no disclosure of constructive possession by the government to the parent or infant of the consequences, obligations, and/or loss of the infant's power to protect his unalienable rights then or later. In time an innocent and unknowing co-business partnership developed between the secured party (actual man) and the Debtor (legal entity). The secured party innocently and unknowingly used and participated in government public benefits and privileges made available through the Debtor, and under partnership contract law the secured party unknowingly became the liable fiduciary for the look-a-like Debtor. After the government assumed title to the infant and subsequently created the Debtor, the Debtor was pledged, as a fictional substitute for the future live infant's energy and labor (sweat equity), to fund the debt of the bankrupt U.S. government and Congress, thereafter used the pledged Debtor to create debt instruments while holding the Debtor and secured party liable through their co-business partnership arrangement, for the security and surety of the debt. The Debtor was created by the fiction corporate STATE for providing an avenue or pipeline for interfacing with the actual man known as the secured party. By the government not disclosing its creditor status over the Debtor, the actual man (secured party) unknowingly and innocently volunteered becoming the accommodation party for the debts and

# UNOFFICIAL COPY

obligations of the Debtor and the corporate STATE and subsequently found himself (the actual man) in a condition of involuntary servitude to the government.

## 2 OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liabilities, whatsoever, owed by Debtor to secured party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever evidenced. The herein security interest is also given to secure any other debts which may be owed by Debtor to secured party from time to time as stated herein. Debtor agrees all collateral will be held in the possession of secured party until the herein security agreement is terminated in writing by the secured party.

## 3 FIDELITY BOND

Know all men by these presents, that DEBTOR, NICOLE L MCCLEARN- SANCHEZ, establishes this bond in favor of Secured Party, Nicole L McClearn-Sanchez, in the sum of present Collateral Values up to the penal sum of One Hundred Billion (100,000,000,000.00) United States Dollars Silver, for the payment of which bond, well and truly made, DEBTOR binds DEBTOR and DEBTOR'S heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above bond is: Secured Party covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and services in Commercial Activity to Secured Party, covenants to serve as a transmitting utility therefore and, assurance of fidelity, grants to Secured Party a Security Interest in the herein-below described collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTOR'S Surety, Nicole L McClearn-Sanchez, is released from liability by the written order of the UNITED STATES GOVERNMENT and provided that said Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty-(30-)day written notice to DEBTOR. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty-(30-) day period. In such event of notice of cancellation, DEBTOR agrees to reissue the bond before the end of said thirty-(30-) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties hereto agree otherwise.

## 4 POWER OF ATTORNEY

Debtor hereby authorizes and appoints secured party to act as Debtor's agent and/or attorney-in-fact, irrevocably, with full power of substitution to do the following: (a) indorse or otherwise sign, without liability, all documents and instruments, of any type or nature, Debtor's signature where Debtor's signature is requested or required for the purpose of authenticating the writing in all commercial activity between Debtor and other juristic persons; (b) demand, collect, receive, receipt for, sue, and recover all sums of money or other property which may now or hereafter become due, owing, or payable the Debtor; (c) execute, sign, and indorse any and all claims, instruments, receipts, checks, drafts, or warrants issued in payment for the collateral; (d) settle or compromise any and all claims, now existing or hereafter arising, against Debtor and/or any collateral; and (e) file any claim(s) or take any action or institute or take part in any proceedings, either in his own name or in the name of the Debtor, or otherwise, which in the discretion of secured party may seem to be necessary or advisable. In addition, the signature of secured party on any instrument, license, permit, or any document now existing or hereafter arising, upon which the name of the Debtor is, howsoever evidenced, is hereby the authorized signature of secured party as agent representing Debtor. In addition, the secured party may, on behalf of and in the name of the Debtor, receive, open, and dispose of mail addressed Debtor, and change any address to which mail and payments are to be sent. This power is given as security for the indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by the secured party in writing.



# UNOFFICIAL COPY

## 5 PERFECTION OF SECURITY INTEREST

Debtor agrees executing such financing statements and to take whatever other actions are requested by secured party to perfect and continue secured party's security interest in the "collateral." Secured party may, without further authorization from Debtor, file a carbon, photographic, or other reproduction of any financing statement or of the herein AGREEMENT for use as a financing statement. Secured Party shall not be required taking any steps necessary in preserving any third-parties rights in the collateral, nor shall secured party be required protecting, preserving, or maintaining any security interest given any third-parties to secure the collateral. This is a continuing security agreement and will continue in effect even though all or any part of the indebtedness is satisfied or paid-in-full and even though for a period of time Debtor may not be indebted to secured party.

## 6 DEFAULT

### 6.1 Events of Default

Each of the following shall constitute an "event of default" under the herein AGREEMENT:

1. **INSOLVENCY.** The insolvency of Debtor, the appointment of a receiver for any part of Debtor's property, any assignment for the benefit of third-party creditor(s), or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor.
2. **CREDITOR PROCEEDINGS.** Commencement of foreclosure, whether by judicial proceeding, self-help, repossession, or any other method, by any third-party creditor of Debtor against the collateral or any other collateral securing the indebtedness. This also includes a garnishment of any of Debtor's deposit accounts with secured party.
3. **OTHER DEFAULTS.** Failure of Debtor complying with or performing any other term, obligation, covenant, or condition contained in the herein COMMERCIAL SECURITY AGREEMENT or in any of the related documents or in any other agreement between secured party and Debtor.
4. **INSECURITY.** Secured party, in good faith, deems itself insecure.

### 6.2 Rights and Remedies on Default

If an event of default occurs under the herein AGREEMENT, or any time thereafter, secured party shall have all the rights of a secured party in commerce. In addition and without limitation, Secured Party may exercise any one or more of the following rights and remedies. See attached Schedule B for a Glossary of Terms used.

1. Accelerate indebtedness.
2. Assemble collateral.
3. Sell the collateral.
4. Appoint receiver.
5. Collect revenues.
6. Apply accounts.
7. Obtain deficiency.
8. Cumulative remedies.

