

UNOFFICIAL COPY



0929657001

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Doc#: 0929657001 Fee: \$106.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/23/2009 09:06 AM Pg: 1 of 35

A. NAME & PHONE OF CONTACT AT FILER [optional] Nazmi Abdelhamid: Yousef
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Nazmi Abdelhamid: Yousef (without prejudice) c/o 8200 S. Luna (non-domestic) Burbank [60459] Illinois

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 UNITED NATIONS, UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 207 STATE HOUSE		CITY SPRINGFIELD	STATE IL	POSTAL CODE 62706
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION FEDERAL
				1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> 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 NAZMI A YOUSEF				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 207 STATE HOUSE		CITY SPRINGFIELD	STATE IL	POSTAL CODE 62706
2d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION CORPORATION	2f. JURISDICTION OF ORGANIZATION FEDERAL
				2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME Yousef		FIRST NAME Nazmi	MIDDLE NAME Abdelhamid	SUFFIX
3c. MAILING ADDRESS 8200 South Luna Avenue		CITY Burbank	STATE IL	POSTAL CODE 60459
			COUNTRY 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 Naturalization No. 12761638 (CTS Registration No. A23142842); 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 released 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.

YOUSEF, NAZMI ABDELHAMID, ORGANIZATION/TRADE NAME/TRADEMARK - DEBTOR

5. ALTERNATIVE DESIGNATION [if applicable]:	<input checked="" type="checkbox"/> LESSEE/LESSOR	<input checked="" type="checkbox"/> CONSIGNEE/CONSIGNOR	<input checked="" type="checkbox"/> BAILEE/BAILOBR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Acknowledgment [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] (ADDITIONAL FEE)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			

8. OPTIONAL FILER REFERENCE DATA
Secured Party: Nazmi A: Yousef

UNOFFICIAL COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME

UNITED NATIONS, UNITED STATES, STATE OF ILLINOIS, COUNTY

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. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

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 fixture 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

Recording Requested By:
Nazmi-Abdelhamid: Yousef

After Recording, Return To:
Nazmi-Abdelhamid of the Yousef family
c/ Non-Domestic (DMSM A010.1.2d),
Foreign Mail near: 8200 S. Luna
city of Burbank, Illinois republic
Without the US

DEED OF SECONDARY CONVEYANCE OF INCORPOREAL HEREDITAMENTS
AN AUTHENTICATED FOREIGN DOCUMENT
HAGUE CONVENTION, 5 OCTOBER 1961

PUBLIC NOTICE,
DECLARATIONS,
AND
LAWFUL PROTEST

THE LAW DOES NOT PERMIT IMPOSSIBILITIES

Cook county)
)
Illinois republic)
)
united States of America)

Asseveration

L.S. Nazmi A. Yousef
Signed only in correct sovereign capacity
As beneficiary to the Original Jurisdiction



NOTICE. The term "Original Jurisdiction" herein and in all other documents issued by Nazmi-Abdelhamid: Yousef means the constitution for the united States of America, anno Domini 1787, and articles of amendment anno Domini 1791, and other original parent agreements as indexed in Paragraph Number 12 below.

FIAT JUSTITIA, RUAT COELUM

UNOFFICIAL COPY

Let Right Be Done, Though The Heavens Should Fall

I, Nazmi-Abdelhamid of the Yousef family [Nazmi-Abdelhamid: Yousef], sui juris, in public capacity as beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self realized entity, a free Man upon the free soil, an American citizen of the American Republic, My yeas being yeas, My naves being naves, do hereby state that the truths and facts herein are of first hand personal research, true, correct, complete, certain, and not misleading, so help me YAHAWEH [GOD].

PUBLIC NOTICE

THIS DOCUMENT GIVES NOTICE TO all the Public Officials by and through the Office of the Secretary of State, the United States of America a/k/a UNITED STATES a/k/a U.S. a/k/a UNITED STATES OF AMERICA, and the office of the Secretary of State, the State of Illinois a/k/a ILLINOIS a/k/a STATE OF ILLINOIS a/k/a IL a/k/a "this State" and to all whom it may concern, of the DECLARATIONS, LAWFUL PROTESTS and other matters contained herein.

DECLARATIONS

APPELLATION, STATUS, AND FACTS

1. **KNOW ALL MEN BY THESE PRESENTS**, Nazmi-Abdelhamid of the Yousef family [Nazmi-Abdelhamid: Yousef], sui juris, does hereby state, assert and aver all of the following:
2. **Nazmi-Abdelhamid, sui juris, is a living breathing free Man upon the free soil, an American Citizen of the American Republic, beneficiary to the Original Jurisdiction by birth. An Ambassador, Public Minister, Bond Servant and Friend of Yahaweh [Jesus the Christ] by Rebirth, and now a Citizen of the Kingdom of Heaven.**
3. **Nazmi-Abdelhamid, sui juris, is not a United States Citizen, subject, vessel or "person" as defined in Title 26 United States Code, Section 7701 of elsewhere, or any other *ens legis* artificial person, individual, entity, fiction of law, procedural phantom or juristic personality, notwithstanding the reproduction of any such fiction in any media, computer, record or instrument, written or electronic.**
4. **Nazmi-Abdelhamid, sui juris, is foreign to the United States and retains official authority within His chosen jurisdiction. As beneficiary to the Original Jurisdiction, He is not subject to nor does He volunteer to submit to or contract with any *ens legis* artificial or corporate jurisdiction to which a United States person may be subject.**
5. **Nazmi-Abdelhamid, sui juris, reserves all Immunities, Rights, Remedies and Defenses granted to Him by the Creator Yahawah [God] and memorialized by Nazmi-Abdelhamid's correct public capacity as beneficiary to the Original Jurisdiction.**
6. **Nazmi-Abdelhamid, sui juris, waives no Immunities, Rights, Remedies or Defenses nor yields imprescriptible Rights including, without limitation, the Right to movement and travel without restriction, permission or license in any conveyance of His choosing on any public roadway in America, and the rights to bear arms for the protection of His Life, family, friends and neighbors without restriction, unless such waiver is specifically done so in writing.**
7. **Nazmi-Abdelhamid, sui juris, does not volunteer, consent or contract to being identified as, of, or connected by any nexus to, any institutional, bifurcated, public *cestui que* trust or other fictional construction of law or *ens legis* entity of a political state or subdivision thereof, in any capacity including, without limitation, as trustee, co-trustee, surety, co-surety, officer co-officer, fiduciary or co-fiduciary.**
8. **Nazmi-Abdelhamid, sui juris, retains the nature and character of his exact and proper designation as:**

