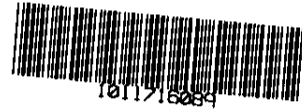


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Doc#: 1011716089 Fee: \$68.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/27/2010 03:29 PM Pg: 1 of 17

When Recorded return to:
River Tali El Marie Bey
c/o Post Office Box 8503
Chicago, Illinois Republic
Non domestic

SPACE ABOVE FOR RECORDERS USE ONLY

Cherron Marie Phillips, Grantor
To the
People/Constituents of the several states
of the Union, Grantee

**NOTICE
OF
REVOCATION OF POWER OF
ATTORNEY
AND
APPOINTMENT
OF SUCCESSOR TRUSTEE**

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NOTICE OF APPOINTMENT OF SUCCESSOR TRUSTEE

RE:

Deed of Trust Record: 00619827;00619828;00619829

Record Date: August 14, AD2000 in the County of Cook in the State of Illinois

Subject property: one zero nine zero eight-twelve south vernon avenue

Filed by: Cherron Marie Phillips, Borrower and Trustor/Grantor under above-described Deed of Trust

TO ALL INTERESTED PARTIES:

The parties to the real estate transaction pertaining to the subject property have been documented to have engaged in what appears to have been mail fraud, wire fraud, fraud in the inducement, forgery, fraud in the factum, fraud in the execution, fraud against equity, misrepresentation, withholding of material facts, unjust enrichment by fraudulent conversion of an asset SHOERBANK, perpetration of falsehoods, deception, coercion, and multiple breaches of contract. The current ongoing attempt to effectuate a fraudulent conveyance in the form of any foreclosure on a Deed of Trust whose obligation has been documented to have been fully and completely satisfied is only the latest illegitimate action on the part of these parties.

It can only be assumed by a person without legal background that the purported lender, AKA SHOREBANK has arbitrarily appointed an employee of said purported lender's organization as beneficiary or Successor Trustee. This is not only invalid, this is a clear instance of fraud.

The obligation under the Deed of Trust has been fully and completely satisfied, see the attached REVOCATION OF POWER OF ATTORNEY. As such, the parties who were obligated to initiate the release of the Deed of Trust as per the terms and conditions of the Deed of Trust, having not done so, are, and have been, in a state of breach of said Deed of Trust. Therefore the above-described Appointment of Successor Trustee is invalid on two counts, both of which completely extinguish any claim of right to foreclose: 1) there has been no valid appointment of a successor trustee who would have the authority to foreclose under legitimate circumstances, and 2) the entire obligation under said Deed of Trust has been satisfied.

And finally, attached copies of REVOCATION OF POWER OF ATTORNEY show that the parties to the above-described Deed of Trust have been duly and properly removed and their assignments have been irrevocably terminated by the above-described Borrower /Trustor/Grantor of said Deed of Trust. This action has been taken because of the above-described breaches and illicit actions of said parties, not to mention the fact that reconveyance of this property was supposed to have occurred once the obligation under the Deed of Trust was satisfied, which was not done. Said satisfaction of said obligation, being the single condition that justified the creation of said Deed of Trust in the first place, effectively brings an end to the business of said Deed of Trust.

BE IT NOW KNOWN

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On March 2, AD2000, SHOREBANK, whose address is described as 7054 SOUTH JEFFREY BOULEVARD CHICAGO IL 60649, did not file a valid Appointment of Successor Trustee with the State of Illinois. Be it known that on April 26, AD, 2010, the VALID and appointed Successor Trustee for said property is hereby River Tali El Marie Bey, Yeshua El Amir Bey, and Kaleb Rashid El Amir Bey of Cook County and Illinois Republic. This appointment has been recorded in Public Record as noted on Page 1 of this document.

There being no sworn statements of any kind that have been presented in any forum, public or private, that dispute the facts shown above, the below signed Trustor/Grantor sets her hand to, and does sign, under penalty of perjury, that the above-stated facts, being entered into the public record, are the true facts and describe the true and current state of affairs under said Deed of Trust.

