

# UNOFFICIAL COPY



Doc#: 1120150059 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/20/2011 02:24 PM Pg: 1 of 11

RECEIVED

SECRETARY OF STATE  
FORM COMMERCIAL CODE  
06/22/11 08:24  
\$20.00 Electronic

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] FRANCIS ROTI 312-965-2300		16374539	FS
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ROTI, FRANCIS SERGIO 1610 SOUTH HALSTED STREET UNIT 203 CHICAGO, IL, 60608			

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ROTI, FRANCIS SERGIO ORGANIZATION/TRADE NAME/TRADEMARK- DEBTOR			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1610 SOUTH HALSTED STREET CHICAGO IL 60608 USA			
1d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION UN-REGISTERED	1f. JURISDICTION OF ORGANIZATION US
			1g. ORGANIZATION ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one deb or name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			
2d. <b>SEE INSTRUCTIONS</b>			
ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORG/NIZATION	2g. ORGANIZATION ID #, if any
			<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR	3b. INDIVIDUAL'S LAST NAME ROTI		
	FIRST NAME FRANCIS	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS HARRISON-433 GENERAL POST OFFICE CHICAGO IL 606079998 USA			

4. This FINANCING STATEMENT covers the following collateral:

CONSTRUCTIVE NOTICE: All of debtor assets, land, and personal property, and all debtor interest in said assets, land, and personal property, now owned and hereafter acquired, now existing and arising, and wherever located, described fully in Security Agreement No. FSR-092182-SA dated the twenty first day of September in the year of our Lord one thousand nine hundred eighty two, A.D. Inquiring parties may consult directly with debtor for ascertaining, in detail, the financial relationship and contractual obligations associated with this commercial transaction, identified in the security agreement referenced above. With claim Certificate of Live Birth Registration Number: 112-82-6039103 STATE OF ILLINOIS. U.C.C. Contract Trust Account number: 353849008/RB549099857US. Adjustment of this filing is in accord with UCC 1-103, 1-104, 1-207/1-308 and House Joint Resolution 192 of June 5, 1933, Public Law: "Chap. 48, 48 Stat. 112." Secured Party accepts Debtor signature in accord with UCC 1-201(39), 3-401. The Secured Party Creditor: francis: roti

All of the following property that is now or hereafter at any time used in connection with (without regard to the duration of the period of such use), or now or at any time relates to or arises as a result of, the operation of the business known as ROTI, FRANCIS SERGIO ORGANIZATION/TRADE NAME/TRADEMARK- DEBTOR

(i) all of the Debtor inventory, including all goods, merchandise, raw materials, supplies and other tangible, and intangible personal property, all interest

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING			
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] <input type="checkbox"/> ALL DEBTORS <input type="checkbox"/> DEBTOR 1 <input type="checkbox"/> DEBTOR 2			
8. OPTIONAL FILER REFERENCE DATA			

# UNOFFICIAL COPY

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

RECEIVED  
 IL SECRETARY OF STATE  
 UNIFORM COMMERCIAL CODE

06/22/11 08:24

\$20.00 Electronic

16374539

FS

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME ROTI, FRANCIS SERGIO ORGANIZATION/TRADE NAME/TRADEMARK- DEBTOR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

**10. MISCELLANEOUS**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS			CITY	STATE   POSTAL CODE   COUNTRY
11d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATION ID #, if any <input type="checkbox"/> NONE

**12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one secured party name (12a or 12b)**

12a. ORGANIZATION'S NAME				
OR				
12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS			CITY	STATE   POSTAL CODE   COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

**16. Additional collateral description:**

in said goods, merchandise, raw materials, supplies and other tangible, and intangible personal property now owned or hereafter acquired, and all documents now and at any times covering or representing any of said property;

(ii) all of Debtor accounts, income from every source, all trusts, proceeds, products, deeds, titles, certificates, certificates of titles, wages, licenses, assignments, partial assignments, exemptions, bonds, funds, credits, bills, tickets, traffic tickets, warrants, summons, papers, returns, receipts, bill of sales, payables, receivables, court cases, checks, accounts receivable, contract receivables, contract rights, notes, promissory notes, mortgages, agreements, installments, leases, drafts, acceptances, instruments, chattel paper, trusts income from every source, all trust and general intangibles, and all guarantees and suretyship agreements relating thereto all security for payment thereof etc, and all orders therefrom are to be released to the debtor or the secured party immediately as the authorized representative of and for the debtor, now and hereafter existing or arising and all interest in above said property; and

(iii) all of Debtor equipment, including all furniture, furnishings, machinery, fixtures, storage shelves and other goods used in the conduct of Debtor business, including, but not limited to, all motor vehicles and rolling stock, now

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**17. Check only if applicable and check only one box.**

Debtor is a  Trust, or  Trustee acting with respect to property held in trust, or  Decedent's Estate

**18. Check only if applicable and check only one box.**

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction
- Filed in connection with a Public-Finance Transaction

**UNOFFICIAL COPY**

16. Additional collateral description (cont):

**16374539****FS**

owned or hereafter acquired;

together with (a) all increases, parts, fittings, accessories, equipment, special tools and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (b) any profits now or hereafter acquired from or through any of the foregoing; (c) any products now or hereafter acquired from or through any of the foregoing; (d) any products now or hereafter manufactured, processed, assembled or commingled from any of the foregoing; and (e) any and all proceeds received should any of the foregoing be sold, exchanged, collected or otherwise disposed of (all of which is hereafter called the collateral).

the debtor is a trust entity, an unregistered corporation and transmitting utility. This registration and filings are not to be construed as frivolous.

