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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/27/2010 03:02 PM Pg: 1 of 30

Keith R. Williams
3 Butterfield Circle
Flossmoor, IL 60422

QUANTUM SERVICING CORP.
ATTN: Paul Bossity / John Anderson
2 Corporate Drive, Suite 800
SHELTON, CT 06484-6249

Cc: Marcella E. Bell, CEO, U. S. Office of Housing and Urban Development (Originals), United States Attorney General Office, Comptroller of Currency, John C. Dugan, Illinois Attorney General, Lisa Madigan Cook County Circuit/District Court, JAY C NIEDERHAUSER, Resident Agent

AFFIDAVIT OF FACTS

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Title 42 Section 1983 Lawsuit

Pursuant to Public Law at 42 Stat 13-15 as Original Intent of Congress prima facie code title 42,

United States Code (U.S.C.) section 1983

"Every person who under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, Suit in equity, or other proper proceeding for redress, except that in any action brought against a judicial officer for an act or omission taken in such officer's judicial capacity, injunctive relief shall not be granted unless a declaratory decree was violated or declaratory relief was unavailable. For the purposes of this section, any Act of Congress applicable exclusively to the District of Columbia shall be considered to be a statute of the District of Columbia"

Summary of Issue:

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This case is a case of predatory lending and possible fraud. I, **Keith R. Williams** allege that the corporation **QUANTUM SERVICING CORP.** is not the holder of a note on her property. As they are not a holder of the note I, **Keith R. Williams** allege no obligation of debt. I, **Keith R. Williams** also allege that the Bank Directors participated in an unlawful scheme in regards to Banking practices. These matters are taken up in this case.

The issues include violations of Title 15 of the United States Code in regards to unlawful Debt Collection Practices.

Summary II:

QUANTUM SERVICING CORP. and **Keith R. Williams** participated in contract and commercial activity in respect to a bond which is expressly governed by Federal law and the Uniform Commercial Code which are uniform statutory laws of all of the United States of America including the District of Columbia. I, **Keith R. Williams** make the claim that the instrument/obligation became voidable when **QUANTUM SERVICING CORP.** participated in fraudulent and illegal activity violating the rules of the laws under which the bond is expressly governed and also violated their duty as officers sworn statutorily to Act within the parameters of the National Bank Act and other applicable statutes.

Applicable Laws and Statutes

- Pursuant to Public Law at 42 Stat 13-15 as Original Intent of Congress, title 42, United States Code (U.S.C.) section 1983, "Chapter XXII- an Act to enforce the Provisions of the Fourteenth Amendment to the Constitution of the United States, and for Other purposes" Civil Rights Protections
- 62 Stat 932, title 28, U.S.C. section 1343, (positive law) Civil Rights Violations
- 62 Stat 934, title 28, U.S.C. section 1352, (positive law) Bonds Executed under Federal Law
- Chapter 106, 13 Stat 99 National Bank Act Statues at Large Superior To Title 12, U.S.C. Banks & Banking, prima facie evidence of the law
- 62 Stat 938, title 28, U.S.C. section 1442, (positive law) Federal Officers Sued

Affidavit of Facts

The issues in this case that serve as the basis for the claims are:

- 1) **QUANTUM SERVICING CORP.** entered into negotiable instrument contract with Keith R. Williams.
- 2) **Keith R. Williams** asserts real defense remedy in contract against **QUANTUM SERVICING CORP.** for Fraud in the factum illegality of Transaction that renders the underlying claims of lien void, and failure to prove that they are the lawful holder of a lien on the property after proper discovery will nullify all of **QUANTUM SERVICING CORP.**'s claims
- 3) **QUANTUM SERVICING CORP.** is subject to The National Bank Act (Chapter 106, 13 STAT 99)
- 4) The Directors involved in the transactions of **QUANTUM SERVICING CORP.** herein noted as the holders of a note/bond are oathed to abide by the laws governing financial institutions stated at The National Bank Act (Chapter 106, 13 STAT 99) and have violated their oaths of office which are held at the Office of the Comptroller of Currency

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of the United States

- 5) I, **Keith R. Williams** issued bonds to the above mentioned Defendants and the United States Comptroller of the Currency has registered the bonds to the Directors of **QUANTUM SERVICING CORP.**
- 6) Directors of the previously stated **QUANTUM SERVICING CORP.** cannot convert the exchange of my bonds for a property to a loan.
- 7) I, **Keith R. Williams** using the above listed Statutes at Large which express the Original Intent of Congress in regards to the duties of the above listed director of **QUANTUM SERVICING CORP.** and not title 12, U.S.C. Banks and Banking which is only prima facie evidence of the law. The Statutes at Large have been continuously adjudicated as law and superior to the code that is prima facie and when a question of the authenticity of the law arises each of the Circuit courts, appeals courts and Supreme Court have ruled that the Statutes at large hold lawful/legal precedence over the United States Code. The issue of this case which is the original wet signature note, the bond attached and the issue of its authenticity cannot be tested without using the original intent of Congress as expressed through the aforementioned Statutes at Large as enacted by the Congress of the United States of America. I, **Keith R. Williams** will use that de jure body of law to make my claims upon **QUANTUM SERVICING CORP.** with a note of strict proof of the case law stating the legal precedence of the Statutes at Large over the Code:

AFFIDAVIT OF FACTS IN SUPPORT OF MY CLAIMS & REAL DEFENSES

- 1) I, **Keith R. Williams** requested to inspect a certified copy of the original wet signature promissory note alleged to be held by **QUANTUM SERVICING CORP.** Respondents are fully aware that **Keith R. Williams** turned over a bond as an asset exchange in which I, **Keith R. Williams** is listed as the issuer of the Bond. I, **Keith R. Williams** allege that this bond was then exchanged with other instruments from the United States Department of Treasury. Discovery is required to subpoena the information
- 2) The Bond is specifically governed by Federal law and Negotiable Instruments Law of this state [Illinois Compiled Statues codified as 810ILCS 5/3-305] as is the validity of the alleged lien allegedly held by **QUANTUM SERVICING CORP.**
- 3) **QUANTUM SERVICING CORP.** through its agent **John Anderson**, at the time violated the National Bank Act and the Uniform Commercial Code section 3-305 (a) 1, in that he materially altered a bond with the intent of defrauding **Keith R. Williams**. He acted without the consent of **Keith R. Williams**, committed Fraud in the factum, rendering the transaction illegal, and thus stands as fraud which induced **Keith R. Williams** to be responsible for the contract upon terms and conditions other than agreed upon. The Law at Illinois Compiled Statues codified as 810ILCS 5/ 3-305 is expressed as, "§ 3-305. Real Defenses and claims in recoupment.