Cherron Marie Phillips
Authorized Signature - Cherron Marie Phillips

Witness -

STATE OF Illinois

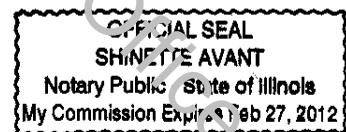
SS.

COUNTY OF Cook

On the 26th day of April, 2010 before me, a Notary Public in and for the above state and county, personally appeared Cherron Marie Phillips, who executed the foregoing instrument, and being first duly sworn, such persons acknowledged that they executed said instrument for the purposes therein contained as their free and voluntary act and deed, were identified on the basis of identification documents and shown to be the same persons.

Shinette Avant
NOTARY PUBLIC

SEAL



My Commission Expires: Feb 27, 2012

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FROM:

Cherron Marie Phillips
 c/o Post Office Box [8503]
 Chicago Illinois Republic non domestic

January 30, 2010

FIFTH THIRD BANK TRUST# 16296 Dated 2/19/1999
3101 West 95th Street
EVERGREEN PARK IL 60803 Certified mail# 7006 2150 0002 0961 0193

CHICAGO TITLE INSURANCE COMPANY (1401 007857511)
CLAIMS DEPARTMENT
171 NORTH CLARK STREET
CHICAGO, ILLINOIS 60601 Certified mail # 7007 3020 0002 4227 1555

SHOREBANK MORTGAGE INC
Attn: Mary Houghton President
7054 S JEFFREY BOULEVARD
CHICAGO, IL 60649 Certified mail # 7006 2150 0002 0961 0186

MERS
1818 LIBRARY STREET SUITE 300
RESTON VA 20190 Certified Mail # 7006 2150 0002 0960 9845

RE: Original Loan No.; APN: 25-15-411-015
Commonly Known Address: 10908 South Vernon Chicago Illinois
Deed of Trust Record No. 00619827/00619828/00619829 Dated 03/02/2000 and Recorded Date
08/14/2000 in the County of COOK State of ILLINOIS

NOTICE OF REVOCATION OF POWER OF ATTORNEY

ATTENTION: All Respondents listed above.

Cherron Marie Phillips and Sellers L. Williams III, DO HEREBY DECLARE:

That, due to the discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment and non disclosure resulting in the deprivation of my property by SHOREBANK audit and close perusal of the purported Loan, Trust of Deed, and Security Agreement. I, Cherron Marie Phillips and Sellers L. Williams III do hereby refuse to knowingly accept or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Promissory Note/Security Instrument/Trust Deed; and, further do hereby revoke, rescind, and terminate all of my signatures relating to any and all said deeds, notes, and agreements from their inception.

Furthermore, I, Cherron Marie Phillips and Sellers L. Williams III do hereby revoke, terminate and rescind all Powers of Attorney, in fact or otherwise, previously assigned by me, implied in law, by trust or otherwise, with or without my consent and or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust, collateral assignments and mortgage signed on the date of March 2, 2000 or otherwise, under Deed of Trust Record No. **00619827/00619828/00619829** Recorded Date:

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August 14, 2000; APN: 25-15-411-015-0000 involving said property more commonly known and identified as: 10908 South Vernon Chicago, Illinois Republic

Cherron Marie Phillips
Cherron Marie Phillips All Rights Reserved

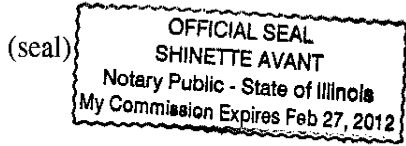
Sellers L Williams III
Sellers L. Williams III

Acknowledgment

State of Illinois)
)
County of Cook)

Subscribed and affirmed before me on this 30th day of January, 2010 by Cherron Marie Phillips, Seller L Williams, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Shinette Avant
Illinois Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

FROM:

January 30, 2010

Mail all correspondence to:
 Cherron Marie Phillips
 c/o Post Office Box [8503]
 Chicago Illinois Republic
 Non domestic

To/All Respondents

FIFTH THIRD BANK TRUST# 16296 Dated 2/19/1999
3101 West 25th Street
EVERGREEN PARK IL 60803 Certified mail# 7006 2150 0002 0961 0193

MERS
1818 LIBRARY STREET SUITE 300
RESTON VA 20190 Certified Mail # 7006 2150 0002 0960 9845

