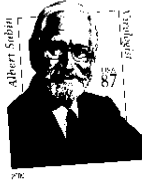


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0918931123

Doc#: 0918931123 Fee: \$68.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/08/2009 12:30 PM Pg: 1 of 17

Volodymyr: dziuma©, Injured Third Party Intervener ("without prejudice")  
c/o 5925 Meadow Drive (non-domestic)  
[60532] Lisle (outside the U.S.)  
Illinois Republic

Cook County  
The State Of Illinois  
United States Of America 1776 AD

(district court for the United States) circuit court of cook county, illinois county department-chancery division  
(In Care of THE UNITED STATES DISTRICT COURT DISTRICT OF Illinois) THE CIRCUIT COURT OF  
COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT -CHANCERY DIVISION

VOLODYMYR DZIUMA©,  
Sramineus Homo,  
US VESSEL.  
Within the Admiralty  
Libellant

V.

William M Wheeler, US Vessels  
Executive Vice President  
STATE BANK OF C.  
US Vessels AND  
DOES, ROES & MOES 1-100, et al  
Libellees

Volodymyr: dziuma©,  
Lien Holder of the Vessel, the Real Party  
In Interest, Lawful Man  
Injured Third Party Intervener/Petitioner  
/Libellant

V.

WILLIAM M WHEELER, US Vessel  
Executive Vice President  
STATE BANK OF COUNTRYSIDE  
US Vessel And  
DOES, ROES, and MOES 1 -100 et al  
US VESSELS  
INDIVIDUALLY AND SEVERALLY  
Third Party Defendants/Libellees

) File No, 08-CH 42771

)  
) **WITHIN THE ADMIRALTY**  
) **COMMERCIAL NOTICE OF AMENDED**  
) **PETITION AND COMPLAINT WITHIN THE**  
) **ADMIRALTY PURSUANT TO RCP # 3 AND**  
) **# 4 FOR THE PETITION FOR AGREEMENT**  
) **AND HARMONY IN THE NATURE OF A**  
) **NOTICE OF INTERNATIONAL**  
) **COMMERCIAL CLAIM WITHIN THE**  
) **ADMIRALTY ADMINISTRATIVE REMEDY**  
) **AND LITEL OF REVIEW AND ENTRY OF**  
) **THE CONCLUSIVE EVIDENCE FOR**  
) **SETTLEMENT AND CLOSURE OF THE**  
) **ESCROW BY COMMERCIAL AFFIDAVIT/**  
) **PLEADING IN FACT AND POINTS AND**  
) **MEMORANDUM OF LAW**

Property of Cook County Clerk's Office

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COMMERCIAL AFFIDAVIT IN FACT FOR AND ON THE RECORD:

THE COURT TAKES JUDICIAL NOTICE WITHIN THE ADMIRALTY OF THE SUM CERTAIN OF THE FACTS AND STATEMENTS HEREIN

#1. COMES NOW THE INJURED THIRD PARTY  
INTERVENOR/LIBELLANT By

Restricted Appearance pursuant to Special Procedures in Admiralty E (8) and at no time waives any protections within the Admiralty.

JURISDICTION

#2. This Court is an Admiralty Court and the injured third party petitioner/libellant, intervener sets this action and files this action with the Court Clerk "within the admiralty" pursuant to Special Procedures in Admiralty #Rule E(8), and is appearing in Restricted Appearance IN FACT and that;

#3. All Court Officers are not immune "within the Admiralty" and are accountable for their actions pursuant to The FOREIGN SOVEREIGN IMMUNITY ACT 28 U.S.C. § 1605. Any foreign sovereigns are liable for damages while doing business in the United States. This provision has application since the foreign sovereign – the judges, clerks, etc. – operate on the behalf of a defacto foreign fiction government. Officials are liable for the damages that they commit while doing business in the country IN FACT and that;

#4. This third party action is filed pursuant to 28 U.S.C. §1333 and/or §1337 IN FACT and that;

#5. This court is open for admiralty issues and in this instant action it is a debt obligation and insurable interests that are issues in admiralty IN FACT and that;

#6. This court is authorized in Admiralty ab initio 1789 see 5: Stat. 516, Chapter 188 §: 5 with enactment date August/23/1842 with the authority of the act of September/24/1789: Chapter 20 IN FACT and that;