NOTICE: In accordance with U.S.C. 47 - Property - This is the entry of the Debtor in the Commercial Registry as a transmitting utility and the following property is hereby registered in the same as public notice of a commercial transaction

Copyright Notice: All rights reserved re common-law copyright of organization/trade-name/trade-mark/debtor, FRANCIS SERGIO ROTI, Estate --as well as any and all derivatives and variations in the writing of said trade-name/trade-mark common Law Copyright 1982 by francis: roti Said common-law trade-name/trade-mark, FRANCIS SERGIO ROTI, Estate, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of francis: roti as signified by the red-ink signature of francis: roti, hereinafter Secured Party. With the intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person, shall display, nor otherwise use in any manner, the common-law organization/trade-name/trade-mark/debtor FRANCIS SERGIO ROTI, Estate, nor the common-law copyright described herein, nor any derivative of, nor any variation in the writing of, FRANCIS SERGIO ROTI, Estate without the prior, express, written consent and acknowledgement of Secured Party, as signified by Secured Party signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of FRANCIS SERGIO ROTI, Estate and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. RANCIS SERGIO ROTI, nor for any derivative of, nor for any variation in the writing of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. RANCIS SERGIO ROTI, in Hold-harmless and indemnity Agreement No. FSR-060911-HHIA dated the seventh day of June in the year of our Lord two thousand eleven, A.D. against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract/Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the juristic person and the agent of said juristic person, hereinafter jointly and severally, consent and agree that any use of FRANCIS SERGIO ROTI, Estate other than authorized use as set forth above constitutes unauthorized use, counterfeiting, of Secured Party common-law copyrighted property, contractually binds User, renders this Copyright Notice a Security Agreement wherein User is debtor and francis: roti is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User assets, land, and personal property, and all of User interest in assets, land, and personal property, in the sum certain amount of \$500000.00 per each occurrence of use of the common-law-copyrighted organization/trade-name/trade-mark FRANCIS SERGIO ROTI, Estate, as well as for each and every occurrence of use of any and all derivatives of, and variations in the writing of, FRANCIS SERGIO ROTI, Estate, plus costs, plus triple damages; (2) authenticates this Security Agreement wherein User is debtor and francis: roti is Secured Party and wherein User pledges all of User assets, land, consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing User contractual obligation in favor of Secured Party for User unauthorized use of Secured Party common-law-copyrighted property; (3) consents and agrees with Secured Party filing of a UCC Financing Statement in the UCC filing office, as well as in any county recorder office, wherein User is debtor and francis: roti is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph 3) is a continuing financing statement, and further consents and agrees with Secured Party filing of any continuation statement necessary for maintaining Secured Party perfected security interest in all of User property and interest in property, pledged as collateral in this Security Agreement and described above in paragraph 2), until User contractual obligation theretofore incurred has been fully satisfied; (5) consents and agrees with Secured Party filing of any UCC Financing Statement, as described above in paragraphs 3) and 4), as well as the filing of any Security Agreement, as described above in paragraphs 4) and 5) above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (6) waives all defenses; and (7) appoints Secured Party as Authorized Representative for User, effective upon User default re User contractual obligations in favor of Secured Party as set forth below under ayment Terms and default Terms, granting Secured Party full authorization and power for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use: Payment Terms: In accordance with fees for unauthorized use of FRANCIS SERGIO ROTI, Estate as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of the date User is sent Secured Party invoice, hereinafter Invoice, itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and: (a) all of User property and property pledged as collateral by User, as set forth in above in paragraph 2), immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User Authorized Representative as set forth above in paragraph 8) and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User default, and formerly pledged as collateral by User, now property of Secured Party, in respect of this self-executing Contract/Security Agreement in Event of Unauthorized Use, that Secured Party, again in Secured Party sole discretion, deems appropriate. Terms for Curing Default: Upon event of default, as set forth above under default Terms, irrespective of any and all of User former property and interest in property, described above in paragraph 2), in the possession of, as well as disposed of by, Secured Party, as authorized above under default Terms, User may cure User default only re the remainder of User said former property and interest property, formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User default only by payment in full. Terms of Strict Foreclosure: User non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under Terms for Curing Default authorizes Secured Party immediate non-judicial strict foreclosure on any and all remaining former property and interest in property, formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty- (20) day default-curing period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: francis: roti, Autograph Common Law Copyright 1982. Unauthorized use of rancis: Roti incurs same unauthorized-use fees as those associated with FRANCIS SERGIO ROTI, Estate, as set forth above in paragraph 1) under self-executing Contract/Security Agreement in Event of Unauthorized Use.

HOLD HARMLESS AND INDEMNITY AGREEMENT No. FSR-060911-HHIA  
Non-Negotiable Private Between the Parties

PART 10

# UNOFFICIAL COPY

CHICAGO, IL 60608

(\*FRANCIS SERGIO ROTI, Estate, and any and all derivatives and variations in the spelling of said name.) Debtor Social Security Account Number: 353-84-9008

Creditor:  
francis:  
family roti.  
Executrix Office.  
Nation Illinois.  
General-Post Office.  
Harrison Street 433.  
Chicago. Roti Province.  
United States Minor, Outlying Islands.  
Near. [60607-9998].

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this ninth day of June in the year of our Lord two thousand eleven, A.D. between the juristic person, FRANCIS SERGIO ROTI, Estate, and any and all derivatives and variations in the writing of said name except rancis: roti, hereinafter jointly and severally ebtor, and the living, breathing, flesh-and-blood man, known by the distinctive appellation francis: roti, hereinafter reditor.

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstances, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

Words Defined; Glossary of Terms. As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, non obstante:

Appellation: In this Hold-harmless and Indemnity Agreement the term pellation means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.

Conduit. In this Hold-harmless and Indemnity Agreement the term onduitsignifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name RANCIS SERGIO ROTI, also known by any and all derivatives and variations in the spelling of said name of Debtor except rancis: roti.

Creditor. In this Hold-harmless and Indemnity Agreement the term reditor means francis: roti

Debtor. In this Hold harmless and Indemnity Agreement the term ebtor means FRANCIS SERGIO ROTI, Estate, also known by any and all derivatives and variations in the writing of said name except rancis: roti.

Derivative. In this Hold-harmless and Indemnity Agreement the word erivativemeans coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

Ens legis. In this Hold-harmless and Indemnity Agreement the term ns legis means a creature of the law; an artificial being, as contrasted with a natural people, such as a corporation, considered as deriving its existence entirely from the law.