SHOREBANK MORTGAGE
Attn: Mary Houghton
7054 S JEFFERY
CHICAGO IL 60649 Certified mail # 7006 2150 0002 0961 0186

CHICAGO TITLE INSURANCE COMPANY (1491 007857511)
CLAIMS DEPARTMENT
171 NORTH CLARK STREET
CHICAGO, ILLINOIS 60601 Certified mail # 7007 3026 0002 4227 1555

Original Loan # 55885/58617 APN: 25-15-411-015
Original Mortgagee: SHOREBANK
Commonly Known Address: 10908 South Vernon Chicago Illinois
Deed of Trust Record No. 00619827/00619828/00619829; Recorded Date 08/14/2000

NOTICE OF REMOVAL**To: ALL RESPONDENTS ADDRESSED ABOVE**

TRUSTOR(s)/GRANTOR(s): Cherron Marie Phillips and Sellers L. Williams III do hereby give reference to the Deed of Trust drawn and executed by **Cherron Marie Phillips and Sellers L. Williams III** as Trustor(s)/Grantor(s)/Creator(s) with further given to the following described real property situated in:

The South 3 Feet of Lot 3, all of Lots 4 and 5 and Lot 6 (except the south 18 feet thereof) in block 4 in O'Tooles Calumet Center Subdivision, in the southwest ¼ of the Southeast ¼ of Section 15, township 37 North, Range 14, east of the Third Principal Meridian, in Cook County Illinois

The street address or other common designation, if any, of the real property described above is purported to be: 10809 South Vernon Chicago Illinois

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GRANTOR(s)/TRUSTOR(s): Cherron Marie Phillips and Sellers L. Williams III by actual and Constructive Notice do hereby declare:

- 1) **Effective Immediately**, the undersigned **Cherron Marie Phillips and Sellers L. Williams III** forever removes/releases/discharges all "Trustees, Successor Trustees, Substituted Trustees, Agents, Servicers, Assigns, Transfers, known and unknown, including: **SHOREBANK MORTGAGE INC; CHICAGO TITLE INSURANCE, FIFTH THIRD BANK TRUST # 16296 and MERS** existing under the laws of Delaware; and thereby removing and terminating the same from any and all duties forever barring and stopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.

- 2) **Effective immediately**, the undersigned Cherron Marie Phillips and Sellers L. Williams III forever revokes/cancels/voids/rescind any and all duties appointments or assignments originally granted by the Revocation of Power of Attorney, Authority or otherwise granting and or signatures, including, but not limited to: **SHOREBANK; CHICAGO TITLE INSURANCE, FIFTH THIRD BANK TRUST # 16296 and MERS**, and any addresses named above; thereby removing and terminating the same from all duties and forever barring and stopping the aforesaid of any further appointment of any and all Trustees, Successor Trustees, "Substitutes" or "Beneficiary(s)".

LET IT BE KNOWN that all the above mentioned: Trustee, Successor Trustee(s), Beneficiary(s), Assigns, Substitutes, known or unknown in clauses 1 and 2 above are hereby directed to immediately **CEASE and DESIST** any further actions through said appointments/assignments granted in or from original Record No. **00619827/00619828/00619829 dated March 2, 2000** Any such continued or further action by **ANY** of the above named parties may result in legal actions against them.

BE it Further known, GRANTORS, TRUSTORS: **Cherron Marie Phillips and Sellers L. Williams III** do hereby declare that: Effectively immediately, all duties and benefits of "Trustee" and "Beneficiary" as set forth in the original Deed of Trust, are hereby reassigned by Quitclaim to Cherron Marie Phillips (Trustee(s), Cherron Marie Phillips, River Tali El Marie Bey, Yeshua El Amir, and Kaleb El Amir Bey.

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ACTUAL AND CONSTRUCTIVE NOTICE

All trustee(s), Successor Trustee(s) and Beneficiary(s) named in the Deed of Trust as Trustor(s) dated **March 2, 2000** and recorded **August 14, 2000** under original Deed of Trust Instrument No. **00619827,00619828, 00619829** are hereby Removed/ Released/ Dismissed of all duties, expressed or implied, effective immediately. The aforesaid trustee(s), Successor Trustee(s), and Beneficiary(s) are expressly directed to CEASE and DESIST any further duties and action of said appointment(s) and or assignment(s), including debt collection and any foreclosure actions under any number. Any continued actions of any nature against the property described above may result in legal actions being taken.

