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Doc#: 1014429154 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/24/2010 03:44 PM Pg: 1 of 5

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

Royce Banks
c/o 507 East Oakwood Boulevard
Chicago Illinois Republic
Non domestic non federal zone

AFFIDAVIT OF DEFAULT
CLAIM OF LIEN

Property of Cook County Clerk's Office

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May 24th, 2010

Royce Banks
In-care-of 507 East Oakwood Boulevard
Chicago Illinois Republic
Non domestic

NORWEST MORTGAGE n/k/a WELLS FARGO BANK
Attn: Howard Atkins CFO
16001 WEST CLEVELAND
NEW BERLIN WISCONSIN [53151] Certified Mail # 7009 2250 0000 1593 1006

AFFIDAVIT OF NOTICE OF DEFAULT

Illinois Republic)
)ss
County of Cook)

I, Royce: of the Banks Family, herein "Affiant" a living, breathing woman, being first duly sworn, depose, say and declare by my signature that the following facts are true, and correct and complete to the best of my knowledge

The Affiant is competent to state the matters included in his affidavit, has knowledge of the facts, and declares that to the best of this knowledge, the statements made in his affidavit are true, correct, complete and not meant to mislead.

That Affiant is the Secured Party /Creditor, superior claimant, holder-in-due course, and principal creditor having a registered priority lien hold interest to all property held in the name of Debtor, ROYCE BANKS, evidenced by UCC-1 FS 00000000 and all UCC Amendments, filed with the SECRETARY OF STATE OF THE STATE OF ILLINOIS

There is No Loan. The substance of the transaction is an exchange of value for value, By acts of Fraud, Deception and Extortion, NORWEST MORTGAGE charged the Promissory Note [alleged loan application/agreement] as if it were a loan, using the signature of the Lender [aka Borrower] as a false witness against herself. The Signature on the Note made it money [UCC 1-201(24) and UCC 3-104]. Citing the banks bookkeeping entries as Evidence, the Lender provided the original funds that funded the bank, which the bank concealed as these funds are the true "substance" in the alleged loan agreement. The Promissory Note [alleged loan application-contract] was converted into a "negotiable instrument" by NORWEST MORTGAGE and then was recorded as an asset on the banks accounting books, and then sold by the bank for cash [Federal Reserve Notes], without "valuable consideration" given to the Creator of the Note. The Drawer of the Note received No deposit slip as a receipt for the credit given to NORWEST MORTGAGE;

I demand a personal recognizance bond issued forthwith, and respectfully demand a waiver of the fees and cost, as I have stipulated to all the facts and accept and return the same, to all parties on the record for full settlement and closure in the transaction.

1. The intent of the alleged loan agreement is that the party who funded the loan, per bookkeeping entries, is to be repaid the money funding the bank account.

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2. According to the bookkeeping entries, NORWEST MORTGAGE used Federal Reserve Notes/credit as adequate consideration to purchase the Promissory Note" of ROYCE BANKS©. The promissory note was used as value to give value to the bank account in the name of ROYCE BANKS.
3. NORWEST MORTGAGE a lending institution, agrees in the affirmative a) Follows the Federal Reserve Banks Policies and procedure; b) Accepts all species of money mandated by the Federal Reserve Bank c) Follows Generally Accepted Accounting Principles [GAAP] d) Erroneously claims that they lent money to ROYCE BANKS©
4. The terms and conditions of the alleged loan agreement are as follows:
 - a. NORWEST MORTGAGE was to use the Lenders [aka Borrower's] Promissory Note as money or credit, which resulted in increasing the assets and liabilities of NORWEST MORTGAGE;
 - b. Lender's [aka Borrower's] Promissory Note was exchanged for Federal Reserve Notes or bank account credit;
 - c. NORWEST MORTGAGE accepted the Lender's [aka Borrowers] alleged loan application as a "promise to pay" and then used the value of the alleged loan application to create "new money" or credit.
 - d. NORWEST MORTGAGE was then allowed to record the value of the loan application as an asset of the bank, resulting in a new liability for the Federal Reserve Bank;
 - e. Bookkeeping entries of the Promissory Note or the alleged loan application shows that NORWEST MORTGAGE used Federal Reserve credit a adequate consideration to Purchase the Promissory note ROYCE BANKS©
 - f. NORWEST MORTGAGE used Federal Reserve credit as value to give value to a bank account in the name of ROYCE BANKS©

That Pursuant to Title 12 USC 1831n(a) of the Banking Code, NORWEST MORTGAGE is prohibited from lending their own money from their own assets or from other depositors

That in accordance with Generally Accepted Accounting Principles [GAAP] if a customer deposit's a negotiable instrument at the bank, the bank must credit that customer's bank account showing a bank liability, noting that the bank owes that customer the value of the negotiable instrument.

