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FROM:
PATRICIA SWEEZER®©
1006 East 62nd STREET, UNIT B
CHICAGO, ILLINOIS 60619



Doc#: 1015257155 Fee: \$78.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/01/2010 12:47 PM Pg: 1 of 22

DATE: MAY 21, 2010

LITTON LOAN SERVICING
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081

BANK OF NEW YORK MELLON
FKA: THE BANK OF NEW YORK
SUCCESSOR TO JP MORGAN CHASE BANK &
POPULAR ABS
ONE WALL STREET
NEW YORK, NY 10286

MERS
PO BOX 2026
FLINT, MI 48501-2026

FISHER AND SHAPIRO, LLC
FRANK LIN Atty No. 42168
2121 WAUKEGAN ROAD, STE 301
BANNOCKBURN, IL 60015

RE: Original Loan No: 0040863292; APN: 25-20-125-016-0000
Commonly known address as: 11409 South Elizabeth, Chicago, Illinois 60628
Original Mortgage Record No. 0620040096- Recorded Date July 19, 2006

NOTICE OF REVOCATION OF POWER OF ATTORNEY

ATTENTION: All Respondents listed above.

PATRICIA SWEEZER ®© DOES 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 **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** audit and close perusal of the purported Loan, Trust of Deed, and Security Agreement. I, PATRICIA SWEEZER®© 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 my signatures relating to any and all said deeds, notes, and agreements from their inception.**

Furthermore, I, PATRICIA SWEEZER®© 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

UNOFFICIAL COPY**FROM:**

Mail all correspondence to:

PATRICIA SWEEZER®©1006 East 62nd STREET, UNIT B

CHICAGO, ILLINOIS 60619

DATE: MAY 21, 2010

**LITTON LOAN SERVICING
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081****BANK OF NEW YORK MELLON
FKA: THE BANK OF NEW YORK
SUCCESSOR: JP MORGAN CHASE BANK &
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ONE WALL STREET
NEW YORK, NY 10286****MERS****PO BOX 2026****FLINT, MI 48501-2026****FISHER AND SHAPIRO, LLC
FRANK LIN Atty No. 42168
2121 WAUKEGAN ROAD, STE 301
BANNOCKBURN, IL 60015****RE: Original Loan No: 0040863292; APN: 25-20-125-016-0000
Commonly known address as: 11409 South Elizabeth, Chicago, Illinois 60628
Original Mortgage Record No. 0620040096- Recorded Date: July 19, 2006****NOTICE OF REMOVAL****To: ALL RESPONDENTS ADDRESSED ABOVE**

TRUSTOR(s)/GRANTOR(s): PATRICIA SWEEZER®© does hereby give reference to the Deed of Trust drawn and executed by **PATRICIA SWEEZER®©**, as Trustor(s)/Grantor(s)/Creator(s) with further given to the following described real property situated in:

LOT 29 IN BLOCK 17 IN JENGERG'S SUBDIVISION OF BLOCKS 2, 5 TO 8, 11 TO 28, AND RESUBDIVISION OF BLOCK 4 IN ROOD AND WESTON'S ADDITION TO MORGAN PARK,

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BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ EXCEPT THE NORTH 20 ACRES AND THE EAST ½ OF THE NORTHWEST ¼ EXCEPT THE NORTH 20 ACRES OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

The street address or other common designation, if any, of the real property described above is purported to be: 11409 South Elizabeth, Chicago, Illinois 60628, APN: 25-20-125-016-0000; COUNTY OF COOK, STATE OF ILLINOIS.

GRANTOR(s)/TRUSTOR(s): PATRICIA SWEEZER ®© by actual and Constructive Notice does hereby declare:

- 1) **Effective Immediately**, the undersigned **PATRICIA SWEEZER ®©**. forever removes/releases/discharges all "Trustees, Successor Trustees, Substituted Trustees, Agents, Servicers, Assigns, Transfers, known and unknown, including: **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; 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 **PATRICIA SWEEZER®©** forever **revokes/cancels/voids/rescinds** 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: **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; 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)", sheriff (s) and any other parties to this matter(s).

