

# UNOFFICIAL COPY

Date: March 18, 2010



From: John Robert Beske  
1227 North Taylor Avenue  
Oak Park, IL 60302

Doc#: 1007739043 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/18/2010 01:15 PM Pg: 1 of 4

To: CHASE MANHATTAN BANK USA,  
250 WEST HURON ROAD  
CLEVELAND, OH 44113  
Certified Mail # 7009 1680 0002 4413 2786

CHASE HOME FINANCE  
P.O. BOX 29505  
PHOENIX, AZ 85038-9505  
Certified Mail # 7009 1680 0002 4413 2793

Re: Original Loan # 41491829450  
Commonly Known Address: 1224 NORTH TAYLOR AVENUE, OAK PARK, ILLINOIS  
Mortgage Record: #(s) 0720519067 - Record Date: 07/23/2004

## NOTICE OF RIGHT TO CANCEL

Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent

**Parties:** JOHN ROBERT BESKE/MARLA SUE ROSE (Alleged Borrower(s) hereinafter **Borrower**) and CHASE MANHATTAN BANK USA. and CHASE HOME FINANCE (Alleged Lender(s) hereinafter **Lender**)

Attention: Alleged Lender

This communication will serve as our Notice of Right to Cancel dated March 18. TILA (Truth in Lending Act, 15 USC §1601 et seq; 12 CFR Part 226) allows three (3) years to review Disclosure Documents. The referenced 'Three Day Right to Cancel' most have a trigger to begin. 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 Mortgage 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 US Supreme Court has declared: **"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments."** (United States v. Throckmorton, 98 U.S. 61)

To this date, Lender has never provided Borrower with true, complete, accurate or timely documents as required. ONLY AFTER such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) 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, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, which have never been provided.

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A close perusal/audit of Borrower mortgage documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, 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 Lenders, Successor 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 home 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.

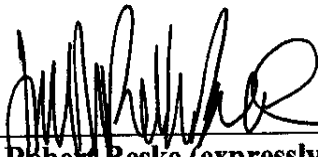
In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they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

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. **Borrower** may then regain/acquire all rights to 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 and other State and Federal law can be as much as triple damages i.e., triple the amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction. Therefore, the Borrowers hereby in good faith make the following offer: Borrowers will forgive CHASE MANHATTAN BANK USA. any liability incurred by its wrongful actions, provided CHASE MANHATTAN BANK USA. rightfully forgive Borrower the full amount of mortgage/credit you fraudulently allege to have given. In addition, Borrower make the one time demand of \$17,700.00 for any loss, damage, and injury they have sustained; and, that CHASE MANHATTAN BANK USA also remove all/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/accepted pursuant to the terms and conditions as set forth herein and throughout.

Sincerely,



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**John Robert Beske (expressly all rights reserved)**  
Third Party Interest Intervener, live breathing man/woman,  
**Real Party in Interest.**

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State of ILLINOIS )  
 ) ss.:  
County of Cook )

Subscribed and Affirmed and having been duly sworn to at Oak Park, IL (town/city) before me, a Notary Public for the said county and state as above noted, do hereby state that the living ~~man~~ woman, John Robert Beske, personally appeared before me and signed the foregoing instrument.

Witness my hand and official seal this 18<sup>th</sup> day of March, 2010.

Tammika Lee

Notary Public Signature



2/18/2012

My Commission Expires

[SEAL]

Property of Cook County Clerk's Office