Nazmi-Abdelhamid

UNOFFICIAL COPY

or in the alternative, **Nazmi-Abdelhamid of the Yousef family** [Nazmi-Abdelhamid: Yousef], which shall be spelled written, formatted, printed, engraved and inscribed now and in perpetuity in all media exactly and precisely as just above-written with a first and last name separated from, and joined to, a family name by a mark of punctuation of the words "of the family": with all the letters of each given and family name being written in lower case fully in accord with the Rules of English Grammar.

9. **Copyright notice.** The name **Nazmi-Abdelhamid of the Yousef family** and all trade names and derivatives thereof, whether or not registered, are copyrighted by and property of Nazmi-Abdelhamid: Yousef to whom all rights are reserved. The use thereof without the express written permission of Reginald creates a voluntary and informed consensual contract obligating the unauthorized user to the payment of copyright infringement fees as follows:

10. **A copyright infringement fee in the sum certain of One Million, Eight-Hundred Thousand Dollars and Zero Cents (\$1,800,000.00)** lawful specie, gold, or silver, American mint, or certified bullion, Lawful coin money at current spot market price pursuant to the Constitution for the united States of America, 1787 anno Domini, amended anno Domini 1791, article 1, Section 10, Clause 1, shall apply to each unauthorized use of the designation **Nazmi-Abdelhamid** or **Nazmi-Abdelhamid: Yousef** and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initialing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

1. **The legal doctrine of *idem sonans* is inapposite to Nazmi-Abdelhamid** whether oral or written; all such improper usages and misnomers comprising infringement on the above-noticed copyright.
2. **Nazmi-Abdelhamid does hereby accept the Original Jurisdiction, to wit:**
 - a. Constitution for the united States of America, anno Domini 1787, Articles of Amendment anno Domini 1791;
 - b. National bill of Rights, anno Domini 1776;
 - c. The Northwest Ordinance, anno Domini 1787
 - d. Constitution of Illinois, anno Domini April 18th 1818
 - e. The First and Truly Original Jurisdiction of the Kingdom of Heaven and all Rights given to Me by the Original Law Giver, Yahweh [Jesus the Christ] for whom I am an Appointed Ambassador and Bond Servant to FOREVER.
3. **Nazmi-Abdelhamid does hereby further state, assert and aver the following facts:**
 - a. It is well established under public policy that citations, legislation, prescriptions and other presentments issued by government bodies politic on the alleged authority of State codes comprise a cloak to disguise collateral undertaking in U.S. Funds. All such offers want for authority under original organic State Constitutions pursuant to which they are forbidden and can never be duly enacted.
 - b. The U.S. a/k/a the United States is defined as a federal corporation at Title 28 USC 3002(15).
 - c. The United States is bankrupt pursuant to Perry v. United States, 294,330-381 (1935); 79 L. Ed 912.
 - d. United States is an obligor/grantor to the Federal Reserve Bank pursuant to the Federal Reserve Bank Act of December 23, 1913, 38 Sta 265, Ch 6.

UNOFFICIAL COPY

- e. The said Federal Reserve Bank Act comprises a contractual granting by Congress to the Federal Reserve Bank of a paramount and enduring (ex-warranto 1913-1933) lien on the assets of the United States and all parties who would use bank notes issued by the Federal Reserve Bank pursuant to 38 Stat 265, Ch 6 p266-267.
- f. The Congress of the United States, by authority of the Gold Bullion Coin Act of 1985, PL 99.185, December 17, 1985. Stat 117 has decreed its intention that all Americans can no longer be forced into an obligor/grantor status in relation to said Federal Reserve Bank Notes.
- g. The Constitution of the united States of America, 1787, Article I, Section 4, Clause 2 (1856) states that Congress shall assemble at least once in every year, which shall be the first Monday of December. Notwithstanding, Amendment XX, Section 2 (1933) states: "The Congress shall assemble at least once in every year, and that such meeting shall begin at noon on the third day of January, unless they by law appoint a different day."

11. The Constitution cannot be in conflict with itself. The *de jure* legislature of the united States of America identified as "Congress" in the aforementioned Article I, Section 4, Clause 2 (1856) adjourned "*sine die*" in 1861. Evidence of its reconvening in the absence of a congressional quorum has not been exhibited by the United States. The national legislative body discernible in Amendment XX, Section 2 first appeared in 1863 by executive resolution as a department of the Executive Branch of government pursuant to "Emergency War Powers." This *de facto* "Congress" was conceived and continues to sit at the pleasure of the president of the corporate *ens legis* UNITED STATES.

12. The *de jure* private people who, by their inherent character in *rerum natura*, are **foreign to and wholly without the corporate *ens legis* United States**, are not subject to the actions, acts and whims of the *ens legis* Congress of the corporate UNITED STATES. Accordingly, living Men in *rerum natura* are not subject to the Federal Reserve Bank Act of December 23, 1913 which wants for force and effect of law in the Original Jurisdiction.

13. Disclosure of the facts and frauds stated herein has been denied to Nazmi-Abdelhamid: Yousef in his rightful capacity as beneficiary of the Original Jurisdiction by an extraordinary and persistent policy of covin, conspiracy, and collusion constructed and condoned by the UNITED STATES Congress, Amendment XX, the Federal Reserve Bank/System, and contractors, agents, assigns, successors, heirs, representatives, obligors and grantors thereof.

