

# UNOFFICIAL COPY



Doc#: 1001156054 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/11/2010 03:39 PM Pg: 1 of 4

## NOTICE

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TITLE OF DOCUMENT

THIS INSTRUMENT WAS PREPARED BY:

STANLEY FERNANDES

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**AFTER RECORDING RETURN TO:  
STANLEY FERNANDES  
2016 EASTVIEW DRIVE  
DES PLAINES, IL 60018**

**NOTICE OF RIGHT TO CANCEL  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**Parties: STANLEY FERNANDES/Alleged Borrower (hereinafter "Borrower") and Washington Mutual Bank/Alleged Lender, and ITS SUCCESSORS AND/OR ASSIGNS (hereinafter "Lender").**

To:  
WASHINGTON MUTUAL BANK  
20855 STONE OAK PARKWAY BLDG B  
SAN ANTONIO, TX 78258

**Regarding and Cross Referenced to: DOCUMENT NO(S). 0633810036 RECORDED DECEMBER 04, 2006 AND 0720803041 RECORDED JULY 27, 2007, PIN NO. 09-29-307-025-0000.**

This communication will serve as our **NOTICE OF RIGHT to CANCEL** dated December 30, 2009. Truth Lending Act ("TILA"), 15 U. S. C. § 1601 et seq; 12 C.F.R. part 226 allows three (3) days to review Disclosure documents. The referenced 'Three Day Right to Cancel' must have a trigger to being. That trigger is when the Lender has provided the Borrower with **ALL** of the required Disclosures under TILA and that the same are true, complete, accurate and timely provided.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the United States Supreme Court has declared in United States v. Tirockmorton, 98 U. S. 61 (1878) that: *"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents and even judgments."*

To this date, Lender has NEVER provided Borrower with true, complete, accurate or timely documents as required. Only after such provisions have been done, can the 'three (3) day Right to Cancel' Period begin. If the required full Disclosures have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose. The records thus far evidence, that Borrower has requested to cancel within the stipulated 'three year time period, Or until Lender move to foreclose' while still waiting to receive all **TRUTH IN LENDING** disclosures as required by Federal Law, the same of which have never been received.

A close perusal and audit of Borrower's mortgage/loan documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy under (UCC 1-201(32)(34)), interalia, to invoke their Right of Rescission ("ROR") as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, this written Notice of Communication is provided in lieu thereof.

After Sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's property within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered; then, they may offer it's "Reasonable Value."

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In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days, Borrowers may then regain and acquire all rights to a clear title and reconveyance under Federal Law and Provisions of TILA.

Additionally, Borrower has the right to offer Lender a Reasonable Value; however, the penalty that a bank can face for violations of TILA, State and Federal law(s) can be as much as triple damages. For example triple the amount of the interest the bank stood to fraudulently make from the transaction. Therefore, we will make the following offer:

Borrowers will forgive by WASHINGTON MUTUAL BANK, any liability incurred by its wrongful actions, provided by WASHINGTON MUTUAL BANK, rightfully forgive Borrower the full amount of mortgage/credit by WASHINGTON MUTUAL Bank, fraudulently allege to have given. In addition, Borrowers make the one time demand of \$1,039,383 for any loss, damage, and injury they have sustained; and, that by WASHINGTON MUTUAL BANK, also immediately remove all and any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed and accepted pursuant to the terms and conditions as set forth herein.

Respectfully,

  
STANLEY FERNANDES

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## CERTIFICATON OF MAILING

I, STANLEY FERNANDES, do hereby solemnly declare and affirm by my signature below, that on January 7, 2010. I did cause to be delivered First Class US Mail, a true and correct copy of the following documents: NOTICE OF RIGHT TO CANCEL; NOTICE OF REMOVAL, NOTICE OF REVOCATION OF POWER, and this CERTIFICATION OF MAILING to the parties and locations listed below:

Date: January 7, 2010

  
STANLEY FERNANDES

To:  
WASHINGTON MUTUAL BANK  
20855 STONE OAK PARKWAY BLDG B  
SAN ANTONIO, TX 78258

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**THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:**

**LYING AND BEING LOCATED IN THE CITY OF DES PLAINES, COUNTY OF COOK, STATE OF ILLINOIS; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:**

**LOT 134 IN LAKEVIEW TOWERS UNIT NUMBER 3, BEING A SUBDIVISION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ (EXCEPT THE WEST 632 FEET THEREOF AT RIGHT ANGLE MEASUREMENT) OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

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