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Doc#: 1125556020 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 09/12/2011 03:04 PM Pg: 1 of 11

A SECURITY (15 USC)

COMMERCIAL AFFIDAVIT
U.S. S.E.C. TRACER FLAG
NOT A POINT OF LAW

day - of nine September two-zero one-one

THE LAW OF THE FLAG

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

Commercial Lien
Affidavit of Obligation

(This is a verified plain statement of fact)

I, [John family Moro], the Undersigned, Authorized Agent (Attorney-In-Fact) for
Strawman [JOHN MORO, Estate] fiction do hereby certify, verify, state, and declare:

- 1. THAT I am competent to state to the matters set forth herein.
2. THAT I have personal knowledge of the facts stated herein.
3. THAT all the facts stated herein are true, correct, and certain, admissible as evidence,
and if called upon as a witness, I will testify to their veracity.
4. THAT the eternal, unchanged principles of Commercial Law are:
a) A workman is worthy of his hire. (thou shalt not steal)
b) All are equal under the law. (no one is above the law)
c) In Commerce, truth is sovereign. (thou shalt not bear false witness)
d) Truth is expressed in the form of an affidavit.
e) An un rebutted affidavit stands as truth in Commerce.
f) An un rebutted affidavit becomes the judgment in Commerce.
g) All matters must be expressed to be resolved.
h) He who leaves the battlefield first loses by default.

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- i) Sacrifice is the measure of credibility (no willingness to sacrifice = no liability, responsibility, authority or measure of conviction)
- j) A lien or claim can be satisfied only through an affidavit with point-for-point rebuttal, resolution by (common law) jury or payment.
5. THAT Commercial processes (including this Affidavit and the required responses to it) ARE NON-JUDICIAL and pre-judicial because:
- a) No judge, court, government, agencies or any agents thereof, or any other third parties whatsoever, can abrogate anyone's affidavit of truth; and
- b) Only a party affected by an affidavit can speak and act for himself and is solely responsible for responding with his own affidavit of truth, which no one else can do for him.
6. THAT the lawful seizure, collection, and transfer of ownership of money or property must be effected by a valid Commercial Lien which must contain certain elements in order to be Commercially valid, to wit:
- a) The lien instrument must obviously, patently, and evidently be a LIEN by being clearly and explicitly titled "LIEN," "CLAIM OF LIEN," or "DECLARATION OF LIEN," and mandatory, by its exhaustive Commercial content (full disclosure) as follows in b), c) and d);
- b) The lien instrument MUST CONTAIN a notarized hand-signed affidavit, for which the issuer is commercially liable, containing a plain statement of fact disclosing how the obligation of the lien was created, attesting that the commercial condition is true, correct, and certain;
- c) The lien instrument MUST CONTAIN a ledger or bookkeeping statement connecting purchases, services rendered, and/or injuries sustained, with a claim of obligation such that each purchase, service, and/or injury is presented in a one-to-one correspondence with its partial claim of obligation. The partial obligations are then totaled to obtain the total obligation. This is called a "True Bill in Commerce."
- d) The lien instrument MUST CONTAIN a statement, either specific or general, of the property being seized from the lien debtor to satisfy, or to guarantee satisfaction of, the obligation of the lien.
- e) A NOTICE OF LIEN to be valid MUST CONTAIN a clear statement as to where the lien is filed, where it can be found and how a copy can be obtained.
7. THAT I am not the creation or chattel property of any person or any government agency whatsoever. I am not under any obligation whatsoever to any governmental agency, state or federal, or any of their self-passed laws, statutes, regulations or policies.

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[with Immunity of a Foreign State]

8. THAT any and all of the various papers, documents, adhesion contracts, or "agreements" I may have signed with any government agency or entity or any others that might be construed to indicate a conclusion contrary to my herein-below assertions were made, signed by me on the basis of mistake due to lack of full disclosure creating a deliberate lack of full knowledge, a deliberate action of fraud, non-disclosure, concealment of material fact, and misrepresentation. Such action thereby creates a stressful situation of duress and intimidation, vitiating all documents by such action of fraud.