(a) **General Rule.**--Except as stated in subsection (b), the Right to enforce the obligation of a party to pay an instrument Is subject to the following:

(1) A defense of the obligor based on:

(ii) Lack of legal capacity or *illegality of*

The transaction WHICH UNDER OTHER LAW, nullifies the Obligation of the obligor;

(iii) Fraud that induced the obligor to sign the

Instrument with neither knowledge nor reasonable

Opportunity to learn of its character or its essential

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Terms; or

- 4) This is the implementation of a real defense and is effective even against a holder in due course as stated in **Illinois** Compiled Statues codified as 810ILCS 5/ 3-305(b) in this case the Holder in due course or holder is alleged to be **QUANTUM SERVICING CORP.** The law that Governs this note/bond/ is the National Bank Act also called the National Currency Act
- 5) The issues here are that I, **Keith R. Williams** is asserting real defenses against the validity of the original negotiable instrument 'contract' bond which has been altered.
- 6) The first issue of which is a personal defense is consideration. There has been no loan or consideration in this contract in the amount of \$344,585.09 This is the original amount of the bond of collateral held by the issuer **Keith R. Williams.**
- 7) According to the above Federal law Financial Institution in this case **QUANTUM SERVICING CORP. cannot loan the capital stock of their directors, nor can they loan the money of their depositors,** and they can only loan money pursuant to Public Law Volume 13 38th Congress Stat 99-118 The National Bank Act which holds precedent over U.S.C. Title 12 which is only prima facie law and NOT positive law. They have not followed any of the provisions of this monetary law of the United States of America nor have they honored negotiable instrument laws of this state and the District of Columbia [United States].
- 8) Also according to the National Bank Act Bank, **QUANTUM SERVICING CORP. cannot enter into mortgage agreements for real estate beyond a 5 year period.**
- 9) The fraudulent note which was converted from my lawfully tendered bond was for a 30 year mortgage which by operation of law is fraudulent according to Statute.
- 10) The Banks or **QUANTUM SERVICING CORP.,** all directors, cannot claim ignorance of this because each Director has an Oath to Follow Public Law Volume 13 38th Congress Stat 99-118 which is recorded at the United States Office of the Comptroller of Currency.
- 11) So President John Anderson has participated in this fraud through his endorsement on the assignment from **QUANTUM SERVICING CORP.** and thus through real defenses implemented herein **QUANTUM SERVICING CORP.** has no legitimate claim as a holder of a note nor can they force **Keith R. Williams** to pay any instruments that are Fraud.

It is a fact that I, **Keith R. Williams,** was under the impression that through conveying, a bond that there was a lawful exchange taking place. I had no idea this transaction was being processed as a loan.

The bond somehow has been converted into a note without agreement or authorization from **Keith R. Williams. Who converted the bond into a loan? Who is the holder of the original contract with wet signatures? Who is the holder in due course? Where is the bond registered and with what official officer of law?** Is the conversion of the bond into a note material alteration of a contract without consent nullifying the validity of the original contract? These are some of the questions that must or will be answered upon discovery.

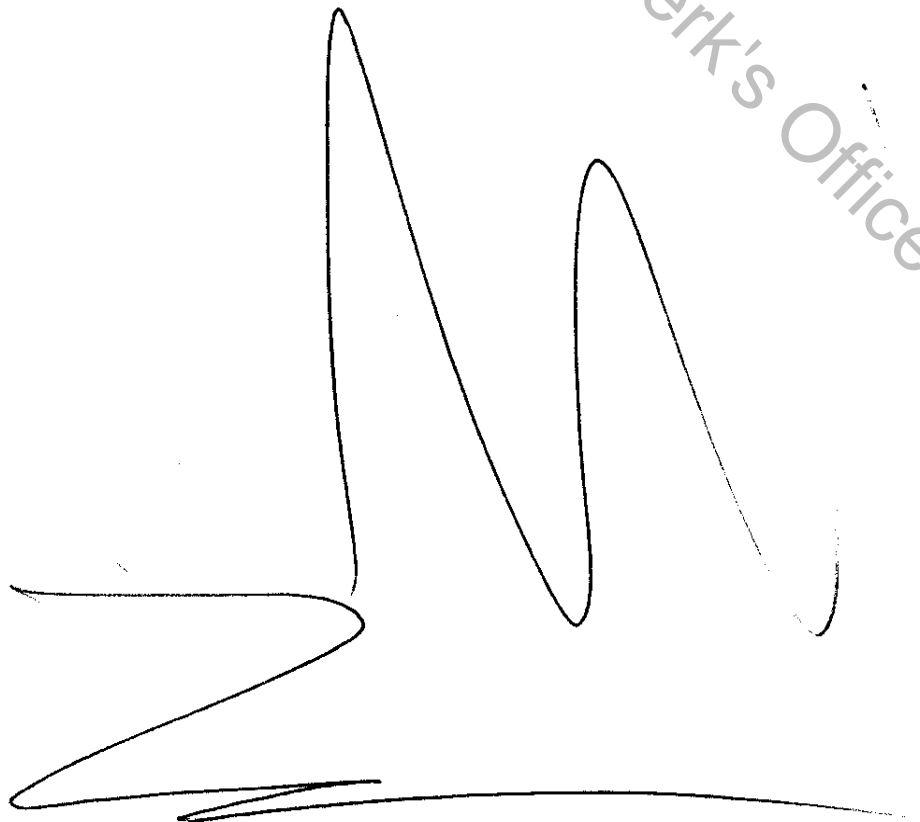
Proceeding cannot continue until **QUANTUM SERVICING CORP.** does the following:

DEMAND FOR REMEDY AND IMPLEMENTATION OF REAL DEFENSES

- A) **QUANTUM SERVICING CORP.** must successfully rebut the real defenses of I, **Keith R. Williams** which are:

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- 1) Alleged Original Creditor **QUANTUM SERVICING CORP.** provided no consideration in this contract that is in accord with the governing law at 13 STAT 99 and therefore committed fraud in the factum, which simply means that Alleged Original Creditor took the asset of **Keith R. Williams** and attempted to create an illegal transaction and continued by asserting a lien against her property.
- 2) Alleged Original Creditor has injured the assignees and is thus responsible for them. The source [of the alleged loan] cannot be from the Directors pursuant to the National Bank Act, which states specifically, **OATH OF THE DIRECTORS FILED WITH THE COMPTROLLER OF CURRENCY**“ Each Director when appointed or Elected, shall take an oath that he will, so far as the duty devolves on him, diligently and honestly administer the affairs of such association, and will not knowingly violate, or willingly permit to be violated any provisions of this act, and that he is the bona fide owner, in his own right, of the number of shares of stock required by this act, subscribed by him, or standing in his name on the books of the association, and that the same is not hypothecated, or in any way pledged, as security for a loan or debt; which oath subscribed by himself, and certified by the officer before whom it is taken, shall be immediately transmitted to the comptroller of currency, and by him filed and preserved in his office.” 13 STAT 102, Section 9
- 3) Alleged Original Creditor **QUANTUM SERVICING CORP.** also cannot loan money from any of its other stock or depositors assets according to Federal law which states, **NATIONAL BANKING ASSOCIATION CANNOT MAKE LOANS ON THE SECURITY OF THE SHARES OF ITS STOCK**, “*And be it further enacted*, That no association shall make any loan or discount on the security of the shares of its own capital stock.” 13 STAT 110, Section 35
- 4) Alleged Original Creditor and Assignees must answer the real defense assertion that a 30 year mortgage by operation of law is fraud in the factum [in violation of **Illinois** Compiled Statues codified as 810ILCS 5/3-305 (a) real defenses], fraudulent, illegal, and unlawful and in violation of the laws governing banks and **CITIBANK N.A.** which expressly states at 13 STAT 99, **RULES GOVERNING HOLDING OF REAL ESTATE**: “*And be it further enacted*, Such associations shall not purchase or hold real estate in any other case or for any other purpose than as specified in this section. Nor shall it hold the possession of any real estate under mortgage, or hold the title and possession of any real estate purchased to secure debts due to it for a longer period than five years.” 13 STAT 108, Section 28
- 5) If alleged original creditor or assignees disagree with the Federal laws governing this contract negotiable instrument, note/bond then **QUANTUM SERVICING CORP.** must successfully contend that all banking and Financial Institutions in the United States of America is not subject to the following rules, **LAWS GOVERNING FORMING OF NATIONAL BANKING ASSOCIATIONS** “*And be it further enacted*, That Associations for carrying on the Business of Banking may be formed by any number of persons, not less in any case than five, who shall enter into articles of association, which shall specify in general terms the object for which the association is formed, and may contain any other

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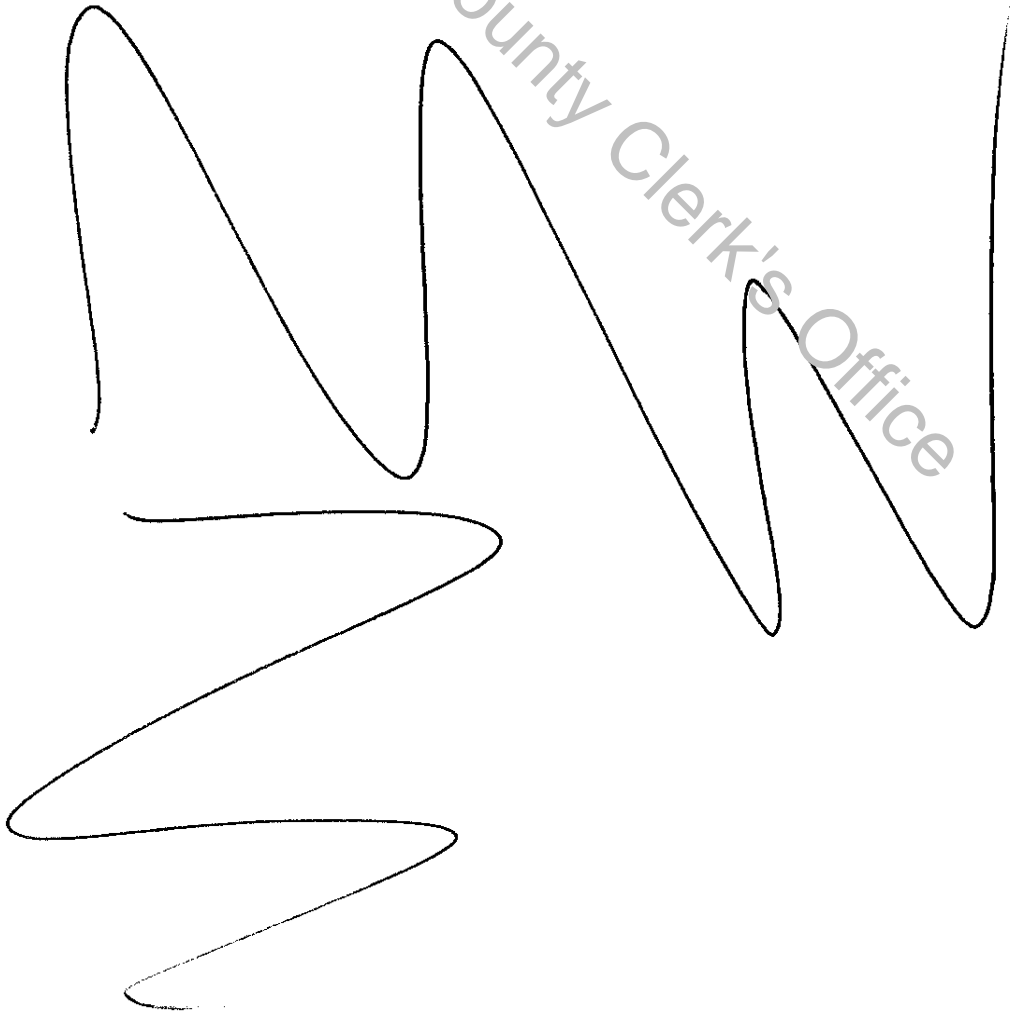
provisions, not inconsistent with the provisions of this act." 13 STAT 100, Section 5



