

UNOFFICIAL COPY



Doc#: 1018003041 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/29/2010 04:22 PM Pg: 1 of 5

Property of Cook County Clerk's Office

Mail To:
Fisher and Shapiro, LLC
2121 Waukegan Road, Suite 301
Bannockburn, IL 60015

Attn: Krystle Hoselton

CHANCERY DIVISION COVER SHEET
MORTGAGE FORECLOSURE/MECHANICS LIEN SECTION
ORDER

Re: 09-030819, Steven Segura, 1643 South Millard Avenue, Chicago, IL 60623

S Y
P 5
S N
M N
SC Y
E Y
INT Y

UNOFFICIAL COPY

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
MORTGAGE FORECLOSURE/ MECHANICS LIEN SECTION**

Bank of America,)	
)	
Plaintiff,)	
)	
vs.)	No. 10 CH 16845
)	
Steven Segura, <i>et al.</i>)	
)	
Defendants.)	

ORDER

On June 9, 2010, the court received a group of documents in chambers from defendant Steven Segura. The documents are basically incomprehensible, but seem to argue that the defendant is affiliated with the "Moorish Temple" and has taken certain actions which purportedly void his own mortgage. Included in the documents is an answer and jury demand which uses the normal format provided by the court clerk. However, also hidden within the voluminous other submitted documents is a separate typed document labeled "Answer-Counterclaim and Request to Validate the Debt" which seeks no affirmative relief against the plaintiff, but does seem to argue that the underlying debt has been voided by the defendant's action. The defendant did not pay a fee for filing a counterclaim.

The documents contain many characteristics unique to persons who follow the line of argument outlined below: red overprinting of rejection language on various documents; the use of "in propria persona" instead of "pro se"; denials of the existence of governmental bodies and officials; unilaterally rescinding a mortgage for no valid reason and without moving for the entry of a judicial order declaring the mortgage invalid; reliance on ancient governmental treaties; affixing of postage stamps to documents and signing over them for no apparent reason; filing of UCC documents with the authorities of another state (Iowa) which relate to Illinois real estate; spending large amounts of money to file counterclaims, jury demands, and to record these documents; and an assertion that the judge's oath requires him to follow the defendant's arguments rather than those provided under applicable American and state law.

The documents in question are of a particular nature which demonstrate that the defendant is pursuing a particular kind of defense outlined in authorities such as "Idiot Legal Arguments: A Casebook for Dealing with Extremist Legal Arguments" by Bernard J. Sussman, and available at <http://www.adl.org/mwd/suss1.asp>. American courts and law universally regard these tactics as ineffective and, in fact, sanctionable. A compendium of their history and of relevant judicial authority can be found in Chuck A. Ericksen, et al., *The Anti-Government Movement Today*, Future Trends in State Courts, Williamsburg, VA: National Center for State Courts, 2006. See also *U.S. v. Mitchell*, 405 F. Supp. 2d 602, 605 (Md. 2005); *U.S. v. Sloan*, 939 F.2d 499, 500 (7th Cir. 1991); *Damron v. Yellow Freight System, Inc.*, 18 F. Supp. 2d 812, 818 (E.D. Tenn. 1998); *State of Wisconsin v. Glick*, 782 F.2d 670 (7th Cir. 1986); *Pathway Financial v. Beach* 162 Ill. App. 3d 1036, 516 N.E.2d 409 (1st Dist. 1987); *Britt v. Federal Land Bank Assoc.*, 153 Ill. App. 3d 605 (2d Dist. 1987); *Hilgeford v. Peoples Bank*, 607 F. Supp. 536 (N.D. Ind. 1985); *Hilgeford v. Peoples Bank*, 776 F.2d 176, 179 (7th Cir. 1985).

The defendant signed the subject mortgage in 2006. According to the complaint and the publicly available records of the Cook County Recorder of Deeds (of which this court can take judicial notice) the defendant quit-claimed his interest in the property in 2009 to the Moorish Science Temple of America Divine. This transfer apparently violates the "due on sale" clause in the mortgage, found at paragraph 9(b) thereof. This court has had considerable experience with cases involving identical fact patterns: a person borrows money from a bank, obtains a mortgage, deeds the property to a Moorish Temple entity in violation of the due-on-sale clause in the mortgage, and then the borrower and the Moorish Temple file frivolous pleadings attacking the jurisdiction of the court. See, e.g., *Samuels El v. Fairbanks Capital Corp.*, 97 Fed. Appx. 51, 2004 U. S. App. LEXIS 9698 (7th Cir. 2004); *Smith v. State of Ill.*, 60 Ill. Ct. Cl. 294 (2007); *United States v. James*, 328 F.3d 953 (7th Cir. 2003).