9. THAT it is the sincerest belief, religious and spiritual conviction of this Affiant that slavery and peonage are immoral, are violations of the First Precept of Commercial Law (a workman is worthy of his hire, "Thou shalt not steal"), that fraud, misrepresentation, nondisclosure, intimidation, conversion, counterfeit of securities/property, deceit, concealment of material fact, lying, and treachery are morally wrong.

10. THAT I have absolutely no desire whatsoever to be a "client" (slave) of any governmental agency, state or federal, or any of their Principals, or to incur any debts or obligations to said entities for whatever "benefits" said entities might propose to provide or seek to provide to this Affiant, or be directed by, subject to, or accountable to any parties other than my own conscience and best judgment for the purpose of preserving inviolate my unalienable/inalienable rights to life, liberty, freedom and property while engaging in the honorable, productive, and non-harmful activities of my life.

11. THAT I, [John family Moro], am the sole and absolute owner of myself, my body, and my estate, and possess unconditional, allodial, sovereign title thereto, and that I abjure, renounce, forsake, and disavow utterly and absolutely now and forever all presumptions of power, authority, or right by any governmental agency, its Principals, over the rights, life, liberty, freedom or property of this Affiant from whatever source presumed or derived.

12. THAT NO COMMERCIAL PAPERWORK or COMMERCIAL AFFIDAVITS have been furnished or supplied to me, [John family Moro], by Rosario Terracciano d/b/a/ ROSARIO TERRACCIANO President, Resurrecting Real Estate Corp. 7119 West Higgins Avenue Chicago Illinois [60656-1903] DUNS number 034513735 or any others that created the so-called liability. (see attached partial list)

13. THAT I, [John family Moro], the Undersigned, herewith and herein demand of ALL PARTIES involved in anyway in this so-called cause of action, who attempt or continue to proceed against me or my properties in the instant cause of action in any way, furnish answers to the following:

a) Where is the real and true Commercial Paperwork bearing on this instant matter that made me liable?

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b) Where are the real, true, proper and lawful assessments bearing on this instant matter that I am said to be liable?

c) Where is the itemized statement, ledger and accounting for services rendered with respect to this instant matter?

d) What or who are the Parties engaging in fair business practices in the instant matter?

e) Where is the full disclosure bearing on all matters pertaining to this instant matter?

14. THAT all parties who act against this Affiant on their alleged basis must produce the Commercial Affidavits of TRUTH, sworn by the claimants to be "true, correct, and complete (certain)," which prove the origin and foundation of their claims and include providing the contract(s) or agreement(s) with the original un-altered blue ink signature of this Affiant thereon wherein this Affiant has knowingly, intentionally, and voluntarily, in full legal and lawful capacity, agreed to waive or surrender rights or agreed to become subject to or the slave or property of said entities in any way or in any jurisdiction whatsoever.

15. In order for a crime to exist, four elements must exist; there must be a defined crime, there must be a victim, that the victim must have been damaged, and the intent must be established on the part of the accused. Without proof of all four elements, no crime can said to have been committed. In this Affidavit, crimes are defined, the Affiant is the victim, this Affidavit verifies the damages, and the intent is established at the end of the thirty (30) day grace period, if the respondents fail to rebut (respond to) the wrongs they have been a party to as noted herein.

16. NOTICE is hereby given, and demands made, on all Claimants — by Rosario Terracciano d/b/a/ ROSARIO TERRACCIANO President, Resurrecting Real Estate Corp. DUNS number 034513735, [other Officials, Attorneys, Judges], JOHN DOES, JANE DOES and any other involved Parties (see attached partial list) that:

a) ALL properties taken unlawfully, removed in violation of commerce, or otherwise converted, sold, or seized by [any party(ies), or other Parties in collusion therewith, be immediately returned IN FULL VALUE (\$301,000.00) PLUS treble damages (\$1,204,000.00) per Respondent to [John family Moro], the Undersigned Affiant, justly possessing the lawful and legal title thereto; OR

b) All Parties who proceed to act or assist in said actions, against this Affiant, [John family Moro], without thorough, verifiable, point-by-point rebuttal of each and every point set forth in this Affidavit shall be immediately charged with criminal fraud, theft, conspiracy of extortion, theft and fraud, counterfeit and conversion and commercial liens shall be placed against all their real and personal properties; and

c) All court costs and legal fees relating to this instant case shall be paid by those who have drawn the undersigned Affiant [John family Moro] into this instant matter; AND

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17. THAT failure to respond as herein required to this Affiant, within the herein a prescribed time of thirty (30) days will be deemed by this Affiant to invoke the doctrine of acquiescence and admission, to recover, in commerce, the lost or damaged properties plus damages, penalties and costs.