## 7 PARTY'S INTENDED PURPOSE OF THE HEREIN COMMERCIAL SECURITY AGREEMENT

The herein AGREEMENT was established for giving notice, by the parties, of the cancellation of the secured party's pledged live birth application (financing statement) in 1977, by his mother. The herein act of cancellation, by the secured party, re-establishes secured party's rightful status and title on the original jurisdiction side of government and at the same time reclaims his rightful power to protect his unalienable rights. Per the herein AGREEMENT, the secured party no longer is or acts as a co-business partner, attorney-in-fact, trustee, fiduciary, or accommodation party for the Debtor under the old creditor. The public government should no longer assume or presume the secured party is the accommodation party

# UNOFFICIAL COPY

of or for the Debtor/14th Amendment person/U.S. Citizen/resident. For prior to the herein AGREEMENT, the Debtor was a 14th Amendment person/U.S. Citizen/resident who was subject to the public side of government. But, since the herein AGREEMENT, the Debtor has acquired a new status of being a private party/alien on the public side of government and is now subject to the control of the new creditor (secured party), in the original jurisdiction. Therefore, per the herein AGREEMENT, the secured party is the creditor or "holder-in-due-course" of the current Debtor/person/alien, and the secured party has secured the priority claim on all the rights, privileges, interest, and titles of the Debtor, and the Debtor's collateral is now private in nature and is no longer pledged for the use on the public side of government.

The herein AGREEMENT serves as NOTICE that the secured party, being a "live" actual man, has a priority claim and title on the Debtor, above that of any corporate STATE or corporate FEDERAL STATE. As creditor or holder-in-due-course of the Debtor, or individual, or organization, the secured party (being a live man) gives NOTICE of his intent operating under nature's God, instead of the God of the STATE; and gives NOTICE of his intent NOT to be a surety for the use of the purported "Federal Reserve Notes" (tokens/coupons) and the debt of the public; and, secured party gives NOTICE that the assigned social security account number associated with the all caps Debtor is that of the Debtor, NOT the Secured Party; and, Secured Party gives NOTICE that the Debtor, prior to the herein AGREEMENT, was a 14th Amendment person, U.S. Citizen/resident and subject to the public side of government, but is now a Debtor person/alien and under the private control and direction of the Secured Party.

## 8 MISCELLANEOUS PROVISIONS

The following presumptions shall be conclusively established regarding the meaning of all words appearing on all government forms submitted by or on behalf of the Debtor to either the government or third parties and the meaning of all words appearing on correspondence received from the government.

### 8.1 Federal Identifying Number Presumptions

In all past and future correspondence to or from the government, any use of any identifying numbers in the context of the Debtor shall be governed by the following presumptions:

1. The terms "Social Security Number", "SSN", "Employer Identification Number", "EIN", "Taxpayer Identification Number", or "TIN" as used on all attached government forms means "Nontaxpayer Identification Number (NIN)", signifying that the Submitter is a "nontaxpayer" who does not meet the definition of "taxpayer" found in 26 U.S.C. §7701(a)(14), who is not subject to any provision within the Internal Revenue Code, who is a "nonresident alien" not engaged in a "trade or business" as described in 26 CFR §1.871-1(b)(i), and who has no earnings from within the "United States" as described in 26 U.S.C. §871.
2. The term "Social Security Number" or "SSN" as used on the attached government forms **IS NOT** the number issued under the authority of 20 CFR §422.104, which can only lawfully be issued to federal employees, agents, and benefit recipients, none of which describe the Submitter. See and rebut the following if you disagree:  
Resignation of Compelled Social Security Trustee, Form #06.002  
<http://sedm.org/Forms/FormIndex.htm>
3. The term "Employer Identification Number" or "EIN" as used on the attached government forms **IS NOT** the number issued under the authority of 26 U.S.C. §6109 or any other Act of Congress. Instead, it means a "Nontaxpayer Identification Number" or "NIN" as defined above.
4. The term "Taxpayer Identification Number" or "TIN" as used on the attached government form **IS NOT** the number issued under the authority of either 26 U.S.C. §6109 or any other Act of Congress. Instead it means a "Nontaxpayer Identification Number" or "NIN" as defined above.
5. All "Nontaxpayer Identification Numbers" or "NINs", or any other synonym described in items 2 through 4 of this section and included in any form or attachment included herein or submitted on any previous government form are the exclusive, licensed, copyrighted intellectual property of the Submitter. They are protected by the Copyright Act codified in Title 17 of the U.S. Code and this license agreement. Any use by the government of this property for any commercial or government purpose, including tax collection, is **STRICTLY PROHIBITED**. Each unauthorized use is punishable by a penalty of \$100,000 per incident plus any tax or penalty assessment associated with the unauthorized use.
6. The presumption is established by the ACTA Agreements between the Secretary of the Treasury and the states of the Union, by 4 U.S.C. §106, and 5 U.S.C. §5517 that those who use a Social Security Number are identified in the IRS records and databases as instrumentalities of the Federal government. See 26 CFR §301.6109-1(g). In the context of

# UNOFFICIAL COPY

Debtor, who by this document establishes he or she is not a federal instrumentality, these presumptions are inapplicable.

7. Any federal identifying number provided, regardless of what it is identified as, shall **NOT** be a Social Security Number or the number issued under the authority of 20 CFR §422.104 because:
  - 7.1. All Social Security Numbers belong and are the public property of the Social Security Administration (SSA) pursuant to 20 CFR §422.103(d) and therefore could not lawfully belong to Debtor unless I am a federal instrumentality, agent, or employee.
  - 7.2. It is illegal to use "public property" such as Social Security Numbers for a private use, and since I am a "private person" and not a "public employee" or federal agent or instrumentality, then I would be committing embezzlement to have or to use such numbers and would also be falsely impersonating a federal employee in violation of the following:
    - 7.2.1. 18 U.S.C. §641: Embezzlement of public money, property, or records. Punishment is ten years in jail.
    - 7.2.2. 18 U.S.C. §912: Impersonating an officer or employee of the United States. Punishment is three years in jail.

Any attempt on your part to facilitate the above crimes makes you an accessory after the fact and guilty of misprision of felony in violation of 18 U.S.C. §§3 and 4 respectively.