14. It is well settled in law that "no right, by ratification or other means can arise out of fraud."

15. By this PUBLIC NOTICE, DECLARATIONS AND LAWFUL PROTEST, the following addendum is attached by reference herein in its entirety to any and all Federal Reserve Notes, public policy instruments, and documents regardless of kind arising from or relation to the Federal Reserve Bank/System which are held, received or used by Nazmi-Abdelhamid: Yousef now and in perpetuity:

"The use of this instrument/conveyance by Nazmi-Abdelhamid: Yousef is of necessity only and under Lawful Protest, *nunc pro tunc* to December 23, 1913, in the absence of a reasonable alternative."

16. **The labor of Nazmi-Abdelhamid: Yousef is measured and valued *quantum meruit* exclusively in gold and silver coin.** As the value of such labor is tangible, it cannot be measured by any instrument which serves as evidence of debt, notwithstanding that the operational currency of the corporate UNITED STATES consists exclusively of instrument noted thereon to be evidence of liability.

17. **Nazmi-Abdelhamid: Yousef hereby expressly states his intention to pay**, extinguish and satisfy all of His obligations and make all parties whole. Accordingly, **Nazmi-Abdelhamid: Yousef** specifically disavows the use of "discharge" as a fraudulent transaction which implies payment but serves to covertly transfer the debts of **Nazmi-Abdelhamid: Yousef** to other parties contrary to **Nazmi-Abdelhamid's** deeply held Scriptural beliefs under the Most High Yahaweh [God].

18. **Nazmi-Abdelhamid: Yousef** is not now and has never been a United States Citizen under the Fourteenth Amendment of the *ens legis* Constitution for the corporate UNITED STATES, notwithstanding any failures to properly pass the said amendment into law.

UNOFFICIAL COPY

19. **Nazmi-Abdelhamid: Yousef has the absolute unalienable Divine right to keep and bear arms** of any kind for protection of Self, family, and neighbors, by His own will and this DECLARATION.
20. **Nazmi-Abdelhamid: Yousef has the absolute unalienable Divine right to move and travel upon all public roadways** in America, of whatever kind and nature, in whatever mode or carriage of mobility He may choose, without license of permission or any other infringement of that right, by His own will and this DECLARATION,
21. In addition to all of the above, **Nazmi-Abdelhamid: Yousef** retains all of the Rights as enumerated and protected by the constitutions, bills of rights, and ordinance pursuant to the Original Jurisdiction.

LAWFUL PROTEST

22. As it is a crime to conceal a crime and a fraud to conceal a fraud, **Nazmi-Abdelhamid: Yousef** makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to:
23. The formation of any institution, bifurcated, public, *cestui que* trust in violation of the copyright of **Nazmi-Abdelhamid of the Yousef family** previously declared herein.
24. Any allegation or presumption that **Nazmi-Abdelhamid: Yousef** has consented expressly or tacitly to being a Citizen pursuant to the Fourteenth Amendment of the *ens legis* Constitution of the UNITED STATES.
25. Any pledge, mortgage, lien or encumbrance by the Council of State Governors, March 6, 1933 which would identify **Nazmi-Abdelhamid: Yousef** as security, surety, co-surety or collateral for any part or portion of the public debt which has been hypothecated by the use of counterfeited Federal Reserve securities.
26. The forced involuntary use of U.S. funds such as Federal Reserve Bank/System notes, commercial liability instruments and electronic liability transactions as part of a scheme to compel the principals to impart artificial commodity value to the liability evidenced thereon, on the authority of *MacLeod v. Hoover*, (June 22, 1925) No. 26395, S. Ct. Louisiana; 105 S. Rep. 305, that court citing *U.S. Bank v. Bank of Georgia*, 23 U.S. 333, 10 Wheat, 333, 6L.Ed.34.
27. Any presumption that **Nazmi-Abdelhamid** has volunteered to be a debtor in possession of Federal Reserve Notes with expectation of a *quid pro quo*; a guarantor/surety/co-surety on the lien created by the Federal Reserve Bank Act of December 23, 1913; a party to any confidence game, scheme, forced of *cestui que* use whereby paper wanting inherent value is placed into circulation by the Federal Reserve Banks in lieu of Constitutionally required gold or silver; a party to the failure of public officials and Federal Reserve principals to provide full disclosure of the liabilities and perils of using private scrip, instruments of debt, corporate U.S. obligations, and Federal Reserve Notes as inauthentic replacements for lawful money.
28. Any presumption that **Nazmi-Abdelhamid: Yousef** has at any time expressed or implied a promise to guarantee the debt hypothecated by the said Federal Reserve Act, the private debt of the corporate UNITED STATES, or any obligations of the Federal Reserve Banks, agents, contractors, assigns, successors, heirs and grantors thereof, now and in perpetuity.
29. Any presumption that **Nazmi-Abdelhamid: Yousef** has at any time volunteered expressly or tacitly to join as a co-conspirator in any fraud, conspiracy, covin, collusion, confederation or joint business venture operated by the *de facto* STATE OF ILLINOIS and the corporate *ens legis* UNITED STATES as a surety, co-surety, guarantor or other obligor.
30. Any attempt to induce **Nazmi-Abdelhamid: Yousef** to act as a tortfeasor to the Constitution for the united States of America, anno Domini 1787, where at Article 1, Section 10, it states "No State shall...emit bills of credit; make anything but Gold and Silver Coin a tender in payment of debts," all such offers being refused for fraud.
31. Pursuant to the Original Grant of Depositum for Bailment via the April 18th 1818 Constitution of Illinois, **Nazmi-Abdelhamid: Yousef** makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to the calculated use of legal fictions to undermine and convert the political Will of the People

UNOFFICIAL COPY

on the free soil of the organic country known as Illinois into a legislative democracy that transforms the free People into subjects of the municipal law of foreigners within the geographical exterior boundary of ILLINOIS and contrary to the Northwest Ordinance and the original Grant of the People, September 17, 1787, anno Domini, as amended 1791, anno Domini.

DEMANDS

32. DEMAND IS HEREBY EXPRESSLY MADE TO IMMEDIATELY:

33. RETURN THE DEPOSITUM FROM BAILMENT to Nazmi-Abdelhamid: Yousef in his capacity as descendent by blood of the original Bailor/Grantor/Settlor and his endowment to warrant same by Almighty Power [God], pursuant to the terms, conditions, stipulations, exceptions and reservations contained with the Original Grant.

