Return Mailing address
Sure Reality Real Estate Investment
P.O. Box A3792
Chicago, Illinois 60690

Doc#: 1028616090 Fee: $42.00
Eugene "Gene" Moore RHSP Fee:$10.00
Cook County Recorder of Deeds
Date: 10/13/2010 02:57 PM Pg: 1 of 4



STATE OF ILLINOIS
COOK COUNTY

SURE REALITY REAL ESTATE INVESTMENT
(CLAIMANT)

VS
CARRY ON PROPERTIES/
CONSTANTINE PAVLOPOULOS
(RESPONDENT)

**COMMON LAW LIEN FOR THE SUM OF $500,000.00**

NOTICE

NOTICE is hereby given that this Common Law Lien Claim is being filed in good faith as a legal At-Law-Claim (as distinguished from an equitable or statutory claim) upon and collectible out of personal and real property assets held by CARRY ON PROPERTIES/ CONSTANTINE PAVLOPOULOS and also out of real property commonly known as the house and lot at:

4820 WEST QUINCY STREET. UNIT 3, CHICAGO, ILLINOIS

UNIT 3 TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENT IN 4820 W. QUINCY CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORED AS DOCUMENT NO. 0718603069, IN EAST ½ OF THE NORTHEST ¼ OF SECTION 16, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

TAX NUMBERS: 16-16-208-053-0000, 16-16-208-054-0000

PERSONAL PROPERTY: This claim shall operate in the nature of a "security" for the repair, maintenance, improvements of the herein described property, performance of obligations related to property of all kinds. This claim is made pursuant to decisions of the United States Supreme Court.

This Common Law Lien is dischargeable only by Claimant, or by a Common Law Jury in a Court of Common Law and according to the rules of Common Law. It is not otherwise dischargeable for One Hundred (100) years, and cannot be extinguished due to the death of Claimant, or by Claimant's heirs, assigns, or executors. This Common Law Lien is for repairs/maintenance and improvements related to said Claimant, and performance of duty as

related to all other assets beginning NOVEMBER 13,2008 the amount of $500,000.00 lawful money of the United States, a DOLLAR being described in the 1792 US Coinage Acts as 371.25 grains of fine silver, or the equivalent of Gold, notes or other instruments acceptable to Claimant. (Emphasis added).

The failure, refusal, or neglect of Respondent(s) to demand, by all prudent means, that the Sheriff of this County convene a Common Law Jury to hear this action within ninety (90) days from the date of filing of this Instrument will be deemed as prima facia evidence of an admission of "waiver" to all rights on the property described herein. (Neglect; to give reasons on the record for a refusal to call said court has been held a "Waiver"); (see law express and implied in Campd. 410 n., 7 Ind. 21) (Emphasis added.)

Common Law Lien definition: One known to or granted by the common law, as distinguished from statutory, equitable, and maritime liens; also one arising by implication of law, as distinguished from one created by the agreement of the parties. It is a right extended to a person to retain that which is in his possession belonging to another, until the demand or charge of the person in possession is paid or satisfied. (Whiteside v. Rocky Mountain Fuel Co., C.C.A.Colo. 101 F.2d 765,769.) (Emphasis added.) Black's Law Dictionary 6th Edition.

11 USCS () 101, Paragraph (27)(31) defines "lien". The definition is new and is very broad. A lien is defined as a charge against or interest in property to secure payment of debt or performance of an obligation. It includes inchoate lien. In general, the concept of lien is divided into three (3) kinds of liens: judicial liens, security interests, and statutory liens. These three (3) categories are mutually exclusive and are exhaustive except for certain Common Law Liens.

**This Common Law Lien supersedes Mortgage Liens, Lis Pendens Liens, and Liens of any other kind.**

This is a suit or action at Common Law, and the value in controversy exceeds twenty (20) dollars. The controversy is not confined to the question of Title to Property or in relation to other property, but to Claimant's Common Law Claim for the repair/maintenance and improvements to the herein described property, and obligations of duties, wherein the Claimant demands that said controversy be determined by a Common Law Jury in a Court of Common Law and according to the Rules of Gonroon Law.

**A UCC-1 Financial Statement relating to all Real and Personal Property held by CARRY ON PROPERTIES/CONSTANTINE PAVLOPOULOS, UCC-1 Financial Statement filing No 15614285**

**MEMORANDUM OF LAW**

This Claim through Common Law Lien is an action at Substantive Common Law, not in Equity, and is for the repair, maintenance, improvement or performance of an obligation of the herein described property and in relation to other properties as of Substantive Common Law, is distinguished from mere, "common law procedure". Lawyers and judges are misinformed to think, plead, rule or order that the substantive common law rights and inmunities have been abolished in Illinois or any other state. Only "Common Law procedure"created by the chancel or/chancery has been abolished. That is to say, the "forms" of common law and equity were abolished, (Kimball v. Mclntyre, 3 U 77, 1 P 167), or that the distinctions between the forms of common law and equity were abolished by Rule 2 of Civil Procedure (Donis v. Utah R.R., 3 U 218, 223 P 521).

However, the abolition of mere form, does NOT affect nor diminish our SUBSTANTIVE (Common Law and Constitutional) Rights and imnunities (USC 78-2-4,S.2) for substantive law, e.g. our **UNALIENABLE** Rights Immunities, and has not changed with the state's adoption of Rule 2, combining the courts form, remedial, ancillary adjective procedures, (see Bonding v. Nonatny, 200 Iowa, 227,202 N.W.588) for matters of substance are in the main the same as at substantive Common Law, (Calif. Land v.