- 6) If Alleged Original Creditor **QUANTUM SERVICING CORP.** and or assignee in any manner did business with a third party with the note/bond entities such as the United States Department of Treasury, or the Comptroller of the Currency, Bureau of Public Debt, a Trustee **QUANTUM SERVICING CORP.**, etc...in order to gain a Bond, stock, securities or Bonds from the said entities Plaintiffs actions are unlawful and fraudulent based on the following, **BANKS CANNOT USE ITS NOTES IT CIRCULATES TO CREATE OR INCREASE ITS CAPITAL STOCK**, "*And be it further enacted, That no association shall, either directly or indirectly, pledge or hypothecate any of its notes of circulation, for the purpose of procuring money to be paid in on its capital stock, or to be used in its banking operations, or otherwise; nor shall any association use its circulating notes, or any part thereof, in any manner or form, to create or increase its capital stock.*" 13 STAT 110, Section 37
- 7) Also Alleged Original Creditor **QUANTUM SERVICING CORP.** and Assignees must understand that any and all Directors, Presidents, Vice Presidents or any other financial agents or officers who have **violated the governing law of this instrument must and will be punished according to the rule of law including possible jail time and fines and possible closing of QUANTUM SERVICING CORP. if found in violation of the aforementioned laws.** This is expressly stated in the Statute, **PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT** "*And be it further enacted, That every president, director, cashier, teller, clerk, or agent of any association, who shall embezzle, abstract, or willfully misapply any of the moneys, funds, or credits of the association, or shall, without authority from the directors, issue or put in circulation any of the notes of the association, or shall, without such authority issue or put forth any certificate of deposit, draw any order or bill of exchange, make any acceptance, assign any note, bond, draft, bill of exchange, mortgage, judgment, or decree, or shall make any false entry in any book, report, or statement of the association, with intent, in either case, to injure or defraud the association or any other company, body politic or corporate, or individual person, or to deceive any officer of the association, or any agent appointed to examine the affairs of any such association, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment not less than five nor more than ten years.* 13 STAT 116, Section 55, **PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT**, *And be it further enacted, That if the directors of any association shall knowingly violate, or knowingly permit any of the officers, agents, or servants of the association to violate any of the provisions of this act, all the right, privileges, and franchises of the association derived from this act shall thereby be forfeited...* And in cases of such violation, every director who participated in or assented to the same shall be held liable in his personal and individual capacity for all damages which the association, its shareholders, or any other person, shall have sustained in consequence of such violation. 13 STAT 116, Section 53

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- 8) Alleged Original Creditor **QUANTUM SERVICING CORP.** and Assignees **MUST** lawfully rebut these facts and points of law in order for the Plaintiff's due process not be violated
- 9) If this court cannot provide Plaintiff with its due process rights plaintiff reserves the right to seek justice at law and due process including a jury trial in a court having jurisdiction to allow for such including a fair hearing and trial and a right to a jury trial in this matter.

10) I, **Keith R. Williams** is compelling the court to force **QUANTUM SERVICING CORP.** to answer the question on page 4 in accordance with the Rules of Civil Procedure of this Court.

"I, **Keith R. Williams**, Declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

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CASE LAW IN ALL CIRCUITS AND THE SUPREME COURT OF THE UNITED STATES SUPPORTING USE OF STATUTES AT LARGE AS SUPERIOR TO TITLE 12, U.S.C. BANKS AND BANKING

The official source of the United States Law is Statutes at Large and the United States Code is only prima facie evidence of such laws

Royers Inc. vs. United States 1959CA3Pa 265 F. 2d 615, 59-USTC 9371, 3AFTR 2d 1137

Statutes at Large are 'legal; evidence' of laws contained therein and are accepted as proof of those laws in any court of the United States.

Bear vs. United States (1985 DC Neb) 611 supp 589, affd (1987) (CAS Neb) 810F 2d 153

Unless Congress affirmatively enacts title of United States Code into law, title is only prima facie evidence of law

Preston vs. Heckler (1984 CA2 Alaska) 734 F2d 1359 34 CCH EPD 34433 later proceeding (1984 DC Alaska) 586 F. supp 1158

Where the Title has not been enacted into positive law, title is only prima facie or rebuttable evidence of law, and if construction is necessary, recourse may be had to original statutes themselves

United States vs. Zuger (1984) DC Conn 602 F supp 889 affd

Even codification into positive law will not give code precedence where there is conflict between codification and Statutes at Large

Warner vs. Goltra (1934)293 US 155, 79 L ED 254 55 S Ct 46 Stephens vs. United States (1943) 319 US 423, 87L Ed 1490, 63 S Ct 1135 United States vs. Weldon (1964) 377 US 95, 12L 2d 152, 84 S Ct 1082

United States Code does not prevail over Statutes at Large when the two are inconsistent