34. ACKNOWLEDGEMENT, RECOGNITION AND RETURN BY THE BAILEE OF THE SAID DEPOSITUM OF BAILMENT to Nazmi-Abdelhamid: Yousef as repository trustee for the Original public Trust.

35. EXHIBIT THE AUTHORITY whereby Nazmi-Abdelhamid can be compelled, forced or enticed to falsely act as a tortfeasor to Article 1, Section 10, Clause 1 of the Original Grant against his will by using the aforementioned fictional bank notes within a scheme of discharge disguised as payment. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

36. EXHIBIT THE AUTHORITY whereby Nazmi-Abdelhamid: Yousef can be compelled, forced or enticed to falsely present himself as a United States Citizen/person in violation of the Fourteenth Amendment prohibition against slavery and involuntary servitude. Failure to so exhibit with thirty (30) days of PUBLIC NOTICE comprises stipulation that no such authority exists.

37. ADMIT OR DENY that all actions of the UNITED STATES, the STATE OF ILLINOIS and all political subdivisions thereof whether judicial, administrative, municipal, county or otherwise are by their nature actions *indebitatus assumpsit*. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises admission of an ongoing Fraud against the beneficiaries of the Original Jurisdiction

"Suits as well as transfers may be the protective coverings of fraud," *Steelman v. All Continent Corp.*, 301 US 278, 81 L. Ed 1085; *Shapiro v. Wilgus*, 287 U.S. 348, 355, 53 S.Ct. 142, 144, 85 A.L.R. 128. "The fact that the means employed to effect the fraudulent conveyance was the judgment of a court and not a voluntary transfer does not remove the taint of illegality," *First National Bank v. Flershem*, 290 US 504, 78 L. Ed. 465. "...it is obvious that the fraud did not occur in open court nor in that sense enter into the decrees under attack, hence the fraud of which we complain was not susceptible to insulation. In the language of *Shapiro v Wilgus*, 287 US 348, 77 L. Ed 355. It was part and parcel to a scheme whereby the form of a judicial remedy was to supply a protective cover for a fraudulent design." Also, *Steelman*, *supra* *Flersham*, *supra*, *Braun* *supra*., "That in the absence of an adversary trial or decision the distinction between extrinsic and intrinsic fraud becomes immaterial and made clear by the following from the *Throckmorton* opinion," 98 US 61, 65. *Braun*, *supra*.

38. EXHIBIT VERIFIED EVIDENCE proving the time, place and nature of full disclosure of the benefits, risks and perils by which Nazmi-Abdelhamid could knowingly volunteer to submit to the Federal Reserve Bank Act of 1913. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that no such disclosure was made.

39. ADMIT OR DENY that Nazmi-Abdelhamid: Yousef did in fact knowingly and voluntarily ratify the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 which resulted in the use of grammatical derivations of Nazmi-Abdelhamid: Yousef's name in a scheme of intentional misnomer for profit and gain. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises denial that the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 was ever duly ratified by Nazmi-Abdelhamid, and any assumption of such ratification is false.

40. EXHIBIT VERIFIED EVIDENCE proving the knowledgeable and voluntary ratification and acceptance by Nazmi-Abdelhamid of the aforesaid *cestui que* trust. Failure to so exhibit within thirty (30) days of PUBLIC NOTICE comprises stipulation that the said *cestui que* trust was never ratified by Nazmi-

UNOFFICIAL COPY

Abdelhamid, and any assumption of such ratification is false.

41. **EXHIBIT VERIFIED EVIDENCE** proving the granting of a copyright license by Nazmi-Abdelhamid: Yousef expressly conveying to the licensee the authority to use grammatical derivations of the proper name belonging to Nazmi-Abdelhamid: Yousef in a scheme of intentional misnomer for profit and gain through an unauthorized *cestui que* trust. Failure to respond within thirty (30) days of PUBLIC NOTICE comprises stipulation that all such misnomers and uses of the aforesaid *cestui que* trust comprise intentional copyright infringement.

42. I, Nazmi-Abdelhamid, sui juris, do hereby deny having received disclosure of the existence, benefits, risks and perils of a *cestui que* trust named NAZMI ABDELHAMID YOUSEF derivatively at any time, or having been asked to ratify the said trust. Consequently, I do hereby deny, denounce, adjure and disavow having ever ratified any such trust.

PRIORI NOTICE OF APPOINTMENT OF PUBLIC MINISTER

Know All Men By These Presents: Nazmi-Abdelhamid hereby provides lawful notice to the world of his appointment as Public Minister on behalf of the the Original Judicial venue and jurisdiction, The united States of America, A.D. 1791.

The term "**Public Minister**" means: Public Ministers take rank amongst themselves; in each class, according to the date of the official notification of the arrival at the tribunal.

(a) **Public Minister is a Representative of a Judicial Jurisdiction;** a public minister is a representative of one judicial jurisdiction to a judicial jurisdiction of a foreign authority or power.

(b) **Ministerial Power and Duty;** are powers given for the good, not of the donee himself exclusively, or of the donee himself necessarily at all, but for the good of several parties, including or not including the donee also. They are so called because the donee of them is a minister or several in his exercise of them. The power and duty of the public minister rest upon the law of nations as well as upon treaties, and the primary duty of the public minister is the protection of the interests of his countrymen.

(c) **Public Ministers protection of interests of parties of judicial jurisdiction represented;** Public Ministers are bound to see that the laws of the jurisdiction of the unknown or foreign authority wherein they officiate are properly administered so as to protect the interests of their nationals, and their official character as public ministers must be taken as sufficient evidence of authority to perform all those acts that customarily are entrusted to public ministers for performance. The authority of a public minister to protect the estates and the rights of his countrymen within his judicial jurisdiction from loss or waste is recognized by all civilized nations as inherent in the office of public minister under the accepted principles of international law, and the tribunals have consistently given recognition to the power of a public minister of a judicial jurisdiction foreign to the jurisdiction of the tribunal to assert or defend the property rights as well as the personal rights of his nationals irrespective of whether or not he has been accorded the right to represent them

UNOFFICIAL COPY

in tribunal by provision or treaty or otherwise. Even in the absence of specific authorization to act as the personal agent of his national, and in the absence of a treaty, a public minister duly recognized, has under the principles of international law the authority and the privilege to represent his fellow countrymen in the tribunals of the state. A Public Minister is authorized to assert claims in behalf of his national, even where the claimants are unknown. However, he must have a specific authority before he can obtain actual restitution or proceeds.

