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Volodymyr: Dziurma (without prejudice) certified mail number
c/o 5925 Meadow Lane (non domestic)
Lisle [60532] Illinois



RELEASE (Doc # 0831934050), (Doc # 0834431081)

Doc#: 0902839018 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/28/2009 11:23 AM Pg: 1 of 9

BURKE & WHITE, P.C.
ATTENTION: DEBT COLLECTOR AGENT
5330 MAIN STREET, SUITE 200
DOWNERS GROVE [60515] ILLINOIS

Attn: Karen A. White, DEBT COLLECTOR:

Please note for your files regarding Case/Loan No.: 938506099-1 your putative validation as per the attached letter is sufficient under the Fair Debt Collection Practices Act if it is free of fraud. ***You are now committing Criminal Trespass.*** You have failed to confirm our request for validation in full, this is prima facie evidence that BURKE & WHITE is in fact a racketeer influenced, corrupt business organization, now ***Violating Multiple Federal Laws.***

As soon as practical and reasonable suit will be filed against BURKE & WHITE the objectives of a federal district court order dissolving BURKE & WHITE and compensating all who have been similarly deranged by BURKE & WHITE treble damages.

BURKE & WHITE can mitigate the "RICO" suit by affirming in writing and under penalty of perjury/commercial liability that BURKE & WHITE demands to us to pay BURKE & WHITE money is a mistake of fact.

A "mortgage" is not a contract just as the Constitution is not a contract. ***A Contract requires two (2) or more parties (Offeror and Offeree) who, at the time of its execution or adoption, covenanted to be bound by it as evidenced by the signature(s).***

The practiced pattern of the "mortgage" lending industry, and their well publicized activities, proves beyond a shadow of a doubt, that: (1) every "Mortgage Lender" did intentionally obtain their customer's Promissory Notes, by non-disclosure, concealment and suppression of the material fact; (2) that the mortgage lender was not risking any of their own assets in the transaction and, (3) that the "Lender" did intentionally obtain their customer's notes by concerted action, which would accomplish the unlawful things described herein, with full knowledge of the end results of their individual participation. Every "Mortgage Lender" would be charged with fraud, larceny and conspiracy to defraud (RICO). I will explain:

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A "Mortgage Lender" is not a party to a mortgage under the laws of contract. No agent/principal for the mortgage lender will (has) sign (signed) a mortgage contract. The reason for the missing signature is because the agent/principal is fully aware that the "mortgage lender" is (has) not tendering (tendered) any consideration in the transaction. Therefore, having provided no consideration and having given no indication of any desire to participate as a party to the contract by signing the contract, neither the mortgage lender nor any other third party who may acquire the mortgage, has any legal authority to impose the terms of the mortgage. The contract fails for lack of consideration.

There is no power of attorney in the mortgage granting the mortgage lender the legal right to use the individual's Promissory Note for the mortgage lender's personal financial gain, without compensating the maker of the note. There is no written granted authority, or disclosure in the mortgage for the mortgage lender, or any other party, to "pool," "encumber," "pledge," "hypothecate," or "trade" the individual Promissory Note on the secondary market where all trades are cleared by the Federal Reserve and are trades "off the books" without compensating the maker.

The makers of the note in the mortgage "contract," have made no appointment of representative status to any agent/principal of the mortgage lender. After obtaining the note, the non-authorized actions of the mortgage lender concerning the individual Promissory Note creates implied obligations for the maker to undisclosed and unknown parties to the original transaction.

If the mortgage were a contract, then the mortgage lender would have had to tender consideration and possess the original unmarked and unaltered note in order to sell the note or enforce the contract. Otherwise the contract is "voidable."

When the "mortgage lender" obtains the customer's Promissory Note without consideration, they have committed an act of "Constructive Fraud" by acts of concealment of material facts. These acts of concealment of material facts establish a Breach of Contract, since the mortgage lender has a legal duty to act in good faith and disclose all material facts relative to the transaction.

Having obtained the customer's Promissory Note by Constructive Fraud, the mortgage lender is not justified by "implied consent" to enforce the contract, as that consent, implied or otherwise, cannot be given under a cloud of non-disclosure, concealment and suppression of material facts, or a state of duress. Do you think the bank holds the moral position here?

If the sovereign has the rights of sovereignty over himself/herself and his/her property, then each is capable of entering into a social contract. But by the use of mortgage, those who are sovereign are deceived into use by privilege, of what they think they possess by right. *A privilege is granted by an authority, whereas a right is a natural heritage implying ownership. Because the 14th Amendment to the Constitution has placed the sovereign under the protection of the United States CORPORATION which*

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administers the District of Columbia and all other Federal territories and possessions, the mortgage lender, the lawyer and the judge take advantage of the Sovereign under the undisclosed concept that the individual is a perpetual child who is incompetent, a ward of the State, and not legally capable of entering into ANY contract, while yet attempting to enforcing an implied contract.