Hold-harmless and Indemnity Agreement. In this Hold-harmless and Indemnity Agreement the term old-harmless and indemnity Agreement means this Hold-harmless and Indemnity Agreement No. FSR-060911-HHIA, as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules of this Hold-harmless and Indemnity Agreement attached hereto.

FRANCIS SERGIO ROTI, Estate. In this Hold-harmless and Indemnity Agreement the term RANCIS SERGIO ROTI means FRANCIS SERGIO ROTI, Estate, and any and all derivatives and variations in the writing of said name except rancis: Roti, Common Law Copyright 1982 by freancis: roti. UCC 1-308 All Rights Reserved, ithout Prejudice.

francis: roti. In this Hold-harmless and Indemnity Agreement the term rancis: rotimeans the sentient, living, flesh-and-blood man identified by the distinctive appellation rancis: roti. All rights are reserved re use of francis: roti, Autograph Common Law Copyright 1982 by Francis: Roti. UCC 1-308 ithout Prejudice

Juristic person. In this Hold-harmless and Indemnity Agreement the term uristic person means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. FRANCIS SERGIO ROTI, Estate, which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

rom the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation. Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, etaphors in law are to be narrowly watched. Cardozo, J., in Berkey v. Third Avenue R., Co., 244 N.Y. 84, 94, ut all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason. See U.S. v. SCOPHONY CORP. OF AMERICA, 333 U.S. 795; 68 S. Ct. 855; 1948 U.S.

Living, breathing, flesh-and-blood man. In this Hold-harmless and Indemnity Agreement the term iving, breathing, flesh-and-blood man means the Creditor, francis: roti, a sentient, living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person, created by construct of law.

here, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent. CRUDEN V. NEALE, 2 N.C. 338 (1796) 2 S.E. 70.

# UNOFFICIAL COPY

Sentient, living being. In this Hold-harmless and Indemnity Agreement the term sentient, living being means the Creditor, i.e. Francis: Roti a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association, and the like.

Transmitting Utility. In this Hold-harmless and Indemnity Agreement the term transmitting utility means a conduit, e.g. the Debtor, i.e. FRANCIS SERGIO ROTI, Estate.

UCC In this Hold-harmless and Indemnity Agreement the term CC means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. FSR-060911-HHIA is dated: the ninth day of June in the year of our Lord two thousand eleven, A.D.

Debtor: FRANCIS SERGIO ROTI, Estate

FRANCIS SERGIO ROTI, Estate

Debtor Signature

Creditor accepts Debtor signature in accord with UCC 1-201(39), 3-401(b).

UCC 1-308 All Rights Reserved, without Prejudice

By: Francis: Roti

Creditor Signature

Autograph Common Law Copyright 1982 by Francis: Roti

This Power of Attorney Is Recorded According To The Principles Of Common Law And Does Not Recognize Or Grant Any Special Powers To Any Administrative Agency Or Instrumentality Of The United States

## ACKNOWLEDGMENT

Grant of Exclusive Power of Attorney to conduct all tax, business, and legal affairs of principal person

## POWER OF ATTORNEY

1) I, FRANCIS SERGIO ROTI, Estate, Debtor and Grantor, at 1610 SOUTH HALSTED STREET CHICAGO IL 60608, do hereby appoint ahmad: colone, Executrix Office, Nation Illinois, General-Post Office, Harrison Street - 433 Chicago R.I. Province, United States Minor, Outlying Islands, near, [60607-9998], as Secured Party and as my private attorney in fact, to take exclusive charge of, manage, and conduct all of my tax, business, lawful and legal affairs, settle debts, make purchases, etc., and for such purpose to act for me in my name and place, without limitation on the powers necessary to carry out this exclusive purpose of attorney in fact as authorized:

- (A) To take possession of, hold, and manage my real property, land and all other property;
- (B) To receive money or property paid or delivered to me from any source;
- (C) To deposit funds into, make withdrawals from, or sign checks or drafts against any account standing in my name individually or jointly in any bank or other depository; to cash coupons, bonds, or certificates of deposit; to endorse checks, notes, or other documents in my name; to have access to, and to place items into or remove them from, any safety deposit box standing in my name individually; and otherwise to conduct bank transactions or business for me in my name;
- (D) To pay my just debts and expenses, including reasonable expenses incurred by my attorney in fact, Francis: Roti, in exercising this exclusive power of attorney;
- (E) To retain any investments, invest, and to invest in stock, bonds or other securities, or in real property, land or other property;
- (F) To give general and special proxies or exercise rights of conversion or rights with respect to shares or securities; to deposit shares or securities with or transfer them to protective committees, or similar bodies; to join in any reorganization and pay assessments or subscriptions called for in connection with shares or securities.
- (G) To sell, exchange, lease, give options, and make contracts concerning real property, land or other property for such considerations and on such terms as my attorney in fact, Francis: Roti, may consider prudent;
- (H) To improve or develop real property, land; to construct, alter, or repair building structures and appurtenances or real property, land; to settle boundary lines, easements, and other rights with respect to real property, land; to plant, cultivate, harvest, and sell or otherwise dispose of crops and timber, and do all things necessary or appropriate to good husbandry;
- (I) To provide for the use, maintenance, repair, security, or storage of my tangible property;
- (J) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks as my attorney in fact, Francis: Roti may consider prudent.

2) The Creditor Francis: Roti, named herein on the Form UCC-1 and Commercial Security Agreement filed with the SECRETARY OF STATE of ILLINOIS, is authorized by law to act for and in control of the Debtor, FRANCIS SERGIO ROTI, Estate, ROTI, FRANCIS SERGIO, or any derivative thereof. In addition, ahmad: colone has the exclusive power of attorney to contract for all business and legal affairs of FRANCIS SERGIO ROTI, Estate, 353-84-9008, Debtor.

3) The term exclusiveshall be construed to mean that while these powers of attorney are in force, only my attorney in fact may obligate me in these matters; and I forfeit the capacity to obligate myself with regard to same. This grant of Exclusive Power is irrevocable during the lifetime of Francis: Roti.