- 7.3. The fact that Social Security Numbers (SSNs) are the property of the U.S. government that can only be used or employed in the context of a public purpose means that they cannot lawfully be used by a person such as myself, who has explicitly and carefully separated his entire life from the government.
- 7.4. I have sent correspondence to the Social Security Administration evidencing duress in the context of any alleged participation in Social Security Scam pursuant to the following:

Resignation of Compelled Social Security Trustee

<http://famguardian.org/TaxFreedom/Forms/Emancipation/SSTrustIndenture.pdf>

8. The Identifying Number is **not** a Taxpayer Identification Number (TIN) assigned pursuant to 26 U.S.C. §6109. All such numbers can only lawfully be assigned to "aliens" pursuant to the following and it is therefore **ILLEGAL** to assign a TIN to a person who is a "nonresident alien" and who has made no elections to be a "resident" and it is evidence of duress if the IRS does so:
  - 8.1. 26 CFR §1.1441-1(c)(3) defines an "individual" as either an "alien" or "nonresident alien".
  - 8.2. 26 CFR §301.6109-1(d)(3) and 26 CFR §1.1-1(a)(2)(ii) says that IRS individual Taxpayer Identification Numbers may only lawfully be assigned to "aliens".
  - 8.3. 26 CFR §1.1-1(a)(2)(ii) defines a "married individual" and an "unmarried individual" as an alien engaged in a "trade or business".
  - 8.4. The definitions of "nonresident alien" in 26 U.S.C. §7701(b)(1)(B) and "alien" in 26 U.S.C. §7701(b)(1)(A) overlap but are not equivalent. A person such as myself who is a "nonresident alien" and a "national" but not a "citizen" pursuant to 8 U.S.C. §1101(a)(21) and 8 U.S.C. §1452 can be a "nonresident alien" without also being an "alien".
  - 8.5. I do not choose at any time in the future nor have I ever voluntarily or knowingly made an election as in the past a "nonresident alien" pursuant to 26 U.S.C. §6013(g) and (h) or 26 U.S.C. §7701(b)(4)(B) to be treated as a "resident alien" as defined in 26 U.S.C. §7701(b)(1)(A).
9. The presumption is also established in 20 CFR §422.103(d) that the only persons who can have or use Social Security Numbers are federal employees. You will note, for instance, that 20 CFR is entitled "employee benefits" and that the only type of employee activity which may be regulated under federal law is that of federal employees. This document shall establish the **OPPOSITE** presumption, which is that I am not, never have been, and never will be a federal employee or instrumentality.
10. 26 CFR §301.6109-1(g) also establishes that a person who uses a Social Security Number is a "U.S. person" pursuant to 26 U.S.C. §7701(a)(30). It identifies the holder as either a statutory U.S. citizen pursuant to 8 U.S.C. §1401 or a statutory "resident" pursuant to 26 U.S.C. §7701(b)(1)(A). This document establishes the **OPPOSITE** presumption, which is that I am neither a "U.S. person" pursuant to 26 U.S.C. §7701(a)(30), a statutory "U.S. citizen" pursuant to 8 U.S.C. §1401 or a statutory "U.S. resident" pursuant to 26 U.S.C. §7701(b)(1)(A).
11. There is a common de facto presumption created by political and social custom that everyone is required to have and to use a Social Security Number or other federal identifying number. This document establishes the presumption that there is no such law and places the burden of proof upon the government to produce such a law which has generally applicability and legal effect within states of the Union. It also establishes that the Social Security Administration has admitted repeatedly to all who ask that there is no law requiring one to obtain or use federal identifying numbers. See:

Letter from Social Security Administration, Exhibit 1014

<http://sedm.org/Exhibits/ExhibitIndex.htm>



# UNOFFICIAL COPY

12. Regardless of the label or name assigned by the government to such a number on any government form or correspondence, all such numbers shall constitute ONLY a "Nontaxpayer Identification Numbers" (NIN). A NIN identifies a nonresident alien not engaged in a trade or business as described in 26 CFR §1.871-1(b)(i) and whose estate is a "foreign estate" as described in 26 U.S.C. §7701(a)(31).

## 8.2 Presumptions about Meaning of words in all correspondence to or from the government

Other than the words defined in the following subsections, all words used in all my communications shall have only the common meaning ascribed to them and shall NOT be construed in any way to have the legal meaning found in any federal or state law. The only exceptions to this rule are those found in the following subsections or when a word is surrounded in quotation marks and preceded or succeeded by an indication of the legal definition upon which it is based, then and only then will it assume the legal definition. . Submitter wishes to exercise his right of freedom from compelled association with all federal law in order to restore and protect his sovereignty. The legal definitions for words used, in turn, shall be based entirely upon the following:

Sovereignty Forms and Instructions Area, Cites By Topic  
<http://fanguardian.org/TaxFreedom/FormsInstr-Cites.htm>

The purpose of the above requirements is to eliminate ALL presumptions from any legal proceeding about what we might write or say so that such false and unauthorized presumptions *cannot* be used to discredit or slander us or prejudice our rights or sovereignty. For instance, here are two examples:

**Table 1: Example terms**

<b>Statement from this website</b>	<b>Meaning</b>
Wages are not taxable	Earnings from labor of a human being that <u>do not</u> fit the description of "wages" defined in 26 U.S.C. §3401(a) and 26 CFR §31.3401(a)-3 are not taxable without the consent of the subject.
"Wages" are taxable	Wages as defined in 26 U.S.C. §3401(a) and 26 CFR §31.3401(a)-3 ARE taxable because they fit the legal description of "wages."

Any federal forms submitted by Debtor or sent to Debtor by the government or received from the government by Debtor:

1. Are considered untrustworthy and unreliable, pursuant to the rulings of the federal courts. See section 4 of the document below:

Reasonable Belief About Income Tax Liability, Form #05.007:  
<http://sedm.org/Forms/FormIndex.htm>

2. Shall *not* be made factual or trustworthy or actionable in any manner even by a signature of me under penalty of perjury. An affidavit of the truthfulness or reliability of any tax form that the IRS itself positively refuses to vouch for the accuracy of shall *not* make it any more accurate or truthful than a blank form. Holding me any more accountable for my statements than employees of the government is a violation of the equal protection of the laws. The implication of this is that any perjury statement appearing on any federal form pursuant to 28 U.S.C. §1746 shall *not* be actionable and shall create no obligation on my part unless I specifically state otherwise.

### 8.2.1.1 "taxpayer"

The term "taxpayer" on all government forms and submissions to or from the government shall be defined as a person who is:

1. NOT the entity described in 26 U.S.C. §7701(a)(14) or 26 U.S.C. §1313.
2. NOT subject to any provision of the Internal Revenue Code, which is "foreign law".
3. Who is a "nonresident alien" as defined in 26 U.S.C. §7701(b)(1)(B) not engaged in a "trade or business" as defined in 26 U.S.C. §7701(a)(26) and whose entire estate is a "foreign estate" as defined in 26 U.S.C. §7701(a)(31). This person is described in 26 CFR §1.871-1(b)(i).