#7. This action of the injured third party petitioner/libellant, intervener is protected pursuant to The Suits in Admiralty Act, 46 U.S.A. Codes, Appendix, Chapter 20 §§ 742-749 IN FACT and that;

#8. THE SUITS IN ADMIRALTY ACT is a law where the United States and its co-parties specifically waives its immunity in three situations: (1), If the Admiralty suit involves a vessel of the United States (Man's body is named in the action), (U.S. citizen

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Vessel) (Name in all upper case of the vessel) and (2), Cases that involve cargo belonging to the U.S. and its co-parties. Within the context of this instant action, when the cargo [the paperwork, or lawsuit] of the United States and its co-parties harms us, the United States gives us a blanket waiver of immunity, or (3), if the United States could be sued in the Admiralty if it were a private party, if we are going into an international jurisdiction, (a set aside, fenced territory) every time we go into the Court, we are entitled to sue the United States and its co-parties in the Admiralty as if it were a private party. The cargo is the docket file and the lawsuit and Clerks/Warrant Officers and Judges/Masters are not immune if the cargo is not directed into the Admiralty Court IN FACT and that;

#9. In this instant action all parties are U.S. VESSELS and fit the legal definition of a U.S. Vessel IN FACT and that;

#10. The Court Officers/ Master/ Mariners are liable if they mislead/mis-deliver this action into the wrong Court and the law provides for criminal penalties for compliance failures IN FACT and that;

#11. The Public Vessels Act is applied in this instant action and waives the Court Officer's Immunities pursuant to Title 46 U.S.C. Ch. 22 § 781 and The Bills of Lading Act, Title 49 U.S.C., Ch. 147 § 14709, Title 49 U.S.C. Chapter 801 § 80113 IN FACT and that;

#12. The cargo is shipped via the U.S. Postal Service and all parties are subject to the Postal Codes in this instant action IN FACT and that;

#13. The Bills of Lading Act includes a criminal penalty because the losses suffered by the customers of the shippers can be very great. I use a Bill of Lading/Petition/Complaint in all of my lawsuits. This presentment fits the criteria for a Bill of Lading, meeting all the facts enclosed in any Bill of Lading. The Bill of Lading describes the cargo (the lawsuit), and tells the Court Clerk to carry the suit into the Admiralty Jurisdiction of the Court. The Clerk is a PUBLIC VESSEL and the CARRIER, being a vessel of the United States and its co-parties. This Bill of Lading identifies the cargo as the lawsuit, by describing the suit's postal registry number, which is Registered Mail #RB 453 653 708 US, which is placed on the front page, and by describing the paperwork as having an American flag on the front page of the paperwork.

#14. The Bill of Lading creates a liability for which the damaged party can recover in a suit if the documents are diverted into another venue. If a carrier is found wanting in due diligence concerning the delivery of the cargo, the liability attaches at the time of the diversion of the documents. The Bill of Lading therefore takes away the immunity of Clerks/Warrant Officers and Judges/Masters, if the cargo is not delivered into the Admiralty Court, and adds criminal penalties for compliance failures. Title 49 U.S.C., Ch. 801 § 80116 IN FACT and that;

#15. The Admiralty Extension Act, Title 46 U.S.A. Appendix, Ch 19-A § 740, extends the admiralty jurisdiction inland. All states by law have access to the sea.

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Therefore any land locked country has an easement, so to speak, across other countries in order to get to the sea. All states have an admiralty jurisdiction in all of their courts IN FACT and that;

## RESTRICTIONS

#1. The Third Party Libellee/Defendants are estopped by the “DOCTRINES OF ESTOPPEL” by “AGREEMENT/CONTRACT” and by “ESTOPPEL BY ACQUIESCENCE”.

The Third Party Libellees/Defendants are forever barred from arguing and controverting the issues of the “CONTRACT/CLAIMS” and are bound strictly in their prove up of their response by Affidavit, point for point, under their unlimited liability Commercial Oath and Verification, “within the Admiralty”. Failure in confining their position and submissions, oral or written, before this court finds them in Commercial Trespass and Breach of their Contract. This AGREEMENT/ CONTRACT is protected pursuant to US Constitution, Article I Section 10, and the D.C. Codes in regarding “THE IMPAIRMENT OF CONTRACTS”.