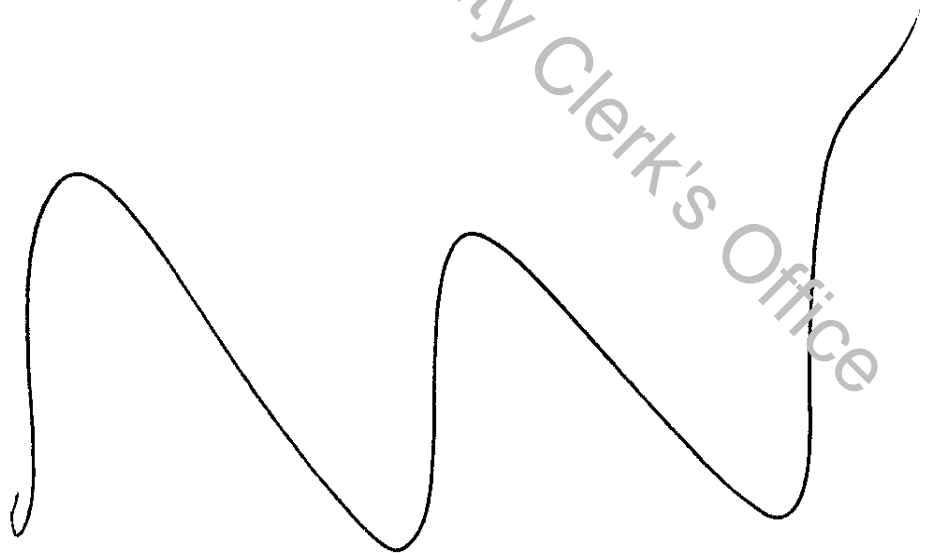
Stephens vs. United States (1943) 319 US 423, 87 L Ed 1490, 635 Ct 1135 Pratt vs. the Motor Vessel Bering Explorer 1974, DC Alaska 373 F. supp 927

Although United States Code establishes prima facie what laws of the United States are to the extent that provisions of the United States Code are inconsistent with Statutes at Large, Statutes at Large will prevail. **Best Food Inc. v United States (1965) 37 Cust Ct. 1, 147 F Supp. 749.**

Where there is conflict between codification and Statutes at Large, Statutes at Large must prevail. **American Export Lines Inc. v United States (1961) 153 Ct Cl 201, 290 F 2d 925 Abell vs. United States (1975) 207 Ct Cl 207, 518 F 2d 1369, cert den (1976) 929, US 817, 50L Ed 2d 76, 97 S Ct. 59**

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Case law Supporting Statutes at Large as holding lawful and legal precedence over United States Code is found in all Circuits of the Federal Jurisdiction and the Supreme Court of the United States



United States Supreme Court

Warner vs Goltra (1934) 293 US 155, 79 L Ed 254 55 S Ct. 46
Stephens vs United States (1943) 319 US 423 87 L Ed. 1490, 63 S Ct. 1135
Nashville Milk Co. vs. Carnation Co. (1958) 355 US 373, 2 L Ed 2d 340 785 Ct 352
United States vs. Weldon (1964) 377 US 95, 12 L. Ed 2d 152 845 Ct. 1082
United States vs. Neifert-White Co. (1968) 390 US 228, 19 L Ed. 2d 106 1, 88 S Ct. 959
Goldstein vs. Cox (1970) 396 US 471, 24 L. Ed 2d 663, 90 S Ct. 671
United States vs. Bornstein (1976) 423 US 303, 46 L. Ed 2d 514, 96 S Ct. 523
American Bank & Trust Co. vs. Dallas County (1983) 463 US 855 77L. Ed 2d 1072 103 S Ct 3369

Second Circuit

Leonard vs. Chase Nat. Bank (1936) CA 2 NY 81 F 2d 19, cert den 298 US 677, 80 L Ed 1398, 56 S Ct. 941
United States ex rel Kessler vs. Mercur Corp. (1936, CA 2 NY) 83 F 2d 178 cert den 299 US 576, 81 L. Ed. 424 57 S Ct. 40
United States vs. Zuger (1984) DC Conn 602 F. Supp 889 aff'd 755 F. 2d 915 cert den 474 US 805, 88 L. Ed. 32 106 S Ct. 38

Third Circuit

Royers Inc. vs. United States (1959, CA3 Pa.) 265 F 2d. 615
Crilly vs. Septa (9175, CA 3 Pa) 529 F 2d 1355
United States vs. Hibbs (1976 Ed Pa) 420 F. Supp. 1365 vacated on other grounds 56 S F 2d 347

Fourth Circuit

United States vs. Shively (1936 DC VA) 15 F. Supp 107

Fifth Circuit

Murrell vs. Western Union Tel Co. (1947, CAS Fla.) 160 F 2d 787

Sixth Circuit

Rose vs. National Cash register Corp (1983 CA 6 Mich.) 703 2d 225 cert den 464 US 939, 78 L. Ed 2d 317, 104 S Ct. 352 (1983)
Mary vs. Centran Corp (1984 CA 6 Ohio) 747 F 2d 1536. Cert den 471 US 1125, 86 L. Ed. 2d 273, 105 S Ct. 2656 (1985)
United States ex rel Boyd vs. McMunty (1933, WD KY) 5 F supp. 515

Seventh Circuit

United States vs. Vivian (1955, CA 7111) 224 F 2d 53
Lode vs. Leonardo (1982 ND ILL) 557 F Supp 675
Young vs. IRS (1984, ND Ind.) 596 F. Supp 141
United States vs. Burgess (December 1 1987 ND ILL) 1987 U.S. District LEXIS 11227 1987 WL 39092