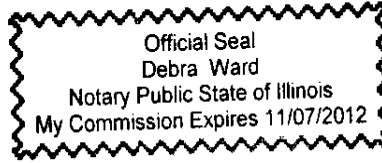
Executed and sealed by the voluntary act of my own hand, this ninth day of June in the year of our Lord two thousand eleven, A.D.

This instrument was prepared by Francis: Roti.

# UNOFFICIAL COPY

Grantee accepts Grantor signature in accord with UCC 1-201(39), 3-401(b).

Francis: roti, Grantee I, the above named exclusive attorney in fact, do accept the responsibility for the herein-named Debtor-Grantor and will execute the herein granted power of attorney with Due Diligence.



### ACKNOWLEDGEMENT OF NOTARY

Notary State Illinois For verification purposes only  
Notary County Cook

On the 29 day of June, two thousand eleven, A. D., before me,

DEBRA WARD, a Notary  
Name, Title of Officer of Notary Public

Personally appeared Francis family roti, known to me (or proved to me on the basis of satisfactory evidence of identification) to be the living man/woman whose name is subscribed upon these instrument(s) and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity; and by his/her/their signature on this instrument, Francis family roti has acted on behalf of the person who executed this instrument.

Witnessed, my hand and official seal.

[Signature]  
My Commission Expires: 11-07-2012

SEAL

### REVOCAION OF POWER OF ATTORNEY.

I, Francis family roti Free man on the land, Secured Party Creditor hereby extinguish, rescind, revoke, cancel, abrogate, annul, nullify, discharge, and make void, ab initio, all signatures and/or autographs, representing me on any, all documents that provided any power of attorney, real and implied, connected to the transaction/account known as: FRANCIS SERGIO ROTI, Estate originating from the office of STATE OF ILLINOIS, THE U.S. CORPORATION (including all office of AGENCIES, AGENTS, AND OR ASSIGNS), corporations operating as private businesses for profit. I have been unduly charged, due to the stronger bargaining power of officers of the court of the STATE OF ILLINOIS. Any alleged consent and any implied quasi contracts provided by FRANCIS SERGIO ROTI, Estate to the corporate actors in any/all transaction accounts filed into any and all data-bases are revoked, without force and effect. I further revoke, rescind, and make void, ab initio, all powers of attorney pertaining to the alleged DEFENDANT from officers of the STATE OF ILLINOIS and for any and all governmental/quasi/colorable agencies and/or Departments created under the authority of [Ar. I, Sec. 8, Cl. 17, and/or Art. IV, Sec. 3, Cl. 2] of the Constitution of the United States.

### DECLARATION AND NOTICE OF REVOCATION & RESCISSION.

"I, Francis family roti declare that I am giving notice that I am rescinding, removing, revoking, by cancellation of my signature, all documents held by or in the possession of the office of Corporations known as THE STATE OF ILLINOIS, THE UNITED STATES OFFICE OF SHERIFF COOK COUNTY, OFFICE OF CIRCUIT COURT OF COOK COUNTY, THE OFFICE OF STATE OF ILLINOIS, OFFICE OF COOK COUNTY, OFFICE OF COOK COUNTY RECORDER OF DEEDS and any office of agencies including and not limited to THE UNITED STATES, and all subdivisions thereof, any and all agents, and all agents of the Crown with the title of Nobility of Esquire for commercial fraud, deceptive practice and failure of full disclosure to me.

There are few if any federal crimes that can be committed outside federal territory. Congressional insiders know Congress can punish few acts outside federal territory, so the federal territorial trial courts have been disguised as courts of justice for those who voluntarily submit themselves to federal prosecution. Among others, lawful users of medical marijuana and those who aid and assist them often find themselves federally charged with crimes that do not exist where they were alleged to have occurred.

### AN EXPLANATION

The federal government is renowned for its complexity, so it is extremely gratifying to be able to compress an understanding of that government and its law into a couple of sheets. Pages 42 and 43 of [Title 28 U.S.C.] of the federal government own Judiciary and Judicial Procedure Code book printed by the Government Printing Office are the most important pages of law in the federal government. On those two pages, Congress explains that the territorial composition of The United States district courts is only that area subject to the exclusive legislative power of Congress. Did you think that the 50 United States were subject to Congress lawmaking power? To answer that I offer a riddle: What country gets smaller the more land you add to it? The United States of America is thought to be a nation/state but it is a confederation of nation/states created by the Articles of Confederation and it consists of The 50 United States. If Washington, D.C. and Puerto Rico are combined with The 50 United States, you don't get a bigger and better United States of America you get the government of The United States and 50 sovereign states. Those odd two pieces of real estate won't ever combine to form a whole nation/state and that is key to understanding The United States district courts.

The inability to combine The 50 United States, Washington D.C. and Puerto Rico to form one nation is what explains and gives us the territorial composition of the districts and divisions found in [Sections 81-131 of Title 28 U.S.C.] In the rest of Chapter 5, Congress explains that only one district court in all of the 50 states, Hawaii, has been established as an Article III judicial court and explains why that court cannot function as a court exercising judicial power. If judicial power is to be exercised in the several states, it will have to be exercised by state courts, because the districts have none. The federal government in the several states will consist of two government powers since the federal courts have not been granted Article III, Section 2 judicial power. While one or two branches of government may be good enough to do government work, it takes all three to lawfully act upon a citizen.

For the purpose of federal statutes and "Acts of Congress" defined above, the several states of the Union of states, collectively referred to as The "United States of America" or the reely associated compact states, are considered to be foreign countries with respect to the national government. Here is the definition of the term foreign country right from the Treasury Regulations:

[26 CFR 1.911-2(h):]

The term "foreign country" when used in a geographical sense includes any territory under the sovereignty of a government other than that of The United States.\*\* It includes the territorial waters of the foreign country (determined in accordance with the laws of the United States\*\*), the air space over the foreign country, and

# UNOFFICIAL COPY

the following useful evidence to confirm the above assertion and conclusion:

[TITLE 28 PART I CHAPTER 13 Sec. 297.]