(d) **Immunity of Public Minister;** The rule that tribunals have no jurisdiction over a foreign sovereign extends also to its public ministers. Public Law 94-583, October 21, 1976, Stat. 2891 [Codified in Title 28 USC §1602 et seq]; and, Public Law 1790, 1 Stat. at Large 117, Ch 9 [Codified in Title 22 USC §252], it is provided that whenever any writ or process is sued out or prosecuted by a person in any tribunal of the United States or of a state or by judge or justice whereby the persons of any public minister of a foreign jurisdiction, or any domestic or domestic servant of any such minister is arrested or imprisoned or his goods or chattels are distrained, seized, or attached, such writ or process shall be deemed void. It is also provided that whenever a writ or process is sued out in violation of this prohibition, every person by who the same is obtained or prosecuted, whether as a Party or as attorney or as solicitor of the laws of nations and a disturber of the public repose, and shall be subject to the penalty provided by law. See Public Law 1871, Ch 22 §6, 17 Stat. 15 [Codified in USC 42 §1986].

CAVEAT-LAW

43. All public officials, Officers of government bodies politic, in all branches/departments, Executive, Legislative, or Judicial, being of Oath of Office, bonded to fidelity, are under ministerial duty, Supervisors v. United States ex rel. 71 U.S. 435, 4 Wall 435, U.S. v. Thomas, 15 Wall 337, U.S. v Lee, 106, US 196, 1 S. Ct 240, fiduciary/trustees, U.S. v Carter, 217 US 286, 30 S. Ct 515. The implication of a trust is the implication of every duty proper to a trust... Whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them." Buffum v Peter Barceloux Co. 289 US 227. 237: 77 L. Ed 1140, 1146 cited Braun v Hansen, 103 F.2d 685 (1939), wherein it further states "Being Ct. 2895, Davis v Passman (1979, US) 442 US 226, 99 S. Ct. 2264.

44. "The law will protect an individual who, in the prosecution of a right does everything which the law requires him to do but fails to obtain his right by the misconduct or neglect of a public officer." Lyle v Arkansas, 9 Howe 314, 13L. Ed 153, Duluth & Iron Range Co. v Roy, 173 US 587, 19 S. Ct 549, 43 L. Ed 820. "It is a maxim of the law, admitting few if any exceptions, that every duty laid upon a public officer for the benefit of a private person is enforceable by judicial process". Butterworth v U.S. ex rel. Hoe, 112 US 50, 5 S. Ct 25, 28 L. Ed 656.

45. "A ministerial officer is liable for an injury done, where his acts are clearly against the law." Tracy v. Swartwout, 10 Pet. 80, 9 L Ed 354. "The judicially fashioned doctrine of official immunity of judicial, legislative or executive officers does not reach so far as to immunize criminal conduct prescribed by an Act of Congress." O'Shea v. Littleton, 414 US 488, 94 S Ct. 669, "in equity there are certain rules prohibiting parties bearing certain relations to each other from contracting between themselves; and if parties bearing such relations enter into contracts with each other, courts of equity presume them to be fraudulent, and convert the fraudulent party into trustee." Perry on Trusts (7th Ed) Sec. 194, in Braun v Hansen (1939) 103 F 2d 685. Under the doctrines of *res gestae*, *res ipsa loquitur*, *respondet superior*, as now having prior knowledge, authority, power, opportunity to prevent or aid in preventing injury, damage, having been or about to be committed. Title 42 USCS Section 1986, as applies private conspiracy, McNalley v Pulitzer Pub. Co. (1976) 532 F 2d 69, 429 US 855, 50 L Ed 2d 131, to conspire, through said conspiracy, to impede or hinder, or obstruct

UNOFFICIAL COPY

or defeat the due course of justice in a State or Territory, with the purposeful intent to deny the equal protection of the law, under color of State law or authority, or other, *Griffin v Breckinridge* (1971) 403 US 88, 91 S Ct. 1790, depriving of having or exercising a Right, Federal Conspiracy to Obstruct Justice Act (Title 42 USCS Section 1985(2), deprivation of due process, even by federal officials, *Williams v Wright* (1976) 432 F Supp 732, *Founding Church of Scientology v Director, FBI* (1978) 459 F Supp 748, 98 L Ed 2d 150, 108 S Ct 199, even District Attorneys, *Rouselle v Perez* (1968) 293 F supp 298, places upon you the badges of fraud, treason, bad faith, breach of fiduciary/trustee responsibility, whereupon "Being fiduciaries, the ordinary rules of evidence are reversed," (1939) 103 F 2d 685. Further, being advised, as in *Ex Parte v Young*, 209 US 123 (1908), **"The attempt of a State Officer to enforce an unconstitutional statute is a proceeding without authority of and does not effect, the State in its sovereign or governmental capacity, and is an illegal act, and the officer is stripped of his official character and is subject in his person to the consequence of his individual conduct. The State has no power to impart to its officer immunity from responsibility to the supreme authority of the United States."** (Emphasis added.)