Cherron Marie Phillips Et
Cherron Marie Phillips Without Recourse
All Rights Reserved

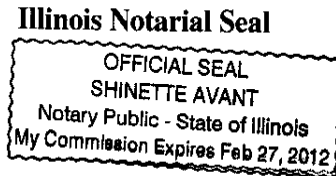
Sellers L. Williams III
Sellers L. Williams III

ACKNOWLEDGMENT

State of Illinois)
)
County of Cook)

(Subscribed and affirmed before me on this 30th day of January 2010, by Cherron Marie Phillips Sellers L. Williams proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Shinette Avant
Notary Public



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EXHIBIT "1"

AFFIDAVIT

Cherron Marie Phillips and Sellers L. Williams III

Re: ORIGINAL Note/Mortgage No. **55885/58617**

Security Instrument dated: **March 2, 2000** Deed of Trust Record No. **00619827/00619828/00619829**

State of Illinois)
) ss.
County of Cook)

"Indeed, No more than such affidavit are necessary to make the prima facie case." United States v. Kis, 658 F.2d 526 (1981)

Comes now Cherron Marie Phillips (hereinafter "affiant") a conscious, living woman domiciled in the County of Cook in the State of Illinois being first duly sworn/affirmed and does depose, say, declare and affirm by affiant's signature that I am over the age of 18 years and have first hand personal knowledge of the following statements and affirm the same are true and correct to the best of affiants knowledge and belief, to wit:

- 1) That, affiants were induced to believe by certain officers and or employees of **SHOREBANK MORTGAGE INC** (hereinafter "bank/lender") and further by the bank's advertising, that said bank had money of its own to loan to affiant and others at a certain rate of interest.
- 2) That, affiant took the bank up on its offer to loan affiant its money at a certain rate of interest, and affiant did sign a promissory note/mortgage dated March 2, 2000
- 3) That, the bank did also induce affiants to sign a "security agreement/instrument" dated March 2, 2000 granting the bank a secured interest and lien in and on the personal property of affiant currently held and owned or otherwise acquired. The bank caused affiants to believe this "security agreement/instrument" was necessary for the bank to protect and insure its "consideration", i.e., the loaning of its money to affiants as advertised and agreed.
- 4) That, the bank did induce affiants into signing a Deed of Trust dated March 2, 2000 assigning other undeserving third parties a lien against, a security interest in, and control over affiants personal property. Again, the bank led affiants to believe this Deed of Trust/Assignment was

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also necessary to further secure the bank's consideration against any "risk or loss" regarding loaning the affiants its money.

- 5) That, the bank also did compel affiants into procuring Mortgage Insurance on affiants property making the bank the beneficiary of the same, while the bank knew full well that it had not put any lawful consideration into the affiants note, could not possibly incur any loss, was undeserving of the same, and was wrongfully instilling yet another unjust burden on the affiants. Courts of law throughout the United States consider any such wrongful action to be fraudulent inducement, fraudulent misrepresentation, and unjust enrichment. (Refer also to statement No.7 below).
- 6) That, at no time did the bank ever disclose to affiants the fact that the funding of the note was created/obtained by and through affiants signatures on affiants note/mortgage, of which the bank later arbitrarily and deceitfully claimed as its own, and then either sold, traded, or collateralized the same for its own benefit and use. Affiants believe that the foregoing wrongful acts evidence the bank never put up, nor used, any money of its own to fund the note/mortgage instrument.
- 7) That, by and through affiants signing of all the aforesaid financial instruments, affiants were led to believe that a binding, lawful contract was created between the bank, its agents, assignees, and affiants.
- 8) That, at the time of signing all the bank's required financial instruments as instructed, affiants were very unlearned and unsophisticated in such banking and financial matter, including all the various underlying details, particulars and legal consequences pertaining to the same. To the contrary, affiants relied wholly upon the bank having 'clean hands', operating in 'good faith' and providing affiants full, complete and truthful disclosure of the entire transaction(s).
- 9) That, affiants have since been involved in researching all of the above particulars regarding the bank's loan process and can reasonably conclude that the bank did not in fact operate with clean hands or in good faith, nor did the bank provide full, complete and truthful disclosure of its underlying, undisclosed intents. To the contrary, affiants have good cause to believe that a close perusal and audit of the bank's internal accounting records provide sufficient evidence to support the following conclusions:
 - a. That the bank used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation and fraudulent intent in its claim to have loaned its money to affiants;