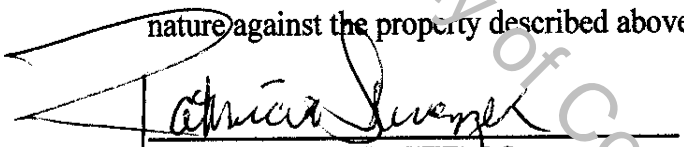
LET IT BE KNOWN that all the above mentioned: Trustee, Successor Trustee(s), Beneficiary(s), Assigns, Substitutes, known or unknown in clauses 1 and 2 above are hereby directed to immediately **CEASE and DESIST** any further actions through said appointments/assignments granted in or from Original Mortgage Record No. **0620040096, dated July 19, 2006**. ANY such continued or further action by ANY of the above named parties may result in legal actions against them with the request of their bond that they hold..

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BE it Further known, GRANTORS, TRUSTORS: PATRICIA SWEEZER®© does hereby declare that: Effectively immediately, all duties and benefits of "Trustee" and "Beneficiary" as set forth in the Original Mortgage Deed, are hereby reassigned by Quitclaim to PATRICIA SWEEZER®©, (Trustee(s), PATRICIA SWEEZER®©.

ACTUAL AND CONSTRUCTIVE NOTICE

All trustee(s), Successor Trustee(s) and Beneficiary(s) named in the Deed of Trust as Trustor(s) dated **JULY 19, 2006** and recorded **JULY 19, 2006** under original Mortgage Deed of Trust Instrument No. **0620040096** 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.



PATRICIA SWEEZER®©

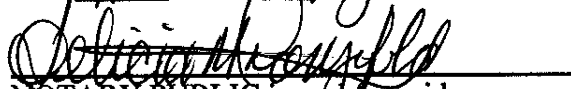
ACKNOWLEDGMENT

State of Illinois)
County of Cook)

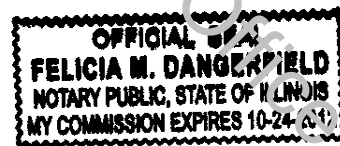
Subscribed and sworn to (or affirmed) before me on this 2nd DAY of May 2010, by Patricia Sweezer, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature _____

SUBSCRIBED and SWORN to before me this 2nd day of May, 2010.



NOTARY PUBLIC in and for said
County of COOK and State of ILLINOIS



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- 6) That, at no time did the bank ever disclose to affiant the fact that the funding of the note was created/obtained by and through the affiant's signature on affiant's 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. Affiant believes 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 the affiant's signing of all the aforesaid financial instruments, affiant was led to believe that a binding, lawful contract was created between the bank, its agents, assignees, and affiant.
- 8) That, at the time of signing all the bank's required financial instruments as instructed, affiant was 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, affiant relied wholly upon the bank having 'clean hands', operating in 'good faith' and providing affiant full, complete and truthful disclosure of the entire transaction(s).
- 9) That, the affiant has 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, affiant has 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 affiant;
 - 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 affiant's 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 the affiant to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit, and interest in the affiant's 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.

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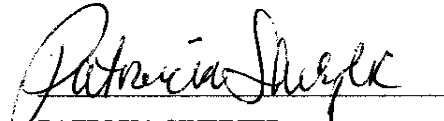
- f. As affirmed above and throughout, affiant was never provided full, complete, and truthful disclosure regarding all financial instruments affiant was compelled to sign, nor fully apprise of the very nature and exact particulars of the bank's entire loan process. Without being fully and truthfully 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'. Affiant fully believes 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, the Affiant 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 affiant/borrower, then why did not the bank's officers and 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 borrower/affiant 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 affiant believes it only reasonable to conclude that the bank/lender knew full and well that it was defrauding the affiant/borrower 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 MAY 19, 2010 for **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** assigns and trustees in good faith with clean hands to provide information regarding the origination of the loan, funding and entitlement right to Affiant debt of Note/Mortgage and or Deed of Trust for 111409 South Elizabeth, Chicago, Illinois, 60628; however, as of date NO response has been received (see Exhibit "1").