46. From *Perry on Trust*, (7th ed), Sec. 851 "...in order that the release, confirmation, waiver, or acquiescence may have any effect...The cestui que trust must also know the Law, and what his rights are, and how they would be dealt with by the court." The Supreme Court of Arizona in *Garrett v Reid Cashion Land*, 34 Ariz 245, 270 P. 304 at page 1052 quotes thus from *Adair v Brimmer*, 74 NY 539 "Confirmation and ratification imply to legal minds, knowledge of a defect in the act to be confirmed, and the right to reject or ratify it. The cestui que trust must therefore not only have been acquainted with the facts, but apprised by the law, of how these facts would be dealt with by a court of equity, All that is implied in the act of ratification, when set up in equity by a trustee against his cestui que trust, must be proved, and will not be assumed. The maxim 'ignorantis legis excusat neminem' cannot be invoked in such case. The cestui que trust must be shown to have been apprised of his legal rights." (Emphasis added.) Also from *Ungrich v Ungrich*, 115 NYS 413, 417, "The rule (is) that to fasten ratification upon a cestui que trust he must not only have been acquainted with all the facts, but apprised also in the law, and how such facts would be dealt with by a court of equity." Likewise, *Thaw v Thaw*, 27 Fed 2d 729, *US v Carter*, 217 US 286, 54 L Ed 769, *Wendt v Fisher* (Cardozo, J.) 234 NY 439, 154 N.E. 303, *Leach v Leach*, 65 Wis. 284, 26 NW 754.

47. The delay in discovery of the Frauds stated herein pursuant to Amendment XX provides no defense to the remedy, laches or otherwise. *Michoud v Girod*, 4 Mo v 503, @ 561, 11 L Ed 1076, *Pomeroy's Equity*, Sec. 847, *Wiget v Rockwood* 69 F @d 326, et seq., and from *Texas & Pacific Ry, v Pottorff*, 291 US 245, 78 L Ed 777, in *Braun, supra*, "the doctrine is thus affirmed. It is the settled doctrine of this court that no rights arise on an ultra vires contract, even though the contract has been performed; and this conclusion cannot be circumvented by erecting and estoppel which would prevent challenging the legality of a power exercised." And from *US v Grossmayer*, 9 Wall 72, 19 L Ed 6 27, "A transaction originally unlawful cannot be made any better by being ratified." And, further, following *Braun, supra*, "It is held axiomatic that no right, by ratification or other means, can arise out of fraud." 13 C.J. 492, Sec. 440, 6 R.C. L., p 698, the following is quoted in *Thompson on Corporations*, 3rd Ed Sec. 2828, from *Central Transportation Co. v Pullman Place Car Co.*, 139 US 24, as established doctrine of foundation of any right of action upon it." As said long ago by the great Justice Story in *Prevost v Gratz*, 6 Wheat 481, 497; 5 L Ed 311, 315, "It is currently true that length of time is no bar to a trust clearly established; and in a case where fraud is imputed and proved, length of time ought not, upon length of time during which the fraud has been successfully concealed and practiced, is rather an aggravation of the offense, and calls more loudly upon a court of equity to grant ample and decisive relief." (Emphasis added.)

48. It is a maxim of law that peonage and involuntary servitude are forbidden, and immunity is denied to any party, real or imagined, person or public official who would or conspire to traffic in slaves or participate in aiding or abetting. *Clyatt v US*, 197 US 207 (1905), *Plessy v Ferguson*, 163 US 537, 542, "Whoever [Title 18 U.S.C. Sec. 1581] holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined not more than \$5,000.00 or imprisoned not more than five years."

49. All public officials in receipt of this notice are required by their Oath of Office to answer. Notification of legal responsibility is "the first essential of due process of law" *Connally v. General Construction Co.*, 269 U.S. 385, 391. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." U.S. V. *Tweel*, 550 F.2d.297. It is the ministerial fiduciary/trustee duty of each and every government official, officer, agent, contractor and assign of the UNITED STATES, the STATE OF ILLINOIS, the Federal Reserve Banks/System, the International Monetary Fund, the Inter-American Development Bank, the World Bank, the Commission of

UNOFFICIAL COPY

the European communities, the Organization for Economic Co-operation and Development, the United Nations and any and all other obligors/grantors who view this notice ("Respondents") to timely and fully answer, Federal Crop Insurance v Merrill (1947) 332 US 380, 92 Ed 10, 68 S Ct 1, 175 ALR 1075.

50. The period for Respondents to respond to this notice is thirty (30) days. Any party or public official wishing to answer, respond, refute, rebut, deny object or protest any statement, term, declaration, denial or provision in this presentment must do so by Lawful Protest within thirty (30) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibitions and factual evidence in support annexed thereto.

51. Respondents may agree with all statements, terms, declarations, denials and provisions herein by remaining silent. Failure to timely respond to all such terms and provisions with which Respondents disagree comprises Respondents' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties.

52. This document serves as Notice of Fault in the event Respondent(s) fail to timely respond.

53. Notice of Default shall be issued no sooner than three (3) days after Notice of Fault. Default is final three (3) days after Notice of Fault is issued. Default comprises Respondents' consent jointly and severally to be named as defendant(s) in various actions, administrative and judicial.

54. Upon Default, all matters are settled *res judicata* and *stare decisis*.

55. Default comprises an estoppel of all actions, administrative and judicial, by Respondents against Reginald, 3J. Pomeroy, Equity Jurisprudence Section 805, p. 192, Restatement 2d of Torts Section 894 (1) (1979), and now reasonably relied on, Wilbur National Bank v US 294 US 120, 124-125 (1935), due to misconduct by Government agents *Hockler v Community Health Services*, 467 US 51, at 59, 60, Federal Crop Ins., supra. "It [the doctrine of Estoppel by Silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings." In *Re Mc Ardles Estate*, 140 Misc. 257, et seq., and Silence, to work estoppel, must amount to bad faith. *Wise v USDC Ky.*, 38 F Supp 130, 134, where duty and opportunity to speak, *Codd v Westchester Fire Ins. Co.* 14 Wash. 2d 600, 128 P 2d 968, 151 ALR 316, creating ignorance of facts, *Cushing v US Mass*, 18 F Supp 83, inducing person claiming estoppel to alter his position, *Braunch v Freking*, 219 Iowa 556, 258 NW 892, knowledge of facts and of rights by person estopped, *Harvey v Richard*, 200 La. 97, 7 So. 2d 674, willful or culpable silence, *Lenconi v Fidelity Trust & Savings Bank of Fresno*, 96 Cal. App. 490, 273 P. 105 et seq., "Silence" implies knowledge, and an opportunity to act upon it, *Pence v Langdon*, 99 US 578 @ 581. et seq.