# UNOFFICIAL COPY

## 8.2.1.2 "nontaxpayer"

Same definition as "taxpayer" in section 8.2.1.1 earlier.

## 8.2.1.3 "frivolous"

The word "frivolous" as used in all documents and communications that refer to any of the writings or statement of Debtor in the past, present, or future shall mean "correct" and "truthful". Any attempts to call anything I say incorrect or untruthful must be accompanied by authoritative, court-admissible evidence to support such a conclusion or shall be presumed by the reader to be untrustworthy and untruthful. That evidence must satisfy the rules of evidence found in the following:

1. Reasonable Belief About Income Tax Liability, Form #05.007:  
<http://sedm.org/Forms/FormIndex.htm>
2. Government Burden of Proof, Form #05.025:  
<http://sedm.org/Forms/FormIndex.htm>

## 8.2.1.4 "Federal income tax"

The term "federal income tax", in the context of all correspondence, means the revenue scheme described in Subtitle A of the Internal Revenue Code, which is Title 26 of the United States Code, as applied specifically and only to natural persons and not to businesses.

## 8.2.1.5 "individual"

"Individual": Defined as follows:

1. Excludes the "individual" defined in 26 CFR §1.1441-1(c)(3).
2. Excludes "aliens" as defined in 26 U.S.C. §7701(b)(1)(A) and "nonresident aliens" as defined in 26 U.S.C. §7701(b)(1)(B).
3. Excludes the definition found in 5 U.S.C. §552a(a)(2), who are all "domiciliaries" of the "United States".
4. Excludes the statutory "citizens and nationals of the United States" defined in 8 U.S.C. §1401.
5. Includes persons who are nonresident aliens not engaged in a "trade or business" as defined in 26 CFR §1.871-1(b)(i) who have no earnings from the "United States" as defined in 26 U.S.C. §7701(a)(9) and (a)(10) and whose estate is a "foreign estate" pursuant to 26 U.S.C. §7701(a)(31).

## 8.2.1.6 "employee"

"employee": Defined as:

1. A person who works for a "private employer" and not a "public employer" or any state or federal government, who is NOT engaged in a "trade or business" as defined in 26 U.S.C. §7701(a)(26), and who has no liability to deduct, withhold, or pay any tax described in 26 U.S.C. Subtitles A, B, or C.
2. NOT the person described in 26 U.S.C. §3401(c) or 26 CFR §31.3401(c)-1 or any other statute or regulation published by the United States federal government.

## 8.2.1.7 "employer"

"employer": A person who has "employees".

## 8.2.1.8 "resident"

"resident": Means an alien with a legal domicile or "residence" in the "United States", which includes the territories and possessions of the "United States" and excludes states of the Union.

# UNOFFICIAL COPY

## 8.2.1.9 "wages"

**"wage" or "wages"**: The term defined in 26 U.S.C. §3401(a). Excludes earnings of persons who are not engaged in a "public office" and who have not made an "election" to associate their earnings with a "public office" by voluntarily submitting an "agreement" pursuant to 26 CFR §31.3401(a)-3(a), and 26 CFR §31.3402(p)-1. Consequently, anyone who does not submit an IRS form W-4 and who is not otherwise engaged in a "public office" earns no reportable "wages" or "gross income" in connection with their labor pursuant to 26 CFR §31.3401(a)-3(a), and 26 CFR §31.3402(p)-1.

## 8.2.1.10 "trade or business"

**"trade or business"**: Defined in 26 U.S.C. §7701(a)(26) as "the functions of a public office". Excludes anything or class of things not expressly described somewhere in the Internal Revenue Code. See:

*The "Trade or Business" Scam*, Form #05.001  
<http://sedm.org/Forms/FormIndex.htm>

## 8.2.1.11 "gross income"

**"gross income"**: Profit originating from within the United States government corporation and earned by a federal instrumentality. Pursuant to 26 U.S.C. §871, said profit must either originate from the District of Columbia or abroad pursuant to 26 U.S.C. §911 but may not originate within any state of the Union.

## 8.2.1.12 "beneficial owner"

**"beneficial owner"**: Defined as a person who is:

1. NOT the entity described 26 CFR §1.1441-1(c)(6).
2. A "nonresident alien" not engaged in a "trade or business" who is a "nontaxpayer" not subject to any provision of Internal Revenue Code Subtitles A, B, or C.

## 8.2.1.13 "permanent address"

**"permanent address"**: Defined as one's legal domicile. See:

*Why Domicile and Income Taxes are Voluntary*, Form #05.002  
<http://sedm.org/Forms/FormIndex.htm>

## 8.2.2 Capitalization within Statutes and Regulations

Whenever you are reading a particular law, including the U.S. Constitution, or a statute, the Sovereign referenced in that law, who is usually the author of the law, is referenced in the law with the first letter of its name capitalized. For instance, in the U.S. Constitution the phrase "We the State", and "Citizen" are all capitalized, because these were the sovereign entities who were writing the document residing in the States. This document formed the federal government and gave it its authority. Subsequently, the federal government wrote statutes to implement the intent of the Constitution, and it became the Sovereign, but only in the context of those territories and lands ceded to it by the union states. When that federal government then refers in statutes to federal "States", for instance in 26 U.S.C. §7701(a)(10) or 4 U.S.C. §110(d), then these federal "States" are Sovereigns because they are part of the territory controlled by the Sovereign who wrote the statute, so they are capitalized. Foreign states referenced in the federal statutes then must be in lower case. The sovereign 50 union states, for example, must be in lower case in federal statutes because of this convention because they are foreign states. *Capitalization is therefore always relative to who is writing the document, which is usually the Sovereign and is therefore capitalized.* The exact same convention is used in the Bible, where all appellations of God are capitalized because they are sovereigns: "Jesus", "God", "Him", "His", "Father". These words aren't capitalized because they are proper names, but because the entity described is a sovereign or an agent or part of the sovereign. The only exception to this capitalization rule is in state revenue laws, where the state legislators use the same capitalization as the Internal Revenue Code for "State" in referring to federal enclaves within their territory because they want to scam money out of you. In state

# UNOFFICIAL COPY

revenue laws, for instance in the California Revenue and Taxation Code (R&TC) sections 17018 and 6017, "State" means a federal State within the boundaries of California and described as part of the Buck Act of 1940 found in 4 U.S.C. §§105-113. See the following URL to see what we mean:

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=rtc&group=17001-18000&file=17001-17039.1>

## 8.2.3 Terms in quotation marks

Whenever a term appears in quotation marks, we are using the statutory or regulatory definition of the term *instead* of the layman's or dictionary definition. We do this to clarify which definition we mean and to avoid creating the kind of confusion with definitions that our government and the unethical lawyers who work in it are famous for. For instance, when we use say "employee", we mean the statutory definition of that term found in 26 U.S.C. §3401(c) and 26 CFR §31.3401(c)-1 rather than the common definition everyone uses, which means anyone who receives compensation for their labor. "Employees" are much more narrowly defined in the Internal Revenue Code to mean elected or appointed officers of the U.S. government only. We also put terms in quotation marks if they are new or we just introduced the term, to emphasize that we are trying to explain what the word means.