[Sec. 297. - Assignment of judges to courts of the freely associated compact states]

(a) The Chief Justice or the chief judge of the United States Court of Appeals for the Ninth Circuit may assign any circuit or district judge of the Ninth Circuit, with the consent of the judge so assigned, to serve temporarily as a judge of any duly constituted court of the freely associated compact states whenever an official duly authorized by the laws of the respective compact state requests such assignment and such assignment is necessary for the proper dispatch of the business of the respective court.

(b) The Congress consents to the acceptance and retention by any judge so authorized of reimbursement from the countries referred to in subsection (a) of all necessary travel expenses, including transportation, and of subsistence, or of a reasonable per diem allowance in lieu of subsistence. The judge shall report to the Administrative Office of the United States Courts any amount received pursuant to this subsection

Note that Congress, in subparagraph (a) above refers to the reely associated compact statesin subparagraph (b) as ountries.That is because they fit in every respect the description of oreign countryfound above in 26 CFR 1.911-2(h):

Foreign government: he government of The United States of America, as distinguished from the government of the several states.(Black Law Dictionary, 6th Edition)

Foreign Laws: he laws of a foreign country or sister state. (Black Law Dictionary, 6th Edition)

Foreign States: ations outside of The United Stateserm may also refer to another state; i.e. a sister state. The term oreign nations,hould be construed to mean all nations and states other than that in which the action is brought; and hence, one state of the Union is foreign to another, in that sense.(Black Law Dictionary, 6th Edition)

The California Supreme Court agreed with the conclusions of this section when it stated in the case of People ex re. Atty. Gen. V. Naglee, 1 Cal. 234 (1850):

n determining the boundaries of apparently conflicting power, between states and the general government, the proper question is, not so much what has been, in terms, reserved to the states, as what has been, expressly or by necessary implication, granted by the people to the national government; for each state possess all the powers of an independent and sovereign nation, except so far as they have been ceded away by the constitution. The federal government is but a creature of the people of the states, and, like an agent appointed for definite and specific purposes, must show an express or necessarily implied authority in the charter of its appointment, to give validity to its acts.

The power of taxation in independent nations, is unrestricted as to things, and, with the exception of foreign ambassadors and agents, and their retinue, is unlimited as to persons; and is deemed a power indispensable to their welfare and even their existence. The several states may, therefore, subject to the above restrictions, tax everything within their territorial limits, and every person, whether citizen or foreigner, who resides under the protection of their respective governments.[Emphasis added]

Once again, Title 28, Judiciary and Judicial Procedure, describes the jurisdiction and operation of the federal district and circuit (appellate) courts. Section 1603 contains definitions and includes a very interesting and related definition of the term oreign state

[TITLE 28 PART IV CHAPTER 97 JURISDICTIONAL IMMUNITIES OF FOREIGN STATES]

[Sec. 1603. Definitions]

For purposes of this chapter -

(a) A "foreign state," except as used in section 1608 of this title, includes a political subdivision of a foreign state or an agency or instrumentality of a foreign state as defined in subsection (b).

(b) An "agency or instrumentality of a foreign state" means any entity - (1) which is a separate legal person, corporate or otherwise, and (2) which is an organ of a foreign state or political subdivision thereof, or a majority of whose shares or other ownership interest is owned by a foreign state or political subdivision thereof, and

(3) which is neither a citizen of a State of the United States as defined in section 1332 (c) and (d) of this title, nor created under the laws of any third country. (c) the "United States" includes all territory and waters, continental or insular, subject to the jurisdiction of the United States.

We have no choice to conclude, based on the definition above that the sovereign 50 states of The United States of America are considered oreign states,which means they are outside the jurisdiction of the federal courts in most cases. There are exceptions to this general rule, but most of these exceptions occur when the parties involved reside in two different oreign statesor in a territory (referred to as a tate of the federal United States and wish to voluntarily grant the federal courts jurisdiction over their issues to simplify the litigation. The other interesting outcome of the above is that We the People are nstrumentalitiesof those foreign states, because we fit the description above as:

1. A separate legal person.
2. An organ of the foreign state, because we:
  - 2.1. Fund and sustain its operations with our taxes.
  - 2.2. Select and oversee its officers with our votes.
  - 2.3. Change its laws through the political process, including petitions.
  - 2.4. Control and limit its power with our jury and grand jury service.
  - 2.5. Protect its operation with our military service

Without the involvement of every citizen of every oreign statein the above process, the state governments would disintegrate and cease to exist, based on the way our system is structured now. The people, are the sovereigns, according to the Supreme Court: Julliard v. Greenman, 110 U.S. 421 (1884); Perry v. U.S., 294 U.S. 330 (1935); Yik Wo v. Hopkins, 118 U.S. 356 (1886).

Because we the people are the sovereigns, then the government is there to serve us and without people to serve, we wouldn need a government! How much more of an nstrumentalitycan you be as a natural person of the body politic of your state? By the way, here is the definition of nstrumentalityright from Black Law Dictionary, Sixth Edition, page 801:

Instrumentality: Something by which an end is achieved; a means, medium, agency. Perkins v. State, 61 Wis.2d 341, 212 N.W.2d 141, 146.

Another section in that same Chapter 97 above says these foreign states have judicial immunity:

[TITLE 28 PART IV CHAPTER 97 Sec. 1602.]

[Sec. 1602. - Findings and declaration of purpose]

The Congress finds that the determination by United States courts of the claims of foreign states to immunity from the jurisdiction of such courts would serve the

# UNOFFICIAL COPY

the United States and of the States in conformity with the principles set forth in this chapter

Why is this important? Because as you will find out below, my income qualifies as foreign income and I qualify as a nonresident alien who lives in a foreign country if I was born outside of the federal zone and inside the United States of America. This is important because if I have only income not connected with a trade or business in the United States and I am a nonresident alien, then my income is not subject to federal income tax:

[Sec. 1.864-2 Trade or business within the United States.]

(b) Performance of personal services for foreign employer--(1) Excepted services. For purposes of paragraph (a) of this section, the term "engaged in trade or business within the United States" does not include the performance of personal services--

(i) For a nonresident alien individual, foreign partnership, or foreign corporation, not engaged in trade or business within the United States at any time during the taxable year, or

[26 CFR 1.871-7]

Taxation of nonresident alien individuals not engaged in trade or U.S. business.