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- i. That, regarding a document entitled COURT ORDER 'Notice of Motion to Sale' No. 10 CH 7870, recorded on May 04, 2010- Affiant has not been apprised of the foresaid sale as required at any and all foreclosure sales, and as further required by the Trustee per Original Mortgage Deed No. **0620040096**. Affiant has 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 affiant's 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 this affiant's negotiable paper (i.e. affiant's 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 and thereby send a copy of said form to affiant for his tax records. It has been established that this affiant as well as other Americans have, out of necessity and the related remedy attaching thereto having its 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 PATRICIA SWEEZER bearing UCC CONTRACT TRUST ACCOUNT No. 331-76 6919 and Treasury noted Exemption from Levy No. 331706919, to include such other similar individual trusts as many exist.

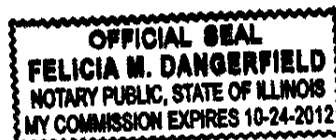
For all the reasons set forth above and throughout this affidavit, which the affiant incorporated herein in its entity- ALL Notes/Mortgage/Deed of Trust or other instruments signed BEFORE OR AFTER JULY 13, 2006 by the affiant between the bank/lender and any and all of its agents, assignees and beneficiaries, lender trustee(s), lenders attorney(s) have no legal force or binding effect, and the same in fact NULL and VOID.

FURTHER AFFIANT SAYETH NAUGHT


 PATRICIA SWEEZER

SUBSCRIBED and SWORN to before me
 this 21st day of May, 2010.


 NOTARY PUBLIC in and for said
 County of Cook and State of Illinois



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ADDENDUM

ADDENDUM TO- RIGHT TO CANCEL

RE: UNCONTROVERTED MATTER OF RECORD, et. seq.

Original Loan No: 0040863292; APN: 25-20-125-016-000

Commonly known address as: 11409 South Elizabeth, Chicago, Illinois 60628

Mortgage of Deed No: 0620040096 - Recorded Date: July 19, 2006

- 1) That, at no time prior to the signing of any 'loan' documents and to this date, did **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** nor any of its officers/employees fully and completely described and categorized all of the underlying particulars, details, and principles of law regarding **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A, POPULAR ABS, INC; and MERS** 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 **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** and its officers/employees ever disclose to **PATRICIA SWEEZER** the fact that the funding of the note/mortgage was being created and or obtained by and through **PATRICIA SWEEZER's** signature on **PATRICIA SWEEZER's** note, the same of which **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** later arbitrarily and deceitfully claimed as its own, and then either sold,, bargained, traded, or collateralized the same for its own benefit and use. **PATRICIA SWEEZER** has good cause to believe that the foregoing wrongful acts evidence **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** never put up, nor used any money of its own to fund the note/mortgage instrument as it promised. Nor, has **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** and its officers/employers/agents and or assigns ever denied or rebutted any of the determinations set forth above.
- 3) That, by and through **PATRICIA SWEEZER's** signing of notes, mortgages, Deeds of Trust, and or security instruments, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** led **PATRICIA SWEEZER** to believe that a binding, lawful contract/agreement was created between **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** (to include its agents, assigns and beneficiaries) and **PATRICIA SWEEZER**.
- 4) That prior to, and at the time of signing all **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** required financial instruments as instructed, **PATRICIA SWEEZER** was 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, **PATRICIA SWEEZER** relied wholly upon **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** having 'clean hands; operating in 'good faith', and providing **PATRICIA SWEEZER** with full, complete and truthful disclosures of the entire financial transaction(s).
- 5) That, following the aforesaid financial transactions concerning **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS**, **PATRICIA SWEEZER** did further study and research the above particulars regarding **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** loan process and can reasonably conclude that **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON-**

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FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A.; POPULAR ABS, INC; and MERS DID NOT in fact operate with clean hands or in good faith, nor did **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** provide full, complete and truthful disclosures of its underlying, undisclosed, secret intent. To the contrary, a close perusal and audit of **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** internal accounting records provide sufficient evidence to support the following:

- a. That, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation, and fraudulent intent in its advertising and claim to have loaned its money to **PATRICIA SWEEZER**.
- b. That, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** did not fulfill its original promise/agreement to lend **PATRICIA SWEEZER** its own money; **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** did not sacrifice/contribute anything of intrinsic value or incur any risk/loss in the formation or outcome of the transaction; and **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** 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, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** arbitrarily and discretely stole **PATRICIA SWEEZER'S** note/mortgage, claimed it as its own and converted the same to a negotiable instrument for **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** sole benefit, use, profit and or gain;
- d. That, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** further compounded its predatory, wrongful, and fraudulent actions by inducing **PATRICIA SWEEZER** to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit and e in **PATRICIA SWEEZER's** personal property (i.e. their house/property) all under the guise of 'necessity';
- e. That, notes/mortgage/Deed of Trust/Security Instrument created by **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** its agents, and assigns and signed only by **PATRICIA SWEEZER** DO NOT constitute a lawful binding contract/agreement due to **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** 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, **PATRICIA SWEEZER** was never provided full, complete and truthful disclosure regarding all financial instruments which, **PATRICIA SWEEZER** was compelled to sign, nor were they fully or otherwise apprised of the true nature and exact particulars of **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** 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

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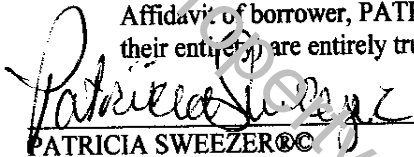
brought to the attention of the other party, but must be based on purpose and intention which has been made known or which from all the circumstances should be known". McClintock v. Skelly Oil Co., 232 MoApp. 1204 (1938)

- g. That, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** also did compel **PATRICIA SWEEZER** into procuring Mortgage Insurance on **PATRICIA SWEEZER'S** making **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** the beneficiary of the same, while **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** knew full well that it had not put up any valuable nor lawful consideration into **PATRICIA SWEEZER's** note, could not possibly incur any loss, was undeserving of any such insurance benefit, and was wrongfully instilling yet, another unjust financial burden on **PATRICIA SWEEZER**. As with the theft of **PATRICIA SWEEZER's** 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. **PATRICIA SWEEZER** did spend additional time researching several particulars regarding **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** entire loan process as outlined above, and became further perplexed. If **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** /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 **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** did create a lawful binding contract with **PATRICIA SWEEZER/ borrower(s)**; then, why did not **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** /officers/representatives/ agents/ assigns not sign their name on the contract/note/deed of trust? If **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** /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) **PATRICIA SWEEZER** sufficient to prevail in a foreclosure action if need be; then, why did **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS**/lender feel it necessary to have a deed of trust created- wherein the **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS**/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 **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS**/lender knew full well that it had defrauded **PATRICIA SWEEZER/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 **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** /lender knew were founded upon fraud, lies, unfulfilled promises, secret intentions, inducement, entrapment, and unjust enrichment.
- 6) To this date, **LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS** nor any of its agents, assigns, or beneficiaries, have provided any bona fide tangible

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evidence that ANY of them are in FACT the bona fide holder in due course (nor even a holder 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 PATRICIA SWEEZER, 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 PATRICIA SWEEZER. 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, LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS 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 borrower, PATRICIA SWEEZER (which are incorporated herein and made a part hereof in their entirety) are entirely true and correct and remain unanswered, un rebutted, and uncontroverted.


 PATRICIA SWEEZER ©

Property of Cook County Clerk's Office

UNOFFICIAL COPYASSERVATION OF MAILING

I, Patricia Sweezer do hereby solemnly declare and affirm by my signature below, that on May 21st, 2010, I did cause to be delivered by Federal Express, UPS or other private carrier 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 PATRICIA SWEEZER, Attachment/Exhibit 1 & Addendum to the parties and location listed below:

Date: May 21st 2010

Patricia Sweezer
PATRICIA SWEEZER ©

**LITTON LOAN SERVICING
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081**

**BANK OF NEW YORK MELLON
FKA: THE BANK OF NEW YORK
SUCCESSOR TO JP MORGAN CHASE BANK &
POPULAR ABS
ONE WALL STREET
NEW YORK, NY 10286**

**MERS
PO BOX 2026
FLINT, MI 48501-2026**

**FISHER AND SHAPIRO, LLC
FRANK LIN Atty No. 42168
2121 WAUKEGAN ROAD, STE 301
BANNOCKBURN, IL 60015**

Property of Cook County Clerk's Office

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NOTICE OF REVOCATION OF POWER OF ATTORNEY & REVOCATION OF SIGNATURE AFFIDAVIT

Subject: **Rescission of Signatures**

To: LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON –FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A.; POPULAR ABS, INC; and MERS.