18. THAT this Commercial Affidavit, Notice and Warning of Commercial Grace, is the ONE AND ONLY such Notice and Warning.

19. THAT if the Undersigned failed to rebut such claims or charges, the Respondent would immediately declare a default against the Undersigned and proceed to collect on the claims made as being in agreement with said claims or charges. The Respondents having made the claim or charge against the Undersigned, thereby creating an implied contract, the Undersigned having rebutted said claim or charge demanding proof of said implied contract, a true binding contract was thereby created.

20. THAT the Respondent's attacks on the commercial or private liability of the Undersigned Affiant, and this Affidavit or response/rebuttal to said claims or charges, created the mutually voluntary, consensual, commercial, private contract by and between the Undersigned and Respondents. Failure of Respondents to prove their claims or charges against the Undersigned within thirty (30) days (or in the alternative cease all collection or enforcement actions against the Undersigned) shall constitute deliberate criminal actions and willful breach of and default on a bilateral contract (Affidavit of Agreement) formed knowingly, intentionally, and voluntarily by and between the Undersigned and the Respondents.

21. THAT I, [John family Moro], the Undersigned Affiant, certify, verify, state and declare that I have written the foregoing with intent and understanding of purpose, and believe the statements, allegations, demands and contents herein to be true, correct, and complete, commercially reasonable, and just, to the best of my knowledge and belief.

Surety: There are one-hundred seventy-four (174) listed Constitution and Bill of Rights violations valued at \$10,000 per violation times two (2) Lien Debtors for a total value of this bill of three-million four hundred eighty thousand dollars (\$3,480,000.00) in Functional Currency of the United States. The surety/property utilized to guarantee the payment of this commercial lien is the operational/commercial bonds of each of the Lien Debtors. If the bond(s) of the Lien Debtors is/are insufficient for coverage the payment(s) the assets of the Lien Debtor(s) will be utilized as follows: all the real and moveable property and bank and savings accounts and of the Lien Debtors except wedding rings, keepsakes, family photographs, diaries, journals, etc., and the property normally exempted in the lien process (includes survival provisions).

I, John family Moro, certify on my own full commercial liability that I have read the above affidavit and do know the contents to be true, correct and complete, and not misleading, the truth, the whole truth, and nothing but the truth, and do believe that the above described acts have been committed contrary to law.

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NOTICE TO PRINCIPALS IS NOTICE TO AGENTS.
NOTICE TO AGENTS IS NOTICE TO PRINCIPALS.

This is a Certified Letter

EXODUS 20:15, 16.

FURTHER AFFIANT SAITH NOT.

Foreign neutral:
L.S. John Moro

Official Authorized and Private Seal:
John family Moro Attorney-In-Fact but not Individually

In the Book of 2 Corinthians, Chapter 13, verse 1:

“in the mouth of two or three witnesses shall every word be established.”

<u>M. R.</u>	<u>12</u>	<u>9</u>	<u>2011</u>
Witness signature	Day	Month	Year
<u>Sali Pavlo</u>	<u>12</u>	<u>9</u>	<u>2011</u>
Witness signature	Day	Month	Year
<u>Brooke V</u>	<u>12</u>	<u>9</u>	<u>2011</u>
Witness signature	Day	Month	Year

A foreclosure by a summary judgment (non-jury) without a commercial bond is a violation of commercial law.

It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of or without the Court.

Service of Legal Process

No party to the case nor the court has been allowed to use the U.S. Mail to “serve” papers which are required by law to be “served” not “sent.” A U.S. postal carrier is not employed and bonded as a witness, hence is not a lawful legal process server.