#2. The Third Party Libellees/Defendants have received Notice of Default, and therefore, should they make a hostile presentment before this court, written or oral, are subject to the provisions of F.R.C.P. RULE 9(h), leading to the Supplements of the Rules of Admiralty, which provides for those who are found in Trespass after a Default are subject to a Certificate of Exigency, which is filed with the Clerk of the Court/Warrant Officer, for an immediate warrant for their arrest.

## FACTS

#1. The injured third party petitioner/libellant, intervener exhausts the Administrative Remedies and serves the third party Libellees, et al. a Petition for Agreement and Harmony in the nature of a NOTICE OF INTERNATIONAL COMMERCIAL CLAIM ADMINISTRATIVE REMEDY File # by Certified Mail on or before October 28, 2008 IN FACT and that;

#2. On or before October 28, 2008, a NOTICE OF FAULT – OPPORTUNITY TO CURE IS SERVED BY Certified Mail upon the Libellees et al. IN FACT and that;

#3. On or before October 28, 2008, a NOTICE OF DEFAULT is served by certified Mail upon the Libellees, IN FACT and that;

#4. On October 28, 2008, a NOTICE OF NON-RESPONSE is signed and sealed by a Court Officer Notary IN FACT and that;

#5. The October 28, 2008, IN FACT and that;

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#6. The SECOND NOTICE FOR DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW-NOTICE OF FAULT-OPPORTUNITY TO CURE is served on October 28, 2008 IN FACT and that;

#7. The CONTRACTUAL AND FINAL NOTICE OF DEMAND AND SETTLEMENT FOR CLOSING OF THE ESCROW is served on December 22, 2008 IN FACT and that;

#8. The NOTICE OF NOTARIAL PROTEST is signed by the Notary and mailed by Certified Mail # 7008 0150 0000 1264 5041 on December 22, 2008 IN FACT and that;

#9. All parties failed to respond and answer and are in Collateral Estoppel, Tacit Procurator, Stare Decisis, Estoppel by Acquiescence and Res Judicata by Agreement and cannot proceed Administrative or Judicial without committing perjury and causing further injury to the third party libellant IN FACT and that;

#10. The third party libellees can not obtain a dismissal or summary judgment without sworn competent witness testimony and can not do so because they are estopped by their own actions and inactions and any attempts to appear are a hostile presentment before this Court and are further culpable IN FACT and that;

#11. There is no controversy from any party that stands, and this Court is mandated to enforce the Agreement/Contract and grant the relief as sought in the Accounting and True Bill, or they are found in violation of the impairment of contracts pursuant to Article 1, § 10 of the United States Constitution and the D.C. Codes IN FACT and that;

#12. If the court attempts to dismiss the injured third party petitioner/libellant, intervener's claim, it is a VOID JUDGMENT pursuant to FRCP 60 (b)(4) STATEMENTS OF COUNCIL IN BRIEF OR IN ARGUMENT ARE NOT SUFFICIENT FOR A MOTION TO DISMISS OR FOR SUMMARY JUDGMENT Trinsey V. Pagliaro D.C. Pa (1964), 229 F. Supp 647 for lack of subject matter jurisdiction and judicial misconduct and Scienter Criminal Act without immunity IN FACT and that;

#13. Any attempts by anyone to trespass the injured third party petitioner/libellant, intervener's claim Agreement/Contract is committing Criminal Barratry and Piracy on the high seas of Admiralty law IN FACT and that;

#14. The injured third party petitioner/libellant, intervener holds a priority commercial claim against the debtor named **VOLODYMYR DZIUMA**©, Stramineus Homo, A U.S. Vessel by legal definition, and no one has an insurable interest other than the injured third party petitioner/libellant, intervener IN FACT and that;

#15. Because case # 08 CH 42771 is filed on parties within an insolvent state and nation there is an insurance interest issue in this instant action and that Unknown dba STATE BANK OF COUNTRYSIDE, US VESSEL has insured this case and/or bonded under his errors and Omissions Insurance policy; he is found in insurance fraud, mail fraud, wire

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fraud, and conspiracy to commit such, and undue enrichment, fraud, and numerous other Scierter Acts, including, but not limited to, Continuous Torts IN FACT and that;

#16. The risk management for is under notice that there is continuous irreparable harm and damage to the injured third party petitioner/libellant, intervenor and the bonds and insurance in this instant action belong to the injured third party petitioner/libellant, intervenor, and the substitute plaintiff trustee/third party co-Libellee STATE BANK OF COUNTRYSIDE, US VESSEL is the obligated party and does surrender his Public Hazard Bond and risk management of the Libellee by taking such risks in promulgating this instant action in bad faith and fraud and causing an injury in the Public IN FACT and that;

#17. The Third Party Intervenor/Libellant is the Holder in Due Course of the US Vessel and its Trade Name by security agreement and a UCC 1 Financing Statement Doc# 0822510055 filed with the Secretary of State of Illinois.

