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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 02/06/2009 12:36 PM Pg: 1 of 7

Property of Cook County Clerk's Office

**Khalfani**

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## Affidavit of Obligation Commercial Lien

Amount of Lien - \$110,797,056.00

**Parties:**

:Khalfani- E: Nyela, LIEN CREDITOR,  
c/o Teresa Reed, Notary Witness  
6011 North Kenmore Avenue #514  
Chicago, Illinois 60660

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Chicago Transit Authority, Lien Debtor(s)  
567 West Lake Street  
Chicago, Illinois 60661-1498 USA

Kent S. Ray, dba, KENT S. FAY, LABOR, POLICY AND APPEALS  
567 West Lake Street, Chicago, Illinois 60661-1498 USA

David Schaeffer, dba, DAVID SCHAEFFER, TRANSPORTATION MANAGER, CHICAGO  
AVENUE GARAGE  
642 North Pulaski Road, Chicago, Illinois 60624-1059 USA

Willie Everett, dba, WILLIE EVERETT, TRANSPORTATION MANAGER 2, CHICAGO  
AVENUE GARAGE  
642 North Pulaski Road, Chicago, Illinois 60624-1059 USA

Joseph Fitzgerald, dba, JOSEPH FITZGERALD, GENERAL MANAGER, CHICAGO  
AVENUE GARAGE  
642 North Pulaski Road, Chicago, Illinois 60624-1059 USA

Amount of lien jointly and severally for Lien Debtor's above: ..... \$110,797,056.00

**Allegations:**

Allegations arise from the conduct of Joseph Fitzgerald, officially and individually, Kent S. Ray, officially and individually, Willie Everett, officially and individually, and David Schaeffer, officially and individually.

:Khalfani-E: Nyela (hereafter Libelant or Affiant) having personal first hand knowledge of certain facts relevant to matters of Chicago Transit Authority, as well as, Joseph Fitzgerald, Kent S. Ray, Willie Everett, and David Schaeffer [hereafter Libellee(s)], hereby states:

1. The record shows that a valid contract does not exist, nor ever did exist, that requires Libelant to render recompense in any measure, or amount, to Libellee(s).

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2. The record shows that CHICAGO TRANSIT AUTHORITY and/or JOSEPH FITZGERALD and/or KENT S. RAY and/or WILLIE EVERETT and/or DAVID SCHAEFFER is not the Holder in Due Course of any commercial instrument wherein Libelant is liable.
3. The record shows that Libelee(s) has not provided, an amount for cure, a means of redemption, or an amount for payoff and thereby Libelant is denied an opportunity to cure and a remedy.
4. The record shows that KENT S. RAY mailed a notice dated December 23, 2008 from CHICAGO TRANSIT AUTHORITY, sent to Libelant is defective and does not contain any Verified amounts for cure, redemption and payoff and is therefore a COUNTERFEIT SECURITY.
5. The record shows that International Commercial Claim RE264914196US when completed did settle all matters and any controversy between the parties and did constitute an agreement between the parties and does constitute a valid security agreement and can therefore be scheduled on an appropriate UCC form.
6. The record shows that that International Commercial Claim RE264914196US does constitute an agreement between the parties for a commercial lien to issue and perfection by attachment can occur and is granted and as stipulated.
7. The record shows that in part Libelant's remedy is provided within the Supplemental Rules of Admiralty, wherein it is shown that the remedy to a hostile presentment, which is a criminal scienter act, is to file a Certificate of Exigency with the Clerk of the Court/Warrant Officer, who is then compelled by law to issue warrants for the arrest of any and all offenders.
8. The record shows that that Libelee did accept(s), concur(s) and agree(s) to all statements and claims made in International Commercial Claim RE264914196US by Libelant, by simply remaining silent pursuant to 5 U.S.C. 556(d).
9. The record shows that Libelee did accept(s), concur(s) and agree(s) that Libelant has exhausted all of Libelant's Administrative Remedies via International Commercial Claim RE264914196US wherein all parties are in agreement either by negotiation, tacit agreement or by Doctrine of Laches.
10. The record shows that Libelee did accept(s), concur(s) and agree(s) that by Libelee's silence, Libelee gave limited power of attorney to sign for and execute for Libelee regarding the perfected International Commercial Claim RE264914196US by Tacit Procuration pursuant to Title 5 United States Code 556(d).
11. The record shows that Libelant's private use of copyrighted statutes and case law for International Commercial Claim RE264914196US constitutes a public commercial liability for the use of said copyrighted property.

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12. The record shows that International Commercial Claim RE264914196US, completed by Certificate of Non-Response, settled all matters and any controversy between the parties and constitutes an agreement between the parties and constitutes a valid security agreement that will be scheduled and recorded on an appropriate UCC form.
13. The record shows that International Commercial Claim RE264914196US, when completed by Certificate of Non-Response, signed by a notary, settled all matters and any controversy between the parties and does constitute admissions by all Libelee(s) by due process.
14. The record shows that the ADMISSIONS contained in International Commercial Claim RE264914196US is the only RECORD, and stands as truth in commerce.
15. The record shows that the ADMISSIONS contained in International Commercial Claim RE264914196US is the only RECORD, as stated and stands as truth in commerce and is deemed a quieting of title, and that no claim superior to that of Libelant exists to the subject property.

**Ledgering:** Ledgering for the violations of the contract and for torts against Lien Creditor by lien debtors, are limited to actual damages plus three times compensatory. The specific violations of the contract or tort are listed below.