On or about JULY 19, 2006, I, PATRICIA SWEEZER ©© living soul was coerced, deceived and defrauded by acts of non-disclosure and enticed to put our signature on forms and other documents referred to as **ORIGINAL MORTGAGE OF DEED OF TRUST/SECURITY/ NOTE/ PURCHASE AGREEMENT # 0620040096**.

Due to the act of NON-Disclosure, Misrepresentation and for reasons state herein and above makes any agreement **VOID**. I hereby rescind any and all signatures that I may have placed on any and all forms, documents, contracts, Power of Attorney and the like, acted upon on or about JULY 19, 2006 and forward to present date.

All unconscionable contracts are subject to rescission under the common law and Admiralty Law for failure to make the proper disclosure in constitute an acceptance where there is no meeting of the minds there is no contract as required by §226.23(b)(1) regarding Notice of Right to Rescind as set forth in In re Pearl Maxwell v. Bearbanks Capital Corporation, 281 B.R. 101,(2002). The U.C.C addresses unconscionability in §2-302. We waive and reject any and all benefits expressed or implied arising from any such signatures, all resulting contracts, agreements, appointments of trustee(s) or trust resulting from force, deceit, under threat of arms, involuntary servitude and peonage, committed against ourselves.

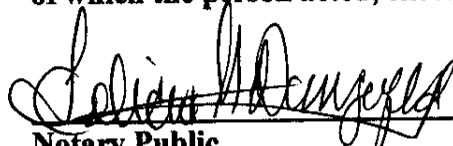


PATRICIA SWEEZER©©

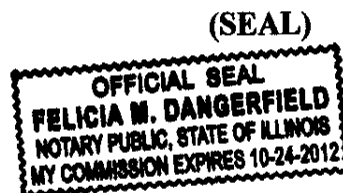
Certificate of Acknowledgment of Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 27th day of May, 2010, before me, Patricia Sweezer, a notary public in and for said state, personally appeared **PATRICIA SWEEZER©©**, personally know to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument (Notice of Revocation of Power of Attorney and Revocation of Signature Affidavit) and Revocation of Signature, the person(s), or the entity upon behalf of which the person acted, executed the instrument(s).



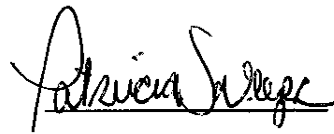
Notary Public



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ASSERVATION OF MAILING

I, Patricia Sweezer do hereby solemnly declare and affirm by my signature below, that on May 21st, 2010. I did cause to be delivered by Federal Express, UPS or other private carrier 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 PATRICIA SWEEZER®©, Attachment/Exhibit 1 & Addendum to the parties and location listed below:

Date: May 21st 2010


**LITTON LOAN SERVICING
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081**

**BANK OF NEW YORK MELLON
FKA: THE BANK OF NEW YORK
SUCCESSOR: JP MORGAN CHASE BANK &
POPULAR ABS
ONE WALL STREET
NEW YORK, NY 10286**

**MERS
PO BOX 2026
FLINT, MI 48501-2026**

**FISHER AND SHAPIRO, LLC
FRANK LIN Atty No. 42168
2121 WAUKEGAN ROAD, STE 301
BANNOCKBURN, IL 60015**

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APN: 25-20-125-016-0000
When Recorded Return to:

PATRICIA SWEEZER©©
Near: 1006 East 62nd Street, Unit B
Chicago- Non-Domestic
ILLINOIS -Republic, [60637]

REVISED FULL RECONVEYANCE

This Revised Full Reconveyance is to replace Full Reconveyance; Instrument No. 0620040096; recorded July 19, 2006.