Compulsory Bonding of Public Officials and Summary Processes

1. The Constitution of the united States of America is the original commercial contract between the US Government and its citizenry, and all states and officers are bound by oath to obey it.

2. Only Constitutional laws and processes and their execution do not have to be bonded, for they are the only commercial processes generally which arise from the consent of the governed, “we the people,” the public.

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3. Commercial, Civil, and Criminal processes which abridge the commercial provisions of the US Constitution and the State Constitutions are known as Summary Processes.

4. All Summary Processes have the weakness of being subject to bribery, kickbacks, fraud of process, conspiracy to defraud, and alter ego misuse, and therefore must be bonded. Title 15 of the USC, the relationship between bonding and corporate limited liability, and the reasons for official financial disclosure statements. All unbonded Summary Processes constitute the grounds for reversible error in all consequent processes. For example, a US Postal worker is not a bonded legal process server.

5. A commercial lien (90 day grace period before levying) may be used by a citizen to collect a debt or to secure a promised service/oath of a public official by seizing the property of the public official to secure privately and/or publicly the bond of the official. When an immediate specific performance is required of an official instead of the general protection of the public, the instant process is called a distress or distress infinite, which because it has no grace period before impoundment, must be pre-bonded. Commercial Liens are not Common Law Liens. Commercial Liens are Declarations of Obligation (15 USC) and as such are no part of the common law process except:

A. A lien may be enforced by a levy on the lien by the Sheriff after a 90-day acquiescence of the lien debtor, or

B. Be challenged by the lien debtor in a Jury Trial duly convened by the Sheriff within 90 days at the request of the lien debtor pursuant to the 7th Amendment of the US Constitution or an identical state provision. Said Jury Trial must be duly convened and properly conducted meaning, in part, that all affidavits must be categorically point-for-point rebutted, all issues are subject to full disclosure and discovery, and the jury may not retire to the jury room to homogenize the verdict.

An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.

An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment) and rescue is a felony.

It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial lien.

PUBLIC HAZARD BONDING OF CORPORATE AGENTS All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and

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limited liability insurance fraud (15 USC) and is prim-a-facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.

The first amendment of The United States constitution says in part:

“Congress shall make no law respecting... the right of the people to... petition the government for a redress of grievance.”

The supreme Court of The United States agree:

"The ability to place a lien upon a man's property, such as to temporarily deprive him of its beneficial use, without any judicial determination of probable cause dates back not only to medieval England but also to Roman times." [United States Supreme Court, 1968, *Sniadach v. Family Finance Corp.*, 395 U.S. 337, 349]

Supported by the California Supreme Court, [1971, *Randone v. Appellate Department*, 5 C3d 536, 96 Cal Rptr 709 and 488 P2d]

[*State of Idaho v. Horiuchi* ... towards the gen-eral government. . . . If [the people's] rights are invaded by either, they can make use of the other as the instrument of redress. Page 3.] ...

SUMMARY

1. A Jury Trial must be convened and used to release a commercial lien.
2. An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process, especially to remove a commercial with a summary process.
3. An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment)) and rescue is a felony.
4. It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial lien.
5. Mail Fraud and Racketeering: The use of the U.S. Postal Service to collect on any unlawful debt is considered mail fraud under federal statutes (In U.S.C. 1341). And the use of the U.S. mails more than once in any 10-year period constitutes a pattern of racketeering activity under statute (18 U.S.C. 1961).


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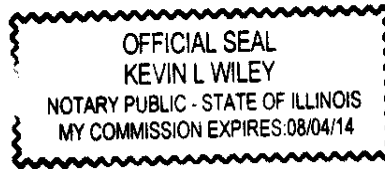
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In testimony whereof I have hereunto set my hand and affixed my seal of office AT Chicago, Illinois State, Cook County on the ninth day of September in the year of our Lord two thousand eleven, A.D.