Imposition of tax. (1) a nonresident alien individuals NOT subject to the tax imposed by Section 1 [Subtitle A, Chapter 1]

IRS Publication 515 (Nov. 2001), Withholding Tax on Nonresident Aliens and Foreign Entities, confirms the nontaxability of income earned outside of the federal United States (or federal zone) by a Nonresident Alien on page 21::

services performed outside the United States. Compensation paid to a nonresident alien (other than a resident of Puerto Rico, discussed later) for services performed outside the [federal] United States is not considered wages and is not subject to graduated withholding or 30% withholding.

As a Sovereign living in one of the several states and outside the federal zone, I live in a foreign country and am a nonresident alien, and are therefore not liable for federal income taxes.

In the context of federal taxes, [28 U.S.C. 201] says that federal courts may not make declaratory judgments regarding income taxes and may not address "rights or legal relations":

[TITLE 28 PART VI CHAPTER 151 Sec. 2201.]

[Sec. 2201. - Creation of remedy]

(a) In a case of actual controversy within its jurisdiction, except with respect to Federal taxes other than actions brought under section 7428 of the Internal Revenue Code of 1986, a proceeding under section 505 or 1146 of title 11, or in any civil action involving an antidumping or countervailing duty proceeding regarding a class or kind of merchandise of a free trade area country (as defined in section 516A(f)(10) of the Tariff Act of 1930), as determined by the administering authority, any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

The "rights" they are talking about in the above statute, are my Constitutional protected rights found in the Bill of Rights! The question then becomes, where is the only jurisdiction in which the U.S. Congress can legislate away enforcement of my Constitutional protected rights or abrogate their responsibility and oath of office to "support and defend the Constitution against all enemies, foreign and domestic?" A careful reading of the supreme Court case *Downes v. Bidwell*, 182 U.S. 244 (1901) provides the answer.

the Constitution had attached to it irrevocably. There are steps which can never be taken backward. The tie that bound the states of Maryland and Virginia to the Constitution could not be dissolved, without at least the consent of the Federal and state governments to a formal separation. The mere cession of the District of Columbia to the Federal government relinquished the authority of the states, but it did not take it out of the United States or from under the aegis of the Constitution. Neither party had ever consented to that construction of the cession. If, before the District was set off, Congress had passed an unconstitutional act affecting its inhabitants, it would have been void.

[*Downes v. Bidwell*, 182 U.S. 244 (1901)]

The table below summarizes the results our reading the *Downes* case to answer the question of where Constitutional protected rights apply:

# (1) Type of property (Territories) Constitutional Rights (No) Example (Puerto Rico, Virgin Islands, American Samoa, etc.) Authorities (1. *Downes v. Bidwell*, 182 U.S. 244 (1901) ) (2. *M'Culloch v. Maryland*, 4 Wheat. 316, 422, 4 L. ed. 579, 605, and in *United States v. Gratiot*, 14 Pet. 526, 10 L. ed. 573)

# (2) Type of property (Federal enclaves within states:) Constitutional Rights (NA) Example (NA) Authorities (NA)

# (2.1) Type of property (Ceded to federal gov. after joining union) Constitutional Rights (Yes) Example (Federal courthouses) Authorities (*Downes v. Bidwell*, 182 U.S. 244 (1901))

# (2.2) Type of property (Also enclaves at the time of admission) Constitutional Rights (No) Example (Indian reservations) Authorities (*Downes v. Bidwell*, 182 U.S. 244 (1901))

# (3) Type of property (Sovereign states) Constitutional Rights (Yes) Example (Illinois, California, Texas, etc.) Authorities (*Downes v. Bidwell*, 182 U.S. 244 (1901))

# (4) Type of property (District of Columbia) Constitutional Rights (Yes) Example (District of Columbia) Authorities (1. *Downes v. Bidwell*, 182 U.S. 244 (1901) ) (2. *Loughborough v. Blake*, 18 U.S. 317, 5 Wheat. 317, 5 L. ed. 98 (1820))

# (4) Type of property (Foreign countries (nations)) Constitutional Rights (No) Example (Japan) Authorities (1. *Downes v. Bidwell*, 182 U.S. 244 (1901)) (2. *Cook v. Tait*, 265 U.S. 47 (1924)) (3. *M'Culloch v. Maryland*, 4 Wheat. 316, 422, 4 L. ed. 579, 605 (1819)) (4. *United States v. Gratiot*, 14 Pet. 526, 10 L. ed. 573) (5. *Springville v. Thomas*, 166 U.S. 707, 41 L. ed. 1172, 17 Sup. Ct. Rep. 717 (1897))

The answer to the question of where Congress can legislate away rights is the federal zone, and in particular, those lands where the Constitution has never been applied, such as the territories of Guam, Puerto Rico, and American Samoa. These areas, incidentally, are the only areas where "U.S. citizens" actually reside under 26 CFR 31.3121(e). The reason for this is that the Constitution is an irrevocable social contract between the inhabitants and the government that attaches to the land. Congress cannot unilaterally extricate itself from this contract. The District of Columbia is an example of federal land where the Bill of Rights apply, because that area once belonged to the states of Maryland and Virginia and was ceded to the federal government when it was formed and after the Constitution was ratified by those two states. This conclusion is also confirmed by the fact that only one of the two Article III (of the Constitution) courts anywhere in our country are located in District of Columbia, and the only District Court in the District of Columbia must be an Article III court, because it is one of the few courts that exists on land that is not part of the federal zone.

Furthermore, there is only one place in the federal courts where the Congress can pass legislation that suspends enforcement of the Constitution, and that is in Article I courts inside the federal zone or Article III courts in administering laws that only apply to the federal zone. This ought to be a BIG clue that Subtitle A federal income taxes can only apply in federal territories that are already devoid of Constitutional protections.



# UNOFFICIAL COPY

CLOSE. Signifies the interest in the soil, and not merely a close or enclosure in the common acceptance of the term. [Doct. & Stud. 307 East, 207 2 Stra. 1004; 6 East, 1541 Burr. 133 1 Ch. R. 160.]