DISCLAIMER

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO CREATE A "USE" VIOLATE ANY PRIVATE COPYRIGHT, OR GIVE LEGAL ADVISE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY CONCERNED PARTY(IES)

56. Notice to the principal is notice to all agents. Notice to an agent is notice to all principals. By this Public Notice, Declarations, and Lawful Protests the world is now informed.

57. This action is bonded by a third party surety holding twenty-one dollars in silver coinage, .900 fine, minted by the American Treasury, united States of America, pre-1933 issue. The said bond is annexed hereto and incorporated verbatim herein in its entirety by reference as if fully reproduced herein.

58. The use of a notary public herein is of necessity and under LAWFUL PROTEST without creating or implying the existence of any contract or contracts between Nazmi-Abdelhamid and any other parties, legal entities, the UNITED STATES, the STATE OF ILLINOIS, or agents thereof, public or private.

UNOFFICIAL COPY

BE IT SO EXECUTED, and by this execution, be made to appear, in-deed, enacted, decreed, under my hand and seal this the 16th day of the October month, anno Domini, two thousand and nine, Amen

L.S. Nazmi A. Yousef (SEAL)



Signed only in correct sovereign capacity as Beneficiary of the Original Jurisdiction and the Appointment given to Me by the Malak Shal Malak and Adawan shal Adawanyam; Yahawashi, Ha Mashayach (King of Kings, Lord of Lords: Jesus the Christ) For whom I am an Appointed Ambassador.

Location: Public Minister and Ambassador
Nazmi-Abdelhamid: Yousef
c/o Non-Domestic (DMSM A010.1.2d),
Foreign Mail near: 8200 S. Luna
city of Burbank, Illinois republic

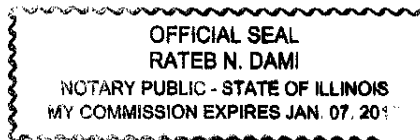
Property of Cook County Clerk's Office

The Illinois state)
)
)
The Cook County)

Before me, a notary public in and for the said County and State, personally appeared the above named Nazmi-Abdelhamid: Yousef who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of October 2009

Rateb N. Dami
Notary Public



My commission expires Jun 7, 2012

COPY CLAIM UNDER RESERVATION

By: _____

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:

YOUSEF, NAZMI ABDELHAMID (and/or any derivative thereof)
YOUSEF, NAZMI A
YOUSEF, NAZMI

Secured Party:

Yousef, Nazmi Abdelhamid
Yousef, Nazmi A
Yousef, Nazmi

TABLE OF CONTENTS

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

UNOFFICIAL COPY

THE HEREIN COMMERCIAL SECURITY AGREEMENT (hereinafter "AGREEMENT") is made and entered into on **12/28/1962**, ab initio **1962**, by and between the actual living breathing man, **Nazmi A: Yousef** (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, **NAZMI A YOUSEF** (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 **Nazmi A: Yousef**, 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. **12/28/1962**, within the geographical boundary of the Illinois state Republic in Cook County, in the city of Chicago. IMPORTANT NOTE: When life started for **Nazmi A: Yousef**, 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 secured party filling out an application (financing statement) for a Certificate Of Naturalization registration in **1988**. The application was subsequently pledged to the public register of the corporate **STATE OF ILLINOIS**. The government presumed and assumed the registration of the pledged Certificate Of Naturalization (financing statement) with the corporate STATE transferred title and jurisdiction of **Nazmi A: Yousef** to the corporate STATE, and by operation of law the government created a certificate of naturalization 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 **Nazmi A: Yousef** of the consequences, obligations, and/or loss of **Nazmi A: Yousef's** power to protect his/her unalienable rights then or later in time an innocent and unknowing co-business partnership developed between the secured party (actual man/woman) 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 **Nazmi A: Yousef** and subsequently created the Debtor, the Debtor was pledged, as a fictional substitute for future **Nazmi A: Yousef'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/woman known as the secured party. By the government not disclosing its creditor status over the Debtor, the actual man/woman (secured party) unknowingly and innocently volunteered becoming the accommodation party for the debts and obligations of the Debtor and the corporate STATE and subsequently found himself (the actual man/woman) in a condition of involuntary servitude to the government.

UNOFFICIAL COPY

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, **NAZMI A YOUSEF**, establishes this bond in favor of Secured Party, **Nazmi A: Yousef**, 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, **Nazmi A: Yousef**, 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 /her 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.

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.

Commercial Security Agreement

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

3 of 20

EXHIBIT: _____

UNOFFICIAL COPY

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 1962, by his/her 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/her rightful power to protect his/her 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 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/woman, 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/woman) gives NOTICE of his/her intent operating under nature's God, instead of the God of the STATE; and gives NOTICE of his/her 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

Commercial Security Agreement

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

4 of 20

EXHIBIT: _____

UNOFFICIAL COPY

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(f). In the context of 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.

UNOFFICIAL COPY

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>
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:

Commercial Security Agreement

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

6 of 20

EXHIBIT: _____

UNOFFICIAL COPY

Sovereignty Forms and Instructions Area, Cites By Topic
<http://famguardian.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

Statement from this website	Meaning
Wages are not taxable	Earnings from labor of a human being that <i>do not</i> 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:

- 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>
- 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:

- NOT the entity described in 26 U.S.C. §7701(a)(14) or 26 U.S.C. §1313.
- NOT subject to any provision of the Internal Revenue Code, which is "foreign law".
- 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).

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:

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

UNOFFICIAL COPY

<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.

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>

UNOFFICIAL COPY

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 People”**, **“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 revenue laws, for instance in the California Revenue and Taxation Code (R&TC) sections 170.8 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.

UNOFFICIAL COPY

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" ¹	NA	NA	NA	NA	Federal enclave within state	Federal enclave within state
"State" ¹ (State Revenue and taxation code only)	NA	NA	NA	NA	Federal enclave within state	Federal enclave within state
"several States"	Union states collectively ²	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. Code⁴, 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.

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

¹ 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>

² 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>

³ See, for instance, U.S. Constitution Article IV, Section 2.