 Notary Public's Signature
 Federal Witness
 (Personalized Seal)

JURAT



Legal Notice: The Certifying Notary is an independent contractor and not a party to the claim. In fact the Certifying Notary is a Federal Witness pursuant to: TITLE 18, PART I, CHAPTER 73, Sec. 1512, Tampering with a witness, victim, or an informant. (b) Whoever knowingly uses intimidation or physical force, threatens, or corruptly persuades another person, or attempts to do so, or engages in misleading conduct toward another person, with intent to - (1) influence, delay, or prevent the testimony of any person in an official proceeding; (2) cause or induce any person to - (A) withhold testimony, or withhold a record, document, or other object, from an official proceeding; (B) alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding; (C) evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official proceeding; or (D) be absent from an official proceeding to which such person has been summoned by legal process; or (3) hinder, delay, or prevent the communication to a law enforcement officer or judge of the United States, of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation, parole, or release pending judicial proceedings; shall be fined under this title or imprisoned not more than ten years, or both. The Certifying Notary also performs the functions of a quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of The Executive Department. Intimidating a Notary Public under color of law is a violation of Title 18, U.S. Code, Section 142, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This statute makes it a crime for any person acting under the color of law to willfully deprive any individual residing in the United States those rights protected by the Constitution and U.S. laws. Other related federal statutes include Title 18, U.S. Code, Section 241, "Conspiracy Against Rights"; Title 18, U.S. Code, Section 1512, "Obstruction of Justice"; and Title 18, U.S. Code, Section 1001, "False Statements." Title 18, U.S. Code Section 1010 "Department of Housing and Urban Development and Federal Housing Administration transactions" Federal statutes generally restrict color of law investigations to official actions taken by police officers, federal agents, sheriff's deputies, correctional officers, and other public safety officials. However, off-duty officers who assert their official status also may face prosecution. In rare cases, the actions of security guards, private citizens, judges, defense attorneys, and prosecutors who willfully participate with federal, state, or local law enforcement officials in the commission of color of law violations fall within the purview of the federal statutes.

*Postal Inspectors are federal law enforcement officers with investigative jurisdiction in all criminal matters involving the integrity of the mail and the security of the U.S. Postal Service. U.S. Postal Inspection Service, Security Investigations Service Center, 225 N Humphreys Blvd., 4th Floor, Memphis, TN 38161-0001.

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Attached partial list of Respondents

RESURRECTING REAL ESTATE CORP. DUNS number 034513735 (\$1,204,000.00)

7119 WEST HIGGINS AVENUE

CHICAGO ILLINOIS

[60656-1903]

U.S.A.

ROSARIO TERRACCIANO number 034513735 (\$1,204,000.00)

7119 WEST HIGGINS AVENUE

CHICAGO ILLINOIS

[60656-1903]

U.S.A.

FREEDMAN ANSELMO LINDBERG, LLC DUNS number 189531601 (\$1,204,000.00)

1807 WEST DIEHL ROAD

NAPERVILLE ILLINOIS

[60563-1890]

U.S.A.

THOMAS J ANSELMO DUNS number 068599794 (\$1,204,000.00)

15 W 468 GRAND AVENUE

ELMHURST ILLINOIS

[60126]

STEVEN C LINDBERG DUNS number 022532249 (\$1,204,000.00)

901 NORTH GREENWOOD AVENUE

KANKAKEE ILLINOIS

[60901-2140]

LOUIS S FREEDMAN DUNS number 047094565 (\$1,204,000.00)

1807 WEST DIEHL ROAD

NAPERVILLE ILLINOIS

[60563-1890]

SUM CERTAIN FOR CONVERSION

6x \$1,204,000.00 = \$7,224,000.00 as of the ninth day of September in the year of our Lord two thousand eleven, A.D. SEVEN MILLION TWO HUNDRED TWENTY FOUR THOUSAND DOLLARS AND NO CENTS 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.”

“The undersigned Affiant [John family Moro] reserves the right to amend and correct and adjust the accounting and True Bill”

The progressive Sum Certain in 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 or any other superior currency backed by gold. Sum Certain may also be paid in any numerical value in gold and equal value in real property and natural resources, and any agreeable combination of the above.

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LEGAL DESCRIPTION

LOT 64 IN MARY ANN BAYLEYS SUBDIVISION OF BLOCK 8 IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS [16-12-214-011-0000]

COMMONLY KNOWN AS 2423 WEST ERIE STREET CHICAGO ILLINOIS [60612]

Property of Cook County Clerk's Office