The TRUST DEED released by this instrument is as follows:
TRUSTORS(s): PATRICIA SWEEZER©©.

SUCCESSOR IN INTEREST TO GRANTOR, if any: NONE
BENEFICIARY: LITTON LOAN SERVICING.
DATE EXECUTED: JULY 19, 2006
DATE RECORDED: JULY 19, 2006
Mortgage DEED NO: 0620040096
COUNTY: COOK

This FULL RECONVEYANCE secured by said TRUST DEED has been FULLY SATISFIED.
DATE Satisfied: May 21, 2010 for consideration of \$130,500.00.
SATISFACTION MADE BY: LITTON LOAN SERVICING

This Full Reconveyance was satisfied, which also satisfied any lien ON THIS PROPERTY and any return of any money was held by lender LITTON LOAN SERVICING/ BANK OF NEW YORK MELLON – FKA- THE BANK OF NEW YORK/MERS and SUCCESSOR(s) Property is currently held in Grantor's possession without further obligation. This Mortgage Deed No. 0620040096 was Void at inception based on fraud by alleged Lender. No rebuttal to allegations have ever been made no written objection to the execution or re-recording of this release and reconveyance has been received from any and all entitled parties after **DUE NOTICE** being mailed on May 21, 2010. The TRUST DEED set forth herein is FULLY RELEASED and SATISFIED. The PROPERTY DESCRIPTION is listed under the commonly known address of: 11409 S Elizabeth, Chicago, Illinois, 60628, the same being FULLY and COMPLETELY RECONVEYED to Patricia Sweezer, as new TRUSTOR and made pursuant to all AUTHORITY VESTED IN SAID TRUSTEE, AS RELEASING AUTHORITY BY THE DEED OF TRUST DESCRIBED ABOVE: SAID property described as follows:

LOT 29 IN BLOCK 17 IN JENGERG'S SUBDIVISION OF BLOCKS 2, 5 TO 8, 11 TO 28, AND RESUBDIVISION OF BLOCK 4 IN ROOD AND WESTON'S ADDITION TO MORGAN PARK, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHEAST ¼ EXCEPT THE NORTH 20 ACRES AND THE EAST ¼ OF THE NORTHWEST ¼ EXCEPT THE NORTH 20 ACRES OF SECTION 20, 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: 11409 South Elizabeth Street, Chicago, Illinois [60628],
APN: 25-20-125-016-0000; COUNTY OF COOK, STATE OF ILLINOIS..

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Dated 05/21/2010

LITTON LOAN SERVICING.

BY: *Patricia Sweezer*
PATRICIA SWEEZER®©, As Authorized Agent/Trustee for BANK OF NEW YORK MELLON

State of Illinois)
) ss.
County of Cook)

Subscribed and sworn to (our affirmed before me on this 21st day of May 2010, by Patricia Sweezer®© as releasing agent, as being Conveyed To, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Felicia M. Dangerfield*

(SEAL)

Date Commission Expires: 10/24/12



Property of Cook County Clerk's Office

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FROM:
PATRICIA SWEEZER®©
 1006 East 62nd Street, Unit B
 Chicago, Illinois 60619

DATE: May 21, 2010

TO:
LITTON LOAN SERVICING
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081

BANK OF NEW YORK MELLON
FKA: THE BANK OF NEW YORK
SUCCESSOR: JPMORGAN CHASE BANK &
POPULAR ABS
ONE WALL STREET
NEW YORK, NY 10281

MERS
PO BOX 2026
FLINT, MI 48501-2026

FISHER AND SHAPIRO, LLC
FRANK LIN Atty No. 42168
2121 WAUKEGAN ROAD, STE 301
BANNOCKBURN, IL 60015

RE: Original Loan No: 0040863292; APN: 25-20-125-016-0000
Commonly known address as: 11409 South Elizabeth, Chicago, Illinois 60628
Original Mortgage Record No. 0620040096- Recorded Date: July 19, 2006

NOTICE OF RIGHT TO CANCEL

Notice to Agent is Notice to Principal

Notice to Principal is Notice to Agent

Parties: PATRICIA SWEEZER ®©/Alleged Borrower (hereinafter "Borrower") and LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS /Alleged Lender (hereinafter "Lender").