But, a contract creates the law. Therefore, a contract is a living body of law and is an agreement made between living people. When a contract's sponsors and promoters reduce to a document words and terms that convey privileges and authority which those sponsors and promoters have no right or lack the capacity to convey, it is illegal.

Since we did not hear from BURKE & WHITE confirming that, after a careful search, we are not indebted to "STATE BANK OF COUNTRYSIDE." in a sum of \$848,000.00 we have reasonably concluded that BURKE & WHITE has acknowledged our right to seek judicial remedy under: Title 18 CHAPTER 96 [18 U.S.C. §1957(f) (1)(2)(3)]... [18 U.S.C. §1962]..[18 U.S.C. §1963]...[18 U.S.C. §1964], Title 18 CHAPTER 63 [18 U.S.C. §1341]...[18 U.S.C. §1344]..[18 U.S.C. §1346]..[18 U.S.C. §1348].. [18 U.S.C. §1349]..[18 U.S.C. §1350(c)(1)(2)], along with.

§ 1962. Prohibited activities (a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. A purchase of securities on the open market for purposes of investment, and without the intention of controlling or participating in the control of the issuer, or of assisting another to do so, shall not be unlawful under this subsection if the securities of the issuer held by the purchaser, the members of his immediate family, and his or their accomplices in any pattern or racketeering activity or the collection of an unlawful debt after such purchase do not amount in the aggregate to one percent of the outstanding securities of any one class, and do not confer, either in law or in fact, the power to elect one or more directors of the issuer. (b) It shall be unlawful for any person through a pattern of racketeering activity or through collection of an unlawful debt to acquire or maintain, directly or

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indirectly, any interest in or control of any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

(c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity or collection of unlawful debt.

(d) It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

§ 1964. Civil remedies (a) The district courts of the United States shall have jurisdiction to prevent and restrain violations of section 1962 of this chapter by issuing appropriate orders, including but not limited to: ordering any person to divest himself of any interest, direct or indirect, in any enterprise; imposing reasonable restrictions on the future activities or investments of any person, including, but not limited to, prohibiting any person from engaging in the same type of endeavor as the enterprise engaged in, the activities of which affect interstate or foreign commerce; or ordering dissolution or reorganization of any enterprise, making due provision for the rights of innocent persons.

(b) The Attorney General may institute proceedings under this section. Pending final determination thereof, the court may at any time enter such restraining orders or prohibitions, or take such other actions, including the acceptance of satisfactory performance bonds, as it shall deem proper. (c) Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fee, except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962. The exception contained in the preceding sentence does not apply to an action against any person that is criminally convicted in connection with the fraud, in which case the statute of limitations shall start to run on the date on which the conviction becomes final. (d) A final judgment or decree rendered in favor of the United States in any criminal proceeding brought by the United States under this chapter shall estop the defendant from denying the essential allegations of the criminal offense in any subsequent civil proceeding brought by the United States.

§ 811. Legal actions by debt collectors (a) Any debt collector who brings any legal action on a debt against any consumer shall—(b) Nothing in this title shall be construed to authorize the bringing of legal actions by debt collectors.

§ 807. False or misleading representations: A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: (1) The false representation or implication that the debt collector is vouched for, bonded by, or affiliated with the United States or any State, including the use of any badge, uniform, or facsimile thereof. (2) The false representation of—(A) the character, amount, or legal status of any debt; or (B) any services rendered or

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compensation which may be lawfully received by any debt collector for the collection of a debt. (5) The threat to take any action that cannot legally be taken or that is not intended to be taken. (9) The use or distribution of any written communication which simulates or is falsely represented to be a document authorized, issued, or approved by any court, official, or agency of the United States or any State, or which creates a false impression as to its source, authorization, or approval. (13) The false representation or implication that documents are legal process. (14) The use of any business, company, or organization name other than the true name of the debt collector's business, company, or organization.

§ 809. Validation of debts (a) Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—(e) The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by the Internal Revenue Code of 1986, title V of Gramm-Leach-Bliley Act, or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section

This is the only superseding communication you will receive prior to suit.

Sincerely, **Volodymyr: Dziuma**

January 27, 2009

Cook County Clerk's Office

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It is not now, nor has it ever been my/our intention to avoid paying any obligation that I/we lawfully owe. In order that I/we can make arrangements to pay an obligation which I/we may owe, please document and verify the "debt" by complying in good faith with this request for validation and notice that I/we have disputed all of the alleged debt (the alleged debt has been fully discharged).