### PRESENTER

(COPY FROM FINAL TRUE BILL)

Libelee: CHICAGO TRANSIT AUTHORITY

1. Amount owed per True Bill and Default – Certified 11/20/08	\$16,000.00
2. Amount owed for defamation and disparagement	\$2,000,000.00
3. Amount owed for having to respond to presentment	\$40,000.00
4. Amount owed for punitive damages \$514,000.00 x 200 =	<u>\$102,800,000.00</u>
TOTAL Presenter	\$104,856,000.00

Libelee(s): DAVID SCHAEFFER, WILLIE EVERETT, JOSEPH FITZGERALD, and KENT S. RAY

1. Tort – Interference with :Khalfani-E: Nyela’s Contract	\$200,000.00
2. Amount owed for defamation and disparagement	\$2,000,000.00
3. Amount owed for coerced involuntary servitude	\$1,565,056.00
4. Amount owed for having to respond to presentment	\$120,000.00
5. Amount owed for using mail to utter a counterfeit security \$514,000.00 x 4 =	<u>\$2,056,000.00</u>
<b>TOTAL LIBELEEE(S):</b>	<b>\$5,941,056.00</b>

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**SUM CERTAIN FOR STATEMENT AND TRUE BILL- CHICAGO TRANSIT AUTHORITY**  
One Hundred Four Million Eight Hundred Fifty Six Thousand and no/100 dollars (\$104,856,000.00)  
as of January 9, 2009

**SUM CERTAIN FOR STATEMENT AND TRUE BILL- DAVID SCHAEFFER**  
Two Hundred Forty Thousand and no/100 dollars (\$240,000.00)  
as of January 9, 2009

**SUM CERTAIN FOR STATEMENT AND TRUE BILL- WILLIE EVERETT**  
One Million Four Hundred Thirteen Thousand Nine Hundred Six and no/100 dollars  
(\$1,413,906.00)  
as of January 9, 2009

**SUM CERTAIN FOR STATEMENT AND TRUE BILL- JOSEPH FITZGERALD**  
Two Million Six Hundred Thirty One Thousand Three Hundred Two and no/100 dollars  
(\$2,631,302.00)  
as of January 9, 2009

**SUM CERTAIN FOR STATEMENT AND TRUE BILL- KENT S. RAY**  
Two Million Fifty Six Thousand and no/100 dollars (\$2,056,000.00)  
as of January 9, 2009

**Surety:** The above amounts are due in Functional Currency of the United States. The surety/property utilized to guarantee the payment of this commercial lien is the operational/commercial bonds if any of each of the Lien Debtors. If the bond(s) of the Lien Debtors is/are insufficient for coverage the payment(s) the assets of the Lien Debtor(s) will be utilized as follows: all the real and moveable property and bank and savings accounts and of the Lien Debtors except wedding rings, keepsakes, family photographs, diaries, journals, etc., and the property normally exempt in the lien process (includes survival provisions).

**Proof of Allegations:** See also, NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ab initio ADMINISTRATIVE REMEDY File # RE264914196US.

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## NOTICE OF MAXIMS

**All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.**

- Truth as a valid statement of reality is sovereign in commerce.
- An un-rebutted affidavit stands as truth in commerce.
- An un-rebutted affidavit is acted upon as the judgment in commerce.
- Guaranteed—All men shall have a remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one may create a remedy for themselves and endow it with credibility by expressing it in their affidavit. (Ignorance of the law might be an excuse, but it is not a valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law.)
- All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses; hence, governments cannot exercise the power to expunge commercial processes.
- The Legitimate Political Power of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard, because no Bond means no responsibility, means no power of Official signature, means no real corporate political power, means no privilege to operate statutes as the corporate vehicle.
- The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not a responsible substitute for a Bond
- Municipal corporations which include cities, counties, states and national governments have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).
- In commerce, it is a felony for the Officer of a Political/Public Office to not receive and report a Claim to its Bonding Company, and it is a felony for the agent of a Bonding Company to not pay the Claim.
- If a Bonding Company does not get a malfessant public official prosecuted for criminal malpractice within sixty (60) days then it must pay the full face value of a defaulted Lien process (at 90 days).
- Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.
- Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation, hence must be reinforced by a Commercial Affidavit and a Commercial Liability Bond.
- A foreclosure by a summary judgment (non-jury) without a commercial bond is a violation of commercial law.
- Governments cannot make un-bonded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without suspending commerce by a general declaration of martial law.
- It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of or without the Court.
- An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.
- An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment) and rescue is a felony
- It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien.

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- Only the Lien Claimant or a Jury can dissolve a commercial lien.
- Notice to agent is notice to principal; notice to principal is notice to agent.

**PUBLIC HAZARD BONDING OF CORPORATE AGENTS** All officials (including officers of the court) are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is prim-a-facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

I, :Khalfani-E: Nyela, certify on my own commercial liability that I have read the above and I have grounds and do believe that the above acts were committed contrary to law and in violation of the contract and to the best of my knowledge and recollection it is true, correct, and complete, and not misleading, the truth, the whole truth, and nothing but the truth.

*Big Khalfani E. Nyela Affiant*

:Khalfani E. Nyela, Affiant  
c/o Teresa Reed, Notary Witness  
6011 North Kenmore Avenue #514  
Chicago, Illinois 60660  
United States of America

Illinois state )  
Cook county ) ss

The above named Affiant, appeared before me, a Notary, subscribed, sworn under oath this 4<sup>th</sup> day of February, 2009.

*Teresa G. Reed*  
Notary

SEAL