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

UNOFFICIAL COPY

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: **12/28/1962**. 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 Nazmi A: Yousef," and the juristic person/strawman/legal entity/ individual/(one person) corporation, NAZMI A YOUSEF (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: 10/16/2009

Debtor signature: Nazmi A. Yousef

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

Dated: 10/16/2009

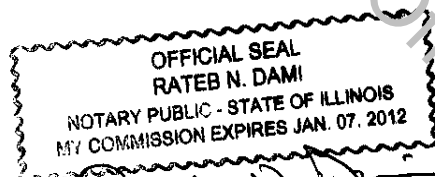
Secured Party signature: Nazmi A. Yousef



13 ACKNOWLEDGMENT

On this 16th day of October, 2009, before me, Rateb N. Dami the undersigned, Nazmi A. Yousef, 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: October 16, 2009

my commission expires: Jan 07, 2012

NOTARY PUBLIC FOR State of Illinois

UNOFFICIAL COPY

14 COPYRIGHT NOTICE

All rights reserved by **Nazmi A: Yousef** re common-law copyright of trade-name/trade-mark, **NAZMI A YOUSEF**© --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, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music, literary royalties, "ghostwriter" fee and;
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, file 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

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 along 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;

UNOFFICIAL COPY

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;

UNOFFICIAL COPY

Commercial Security Agreement

- 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

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, NAZMI A YOUSEF^S, also known by any and all derivatives and variations in the spelling of said name except "Nazmi A: Yousef" See also juristic person.

Authorized Representative. In this Security Agreement the term "Authorized Representative" means the Secured Party, Nazmi A: Yousef, 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. 555. 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 "NAZMI A YOUSEF," also known by any and all derivatives and variations in the spelling of said name of Debtor except "Nazmi A: Yousef."

UNOFFICIAL COPY

Creditor. In this Security Agreement the term "Creditor" means Nazmi A: Yousef®.

Debtor. In this Security Agreement the term "Debtor" means NAZMI A YOUSEF®, also known by any and all derivatives and variations in the spelling of said name except "Nazmi A: Yousef."

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.

Nazmi A: Yousef. In this Security Agreement the term "Nazmi A: Yousef" means the sentient, living being known by the distinctive appellation "Nazmi A: Yousef." All rights are reserved re use of Nazmi A: Yousef®, Autograph Common Law Copyright © by Nazmi A: Yousef®.

NAZMI A YOUSEF. In this Security Agreement the term "NAZMI A YOUSEF" means NAZMI A YOUSEF®, and any and all derivatives and variations in the spelling of said name except "Nazmi A: Yousef," Common Law Copyright © by Nazmi A: Yousef®. 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. NAZMI A YOUSEF®, 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 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. City 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.*]

UNOFFICIAL COPY

Living, breathing, flesh-and-blood man/woman. In this Security Agreement the term "living, breathing, flesh-and-blood man/woman" means the Secured Party, Nazmi A: Yousef[®], 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/woman, 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 Nazmi A: Yousef,[®] 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. Nazmi A: Yousef,[®] a living, breathing, flesh-and-blood man/woman, 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(39) (what is considered signed).

Trade-name. In this Security Agreement the term "trade-name" means any and all of the following juristic persons: NAZMI A YOUSEF[®] as well as any and all derivatives and variations in the spelling of said name(s), respectively, except "Nazmi A: Yousef."

Transmitting utility. In this Security Agreement the term "transmitting utility" means a conduit, e.g. the Debtor, i.e. NAZMI A YOUSEF.[®]

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

UNOFFICIAL COPY

Accepted
10/16/2009
1099 number
Treasurer
Yousef



No. 12761638

ORIGINAL.

99th Precinct Division No. A23142842

654159

Identification of holder as of date of photograph: **DATE OF BIRTH** DECEMBER 23, 1962 **SEX** MALE
HAIR BROWN **HEIGHT** 5 feet 4 inches
WEIGHT 156 pounds **COMPLEXION** BROWN **SCARS** NONE
MARKS DIVORCED **MARKS** JORDAN

I certify that the description above given is true and that the photo is a true and correct likeness of the person named.

Nazmi Abdelhamid Yousef
(Give the card true signature of holder)

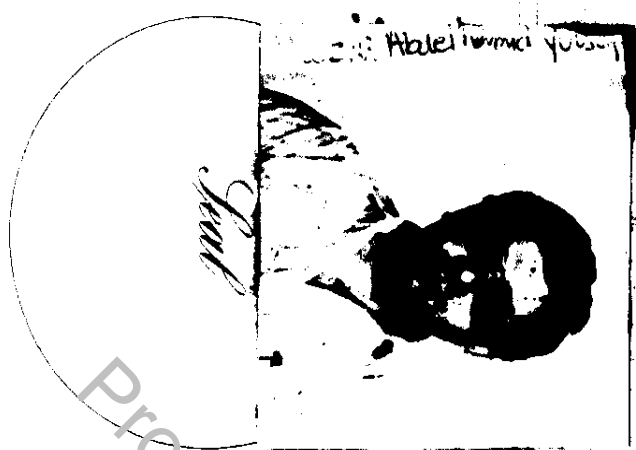
UNITED STATES OF AMERICA }
NORTHERN DISTRICT OF ILLINOIS } S.S.
Residence: *that is a home of the* District: *Country*
The United States Chicago

Redeemed by the Government
MARCH 22, 1988 *the Court having found that*
NAZMI ABDELHAMID YOUSEF SUMMIT, ILLINOIS

When residing at _____
I hereby certify that the person named in the United States (or then so required by the
laws of the United States) having all other papers required with
the application for issuance of such naturalization laws, and was entitled to be
admitted as a citizen of the United States of America,
by testimony taken on the _____ day of _____ 22ND
MARCH _____ number hundred and
EIGHTY-EIGHT

H. STUART CUNNINGHAM

IT IS PUNISHABLE BY U. S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE.



Property of the U.S. Treasury

By *Christine U. S. District Court*
Christine U. S. District Court

UNOFFICIAL COPY

8200 S. LUNA AVE
Burbank, IL 60459

Full Legal Description

LOT 1 BEING A SUBDIVISION OF THAT PART OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF STATE ROAD.

PIN # 19-33-103-046-0000

Property of Cook County Clerk's Office