#18. The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading as though fully incorporated thereof and is found under the heading PETITION FOR AGREEMENT AND HARMONY IN THE NATURE OF A NOTICE OF INTERNATIONAL COMMERCIAL CLAIM WITHIN THE ADMIRALTY ADMINISTRATIVE REMEDY IN FACT and that;

#19. The court takes JUDICIAL NOTICE that the conclusive evidence is entered into evidence before the court attached to this pleading and is found under the heading UCC-1 FINANCING STATEMENT Doc # 0822510055 which is conclusive evidence that the Injured Third Party Intervenor/Libellant is the superior lien holder of the US VESSEL and TRADE NAME registered as **VOLODYMYR DZIUMA**© IN FACT.  
STATEMENTS AND INQUIRES

1. Libellee(s) admits Libellant is not one and the same as any Artificial Legal Fiction entity 14th Amendment person, individual commercial strawman, co party organization and trust created by the State or Federal government.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

2. Libellee(s) admits Libellant is an injured party in this matter and not one in the same as any defendant in any action in any State or Federal case.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE



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3. Libellee(s) admits Libellant is not a beneficiary surety liable party and business partner for any legal fiction entity or number created by any corporation or the federal government, and has never knowingly, willingly, and for certain and fair consideration, ever entered into any contract that would controvert Libellant's claim on non-surety status.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

4. Libellee(s) admits Libellant has a non-privity relationship with all legal fiction entities.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

5. Libellee(s) admits **Volodymyr; dziuma**© has not failed to state a claim upon which relief can be granted as evidenced on the commercial registry at the Illinois Secretary of State in the form of UCC 1 and its amendments.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

6. Libellee(s) admits Libellant is an agent for **VOLODYMYR DZIUMA**©, not a trustee or liable party.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

7. Libellee(s) admits they have never disclosed that fines and penalties are based on his voluntary act to contract and agree that all such contracts are void due to their hidden nature and lack of disclosure.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

8. Libellee(s) admits its Officers and Co-parties are committing SCIENTER ACTS (omitting knowledge) in Bad Faith, Fraud Conspiracy, Undue Enrichment, Aiding and

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Abetting, Willful and Wanton, Irreparable Harm, with Malice and Forethought, Conversion, Commercial War, Commercial Credit Slander and continuous torts.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

9. Libellee(s) admits any immunities, whether Absolute or Limited are not protective in their acts of Bad Faith against **VOLODYMYR DZIUMA**© and that Am Jur 2nd, Volume 17 (A) Clause #298 applies.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

10. Libellee(s) admits any Collateral Attack on this AGREEMENT/CONTRACT is in Bad Faith and attempts to violate U.S. Constitution Article I, Section 10, "THE IMPAIRMENT OF CONTRACTS" and the D.C. Codes.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

11. Libellee(s) admits has never disclosed the nature and cause and conditions of the contracts in commerce that were executed on the Libellant.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

12. Libellee(s) admits injuring Libellant by willfulness, by error, by intent to mislead, by omission, by confusion, by hidden contracts, by solicitation, by creating revenue, by conversion, and by fraud.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

13. Libellee(s) admits the Libellant notices and its co-partners and the Public that by mistake Libellant has moved in good faith to comprehend and remedy a mistake caused



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by his misplaced trust and inability to comprehend the motives of those attempting to contract with **VOLODYMYR DZIUMA**© or **Volodymyr: dziuma**©

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

14. Libellee(s) admits all contracts and agreements and presentments by any and all Government Agent(s), Employees of Government, and Court Officers are expressly induced by Fraud, Coercion, and Extortion upon the Libellant and non-disclosure contracts.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

15. Libellee(s) admits Libellee, Officers have created unsupported commercial documents that were relied upon by third parties to deprive Libellant of property.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

16. Libellee(s) admits no "ANSWER" by legal definition can be provided in any instance neither in part or in whole and that they are found out and have no excuse and no affirmative defense for their Criminal Acts.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

17. Libellee(s) admits Libellee, Officers have used fictitious names on commercial documents to deprive the Libellant of property.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

18. Libellee(s) admits Libellant has no remedy other than contractual and the elements of mistake, non-jurisdiction and acceptance for value.