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- b. That the bank did not fulfill its original promise and agreement to lend its own money; nor did not sacrifice/contribute anything of intrinsic value or incur any risk in the formation or outcome of the transactions. Therefore, did not contribute any lawful consideration;
- c. That the bank arbitrarily and discretely stole the affiants note/mortgage, claimed it as its own, and converted the same to a negotiable instrument for the bank's sole benefit, use, and gain;
- d. That the bank further compounded its wrongful and fraudulent actions by inducing affiants to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit, and interest in the affiants personal property, all under the guise of 'necessity';
- e. That the notes/mortgage/Deed of Trust/Security Instrument between the bank, its agents and assignees and the affiant do not constitute a lawful binding contract due to the acts of misfeasance, malfeasance, and nonfeasance as more particularly outlined above; and that any such 'contract' would be unconscionable and unilateral in its very nature.
- f. As affirmed above and throughout, affiants were never provided full, complete, and truthful disclosure regarding all financial instruments affiants were compelled to sign, nor fully apprised of the very nature and exact particulars of the bank's entire loan process. Without being fully and truthfully informed as to all the details of the 'loan' and the true 'intentions' of the lender, there could not be, and was not, a 'meeting of the minds'. Affiants fully believe the following court decision (among others) applies herein, to wit: *"The 'meeting of the minds' required to make a contract is not based on secret purpose or intention on the part of one of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which from all the circumstances should be known"*. McClintock v. Skelly Oil Company, 232 Mo. 1204, 114 S.W. 2d 181, 189 (1938)
- g. That, Affiants did spend further time considering all the particulars regarding the entire loan process as outlined above, and became further perplexed. If the bank/lender had indeed given full, complete, and truthful disclosure regarding all elements of the loan process as outlined throughout; and did in fact provide valuable, bona fide consideration and, did in fact believe the bank was creating a lawful, binding contract with the affiants/borrowers, then why did not the bank's officers and

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representatives sign their name on the contract note? The same applies to the Deed of Trust. If the bank/lender knew it was not involved in any kind of fraudulent inducement, misrepresentation, and concealment, and did in fact have a bona fide, legal contract with the borrowers/affiants sufficient to prevail in a foreclosure action if need be; then, why did the bank/lender feel it necessary to have a deed of trust created- wherein the bank/lender did assign complete control of the purported 'loan' over to a third party, and again never put their signature to the instrument? In consideration of all the statements throughout this affidavit, the affiants believe it only reasonable to conclude that the bank/lender knew full and well that it was defrauding the affiants/borrowers as to the true nature and elements of the entire loan process, and was not willing to further implicate and or incriminate itself by signing its name to document. The banker/lender knew full well were based upon fraud, lies, inducement, entrapment, and unjust enrichment.

- h. That, Affiant requested on **August 26th, 2009** for **SHOREBANK** and its agents, assigns and trustees in good faith with clean hands to provide information regarding the origination of the loan, funding and entitlement right to Affiants debt of Note/Mortgage and or Deed of Trust for **10908 South Vernon Chicago Illinois** however, as of date **NO** response has been received (see Exhibit "1").
- i. Affiants have not been apprised of the aforesaid "Notice of Trustee Sale" as required at any and all foreclosure sales, and as further required by the Trustee per original Deed of Trust No. **00619827/00619828/00619829**. Affiants have good cause to believe that no such cash will be tendered at future said sale, as no accounting of such has been forthcoming to this date.
- j. That, regardless of any funds secretly or covertly obtained by the bank (via affiants note/mortgage) while said bank acts as a for-profit business with and through the United States Treasury for the purpose to access and thereby expand the credit of this affiant's individual treasury account while at all times failing to disclose the use of these affiants negotiable paper (i.e. affiants mortgage./note) while trading as a for profit entity on the bond and securities market though any of its interagency cohorts/institutions such as Fannie Mae, Freddie Mac, or otherwise; while also apparently failing to file IRS Form 1099OID (Original Issue Discount) on each of the herein referenced transaction(s) and thereby send a copy of said form to affiants for their tax records. It has been established that these affiants as well as other Americans have, out of necessity and the related remedy attaching thereto having its