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Eighth Circuit

United States vs Wodtke (1985 ND Iowa) 627 F. Supp. 1034

Ninth Circuit

Preston vs. Heckler (1984, CA Alaska) 734 F 2d 1359 34 CCH EPD P 34433

Ryan vs. Bilby (1985, CA9 Ariz.) 764 F 2d 1325

Woner vs. Lewis (1935, DC Cal) 13 F. Supp. 45

Peart vs. The Motor Vessel Bering Explorer (1974) DC Alaska 373 F. Supp 927

District of Columbia Circuit

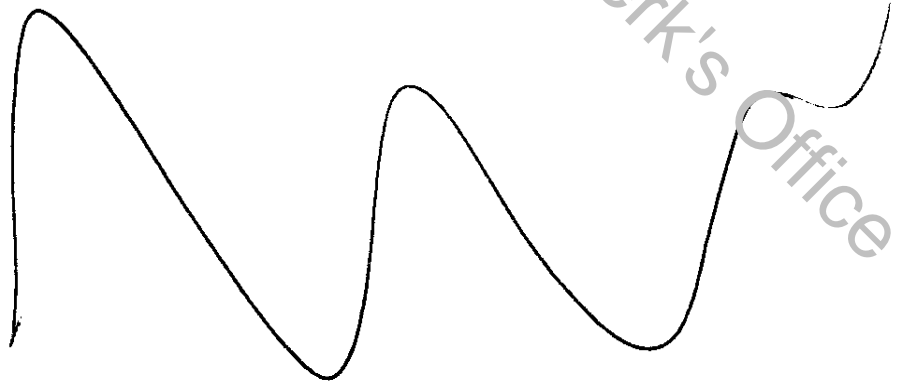
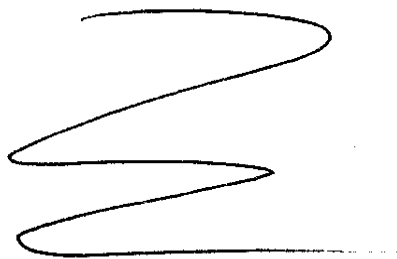
Where the language of the Statutes at Large conflicts with the language of the United States Code that has been not enacted into positive law, the language of the Statutes at Large Controls.

Fire Flag S Pipeline Co vs Dep. of Transportation (1988) App DC 854 F Ld 1438

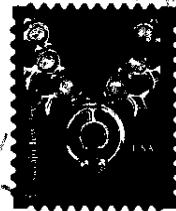
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It is important at this point to detail a Summary of Legal Guidelines of the National Bank Act (Chapter 106, 13 STAT 99), which are the de jure laws on Banking and **QUANTUM SERVICING CORP.** in the United States of America. These are the standing laws that will prove the color of authority actions carried out by the listed defendants.

EXCERPTS FROM THE NATIONAL BANK ACT EXPRESS/SHOW CONGRESSIONAL INTENT AS IT RELATES TO BANKS AND BANKING

LAWS GOVERNING FORMING OF NATIONAL BANKING ASSOCIATIONS

“And be it further enacted, That Associations for carrying on the Business of Banking may be formed by any number of persons, not less in any case than five, who shall enter into articles of association, which shall specify in general terms the object for which the association is formed, *and may contain any other provisions, not inconsistent with the provisions of this act.*”

13 STAT 100, Section 5

OATH OF THE DIRECTORS FILED WITH THE COMPTROLLER OF CURRENCY

“Each Director when appointed or Elected, shall take an oath that he will, so far as the duty devolves on him, diligently and honestly administer the affairs of such association, and will not knowingly violate, or willingly permit to be violated any provisions of this act, and that he is the bona fide owner, in his own right, of the number of shares of stock required by this act, subscribed by him, or standing in his name on the books of the association, and that the same is not hypothecated, or in any way pledged, as security for a loan or debt; which oath subscribed by himself, and certified by the officer before whom it is taken, shall be immediately transmitted to the comptroller of currency, and by him filed and preserved in his office.” 13 STAT 102, Sec. 9

THE COUNTERSIGNING AND DELIVERY OF CIRCULATING NOTES, EXCEPT AS PERMITTED BY THIS ACT, MADE UNLAWFUL... PENALTY

“And be it further enacted, That it shall be unlawful for any officer acting under the provisions of this act to countersign or deliver to any association, or to any other company or person, any circulating notes contemplated by this act, except as hereinbefore provided, and in accordance with the true intent and meaning of this act. And any officer who shall violate the provisions of this section shall be deemed guilty of a high misdemeanor, and on conviction thereof shall be punished by fine not exceeding double the amount so countersigned and delivered, and imprisonment not less than one year and not exceeding fifteen years, at the discretion of the court in which he shall be tried. 13 STAT 100, Sec. 27

RULES GOVERNING HOLDING OF REAL ESTATE

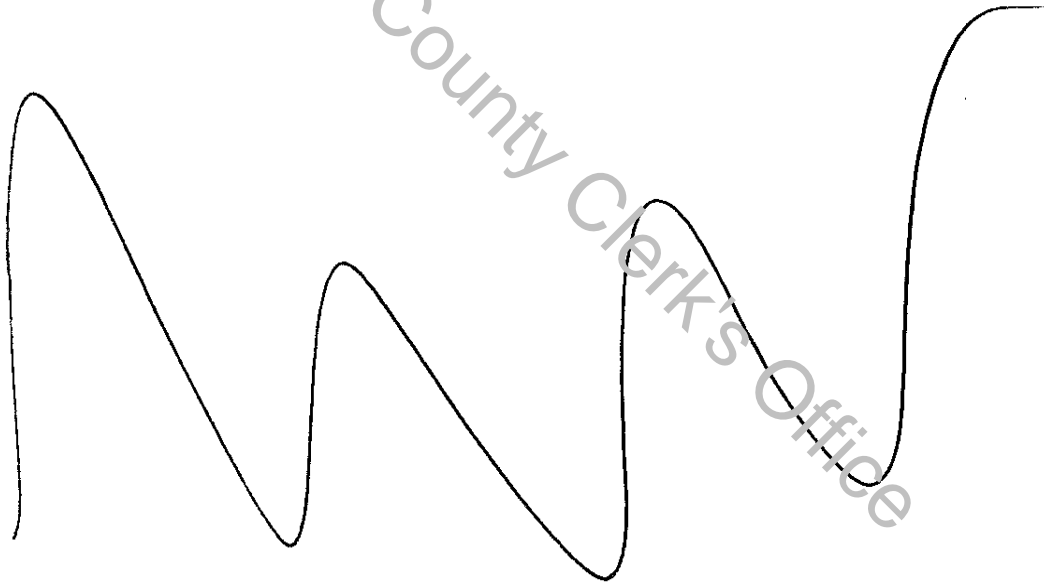
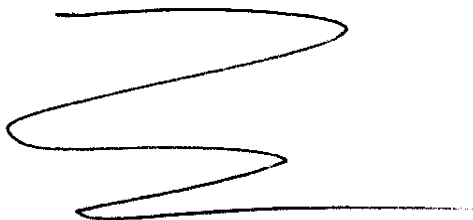
“And be it further enacted, such associations shall not purchase or hold real estate in any other case or for any other purpose than as specified in this section. Nor shall it hold the possession of any real estate under mortgage, or hold the title and possession of any real estate purchased to secure debts due to it for a longer period than five years.” 13 STAT 107-108, Sec.28

NATIONAL BANKING ASSOCIATION CANNOT MAKE LOANS ON THE SECURITY OF THE SHARES OF ITS STOCK

“And be it further enacted, That no association shall make any loan or discount on the security of the shares of its own capital stock.” 13 STAT 110, Sec.35

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SOLE METHOD FOR MAKING LOANS

“Such Association shall have power to...exercise under this act all such incidental powers as shall be necessary to carry on the business of banking by discounting and negotiating promissory notes, drafts, bills of exchange, and other evidences of debt; by loaning money on personal security.”