FRB of Chicago define the term "credit" for us in their publication - TWO FACES OF DEBT, page 1: "*Debt is credit*".

MODERN MONEY MECHANICS, page 3: "*In the United States neither paper currency nor deposits have value as commodities. Intrinsically, a dollar bill is just a piece of paper. Deposits are merely book entries. Coins do have some intrinsic value as metal, but generally far less than their face value. What, then, makes these instruments --checks, paper money, and coins-- acceptable at face value in payment of all debts and other monetary uses?*"

That on April 13th, 2010 at the request of Affiant, Cherron-Marie:Phillips a duly empowered Notary Public in and for the STATE OF ILLINOIS, COUNTY OF COOK, for the purpose of certifying a response or want thereof, did present a "Request for Debt Validation Pursuant to the Fair Debt Collection Practices Act, to respondent via Certified Mail #7009 0820 0001 3240 6011

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That Respondent had Thirty (30) days to respond plus three (3) for mailing to respond and validate the debt;

That on May 17th, 2010 , Affiant caused to be sent to Respondent a Notice of Fault and Opportunity to Cure and Perform via Certified Mail #7009 0820 0001 3240 6288, in regards to Request for Debt Validation Pursuant to Fair Debt Collections Practices Act.

That after receiving said presentment, Respondent chose to refuse to respond or otherwise failed to answer and cure their fault of non-response, thereby placing themselves in Default and are stopped from maintaining the original collection action;

Further Respondent has continued to attempt to collect on the invalid debt when there is no claim as established by their silence in violation of, but not limited to, 15 USC 1692g(b).
Further Affiant Sayeth Not

Dated this 24 day of May, 2010

Without prejudice, All rights reserved

Royce Banks
Royce/Banks Secured Party/Creditor

JURAT

On the Soil)
Illinois state)
Cook county)

For Verification Purposes Only

SUBSCRIBED AND AFFIRMED TO BEFORE ME on this 24 day of May 2010, by Royce: Banks proved to me on the basis of satisfactory evidence.

Cherron Marie Phillips
Notary Public

July 30, 2013
Commission Expires

SEAL



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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Royce Banks
c/o 507 East Oakwood Boulevard
Chicago Illinois Republic
Non Domestic Non Federal Zone

Space above for recorders use only

MECHANIC'S LIEN (CLAIM OF LIEN)

The undersigned, Royce Banks referred to in the Claim of Lien as the Paramount Secured Interest Holder, claims a Mechanic's Lien for the labor, services, maintenance equipment and /or materials described, below, furnished for work of improvements and maintenance upon the personal property registered with the State of Illinois with location at: 449-451 East Oakwood Chicago Illinois Republic and described as follows:

The West 27.75 Feet of lot eight and the east 16.25 feet of lot nine(excepting there from the north seventeen feet) in block two in Bowen and Smiths subdivision of that part west of Vincennes Avenue of the North ½ of the northwest ¼ of the northeast ¼ of section 3, township 38 north, range 14, east of the Third Principal Meridian in Cook County, Illinois APN 20-30-203-011

After deducting all just credits and offsets, the sum of \$550,080.00, together with interest thereon at the rate of seven percent (7%) per annum from November 30th, 1997 is due to the Paramount Secured Interest Holder for the following labor, services, maintenance, equipment, and/or materials furnished by the Paramount Secured Interest Holder: Thirteen years of service maintenance, upkeep, improvements including but not limited to the office equipment, such as computer equipment and software and furniture plus additional investments

The name of the entity to which Secured Interest Holder furnished the labor, services, maintenance, equipment and /or materials is Royce: Banks. The name and address of reputed owner is:

NORWEST MORTGAGE
16001 WEST CLEVELAND
NEW BERLIN WISCONSIN 53151

Name of Paramount Secured Interest Holder:
Royce Banks, UCC-1 Financing # 00000000

VERIFICATION

I the undersigned, declare, I Royce Banks the Paramount Secured Interest Holder, named in the foregoing claim of Possessory Lien, Mechanics Lien, Claim of Lien, I am authorized to make this Verification for the claimant; I have read the foregoing claim of lien possessory lien and know the contents thereof, and the same is true to the best of my own knowledge.

I declare under penalty of perjury under the laws of the Illinois Republic and without the U.S the foregoing is true and correct.

5/24/10
Date

Royce Banks
Contents of the Claim of Lien verified by signature