## 8.2.4 Geographical terms

The following geographical definitions apply in the reading of all law.

Law	Federal constitution	Federal statutes	Federal regulations	State constitutions	State statutes	State regulations
Author	Union States/ "We The People"	Federal Government		"We The People"	State Government	
"state"	Foreign country	Union state	Union state	Other Union state or federal government	Other Union state or federal government	Other Union state or federal government
"State"	Union state	Federal state	Federal state	Union state	Union state	Union state
"In this State" or "in the State". <sup>1</sup>	NA	NA	NA	NA	Federal enclave within state	Federal enclave within state
"State". <sup>2</sup> (State Revenue and taxation code only)	NA	NA	NA	NA	Federal enclave within state	Federal enclave within state
"several States"	Union states collectively <sup>3</sup>	Federal "States" collectively	Federal "States" collectively	Federal "States" collectively	Federal "States" collectively	Federal "States" collectively
"United States"	states of the Union collectively	Federal United States**	Federal United States**	United States* the country	Federal United States*	Federal United States**

What the above table clearly shows is that the word "State" in the context of federal statutes and regulations means (not includes!) federal States only under Title 48 of the U.S. Code<sup>4</sup>, and these areas do not include any of the 50 Union States. This is true in most cases and especially in the Internal Revenue Code. The lower case word "state" in the context of federal statutes and regulations means one of the 50 union states, which are "foreign states", and "foreign countries" with respect to the federal government as clearly explained in section 5.2.11 of the Great IRS Hoax book. In the context of the above, a "Union State" means one of the 50 Union states of the United States\* (the country, not the federal United States\*\*) mentioned in the Constitution for the United States of America.

<sup>1</sup> See California Revenue and Taxation Code, section 6017 at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=rtc&group=06001-07000&file=6001-6024>

<sup>2</sup> See California Revenue and Taxation Code, section 17018 at <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=rtc&group=17001-18000&file=17001-17039.1>

<sup>3</sup> See, for instance, U.S. Constitution Article IV, Section 2.

<sup>4</sup> See <http://www4.law.cornell.edu/uscode/48/>

# UNOFFICIAL COPY

## 9 AMENDMENTS

The herein AGREEMENT, together with any related documents and/or endorsements, constitute the entire understanding and agreement of the parties as to the matters set forth. No alteration of or amendment to the herein AGREEMENT shall be effective unless expressed in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. SEVERABILITY. Should any portion of the herein AGREEMENT be judicially determined being invalid or unenforceable, the remainder of the herein AGREEMENT shall not be affected by such determination and shall remain in full force and effect. If feasible, any such offending provision shall be deemed being modified, and shall be within the limits of enforceability, or validity; however, if the offending provision cannot be so modified, such offending provision shall be stricken and all other provisions of the herein AGREEMENT in all other respects shall remain valid and enforceable.

## 10 WAIVER

Secured Party shall not be deemed having waived any rights under the herein AGREEMENT unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of the herein AGREEMENT shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of the herein AGREEMENT. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor, is required under the herein AGREEMENT, nor shall constitute a waiver of any of Secured Party's rights or any of Debtor's obligations regarding any future transactions. Whenever the granting of consent by Secured Party is sought or required by the herein AGREEMENT, in any instance, shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of the Secured Party.

## 11 DEFINITIONS AND GLOSSARY OF TERMS

See attached SCHEDULE B.

The herein COMMERCIAL SECURITY AGREEMENT is NOT dischargeable in bankruptcy court and exempt from third-party levy is the property of the holder in due course.

DEBTOR ACKNOWLEDGES and agrees to all the provisions of the herein AGREEMENT and agrees to the terms expressed herein. The herein AGREEMENT and the attached SCHEDULES A & B are dated: 01/05/1977. Debtor acknowledges Debtor is a transmitting utility.

## 12 HOLD HARMLESS AND INDEMNITY AGREEMENT

The herein HOLD HARMLESS AND INDEMNITY AGREEMENT is mutually agreed upon and is entered into between the "actual Nicole L McClearn-Sanchez," and the juristic person/strawman/legal entity/ individual/(one person) corporation, NICOLE L MCCLEARN- SANCHEZ (and/or any derivative thereof), with or without assigned government issued identifying number such as social security account number, Taxpayer Identification Number, etc.

FOR VALUABLE CONSIDERATION, the Debtor, without the benefit of discussion or division, does expressly hereby agree, covenant, and undertake indemnifying and holding harmless the Secured Party from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses, whatsoever, absolute or contingent, due or to become due, now existing or hereafter arising, suffered, incurred by or imposed on or against Debtor for any reason, purpose, or cause, whatsoever. Debtor does hereby and herewith expressly covenant and agree that Secured Party shall not, under any circumstance or in any manner whatsoever, be or be considered an accommodation party or surety for Debtor.



**UNOFFICIAL COPY**

Debtor's signature in accord with Uniform Commercial Code, § 3-401.

Dated: 10/18/08

Debtor signature: [Signature]

Secured Party's signature in accord with Uniform Commercial Code, § 3-402.

Dated: 10/18/08

Secured Party signature: Nicole McClearn

### 13 ACKNOWLEDGMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned, Nicole L McClearn-Sanchez,

personally appeared, known to me (or satisfactorily proven) to be the party who's name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I HERE UNTO SET MY HAND AND OFFICIAL SEAL.