2. In every case where one man has a right to exclude another from his land, the law encircles it, if not already enclosed, with an imaginary fence; and entitles him to a compensation in damages for the injury he sustains by the act of another passing through his boundary, denominating the injurious act a breach of the enclosure. [Hamm. N. P. 151; Doct. & Stud. dial. 1, c. 8, p. 30; 2 Whart. 430.]

3. An ejectment will not lie for a close. [11 Rep. 55; 1 Rolle's R. 55 Salk. 254 Cro. Eliz. 235; Adams on Eject. 24.]

#### Fiction of Law Fictitious Plaintiff

legal fictions - such as that of corporations - being artificial persons, are lawfully restricted from "entering into contracts" with "live flesh-and-blood human beings," and are lawfully restricted to using only "UPPER-CASE" letters with regards to their title identification upon all contracts and legal papers, this is to legally/lawfully distinguish them from live flesh-and-blood "people" so to prevent them from ever imprisoning human beings as slaves, this has remained well grounded, well established mandate for hundreds of years, an early landmark Supreme Court case from the year 1795 further defined this grounded fact very well;

[Penhallow v. Doane's Administrators (3 U.S. 54; 1 L.Ed 57; Dall. 54),] defines governments succinctly:

"governments are corporations." Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary-having neither actuality nor substance - is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. therefore, can concern itself with anything other than corporate, artificial persons and contracts between them."

"The omission of the Christian name by either plaintiff or defendant in a legal process prevents the court from acquiring jurisdiction," -Bouvier's Law Dictionary, 8th ed., pg. 2287. This means that corporations cannot lawfully bring suit against people. But people can bring suit against corporations.

#### Charge-back Non-negotiable

I accept for assessed value all related endorsements (front and back) in accord with House Joint Resolution 192 June 5, 1933 (HJR 192), Public Law 73-10 Emergency Banking Relief Act March 9, 1933, Public Law: "Chap. 48, 48 Stat. 112," Public Law 89-719 and Bills of Exchange Act, and return in exchange for closure and settlement of this accounting. This property is Exempt from lien or levy. Please Adjust this Account for the Proceeds; Products; Accounts; and Fixtures and Release the Order(s), of the court to Me Immediately.

This request is made nunc pro tunc. This is my solemn Act and Deed the nineteenth day of March in the year of our Lord two thousand eleven A.U.

Employer Identification Number (3538-49008)  
UCC 1-308 All Rights Reserved, without Recourse

By: executrix [Signature]  
Authorized Representative/Attorney-in-Fact

PARCEL 1: UNIT NO. 203 IN THE UNIVERSITY CROSSING LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 21, 22, 23, 24 AND 25 IN KAYLOR SUBDIVISION OF THE EAST 2 CHAINS OF THE NORTH 10 CHAINS OF THE SOUTHEAST OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0625517077; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS. [17-20-406-022, 17-20-406-023, 17-20-406-024, 17-20-406-025]

#### PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-8 A LIMITED COMMON ELEMENT AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0625517077.

COMMONLY KNOWN AS: 1610 SOUTH HALSTED STREET CHICAGO, ILLINOIS UNIT 203 [60608]

(Warranty Deed transfer date 20070402 \$288720.00)

#### COUNTER-CLAIM:

Maritime Lien Notice of Claim US in Silver Dollar Coin convertible at the legal and lawful ratio prescribed by law of 24:1 of Federal Reserve Notes to Silver Dollars, in redemption.

since June 5 1933 House Joint Resolution 192, 73rd Congress 1st Session (Public Policy), Public Law: "Chap. 48, 48 Stat. 112"

"that (a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency or in an amount of money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred."

when the Federal Government took much of our lawful money out of general circulation in 1933, i.e., gold coins, thus leaving an insufficient amount of lawful money in general circulation to meet the needs of the people, i.e., only silver coins remaining, the Congress was required to give the people a remedy. Public Law: "Chap. 48, 48 Stat. 112" is that remedy. It states that the Federal Government will pay my debts, dollar for dollar.

interpretation: requiring payment in an amount in money of the United States measured thereby, is against public policy

the Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law. [(UCC 1-103.6)]

An un rebutted affidavit is a judgment in commerce.

In commerce truth is sovereign.

Truth is expressed in the form of an affidavit.

The proof lies on him who affirms, not on him who denies.

For truth to be established, it must be expressed.

Silence is agreement.

He who leaves the battlefield first loses by default.

# UNOFFICIAL COPY

## [3-305. DEFENSES AND CLAIMS IN RECOURPMENT]

(a) Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following:

- o (1) a defense of the obligor based on (i) infancy of the obligor to the extent it is a defense to a simple contract, (ii) duress, lack of legal capacity, or illegality of the transaction which, under other law, nullifies the obligation of the obligor, (iii) fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms, or (iv) discharge of the obligor in insolvency proceedings;
- o (2) a defense of the obligor stated in another section of this Article or a defense of the obligor that would be available if the person entitled to enforce the instrument were enforcing a right to payment under a simple contract; and
- o (3) a claim in recoupment of the obligor against the original payee of the instrument if the claim arose from the transaction that gave rise to the instrument; but the claim of the obligor may be asserted against a transferee of the instrument only to reduce the amount owing on the instrument at the time the action is brought.

(b) The right of a holder in due course to enforce the obligation of a party to pay the instrument is subject to defenses of the obligor stated in subsection (a)(1), but is not subject to defenses of the obligor stated in subsection (a)(2) or claims in recoupment stated in subsection (a)(3) against a person other than the holder.

(c) Except as stated in subsection (d), in an action to enforce the obligation of a party to pay the instrument, the obligor may not assert against the person entitled to enforce the instrument a defense, claim in recoupment, or claim to the instrument (Section 3-306) of another person, but the other person's claim to the instrument may be asserted by the obligor if the other person is joined in the action and personally asserts the claim against the person entitled to enforce the instrument. An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder in due course and the obligor proves that the instrument is a lost or stolen instrument.