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origin out of HJR-192, and are in fact the only substantive "source" and consumer to sponsor virtually ALL credit that issues for commercial purposes. Said credit being necessary for the Treasury to have access to a valid source of credit to monetize and thereby disburse to the Federal Reserve banks for various and sundry federal projects while accounting for all such credit/funding entered into circulation through the aforesaid Federal Reserve banks. The nature of such funding has been verified by the U.S. Treasury Department of Treasury as emanating by and through the UCC Contract Trust Account of the named trust/entity **Cherron Marie Phillips** bearing UCC CONTRACT TRUST ACCOUNT Nos. _____ and Treasury noted Exemption from Levy No. _____ to include such other similar individual trusts as many exist.


For all the reasons set forth above and throughout this affidavit, which the affiants incorporated herein in its entirety- ALL Notes/Mortgage/Deed of Trust or other instruments signed **March 2, 2000** by the affiants between the bank/lender and any and all of its agents, assignees and beneficiaries have no legal force or binding effect, and the same in fact **NULL and VOID**.

FURTHER AFFIANTS SAYETH NAUGHT

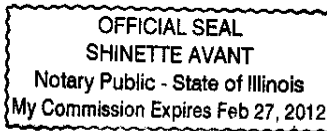


Cherron Marie Phillips Without Recourse
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SUBSCRIBED and AFFIRMED to before me
this 30th day of Jan, 2010.



NOTARY PUBLIC in and for said
Cook County State of Illinois



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ADDENDUM

ADDENDUM TO- RIGHT TO CANCEL

RE: UNCONTROVERTED MATTER OF RECORD, et. seq.

Original Loan No: **55885/58617 APN: 25-15-411-015-0000**

Commonly known address as: **10809 South Vernon Chicago Illinois**

Deed of Trust Record No: **00619827/00619828/00619829** Recorded Date: **August 14, 2000**

- 1) That, at no time prior to the signing of any 'loan' documents and to this date, did **SHOREBANK** nor any of its officers/employees fully and completely described and categorized all of the underlying particulars, details, and principles of law regarding **SHOREBANK** entire purported 'loan' process, including just exactly where the 'money' was coming from to fund the note/mortgage, how it was obtained and/or created and by whom it was created, obtained and or funded.
- 2) That, at no time prior to the signing of any 'loan' documents and to this date, did **SHOREBANK** and its officers/employees ever disclose to Cherron Marie Phillips the fact that the funding of the note/mortgage was being created and or obtained by and through Cherron Marie Phillips signatures on Cherron Marie Phillips note, the same of which **SHOREBANK** later arbitrarily and deceitfully claimed as its own, and then either sold, bargained, traded, or collateralized the same for its own benefit and use. Cherron Marie Phillips have good cause to believe that the foregoing wrongful acts evidence **SHOREBANK** never put up, nor used any money of its own to fund the note/mortgage instrument as it promised. Nor, has **SHOREBANK** and its officers/employers/agents and or assigns ever denied or rebutted any of the determinations set forth above.
- 3) That, by and through Cherron Marie Phillips's signing of notes, mortgages, Deeds of Trust, and or security instruments, **SHOREBANK** led Cherron Marie Phillips to believe that a binding, lawful contract/agreement was created between **SHOREBANK** (to include its agents, assigns and beneficiaries) and Cherron Marie Phillips
- 4) That prior to, and at the time of signing all **SHOREBANK** required financial instruments as instructed, Cherron Marie Phillips were very unlearned and unsophisticated in such banking and financial matter, including lacking any knowledge of all the various underlying details, particulars and legal consequences pertaining to the same. To the contrary, Cherron Marie Phillips relied wholly upon **SHOREBANK** having 'clean hands; operating in 'good faith', and providing Cherron Marie Phillips with full, complete and truthful disclosures of the entire financial transaction(s).
- 5) That, following the aforesaid financial transactions concerning **SHOREBANK**, Cherron Marie Phillips did further study and research the above particulars regarding **SHOREBANK'S** loan process and can reasonably conclude that **SHOREBANK DID NOT** in fact operate with clean hands or in good faith, nor did **SHOREBANK** provide full, complete and truthful disclosures of its underlying, undisclosed, secret intent. To the contrary, a close perusal and audit of

