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FRAUDULENT DOCUMENT OR INSTRUMENT NOTICE



RECORDER, Please Mail To:
Maria Olvera
5421 South Harding Avenue
Chicago, IL 60632

Doc#: 1206010071 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/29/2012 12:36 PM Pg: 1 of 3

CONSTRUCTIVE NOTICE OF DOCUMENTED FRAUD

KNOW ALL MEN BY THESE PRESENTS that Maria Olvera ("Beneficiary") of Chicago, Cook County, in Illinois State is beneficiary to the 5421 S. Harding Trust (the "Trust") and hereby gives Constructive Notice pertaining to the acts of fraud performed and continued fraudulent acts being perpetrated related to the following described real estate ("Property") situated in Chicago, Cook County, Illinois State, to wit:

THE NORTH 2 FEET OF LOT 40, ALL OF LOT 41 AND THE SOUTH 12 FEET OF LOT 42 IN BLOCK 4 IN SIMON ETTLINGER'S SUBDIVISION OF THE WEST ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Estate Tax Identification Number(s): 19-11-327-071-0000,

Commonly Known As: 5421 South Harding Avenue, Chicago, Illinois 60632.

Perpetrating these fraudulent acts were/are individuals, corporations and/or agents including, yet not limited to:

Claiming to be "Lender": MidAmerica Bank, FSB

Claiming to be "Mortgagee": MidAmerica Bank, FSB

Claiming to be successor, trustee or "Assignee": PNC Bank, National Association

Claiming to be "Selling Officer": The Judicial Sales Corporation

and their successors and/or assigns.

Furthermore, this Notice affirms that the Trust is vested with fee simple absolute title to the Property.

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Lender allegedly induced Liberato Olvera ("Mortgagor") into a debt allegedly evidenced by a promissory note ("Note"). Allegedly in connection with the Note, Mortgagee recorded a security instrument ("Mortgage") in Cook County, Illinois dated 2/2/2007 and recorded 2/2/2007 as Document No. 0703326118. The Mortgage purports to grant a security interest in the Property to Mortgagee, which Assignee later claimed as successor. Assignee filed a Complaint to Foreclose under the Mortgage, giving constructive notice thereof by recording a Lis Pendens in said county dated 7/18/2011 and recorded 7/25/2011 as Document No. 1120611069. As a result of fraud upon the court, the court appointed Selling Officer to sell the Property. Selling Officer scheduled a sale of the property to take place on 3/6/2012.

This Fraudulent Document or Instrument Notice shall serve as lawful and public notice to all interested parties that all of the transactions and documents described in the paragraph above were the proximate results of fraud perpetrated upon the Mortgagor. The Mortgage was and is a product of willful, wanton and misleading false representations of material facts made by Lender. All ensuing transactions and documents and the interests and estates created by such were the fruit of the tree of fraud.

The Mortgage purports to secure an alleged debt resulting from a loan presumed to have been made to Mortgagor by Lender. The Note allegedly is evidence of said debt. Lender never made such a loan to Mortgagor. The Note itself, being the obligation to pay, would have provided the cash value that funded Lender's alleged loan check that Lender paid to or on behalf of Mortgagor (***Money and Banking by David H. Friedman, American Bankers Association, page 86***).

The granting of the Note by Mortgagor to Lender is not evidence of a loan under which the Mortgage is able to take its intended effect. Lender, as a banking institution organized and functioning under jurisdiction of the United States of America, is forbidden from lending its own credit to borrowers. Banks cannot lend depositors' money to borrowers without the depositors' written authorization. In reality, banks do not lend their depositors' money (***12 United States Code, Section 1828***).

All public United States banking institutions such as Lender are member banks of the Federal Reserve Bank. According to the Federal Reserve Bank of Chicago, "In exchange for the note or security, the lending or investing institution credits the depositor's account or gives a check that can be deposited at yet another depository institution" (***Two Faces of Debt, published by the Federal Reserve Bank of Chicago, page 19***).

Title Holder has not been able to discover, despite extensive research, evidence that Lender did in fact lend Mortgagor anything from its assets. However, Title Holder has discovered through research that Lender deposits a mortgage-secured note as an asset into a checking account set up in a title holder's name, then issues a check or a wire transfer against said deposited asset to or on behalf of that title holder as a "loan" without disclosure to the title holder that, in fact, the *title holder* was depositing the promissory note and that Lender returned the same as a "loan" and charged the title holder, the alleged borrower, interest to boot (***Money and Banking by David H. Friedman, American Bankers Association, page 86***). In Lender's efforts to deceive the title holder into believing the Lender loaned money to the title holder, Lender deposited the note as "money" from which to issue a check. Lender loaned no lawful money to provide the consideration necessary to legally fulfill the contract (note) indebteding the title holder. *Ipsa facto*, without a valid note to secure, Lender cannot own a valid mortgage to create a lien on the title holder's real estate. By deceiving the title holder in this way, Lender creates a fraudulent lien on real property without risking or using one bit of its own assets.

If Lender, its successors and/or assigns alleges to hold the Note, then the value of the deposited Note is due to Mortgagor from the checking account Lender set up in Mortgagor's name, which Lender credited in order to issue the check; it is still owed to Mortgagor. Lender never loaned Mortgagor Lender's money and Lender never provided consideration under the Note, and thus the Note contract is void *ab initio*. Without loaning Mortgagor lawful money, Lender deposited Mortgagor's "money" (Note as promise to pay = value = "money"), withdrew it and claimed it was Lender's money and that Lender loaned this money to Mortgagor.

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Assignee, as holder of Lender's fraudulent documents and instruments, owes Mortgagor the full amount which Lender claimed that Lender loaned Mortgagor. Assignee hitherto has failed to give or *lend* any money, credit or anything at all of value to Mortgagor. Therefore, Assignee's claims upon the Property are fraudulent and void.

The Note and the Mortgage associated with it are unenforceable as instruments of indebtedness against Mortgagor. The Subject Mortgage is not able to secure repayment of a loan which never existed. Furthermore, the fraud, deception, and failure to disclose the material facts revealing the nature of the transaction to Mortgagor vitiates any agreement or contract entered into by the two parties, *ab initio*.

"Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." *Barnsdall Refining Corn. v. Birnam Wood Oil Co.* 92 F 26 817.

Any and all deeds, certificates of sale, or any other transfers, assignments, liens, certificates of beneficial interest or ownership, or any other instrument(s) claiming or otherwise alleging to transfer title or color of title to Lender or Lender's successors, or any of its agents, heirs, assignees, servicers, fiduciaries, trustees, beneficiaries, officers, holders, or other parties are incorporated herein by reference as sharing the fraudulent nature of the Note and Mortgage described above. Any interested party must construe any such instrument(s) recorded with relation to the Mortgage to be slanderous, libelous and defamatory.

Beneficiary will hold any and all parties participating in preparation, circulation, recording, and otherwise handling of any current or future instruments associated with the Mortgage as liable for damages and may prosecute the same for slander of title and other claims to the fullest extent of the law.

Maria A. Obuena

Signature and/or Seal

2/28/2012

Date