BANKS CANNOT USE ITS NOTES IT CIRCULATES TO CREATE OR INCREASE ITS CAPITAL STOCK

“*And be it further enacted*, That no association shall, either directly or indirectly, pledge or hypothecate any of its notes of circulation, for the purpose of procuring money to be paid in on its capital stock, or to be used in its banking operations, or otherwise; nor shall any association use its circulating notes, or any part thereof, in any manner or form, to create or increase its capital stock.” 13 STAT 110, Sec. 37

PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT

“*And be it further enacted*, That every president, director, cashier, teller, clerk, or agent of any association, who shall embezzle, abstract, or willfully misapply any of the moneys, funds, or credits of the association, or shall, without authority from the directors, issue or put in circulation any of the notes of the association, or shall, without such authority issue or put forth any certificate of deposit, draw any order or bill of exchange, make any acceptance, assign any note, bond, draft, bill of exchange, mortgage, judgment, or decree, or shall make any false entry in any book, report, or statement of the association, with intent, in either case, to injure or defraud the association or any other company, body politic or corporate, or individual person, or to deceive any officer of the association, or any agent appointed to examine the affairs of any such association, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by imprisonment not less than five nor more than ten years.” 13 STAT 116, Sec. 55

PENALTY UPON DIRECTORS FOR VIOLATION OF THIS ACT

“*And be it further enacted*, That if the directors of any association shall knowingly violate, or knowingly permit any of the officers, agents, or servants of the association to violate any of the provisions of this act, all the right, privileges, and franchises of the association derived from this act shall thereby be forfeited... And in cases of such violation, every director who participated in or assented to the same shall be held liable in his personal and individual capacity for all damages which the association, its shareholders, or any other person, shall have sustained in consequence of such violation.” 13 STAT 116, Section 53

ESTABLISHMENT OF THE OFFICE OF THE COMPTROLLER OF CURRENCY

“That there shall be established in the treasury Department a separate Bureau, which shall be charged with the execution of this and all other laws that may be passed by Congress respecting the issue and regulation of a national currency secured by United States Bonds.” 13 STAT 99

OATH OF THE COMPTROLLER

“Within fifteen days from the time of notice of his appointment the comptroller shall take and subscribe the oath of office prescribed by the Constitution and laws of the United States.” 13 STAT 100

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UNITED STATES BONDS DEFINED

"And it shall further be enacted, That the term United States Bonds as used in this act, shall be construed to mean all registered bonds now issued, or that hereafter be issued, on the faith of the United States by the Secretary of the Treasury in pursuance of Law." 13 STAT 100 Sec. 4

BANKS BY LAWS MUST BE CONSISTENT WITH THIS ACT

"Its Board of Directors shall also have power to define and regulate by-laws, not inconsistent with the provisions of this act." 13 STAT 101-102, Sec. 8

SHUTDOWN OF BANK FOR ILLEGAL ACTIVITY OF SHAREHOLDERS

"The comptroller shall have authority to withhold from an association his certificate authorizing the commencement of business, whenever he shall have reason to suppose that the shareholders thereof have formed the same for any other than the legitimate objects contemplated by this act. 13 STAT 103, Section 12

BONDS REGISTERED WITH COMPTROLLER

"*And be it further enacted.* That it shall be the duty of the comptroller of the currency to countersign and enter in the book, in the manner aforesaid, every transfer or assignment of any bonds held by the treasurer presented for his signature; and the comptroller shall have at all times during office hours access to the books of the treasurer for the purpose of ascertaining the correctness of the transfer or assignment presented to him to countersign; and the treasurer shall have the like access to the book above mentioned, kept by the comptroller, during office hours, to ascertain the correctness of the entries in the same; and the comptroller shall also at all times have access to the bonds on deposit with the treasurer, to ascertain their amount and condition." 13 STAT 105, Sec. 20

AMOUNT OF NOTES NOT TO EXCEED THREE HUNDRED MILLION

"*And be it further enacted,* That the entire amount of notes for circulation to be issued under this act shall not exceed three hundred millions of dollars." 13 STAT 105-106, Sec. 22

FEDERAL RESERVE NOTES ARE NOT MONEY BY LAW

"And no such association shall issue post notes or any other notes to circulate as money than such as are authorized by the forgoing provisions of this act." 13 STAT 106, Sec. 23