Halloran, 82U 267,17 P2d 209) and old terms (words and phrases describing law and substantive procedures) used in Common Law can NOT be ignored (O'Neill v. San Pedro RR, 38 U 475, 479, 114 P 127), the modifications resulting being severely limited in operation, effect, and extent (Maxfield v. West 6 U 379,- 24 P 98) for a total abolishment of even the purely equity or purely Common Law forms has NOT been realized, and must ever be kept in mind (Donis v. Utah RR, supra.) Thus a right to establish a "Common Law Lien" is not, and was NOT dependent upon a statute or chancery rule for its creation as a remedy, and where the right to establish a "Common Law Lien" is a part of SUBSTANTIVE Common Law our right is antecedent to creation of the "state" or its chancery/procedure which right runs to time in memorial (Western Union v. Call, 21 SCt 561,181 US 765)

We must be sustained in our acts, mere chancery, equity having no jurisdiction so to counter:

". . . if the facts stated (see facts related to our "Common Law Lien") entitled litigant (Demandant) to ANY remedy or relief under SUBSTANTIVE LAW (supra), then he has stated good subject matter (cause of action)—and the Court MUST enter judgment in (our) favor—in so far as an attack on the sufficiency of (Demandant) leadings are concerned." (Williams v Nelson 45 U 255, 145 P 39; Kaun v McAllister, 1 U 273, affirmed 96 U 587, 24 LEd 615.)"

For "although lawyers and judges have (in their ignorance) buried the Common Law, the Common Law rules us from the grave." (Koffer, Common Law Pleading, Intro.Ch.I, West 1969)

The general rule of the Common Law is expressly adopted by Illinois and is in force in this state and is the Law of the Land and by its operation can impose a Common Law Lien on property in the absence of any specific agreement (see the law express and implied in the class of cases represented by Drummond v. Mills,(1898) 74 N.W.966; Hewitt v. Williams, 47 LaAnn 742, 17 So.269 (1894); Carr v. Dail, 19 S.E.235; McMahon v. Lundin, 58 N.W.827)

The Magna Carta governs as well, retaining and preserving all rights antecedent thereto, which was restated in the (1) Massachusetts Bay Charter. (2) Massachusetts Constitution, and (3) the Federal Constitution, (modeled after the Massachusetts Constitution) after which the Texas and Arizona Constitution is modeled, all construed in pari materia, the State Constitution being a LIMITATION on the state's power (Fox v. Kroeger, 11 9 Tex 511, 35 SW2d 670,77 ALR 663.), the Constitution acting prospectively - declaring rights and procedures for the future but NOT diminishing rights extant prior to establishment of the state (Grigsby v. Reib, 105 Tex 597, 153 SW 1124; Southern Pacific Co. v. Porter, 160 Tex 329,331 SW2d 42), and no new powers contrary to our Common Law Rights/Immunities were "granted" to the state.

Common Law Liens at Law supersede mortgages and equity Liens (Drumons Carriage Co. v Mills (1898) 74 NW 966; Hewitt v. Williams 47 LaAnn, 742,17 So.269; Carr v. Dail,19SE235; McMahon v. Lundin, "58NW 827) and may be satisfied only when a Court of Common Law is convened pursuant to an order of the elected sheriff. Such Common Law Court forbids the presence of any judge or lawyer from participating or presiding, or the practice of any Equity Law. The ruling of the U.S. Supreme Court in Rich v. Braxton, 158 US 375, specifically forbids judges from invoking equity jurisdiction to remove Common Law Liens or similar "clouds of title". Further, even if a preponderance of evidence displays the lien to be void or voidable, the Equity Court still may not proceed until the moving party has proven that he asks for, and has come "to equity" with "clean hands". (Trice v. Comstock, 570C. A646; West v. Washburn, 138NY Supp.230). Any official who attempts to modify or remove this Common Law Lien is fully liable for damages. (U.S.Supreme Court; Butz v. Econcmou, 98 S.Ct.2894; Bell v. Hood, 327 US 678; Belknap v. Schild, 161 US 10; US v. Lee; Bivens v. 6 Unknown Agents, 400 US 862)

Demand is hereby and herewith made upon all public officials under penalty of Title 42, United States Code, Section 1986, not to modify or remove this Lien in any manner. (This Lien is not dischargeable for 100 years and cannot be extinguished due to Claimant's death or by Claimant's heirs, assigns, or executors.) Any Order, Adjudgment, or Decree issuing from a Court of Equity operating against to interfere or remove this At-Law legal lien claim would constitute direct abrogation/deprivation of Claimant's Illinois State and United States Constitutionally guaranteed Rights.

This notice is given inter alia to preclude a jury trial on the certain claim, and to provide for Summary Judgment on the said certain Claim should Respondent admit "waiver" and refuse to call said court.

THIS SAID CLAIM DUE AT LAW IS: Five Hundred THOUSAND Dollars as of October 2, 2008 for the repair, maintenance, improvement of the herein described property, and performance obligation. The symbol "$" means "dollar" as defined by the unrepealed (1792) U.S. Coinage Act, which is 371.25 grains of fine silver for each "dollar", (or) the equivalent in currency acceptable to claimant) and is that "Thing" mandated upon the State of Illinois by

Article 1:10:1, United States Constitution.

Claimant demands all their Common Law Rights at all times and in all places along with those rights guaranteed in the Magna Carta, Declaration of Independence, United States Constitution, and the Illinois State Constitution.

In Propria Persona, Proceeding Sui Juris:

Frank Clay Agent for Claimant Without Prejudice UCC 1.207

STATE OF ILLINOIS

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 13 day of Oct, 2010.

My commission expires Dec 29, 2012
Notary Public

"OFFICIAL SEAL"
HEINRICH ERNST
Notary Public, State of Illinois
My Commission Expires Dec 29, 20
Commission No. 433