UNOFFICIAL COPY

Because of the course the defendant has taken, the court believes it is important to promptly halt the defendant from proceeding any further along this path. As explained in the resources cited above, and in the court's own experience, parties who engage in these tactics often blanket government agencies with documents intended to confuse public records and cloud the title to the property, or to harass the court, court officials, and those involved in the collection of the defendant's debt. The equities justify the entry of a permanent injunction against the defendant. The defendant Steven Segura is permanently enjoined from:

1. Filing any documents for this case with the court clerk, sending them to any party to this case, to the attorney for any party to this case, or presenting them to this court *in any manner*, unless it bears the correct case caption and contains a signed proof of service of delivery to all parties. Any document filed or presented to the court in violation with this rule shall be summarily stricken and not called for hearing.
2. Recording, presenting, preparing, filing, or signing any documents mentioning the subject property, the number or caption of this case, *or* the mortgage, note and loan which are the subject of this case, *or* the plaintiff, its attorneys, or any official of this court with any governmental official, agency, or body, including but not limited to the Cook County Sheriff, the Secretary of State, any Recorder of Deeds or similar agency, the Clerk of this Court, the United States Treasury Department, or the Internal Revenue Service, **without prior leave of court on due notice and proper motion**. This paragraph 2 shall not prohibit the defendant from filing a proper appeal of this case with the Clerk of the Circuit Court and/or the Appellate Court, nor from properly presenting and filing an appropriate motion in this court.
3. Recording, presenting, preparing, filing, or signing any documents which purport to assign the subject mortgage and/or note, place them into a trust, or appoint anyone as a fiduciary with respect to them.
4. Interfering with any attempts the Cook County Sheriff may make to enforce an order approving sale or any other order entered by this court.
5. Filing any documents for this case with the court clerk, sending them to any party to this case, to the attorney for any party to this case, or presenting them to this court *in any manner*, unless they comport with Illinois Supreme Court Rule 137.

The court directs the defendant's attention to Illinois Supreme Court Rule 137, which states in part:

The signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law; and that it is not interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation. If a pleading, motion, or other paper is not signed, it shall be stricken unless it is signed promptly after the omission is called to the attention of the pleader or movant. If a pleading, motion, or other paper is signed in violation of this rule, the court, upon motion or upon its own initiative, may impose upon the person who signed it, a represented party, or both, an appropriate sanction, which may include an order to pay to the other party or parties the amount of reasonable expenses incurred because of the filing of the pleading, motion or other paper, including a reasonable attorney fee.

The remedies available under Supreme Court Rule 137 are considerable. Among other things, the rule allows the court to fine violators and to impose a personal monetary judgment against them to pay all the attorney's fees incurred by the plaintiff in defending this case.

Illinois law makes it a crime to record documents which cloud the title to property knowing that the

UNOFFICIAL COPY

theory upon which the purported cloud on title is based is not recognized as a legitimate legal theory by the courts of this state or of the United States. A party that records such documents commits the offense of unlawful clouding of title. 720 ILCS 5/32-13. The court hereby gives notice to the defendant that it finds that any documents presented and/or filed by him are based on theories that this court specifically finds (and in this court's opinion, other state and federal courts would find) are not legitimate legal theories. The court urges the defendant to seek proper advice from the Chancery Division Advice Desk in room 1303 of the Daley Center and/or from a licensed attorney. The court also advises the defendant that if he is interested in seeking a modification of his loan, he can call the court's toll-free housing counsel referral line, 1-877-895-2444.

Violation of this order may also subject the violator to punishment for contempt of court. *People v. Andalman*, 346 Ill. 149, 178 N.E.2d 412 (1931); *In re Estate of Kelly*, 365 Ill. 174, 179, 6 N.E.2d 113, 115 (1936).

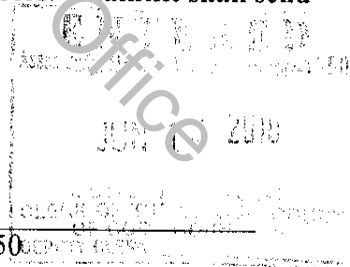
IT IS HEREBY ORDERED:

1. The document entitled "Answer-Counterclaim and Request to Validate the Debt" is stricken for the reasons stated above;
2. The court finds and declares that the documents filed with or presented to the court on June 9, 2010 by the defendant are stricken and are of no force or effect, with the exception of the Verified Answer filed on Cook County Form CCCH 0315A;
3. The additional language on the defendant's Verified Answer (paragraph 4) is stricken as not being well-grounded in law and therefore not being "other affirmative matter" properly presented in an answer;
4. The defendant's jury demand is stricken, because jury trials are not available in mortgage foreclosure cases. *See Weininger v. Metropolitan Fire Insurance Co.*, 359 Ill. 584, 590, 195 N.E. 420, 422 (1935); *accord Martin v. Stubel*, 367 Ill. 21, 10 N.E.2d 325 (1937); and
5. The document signed by defendant and recorded with the Cook County Recorder of Deeds as document no. 1015548003 is declared to be null and void.
6. The June 28, 2010 case management conference is stricken from the call.

The attorneys for the plaintiff are directed to serve a copy of this order on the defendant Segura through the sheriff, the firm's designated special process server, or other effective means, and to file proof of service thereof with the court, with a courtesy copy to chambers. Plaintiff shall send copies of this order by regular mail to all other parties.

ENTER:

Mathias W. Delort #1950
Associate Judge
June 14, 2010



The court mailed copies of this order on the date above to:

Mr. Lee Perres Fisher & Shapiro 2121 Waukegan Road, Suite 301 Bannockburn, IL 60015	Mr. Steven Segura 1643 South Millard Chicago, IL 60623
--	--

UNOFFICIAL COPY

09-030819

Legal Description LOT 13 IN BLOCK 1 IN THE RESUBDIVISION OF BLOCKS 1, 2, 3, 4, 5 AND VACATED ALLEYS IN LANSING'S 2ND ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF LOTS 2, 3, 4, 17, 18 AND 19 (EXCEPT THE WEST 146.17 FEET OF SAID LOTS 4 AND 17) IN KEDZIE'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax ID # 16-23-307-013

Property of Cook County Clerk's Office