BANKS NOT HOLDING LAWFUL MONEY MAY BE SHUTDOWN

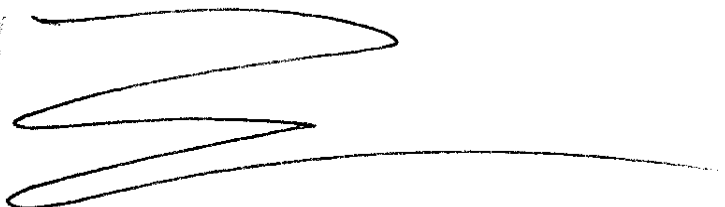
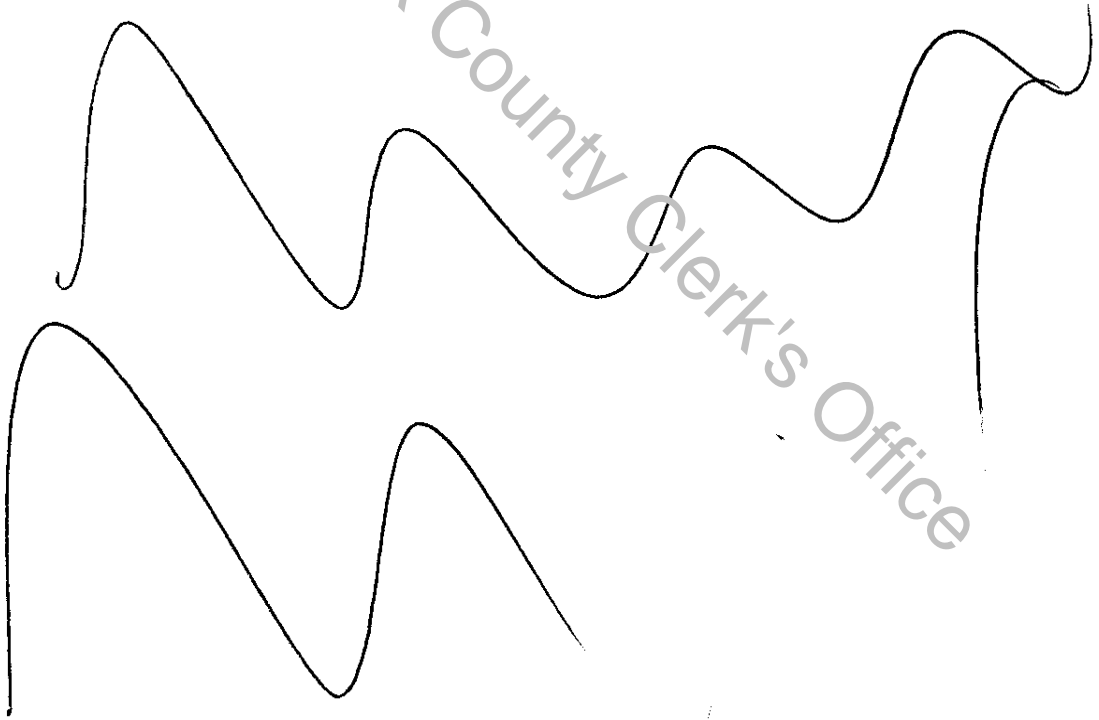
"And it shall be competent for the comptroller of the currency to notify and association, whose lawful money reserve as aforesaid, to make good such reserve; and if such association shall fail for thirty days thereafter so to make good its reserve of lawful money of the United States, the comptroller may, with the concurrence of the Secretary of the Treasury appoint a receiver to wind up the business of such association as provided in this act." 13 STAT 109, Section 31

BANKS MUST REDEEM NOTES AT APPOINTED NATIONAL BANKING ASSOCIATION OR BE SHUTDOWN

"*And be it further enacted,* If any association shall fail either to make the selection or to redeem its notes as aforesaid, the comptroller of the currency may, upon receiving satisfactory evidence thereof, appoint a receiver, in the manner provided for in this act, to wind up its affairs: Provided, That nothing in this section shall relieve any association from its liability to redeem its circulating notes at its own counter, at par, in lawful money, on demand: And provided further, That every association formed or existing under the provisions of this act shall take and receive

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at par, for any debt or liability to said association, any and all notes or bills issued by any association existing under and by virtue of this act.” 13 STAT 109, Section 32

BANKS CANNOT CIRCULATE NOTES THAT ARE NOT REDEEMABLE IN LAWFUL UNITED STATES MONEY

“*And be it further enacted*, That no association shall at any time...knowingly pay out or put in circulation any notes issued by any bank or banking association which at the time of such paying out or putting in circulation is not redeeming its circulating notes in lawful money of the United States.”

NATIONAL BANKING ASSOCIATIONS FINANCIAL AGENTS OF THE GOVERNMENT

“*And be it further enacted*, That all associations under this act, when designated for that purpose by the Secretary of the Treasury, shall be depositories of public money; and they may be employed as financial agents of the government..., and they shall perform all such reasonable duties, as depositories of public moneys and financial agents of the government, as may be required of them... And the Secretary of the Treasury shall require of the associations this designated satisfactory security, by the deposit of United States Bonds and otherwise, for the safe-keeping and prompt payment of the public money deposited with them, and for the faithful performance of their duties as financial agents of the government.” 13 STAT 113, Section 45

IF NOTES ARE NOT REDEEMED BANK CAN BE SHUTDOWN AND LAW HOLDERS PAID IN LAWFUL UNITED STATES MONEY

“*And be it further enacted*, That on receiving notice that any such association has failed to redeem any of its circulating notes, as specified in the next preceding section, the comptroller of the currency, with the concurrence of the Secretary of the Treasury, may appoint a special agent (of whose appointment immediate notice shall be given to such association) who shall immediately proceed to ascertain whether such association has refused to pay its circulating notes in the lawful money of the United States, when demanded as aforesaid, and report to the comptroller the fact so ascertained; and if from such protest or the report so made, the comptroller shall be satisfied that such association has refused to pay its circulating notes as aforesaid and is in default, he shall within thirty days after he shall have received notice of such failure, declare the United States bonds and securities pledged by such association forfeited to the United States, and the same shall thereupon be forfeited accordingly. And thereupon the comptroller shall immediately give notice in such manner as the Secretary of the Treasury shall, by general rules or otherwise, direct, to the holders of the circulating notes of such association to present them for payment at the Treasury of the United States, and the same shall be paid as presented in lawful money of the United States; whereupon said comptroller may, in his discretion, cancel an amount of bonds pledged by such association equal at current market rates, not exceeding par, to the notes paid.” 13 STAT 114, Section 47

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been
Furnished by U.S. Mail to **QUANTUM SERVICING CORP. John Anderson, President, 2
Corporate Drive, Suite 800, SHELTON, CTL 06484-6249, April th, 2010.**



[Keith R. Williams]

SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:


STATE OF ILLINOIS

COUNTY OF COOK

Before me, a notary public in and for the said County and State, personally appeared the below named **KEITH R. WILLIAMS**
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 22nd day of April, 2010.

{SEAL}



NOTARY PUBLIC
My commission Expires 07.07.2012



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RECEIVED
JANUARY 10 2011
CLERK OF COURT
COOK COUNTY

[Handwritten signature]

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