ATTENTION: All above named Respondents

This communication will serve as our **NOTICE of RIGHT to CANCEL** dated February 01, 2010. Truth in Lending Act ("TILA"), 15 U.S.C. §1601 et seq; 12 C.F.R part 226 allows three (3) days to review Disclosure Documents. The referenced 'Three Day Right to Cancel' must have a trigger to being. That trigger, is when the Lender has provided the Borrower with

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ALL of the required Disclosures under TILA and that the same are true, complete, accurate and timely provided.

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

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

A close perusal and audit of Borrower’s mortgage/loan documents has revealed certain Disclosure Violation; and, that the Borrower has the remedial right and remedy under (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 Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, this written Notice of Communication is Provided In lieu thereof.

After Sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower’s property within ten (10) days. The Lender must also return any money, interest fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be ‘impractical’ or ‘unfair’ for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered; then, they may offer 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, Borrowers may then regain and acquire all rights to a clear title and reconveyance under Federal Law and Provisions of TILA.

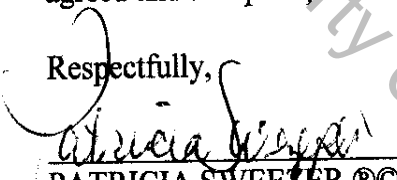
Additionally, Borrower has the right to offer Lender a Reasonable Value; however, the penalty that a bank can face for violations TILA, State and Federal law(s) can be as much as triple damages. For example, triple the amount of the interest the bank stood to fraudulently make the following offer: Borrowers will forgive LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN

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CHASE BANK, N.A; POPULAR ABS, INC; and MERS any liability incurred by its wrongful actions, provided LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS rightfully forgive Borrower the full amount of mortgage/credit LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS fraudulently allege to have given. In addition, Borrowers make the one time demand of \$391,500.00 for any loss, damage, and injury they have sustained; and, that LITTON LOAN SERVICING; THE BANK OF NEW YORK MELLON- FKA- THE BANK OF NEW YORK AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A; POPULAR ABS, INC; and MERS also immediately remove all and any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within ten (10) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed and accepted pursuant to the terms and conditions as set forth herein.

Respectfully,

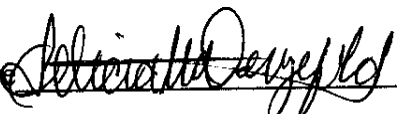


PATRICIA SWEETZER ©©

Acknowledgment

State of Illinois)
)
County of Cook)

Subscribed and sworn to (or affirmed) before me on this 21st day of May, 2010 by Patricia Sweezer, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (seal)

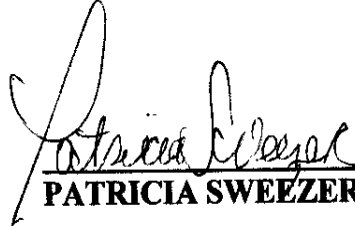


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CERTIFICATION OF MAILING

I, Patricia Sweezer do hereby solemnly declare and affirm by my signature below, that on May 21st 2010. I did cause to be delivered First Class US MAIL, a true and correct copy of the following documents: Notice of Right to Cancel; Qualified Written Request, and this Certificate of Mailing to the parties and locations listed below:

Date: May 21st 2010



PATRICIA SWEezer®©

LITTON LOAN SERVICING
4828 LOOP CENTRAL DRIVE
HOUSTON, TX 77081

BANK OF NEW YORK MELLON
FKA: THE BANK OF NEW YORK
SUCCESSOR: JP MORGAN CHASE BANK &
POPULAR ABS
ONE WALL STREET
NEW YORK, NY 10286

MERS
PO BOX 2026
FLINT, MI 48501-2026

FISHER AND SHAPIRO, LLC
FRANK LIN Atty No. 42168
2121 WAUKEGAN ROAD, STE 301
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