Dated: \_\_\_\_\_

my commission expires: \_\_\_\_\_

NOTARY PUBLIC FOR \_\_\_\_\_

**Commercial Security Agreement**

Copyright Sovereignty Education and Defense Ministry. <http://sedm.org>  
Form 06.006, Rev. 2-24-2009

12 of 20

EXHIBIT: \_\_\_\_\_

UNOFFICIAL COPY

**14 COPYRIGHT NOTICE**

All rights reserved by Nicole L McClearn-Sanchez re common-law copyright of trade-name/trade-mark, NICOLE L MCCLEARN- SANCHEZ© --as well as any and all derivatives and variations in the spelling of said trade-name/trade-mark—Common Law Copyright

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## 15 SCHEDULE A: COLLATERAL

1. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, with transmitting utilities, etc.;
2. All rents, wages, and income;
3. All land, mineral, water, and air rights;
4. All cottages, cabins, houses, and buildings;
5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;
6. All inventory in any source,
7. All machinery, either farm or industrial;
8. All boats, yachts, and water craft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, including but not limited to: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
9. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto stowed therein, including but not limited to: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
10. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, including but not limited to: all ancillary equipment, accessories, parts, service, equipment, lubricants, and fuels and fuel additives;
11. All livestock and animals, and all things that are required for the care, feeding, use, and husbandry thereof;
12. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled or track conveyances, a water-jet ski, snowmobile;
13. All computers, computer-related equipment and accessories, electronically stored files or data, personal computers, laptop computers, palm pilot, printers, scanners, telephones to include mobile and cell telephones, electronic equipment office equipment, and machines;
14. All visual reproduction systems, aural reproduction systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;
15. All books, booklets, pamphlets, treatises, treatments, photographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music, literary royalties, "ghostwriter" fee due;
16. All books and records of DEBTOR;
17. All Trademarks, Registered Marks, copyrights, patents, proprietary data and technology, invention, royalties, good will;
18. All scholastic degrees, trade certifications, and certificates of completion, diplomas, honors, awards, meritorious citations;
19. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever, of DEBTOR;
20. All fingerprints, footprints, palm prints, thumb prints, brain "fingerprint", RNA materials, DNA materials, genetic code, blood and blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal image, and the descriptions thereof, and all other corporal identification factors, and said factors' physical counterparts, in any form, and all records, record numbers, and information pertaining thereto;
21. All biometric data, records, information, and processes not elsewhere described, the use thereof, and the use of the information therein or pertaining thereto;
22. All rights to obtain, use, request, or refuse or authorize the administration of, any food, beverage, nourishment, or water, or any substance to be infused or injected into, or affecting the body by any means whatsoever;
23. All rights to request, refuse, or authorize the administration of, any drug, manipulation, material, process, procedure, ray, or wave which alters, or might alter the present or future state of the body, mind, spirit, or will by any means, method, or process whatsoever;
24. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, all security devices, security programs, and any software, machinery, or devices related thereto;
25. All rights to access and use utilities: upon payment of the same unit costs as the comparable units of usage offered to most-favored customers, including cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, www, and all other methods of communication, energy transmission, and food or water distribution;
26. All rights to barter, buy, contract, sell, or trade ideas, products, services, or work;

## UNOFFICIAL COPY

15 of 20

**Commercial Security Agreement**

27. All rights to create, invent, adopt, utilize, promulgate any system or means of currency, money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;
28. All rights to use any free, rented, leased, fixed or mobile domicile, as though same were a permanent domicile, free from requirement to apply for or obtain any government license or permission and free from intrusion or surveillance, by any means, regardless of duration of lease period, so long as any required lease is currently paid or a subsequent three-day grace period has not expired;
29. All rights to manage, maneuver, direct, guide, or travel in any form of an automobile or motorized conveyance whatsoever without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;
30. All rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;
31. All rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber and raw materials for shelter, clothing, and survival;
32. All rights to exercise freedom of religion, worship, use of sacraments, spiritual practice, and expression without any abridgment of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition Government for redress of grievances, or petition any military force of the United States for physical protection from threats to the safety and integrity of person or property from either "public" or "private" sources;
33. All rights to keep and bear arms for self-defense of self, family, and parties entreating physical protection of person, or property;
34. All rights to create, preserve, and maintain inviolable, spiritual sanctuary and receive into the same any and all parties requesting safety and shelter;
35. All rights to create documents of travel of every kind whatsoever, including those signifying Diplomatic status and immunity as a free, independent, and sovereign state-in-fact;
36. All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, i.e., mind, body, soul, free will, faculties, and self;
37. All rights to privacy and security in person and property, including but not limited to all rights to safety and security of all household or sanctuary dwellers or guests, and all papers and effects belonging to DEBTOR or any household or sanctuary dwellers or guests, against governmental, quasi-governmental, or private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim duly filed in the Commercial Registry by any such intruding party in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant;
38. All names used and all Corporations Sole executed and filed, or to be executed and filed, under said names;
39. All intellectual property, including but not limited to all speaking and writing;
40. All signatures;
41. All present and future retirement incomes, and rights to such incomes, issuing from any of DEBTOR'S accounts;
42. All present and future medical and healthcare rights, and rights owned through the survivorship, from any of DEBTOR'S accounts;
43. All applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, including all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence, information identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers, and the like;
44. All library cards;
45. All credit, charge, and debit cards, and mortgages, notes, applications, card numbers, and associated records and information;
46. All traffic citations/tickets;
47. All parking citations/tickets;
48. All tax correspondence, filings, notices, coding, record numbers, and any information contained therein, wherever and however located, and no matter by whom said information was obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, or utilized;
49. All precious metals, bullion, coins, jewelry, precious jewels, semiprecious stones, mounts, and any storage boxes within which said items are stored;

**Commercial Security Agreement**

Copyright Sovereignty Education and Defense Ministry, <http://soedm.org>  
Form 06.006, Rev. 2-24-2009