(d) In an action to enforce the obligation of an accommodation party to pay an instrument, the accommodation party may assert against the person entitled to enforce the instrument any defense or claim in recoupment under subsection (a) that the accommodated party could assert against the person entitled to enforce the instrument, except the defenses of discharge in insolvency proceedings, infancy, and lack of legal capacity.

## [U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS - PART 3. ENFORCEMENT OF INSTRUMENTS / (810 ILCS 5/3-306)]

## [3-306. CLAIMS TO AN INSTRUMENT]

A person taking an instrument, other than a person having rights of a holder in due course, is subject to a claim of a property or possessory right in the instrument or its proceeds, including a claim to rescind a negotiation and to recover the instrument or its proceeds. A person having rights of a holder in due course takes free of the claim to the instrument.

## [U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS - PART 1. GENERAL PROVISIONS AND DEFINITIONS]

## [3-104. NEGOTIABLE INSTRUMENT]

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft", a person entitled to enforce the instrument may treat it as either.

Recourse appears in the Uniform Commercial Code at 1-103.6, which says:

The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law. (UCC 1-103.6)

Without Prejudice UCC 1.207/1- 308

When I use without prejudice UCC 1-207/1-308" in connection with my signature, I am saying, reserve my right not to be compelled to perform under any contract or commercial agreement that I did not enter knowingly, voluntarily and intentionally. I do not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement.

[(5 ILCS 50/0.01) (from Ch. 1, par. 800)]

Sec. 0.01. Short title. This Act may be cited as the Common Law Act. (Source: P.A. 86-1324.)

[(5 ILCS 50/1) (from Ch. 1, par. 801)]

Sec. 1. That the common law of England, so far as the same is applicable and of a general nature, and all statutes or acts of the British parliament made in aid of, and to supply the defects of the common law, prior to the fourth year of James the First, excepting the second section of the sixth chapter of 43d Elizabeth, the eighth chapter of 13th Elizabeth, and ninth chapter of 37th Henry Eighth, and which are of a general nature and not local to that kingdom, shall be the rule of decision, and shall be considered as of full force until repealed by legislative authority. (Source: R.S. 1874, p. 269.)

The Law of the Flag, an International Law, which is recognized by every nation of the planet, is defined as:

"... a rule to the effect that a vessel is a part of the territory of the nation whose flag she flies. The term is used to designate the RIGHTS under which a ship owner, who sends his vessel into a foreign port, gives notice by his flag to all who enter into contracts with the ship master that he intends the Law of that Flag to regulate those contracts, and that they must either submit to its operation or not contract with him or his agent at all." Ref.: Ruhstrat v. People, 57 N.E. 41

No State shall enter into any Treaty. No State shall enter into any alliance. No State shall enter into any Confederation. No State shall grant Letters of Marque or Reprisal. No State shall coin money. No State shall emit Bills of Credit. No State shall make any Thing but Gold and Silver Coin a Tender in Payment of Debts. No State shall pass any Bill of Attainder. No State shall pass any ex post facto Law. No State shall pass any Law impairing the obligation of Contracts. No State shall grant any Title of Nobility.

No State shall without the consent of Congress, lay any Imposts or Duties on Imports or Exports, except what may be absolutely necessary for executing its inspection laws: and the net Produce of all duties and Imposts, laid by any State on Imports or Exports, shall be for the Use of the Treasury of the United States and all such laws shall be subject to the revision and control of Congress.

No State shall, without the Consent of Congress; (1) Lay any duty of Tonnage (2) Keep Troops or ships of War in time of peace; (3) Enter into any agreement compact with another State; (4) Enter into any agreement or Compact with a foreign Power; (5) No State shall without the Consent of Congress engage in War, unless actually invaded, or in such imminent Danger as will not admit of delay.

No State shall make or enforce any law which shall abridge the Privileges of citizens of The United States.

No State shall make or enforce any law which shall abridge the Immunities of Citizens of The United States.

No State shall deprive any person of life, liberty, or property, without due process of law.

No State shall deny to any person within its jurisdiction the equal protection of the laws.

# UNOFFICIAL COPY

be made of the Constitution of The United States.

A more serious and obvious question arises. Can The Legislative Branch or The Executive Branch or The Judicial Branch of the Government of The United States authorize a State to invade the absolute prohibitions against The States expressly set out in the Constitution, or are the three departments of the U.S. Government incompetent to authorize such an invasion. The answer is obvious. The absolute prohibitions in the Constitution of The United States are impregnable. The Constitution is ordained and established in the name of the people. It is a law for the Governments of The States and The United States. The people said what they meant and they meant what they said.

Assume that Congress by attempted enactment would pass a law authorizing a State to deprive a person of Life, Liberty or property without due process of law. It would obviously be unconstitutional. The same is true of any other provision set out. Any attempt by Congress or The Legislature or The Executive or The Judiciary to authorize any State to invade any of the prohibitions is void. See Edwards v. Kearzey U.S. Supreme Court. 6 Otto 795.

No amount of perverted thinking or skullduggery can justify the fatal magnitude of the consequences which are to follow to total destruction of the Constitution of The United States by the Clergy, the Money Changers and those subversives in public office engaged in active treason against The Constitution.

FSR-092182-SA dated the twenty first day of September in the year of our Lord one thousand nine hundred eighty two, A.D

---

FILING OFFICE COPY - UCC FINANCING STATEMENT ADDITIONAL COLLATERAL

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

PARCEL 1: UNIT NO. 203 IN THE UNIVERSITY CROSSING LOFTS CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 21, 22, 23, 24 AND 25 IN KAYLOR'S SUBDIVISION OF THE EAST 2 CHAINS OF THE NORTH 10 CHAINS OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0625517077; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY ILLINOIS. [17-20-406-022, 17-20-406-023, 17-20-406-024, 17-20-406-025]

PARCEL 2:  
THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE P-8 A LIMITED COMMON ELEMENT AS DELINEATED ON A SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0625517077.

COMMONLY KNOWN AS: 1610 SOUTH HALSTED STREET CHICAGO, ILLINOIS UNIT 203 [60608]

(Warranty Deed transfer date 20070402 \$288720.00)

Property of Cook County Clerk's Office