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ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

19. Libellee(s) admits Libellee, Officers have made false and fraudulent entries into specially coded files such as Customer Transaction Account and that these files are coded for the purpose of preventing the public and Libellant access to their content so that courts of fiction may rely upon as these files as undisputed evidence.

ANSWER [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

20. Libellee(s) admits, Officers have never made a verified claim or signed an Assessment of Claim under penalty of perjury, true, correct, complete and not misleading re: **VOLODYMYR DZIUMA**

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

21. Libellee(s) admits that, it is a fiction and Libellant is a visitor in a court of fiction. Libellant is an actual being of the Creator and is of likeness of character, his law and truth proceeds from the Holy Scriptures which are truth and not inferior to the world of corrupted fiction which has no righteousness in it and is manipulated by those claiming immunity for their acts of confusion, fraud, Scienter Acts and continuous torts

.ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

22. Libellee(s) admits that if the Libellee(s), it's co-parties and officers discover any errors or omissions, legal or otherwise, in or related to this instrument, said agents, officers and co-parties are required to notice the Libellant at the address of the Notary Acceptor only with a point by point description of any such errors and omissions within ten (10) days of receiving this Notice by Certified Mail or forever admit the lawful execution of this Notice as a matter of the public record.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

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23. Libellee(s) admits that if a request for additional time to respond is needed, such request must be received by the Libellant at the address of the Notary Acceptor only within the ten (10) days allotted or be forever barred from contest under the doctrine or maxim of Collateral Estoppel. 5 USC §706

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

24 Libellee(s) admits it is mandatory to place themselves under unlimited liability commercial bank to secure integrity in their responses.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

25. Libellee(s) admits the harm created by their Criminal Acts and Acknowledge that the Sum Certain in the True Bill is correct as presented and is to be paid to the Libellant.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

26. Libellee(s) admits that any stall and delay created by them is conversion of the Sum Certain in the Accounting and True Bill of this Commercial Instrument and the Cleopatra Haslip v. Pacific Mutual Life Insurance Supreme Court standard of four (4) Compensatory and two hundred (200) times Punitive Damages shall prevail contractually.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

27. Libellee(s) admits and agrees that the Accounting and True Bill is true, correct complete and certain following the perfection of this Commercial Instrument.

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

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28. Libellee(s) admits that if and when they answer this Statement and Inquires, your answer will only be valid with your SSN # attached since Libellant is providing the **VOLODYMYR DZIUMA© SSN # [REDACTED] 0-640**

ANSWER: [Admits/Acknowledge if no answer is provided]

THIRD PARTY DEFENDANTS/LIBELLEES ADMIT AND ACKNOWLEDGE IN THE AFFIRMATIVE

ACCOUNTING AND TRUE BILL

Libellant is entitled to return of all funds paid by **VOLODYMYR DZIUMA©** for the years 2007 and 2008 where in Libellant paid monthly payments, plus all late fees and interest fraudulently charged, and \$75.00 per hour for all time spent on all letters to personnel and "Acceptance for Value" paperwork through August 26, 2008.

COMPUTED AS FOLLOWS \$ 848,000.00

\$ 848,000.00

\$ 450.00

\$ 848,450.00 Refund due **VOLODYMYR DZIUMA©**. for years 2007, 2008

Funds fraudulently levied

\$75.00/hour for time spent on documents presented by Libellees plus postage

Sum Certain of Actual Cost Funds

CONVERSION FOR UNAUTHORIZED ACTS AGAINST SECURED PROPERTY

COMPUTED AS FOLLOWS \$848,450.00

x 4

\$3,392,000.00

\$3,392,000.00

x 200

\$ 678,400,000.00

\$ 678,400,000.00

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\$678,400,000.00 Sum Certain of Actual Cost Funds