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SHOREBANK's internal accounting records provide sufficient evidence to support the following:

- a. That, **SHOREBANK** used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation, and fraudulent intent in its advertising and claim to have loaned its money Cherron Marie Phillips
- b. That, **SHOREBANK** did not fulfill its original promise/agreement to lend Cherron Marie Phillips its own money; **SHOREBANK** did not sacrifice/contribute anything of intrinsic value or incur any risk/loss in the formation or outcome of the transaction; and **SHOREBANK** therefore did not sacrifice nor contribute any valuable, lawful, consideration; and thereby could not and did not suffer any loss, damage, or injury.
- c. That **SHOREBANK** arbitrarily and discretely stole Cherron Marie Phillips a note/mortgage, claimed it as its own, and converted the same to a negotiable instrument for **SHOREBANK's** sole benefit, use, profit and or gain;
- d. That, **SHOREBANK** further compounded its predatory, wrongful, and fraudulent actions by inducing Cherron Marie Phillips to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit and in Cherron Marie Phillips personal property (i.e. their house/property) all under the guise of 'necessity';
- e. That, notes/mortgage/Deed of Trust/Security Instrument created by **SHOREBANK** its agents, and assigned and signed only by Cherron Marie Phillips **DO NOT** constitute a lawful binding contract/agreement due to **SHOREBANK** acts of misfeasance, malfeasance, and nonfeasance as more particularly outlined above. In addition, that any such purported 'contract/agreement would be unconscionable and is VOID.
- f. As confirmed above and throughout, Cherron Marie Phillips were never provided full, complete and truthful disclosure regarding **all** financial instruments which, Cherron Marie Phillips were compelled to sign, nor were they fully or otherwise apprised of the **true nature** and **exact particulars** of **SHOREBANK's** entire loan process. Without being fully and truthfully informed as to all the details of the purported 'loan' and the underlying disingenuous 'intention' of the lender, there could not be, and was not, a 'meeting of the minds'. The law of contracts and the courts addresses this issue repeatedly, as per this example:

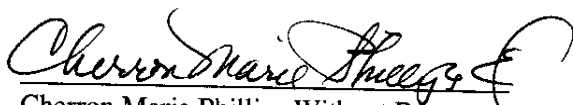
"The meeting of the minds' required to make a contract is not based on **secret purpose or intention** on the part of the parties, stored away in his mind and **not brought to the attention of the other party**, but must be based on purpose and intention which **has been made known** or which from all the circumstances should be known". McClintock v. Skelly Oil Co., 232 MoApp. 1204 (1938)
- g. That, **SHOREBANK** also did compel Cherron Marie Phillips into procuring Mortgage Insurance on Cherron Marie Phillips a Single Woman making **SHOREBANK** the beneficiary of the same, while **SHOREBANK** knew full well that it had not put up any valuable nor lawful consideration into Cherron Marie Phillips note, could not possibly incur any loss, was undeserving of any such insurance benefit, and was wrongfully instilling yet, another unjust financial burden on Cherron Marie Phillips. As with the theft of Cherron Marie Phillips note, courts of law throughout the United States consider any such wrongful and deceitful action as fraudulent inducement, fraudulent misrepresentation and unjust enrichment, to name a few.
- h. Cherron Marie Phillips a did spend additional time researching several particulars regarding **SHOREBANK's** entire loan process as outlined above, and became further perplexed. If **SHOREBANK** lender had indeed given full, complete, and truthful disclosure regarding all elements of its loan process as set forth above and throughout; and did in fact provide valuable, bona fide consideration; and, did in fact believe **SHOREBANK** did create a lawful binding contract with Cherron Marie Phillips