15 of 20

EXHIBIT: \_\_\_\_\_

## UNOFFICIAL COPY

16 of 20

**Commercial Security Agreement**

50. All bank accounts, bonds, certificates of deposit, drafts, futures, options, life insurance policies both fixed and variable, annuities both fixed and variable, investment securities, Individual Retirement Accounts, money market accounts, pension plans, deferred compensation plans, SEP-Individual Retirement Accounts, or other retirement plans as may come into existence or use, stocks, stock options, warrants, mutual funds, notes, options, puts, savings accounts, 401-K's, and commodities;
51. All cash, coins, coins of collector and/or historic value, money, Federal Reserve Notes, and Silver Certificates, stamps and stamps of collector and/or historic value;
52. All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds, and all related storage facilities and supplies;
53. All products of and for agriculture, and all equipment, inventories, supplies, contracts, accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;
54. All farm, lawn, and irrigation equipment, accessories, attachments, hand-tools, power-tools, survey equipment, implements, service equipment, parts, and supplies;
55. All fuel, fuel tanks, containers, and involved or related delivery systems;
56. All metal-workings, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power-tools, hand-tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;
57. All camping, fishing, hunting, and sporting equipment, and, all special clothing, materials, supplies, and baggage related thereto;
58. All rifles, shotguns and guns;
59. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;
60. All power-generating machines or devices, and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining or attached thereto;
61. All computers and computer systems and the information contained therein, as well as all ancillary equipment, printers, and data compression or encryption devices and processes;
62. All office and engineering equipment, furniture, ancillary equipment, drawings, tools, electronic paper files, and items related thereto;
63. All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;
64. All shipping, storing, and cargo containers and chassis, truck trailers, vans, and the contents thereof, whether on-site, in transit, or in storage anywhere;
65. All building materials and prefabricated buildings, and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof, to include drawings, plans drawings both computer generated and hand drawn and blueprints;
66. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;
67. All books, drawings, magazines, manuals, and reference materials regardless of physical form;
68. All artwork, paintings, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining or affixed thereto;
69. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;
70. All construction machinery and all ancillary equipment, tools, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;
71. All medical, dental, optical, prescription, and insurance records, records number, and information contained in any such records or pertaining thereto;
72. The Will of DEBTOR, the Estate plans of DEBTOR
73. All inheritances gotten or to be gotten;
74. All wedding bands and rings, watches, wardrobe, and toiletries;
75. All radios, televisions, household goods and appliances, linen, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques;
76. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, limited liability companies, proprietorships, patents, copyrights, trademarks and the like, now owned or hereafter acquired or established, and all books and records thereof and therefrom, all income therefrom, and all accessories, accounts, equipment, information, electronically stored data, inventory, money, accounts receivable, spare parts, and computer software pertaining thereto;
77. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be addressed to DEBTOR, whether received or not received by DEBTOR;

**Commercial Security Agreement**

Copyright Sovereignty Education and Defense Ministry, <http://scedm.org>  
Form 06.006, Rev. 2-24-2009

16 of 20

EXHIBIT: \_\_\_\_\_



# UNOFFICIAL COPY

**Commercial Security Agreement****17 of 20**

78. All telephone numbers, customer lists, and customer records and information regardless of how the information is stored and kept;
79. Any property not specifically listed, named, or specified by make, model, serial number, etc. expressly herewith included as collateral of DEBTOR.

Property of Cook County Clerk's Office

**Commercial Security Agreement**

Copyright Sovereignty Education and Defense Ministry, <http://sedm.org>  
Form 06.006, Rev. 2-24-2009

**17 of 20**

EXHIBIT: \_\_\_\_\_

## UNOFFICIAL COPY

**16 SCHEDULE B: DEFINITIONS**

**All.** In this Security Agreement the word "all" means everything one has: the whole number; totality, including both all and sundry; everyone; without restriction.

**Appellation.** In this Security Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

**Artificial person.** In this Security Agreement the term "artificial person" means a juristic person, such as Debtor, NICOLE L. MCCLEARN- SANCHEZ<sup>8</sup>, also known by any and all derivatives and variations in the spelling of said name except "Nicole L. McClearn-Sanchez." See also juristic person.

**Authorized Representative.** In this Security Agreement the term "Authorized Representative" means the Secured Party, Nicole L. McClearn-Sanchez, authorized by Debtor for signing Debtors signature, without liability and without recourse.

**Claim.** In this Security Agreement the word "claim" means: 1. Right of payment, both when such right is rendered into the form of a judgment, and for damages that are liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured and unsecured, as well as rulings regarding an equitable remedy for breach of performance if such breach results in a right of payment, both when an equitable remedy is rendered into the form of a judgment and for debts/obligations that are fixed, contingent, matured, un-matured, disputed, undisputed, secured, unsecured. 2. Demanding as one's own any challenge of property, and ownership of a thing, that is wrongfully withheld. /See Hill v. Henry, 66 N.J. Eq. 150, 57 Atl. 505. Also, a claim is to state. See Douglas v. Beasley, 40 Ala. 147; Prigg v. Pennsylvania, 16 pet. 615, 10 L.Ed. 1060.]

**Collateral.** In this Security Agreement the term "Collateral" means any and all items of property of Debtor, now owned and hereafter acquired, now existing and hereafter arising, and wherever located:

- (a) referenced within any of the following categories—i.e. all: motor vehicles, aircraft, vessels, ships, trademarks, copyrights, patents, consumer goods, firearms, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, electronic chattel paper, tangible chattel paper, certificated securities, uncertificated securities, promissory notes, payment intangibles, software, health-care-insurance receivables, instruments, deposit accounts, accounts, documents, livestock, real estate and real property—including all buildings, structures, fixtures, and appurtenances situated thereon, as well as affixed thereto—fixtures, manufactured homes, timber, crops, and as-extracted collateral, i.e. all oil, gas, and other minerals, as well as any and all accounts arising from the sale of these substances, both at wellhead and minehead;
- (b) described/identified within a particular, numbered paragraph under the heading "Paragraph '(b)' List" below;
- (c) described/identified within any document of title, certificate, form, and the like, a photocopy of which has been appended with this Security Agreement, attached hereto, made fully part hereof, and included herein by reference;
- (d) described/classified within any of the following: (i) accessions, increases, and additions, replacements of, and substitutions for, any of the property described in this Collateral section; (ii) products, produce, and proceeds of any of the property described in this Collateral section; (iii) accounts, general intangibles, instruments, monies, payments, and contract rights, and all other rights, arising out of sale, lease, and other disposition of any of the property described in this Collateral section; (iv) proceeds, including insurance, bond, general intangibles, and accounts proceeds, from the sale, destruction, loss, and other disposition of any of the property described in this Collateral section; and (v) records and data involving any of the property described in this Collateral section, such as in the form of a writing, photograph, microfilm, microfiche, tape, electronic media, and the like, together with all of Debtor's right, title, and interest in all computer software and hardware required for utilizing, creating, maintaining, and processing any such records and data in any electronic media. Each foregoing separate item of property referenced/described/identified/classified within any of the six (4) preceding paragraphs, i.e. "(a)," "(b)," "(c)," "(d)," in this Collateral section secures the entire obligation/amount of indebtedness.