Rights Violations Compensation Multiplier

Compensatory Damages

Sum Certain of Actual Cost Funds

Punitive Compensation Multiplier

Punitive Damages

Compensatory Damages

Punitive Damages

\$ 678,400,000.00 Total Damages for Conversion

SUM CERTAIN FOR CONVERSION

\$678,400,000.00 as of June 30, 2009

SIX HUNDRED SEVENTY EIGHT MILLION FOUR HUNDRED THOUSAND  
DOLLARS AND NO CENTS

CONCLUSION

1. That the Injured Third Party Intervenor/Libellant is demonstrating to this court that he holds in due course the conclusive evidence perfected in Administrative Law that without a doubt or reservation he is the holder in due course of the CLAIM/AGREEMENT/CONTRACT and holds the BOND pursuant to the Uniform Commercial Code IN FACT and that;

2. The Third Party Defendants/Libellees are failing to state a claim by which relief can be granted pursuant to FRCP 12 (b) (6) IN FACT and that;

3. Failure of this court to enter and execute JUDGMENT BY ESTOPPEL in favor of Injured Third Party Intervenor/Libellant is denial of due process and equal access to justice and creates another injury in the public and enlarges the SUM CERTAIN 4 times compensatory and 200 times punitive IN FACT.

RELIEF SOUGHT

1. That the AGREEMENT/CONTRACT be enforced as the third party/defendants/libellees are in trespass and violation of the

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AGREEMENT/CONTRACT and are failing to state a claim upon which relief can be granted.

2. That the court expunge the files of all actions in court or other actions of at the Cook County Recorder and/or the Illinois Secretary of State of **VOLODYMYR DZIUMA©**, US VESSEL.

3. That the court order a Data Integrity Board and Comptroller of the Currency Investigation pursuant to 5 U.S.C. 552(a)(d) for this instant action.

4. That the Court Clerk/Warrant Officer enforce any Certificates of Exigency for any and all hostile presentments appearing in this court, written or oral, after the default found in the Administrative Law Process, is a Criminal Act, and a Certificate of Exigency will be filed with the warrant officer/court clerk, which mandates a warrant of arrest for all parties now found in criminal acts according to the provisions "within the admiralty."

5. Any other relief deemed appropriate by this Court.

And further Affiant Sayeth Naught

By *[Signature]*, affiant

**Volodymyr: dziuma© ("without prejudice") UCC 1-308 All Rights Reserved**





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## COMMERCIAL OATH AND VERIFICATION

Cook County )

) Commercial Oath and Verification

The State of Illinois )

Libellant, **Volodymyr: dziuma**©, under his Commercial Oath with unlimited liability proceeding in good faith, being of sound mind states that the facts contained herein are true, correct, complete and certain. I speak the truth, the whole truth and nothing but the truth so help me God.

*[Handwritten Signature]*

**Volodymyr: dziuma**©, Creditor Libellant/Affiant ("without prejudice") UCC 1-308  
All Rights Reserved

The State of Illinois )

) ss

Cook County )

Subscribed before me, FRED LEWIS a Notary Public, this 1<sup>ST</sup> day

of July, 2004

*[Handwritten Signature]*

Notary



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## CERTIFICATE OF MAILING

I certify that a True and Correct Copy of the afore document is served upon the following parties by pre-paid

First Class US Mail this \_\_\_\_\_ th day of \_\_\_\_\_ 2009.

Libellee: William W. Wheeler et al,

STATE BANK OF COUNTRYSIDE  
6734 JOLIET ROAD  
COUNTRYSIDE [60525] ILLINOIS

STATE BANK OF COUNTRYSIDE	FINANCIAL CORPORATION
WILLIAM W WHEELER	EXECUTIVE VICE PRESIDENT
MARY ALICE WHEELER	CHAIRMAN OF THE BOARD
THOMAS P BOYLE	PRESIDENT/CEO
EQUIFAX	CORPORATION
EXPERIAN	CORPORATION
TRANSUNION	CORPORATION

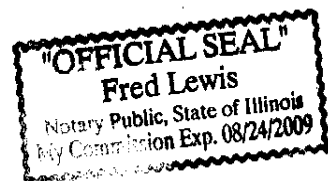
In care of: DOUGLAS E. OLDFIELD, Vice President,

Libellee is additionally subject to postal statutes and the jurisdiction of the Universal Postal Union

*[Signature]* Third Party Intervenor/Libellant

Volodymyr: dziuma© ("without prejudice") UCC 1-308 All Rights Reserved

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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