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borrower; then, why did not **SHOREBANK LENDING**/officers/representatives/ agents/assigns not sign their name on the contract/note/deed of trust? If **SHOREBANK** lender knew it was not involved in any manner of fraudulent inducement, misrepresentation, concealment, or unjust enrichment, and did in fact have a bona fide legal contract with the borrower(s)/ Cherron Marie Phillips sufficient to prevail in a foreclosure action if need be; then, why did /**SHOREBANK** lender feel it necessary to have a deed of trust created- wherein the **SHOREBANK** lender did cause complete control of the purported loan/note to be turned over to an undeserving third party, and again never put their signature on the instrument? In consideration of all the above statement and finding, it is only reasonable to conclude that **SHOREBANK** lender knew full well that it had defrauded Cherron Marie Phillips /borrower(s) from the outset as to the true nature and undisclosed rudiments of the entire loan process, and was not receptive to further implicating and or incriminating itself by signing its name to documents that **SHOREBANK lender** knew were founded upon fraud, lies, unfulfilled promises, secret intentions, inducement, entrapment, and unjust enrichment.

- 6) To this date **SHOREBANK** nor any of its agents, assigns, or beneficiaries, have provided any **bona fide** tangible evidence that ANY of them are in **FACT** the **bona fide** holder in due course (nor even a folder of value) and **bona fide** owner of the promissory note in question, all of which would be absolutely necessary in order to initiate ANY form of collection action or foreclosure proceeding. **Again**, it is an **incontrovertible fact** that the original promissory note in question is, and always was, the property of Cherron Marie Phillips and the same **did not** knowingly or otherwise assign, transfer, or give it away for another's personal benefit and gain- all to the loss and detriment of Cherron Marie Phillips. Any reasonable person would conclude such an action as being ludicrous and unconscionable. Furthermore, **it is against the law** for one to fraudulently obtain an unjust property, claim it as their own, and then further bargain, assign, or sale the same to obtain an unjust enrichment, benefit, and gain for themselves- all at a loss and detriment to the lawful, bona fide owner.

IN CONCLUSION, SHOREBANK nor any of its officer, representatives, agents, assigns or beneficiaries have provided any evidence in contradiction to the matters set forth above and throughout. **Accordingly**, the record shall establish that all aforesaid facts, statement, determination and related Attachment of Sworn Affidavit of borrowers, Cherron Marie Phillips (which are incorporated herein and made a part hereof in their entirety) are entirely true and correct and remain unanswered, un rebutted, and uncontroverted.


Cherron Marie Phillips Without Recourse
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ASSERVATION OF MAILING

I, Cherron Marie Phillips do hereby solemnly declare and affirm by my signature below, that on January 30, 2010, I did cause to be delivered by, USPS or other private courier and or First Class US Mail, a true and correct copy of the following documents: Copy of Notice of Right to Cancel; Copy of Qualified Written Request, Revocation of Power of Attorney; Notice of Right to Removal, Affidavit of Cherron Marie Phillips Attachment/Exhibit 1 & Addendum to the parties and location listed below:

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Date: January 30th

Cherron Marie Phillips E

FIFTH THIRD BANK TRUST# 16296 Dated 2/19/1999
3101 West 95th Street
EVERGREEN PARK IL 60803 Certified mail# 7006 2150 0002 0961 0193

CHICAGO TITLE INSURANCE COMPANY (1401 007857511)
CLAIMS DEPARTMENT
171 NORTH CLARK STREET
CHICAGO, ILLINOIS 60601 Certified mail # 7007 3020 0002 4227 1555

SHOREBANK MORTGAGE INC
Attn: Mary Houghton President
7054 S JEFFREY BOULEVARD
CHICAGO, IL 60649 Certified mail # 7006 2150 0002 0961 0186

MERS
1818 LIBRARY STREET SUITE 300
RESTON VA 20190 Certified Mail # 7006 2150 0002 0960 9845

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