1. You have not furnished a copy of the original contract or member agreement redacting my/our social security number(s) to prevent identify theft and state under penalty of perjury/your commercial liability that your client named above is the present holder in due course of the contract for consumer debt and will produce **the original** for my/our own and a judge's inspection should there be a trial to contest these matters (as *the holder in due course, I/we request validation whether you the presenter of the "claim" had/has the proper authority, the Order, to make the claim in the first place, please provide the Order.*)

2. You have not produced the account and general ledger statements/books showing the full accounting of the alleged obligation that you were attempting to collect under penalty of perjury/your commercial liability. Please note that an affidavit which references extrinsic materials can only incorporate the extrinsic materials by reference if the affiant is the party who prepared the extrinsic materials and the extrinsic materials are attached to the affidavit and are signed and dated.

3. You have not identified by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt/under penalty of perjury/your commercial liability.

4. You have not verified under penalty of perjury/your commercial liability, that as a debt collector, you have not purchased evidence of debt and are proceeding with collection activity in the name of the original maker of the contract for debt. That you are aware as a debt collector you cannot bring a claim?

5. You have not verified under penalty of perjury/your commercial liability that you know and understand that certain clauses in a contract of adhesion, such as a so-called *forum selection clause*, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.

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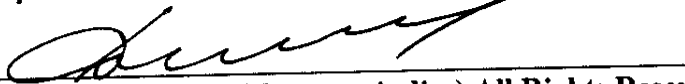
6. You have not verified under penalty of perjury/your commercial liability that you know and understand that credit card contracts are a series of continuing offers to contract and as such are non-transferable.

7. You have not provided verification from the stated creditor that you are authorized to act for them, also you have not provided an invoice of the alleged amount owed (under penalty of perjury/your commercial liability). *(a request is made here for the bookkeeping records showing where the funds in question were assigned. I/we am/are requesting the Fiduciary Tax Estimate and the Fiduciary Tax Return for this claim. If there is no record of the Fiduciary Tax Estimate and the Fiduciary Tax Return, I/we request the individual tax estimates and individual tax returns to determine if there is delinquency.)*

8. You have not verified that you know and understand that contacting me/us again after receipt of this notice **without providing procedurally proper validation** of the debt (or providing an invoice of the alleged debt, under penalty of perjury/your commercial liability) constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false, with the intention that others rely on the written communication to their detriment.

9. **Since no verified rebuttal of this Notice has been made in a timely manner (22 days have passed) this Notice will serve as a Judgment against you. This notice will also serve as the document to release/remove/abate/vacate (with full power of attorney) consent/agreement by means of silence with any and all claims and/or violations herein-stated. There was no rebuttal done in the form of an Affidavit of Truth that rebutted point-for-point. Which would have been SWORN TESTIMONY signed by at least two witnesses.**

We request the account be properly adjusted



Volodymyr: Dziurma (without prejudice) All Rights Reserved

January 27, 2009

CC to: Consumer Response Center
Federal Trade Commission
Washington, D.C. 20580

CC: BURKE & WHITE, P.C.
ATTENTION: DEBT COLLECTOR AGENT
5330 MAIN STREET, SUITE 200
DOWNERS GROVE [60515] ILLINOIS



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Affidavit

I, **Volodymyr: Dziuma**, of age and competent to testify, state the facts contained herein are true, correct, complete and not misleading to the best of my/our personal knowledge:

1. There is no document(s) that shows that "STATE BANK OF COUNTRYSIDE" has validated the alleged "debt" 15 USC 1692G (b). Debt collection activity must cease if the debt is disputed. Failure to notice the alleged debtor of their due process rights or failure to cease collection activity until timely validation "voids any legal proceedings" THESE LEGAL PROCEEDINGS HAVE BEEN VOIDED FOR FAILURE TO VALIDATE THE ALLEGED DEBT.

2. There is no document that shows that we have a contract with STATE BANK OF COUNTRYSIDE.

3. There is no document that establishes that we owe STATE BANK OF COUNTRYSIDE money.

4. We are not in receipt of any document that verifies that STATE BANK OF COUNTRYSIDE authorized this action or is even aware of it.

5. Please be advised these facts are not in dispute STATE BANK OF COUNTRYSIDE/BURKE & WHITE are now violating Federal Laws and are committing criminal trespass

Volodymyr: Dziuma (without prejudice)

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STATE OF ILLINOIS
COUNTY OF COOK

INDIVIDUAL ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for said County and State on this 27th day of January, 2009, personally appeared **Volodymyr: Dziuma** to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her free and voluntary act.

Given under my hand and seal the day and year last above written.

My commission expires 08-24-2009



Notary Public

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LOT 24 IN BLOCK 1 IN WATRISS SUBDIVISION OF THE SOUTH ½ OF THE
NORTH WEST ¼ OF THE SOUTH EAST ¼ OF SECTION 1, TOWNSHIP 39
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE
EAST 115 FEET THEREOF) IN COOK COUNTY, ILLINOIS PIN 16-01-408-006-0000

C/K/A 1045 North California Chicago, Illinois 60622

Property of Cook County Clerk's Office