**Conduit.** In this Security Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name "NICOLE L. MCCLEARN- SANCHEZ," also

# UNOFFICIAL COPY

## Commercial Security Agreement

19 of 20

known by any and all derivatives and variations in the spelling of said name of Debtor except " Nicole L McClearn-Sanchez."

**Creditor.** In this Security Agreement the term "Creditor" means Nicole L McClearn-Sanchez<sup>®</sup>.

**Debtor.** In this Security Agreement the term "Debtor" means NICOLE L MCCLEARN- SANCHEZ<sup>®</sup>, also known by any and all derivatives and variations in the spelling of said name except " Nicole L McClearn-Sanchez."

**Default.** In this Security Agreement the term "default" means Debtor's non-performance of a duty arising under this Security Agreement, specifically any event described below under "Event of Default."

**Derivative.** In this Security Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Security Agreement the term "ens legis" means a creature of the law; an artificial being, as contrasted with a natural person, such as a corporation, considered as deriving its existence entirely from the law.

**Hold-harmless and Indemnity Agreement.** In this Security Agreement the term "Hold-harmless and Indemnity Agreement" means the written, express, Hold-harmless and Indemnity Agreement between Secured Party and Debtor, together with all modifications of and substitutions for said Hold-harmless and Indemnity Agreement, attached hereto and included herein by reference. This agreement is included herein as section 12.

Nicole L McClearn-Sanchez. In this Security Agreement the term " Nicole L McClearn-Sanchez " means the sentient, living being known by the distinctive appellation " Nicole L McClearn-Sanchez." All rights are reserved re use of Nicole L McClearn-Sanchez<sup>®</sup>, Autograph Common Law Copyright © by Nicole L McClearn-Sanchez<sup>®</sup>.

**NICOLE L MCCLEARN- SANCHEZ.** In this Security Agreement the term "NICOLE L MCCLEARN- SANCHEZ" means NICOLE L MCCLEARN- SANCHEZ<sup>®</sup>, and any and all derivatives and variations in the spelling of said name except " Nicole L McClearn-Sanchez," Common Law Copyright © by Nicole L McClearn-Sanchez<sup>®</sup>. All Rights Reserved.

**Juristic person.** In this Security Agreement the term "juristic person" means an abstract, legal entity *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. NICOLE L MCCLEARN- SANCHEZ<sup>®</sup>, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Secured Party.

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept – by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." Cardozo, J., in *Berkey v. Third Avenue R. Co.*, 244 N.Y. 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U.S. v. SCOPHONY CORP. OF AMERICA*, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S."

**Land.** In this Security Agreement the word "land" means any and all ground, soil, and earth whatsoever, including pastures, fields, meadows, woods, moors, waters, marshes, rock, and sand.

**Legal entity.** In this Security Agreement the term "legal entity" means an entity other than a natural person, with sufficient existence in legal contemplation that said entity can function legally, sue and be sued, and make decisions through agents.

**Liability.** In this Security Agreement the word "liability" means every kind of legal obligation, responsibility, and duty. Also the state of being bound and obligated in law for doing, paying a debt, fulfilling an obligation, rendering committed

## Commercial Security Agreement

19 of 20

# UNOFFICIAL COPY

20 of 20

## Commercial Security Agreement

specific performance, and the like. [See Mayfield v. First Nat'l Bank of Chattanooga, Tenn., C.C.A. Tenn. 137 F.2d 1013, 1019; Feil v. Cit' of Coeur d' Alene, 23 Idaho 32, 129 P. 643, 649, 43 L.R.A. N.S. 1095; Breslaw v. Rightmire, 196 N.Y.S. 539, 541, 119 Misc. 833.]

**Living, breathing, flesh-and-blood man.** In this Security Agreement the term "living, breathing, flesh-and-blood man" means the Secured Party, Nicole L McClearn-Sanchez<sup>®</sup>, a sentient, living being, as distinguished from an artificial legal construct, *ens legis*, i.e. a juristic person, created by construct of law.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

**Natural person.** In this Security Agreement the term "natural person" means a living, breathing, flesh-and-blood man, as distinguished from artificial persons, juristic persons, and the like.

**Non obstante.** In this Security Agreement the term "non obstante" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

**Private Agreement.** In this Security Agreement the term "Private Agreement" means the written, express private agreement included herein between Secured Party and Debtor, together with all modifications of and substitutions for said Private Agreement.

**Rents, wages, salaries, and other income, from whatever source derived.** In this Security Agreement the term "rents, wages, salaries, and other income, from whatever source derived" means all rents, wages, salaries, and other income, from whatever source derived, being owed, and becoming owed for the benefit of Debtor.

**Secured Party.** In this Security Agreement the term "Secured Party" means Nicole L McClearn-Sanchez<sup>®</sup>, a living, sentient being as distinguished from a juristic person created by construct of law.

**Security Agreement.** In this Security Agreement the term "Security Agreement" means this Security Agreement as it may be amended and modified by agreement of the parties, together with all attachments, exhibits, documents, endorsements, and schedules attached hereto.

**Sentient, living being.** In this Security Agreement the term "sentient, living being" means the Secured Party, i.e. Nicole L McClearn-Sanchez<sup>®</sup>, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct, such as an artificial entity, juristic person, corporation, partnership, association, and the like.

**Signature.** See UCC § 3-401 (what is considered signature). Signed. See UCC § 1-201(19) (what is considered signed).

**Trade-name.** In this Security Agreement the term "trade-name" means any and all of the following juristic persons: NICOLE L MCCLEARN- SANCHEZ<sup>®</sup> as well as any and all derivatives and variations in the spelling of said name(s), respectively, except " Nicole L McClearn-Sanchez<sup>®</sup> ".

**Transmitting utility.** In this Security Agreement the term "transmitting utility" means a conduit, e.g. the Debtor, i.e. NICOLE L MCCLEARN- SANCHEZ<sup>®</sup>.

**UCC.** In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

## 6.174 420

CITY REGISTRAR



**UNOFFICIAL COPY**

LOT 31 IN GEORGE ROTH'S SUBDIVISION OF BLOCK 17 OF ASSESSOR'S DIVISION OF THE NORTH  
¼ OF THE SOUTHEAST ¼ (EXCEPTING THE EAST 2 CHAINS) OF SECTION 20, TOWNSHIP 39 NORTH,  
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-20-405-031-0000

COMMONLY KNOWN AS: 1710 SOUTH NEWBERRY AVENUE  
CHICAGO, IL 60608

Property of Cook County Clerk's Office