

FRAUDULENT DOCUMENT OR INSTRUMENT NOTICE



RECORDER: Please Mail to Yekutiel Azor 8153 S. South Shore Drive Chicago Territory Illinois Republic [60617]

Doc#: 1309413050 Fee: \$42.00 RHSP Fee: \$10.00 Affidavit Fee: Karen A. Yarbrough Cook County Recorder of Deeds Date: 04/04/2013 03:19 PM Pg: 1 of 3

Prepared By: Quafin A. Supariv, BPR Consulting 1858 W. Cermak Road Chicago, IL 60608-4304

CONSTRUCTIVE NOTICE OF DOCUMENTED FRAUD

KNOW ALL MEN BY THESE PRESENTS that Linda Banks-Woodard ("Title Holder") of Chicago City, Cook County, in Illinois State 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 City, Cook County, Illinois State, to wit: (Legal description may be attached hereto and made part hereto.)

Lot 19 to Block 1 in Waller's Subdivision of Lots 1 to 24 Inclusive in Block 1 and Lots 1 to 24, and 31 to 48 both Inclusive, in Block 2 in Meeker's addition to Hyde Park, a subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois

Real Estate Tax Identification Number(s): 21-31-224-018-0000

Commonly Known As: 8153 S. South Shore Drive

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

Claiming to be "Lender": American Financial Funding Corporation,

Claiming to be "Mortgagee": Washington Mutual Bank,

Claiming to be successor, trustee, "assignee": Wells Fargo Bank,

Claiming to be "Selling Officer": _____,

Claiming to be "Buyer": _____,

and their successors and/or assigns.

Furthermore, this notice affirms that Title Holder is vested with fee simple absolute title to the Property.

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Lender allegedly induced Linda Banks Woodard ("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 09/30/2003 and recorded 09/30/2003 as Document No. 0327311083. The Mortgage purports to grant a security interest in the Property to Mortgagee, which Assignee later claimed as successor or trustee or via an assignment recorded in said county dated 01/17/2007 and recorded 01/17/2007 Document No. 0707722045. Assignee filed a Complaint to Foreclosure under the Mortgage, giving constructive notice thereof by recording a Lis Pendens in said county dated 01/09/2012 and recorded 01/09/2012 as Document No. 1200944059. As a result of fraud upon the court, the court appointed Selling Officer to sell the Property. Selling Officer conducted a sale of the property on ___/___/___ and granted a deed to Buyer. Buyer recorded said deed in said county dated ___/___/___ and recorded ___/___/___ as Document No. _____.

This Fraudulent Document or Notice Instrument 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 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 depositors' 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 the 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 the 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 the 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 that 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 interests 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 the slanderous, libelous and defamatory.

Title Holder 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 furthest extent of the law.

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY

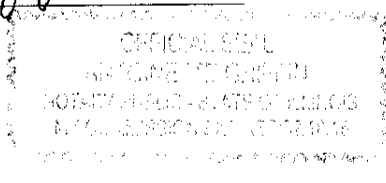
Yekutsel Azor
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she(they) signed, sealed and delivered the said instrument as his/her(their) free and voluntary act, for the uses and purposes therein set forth.

4/4/13 Thursday
Date

Y. Azor Authorize Representative
Signature and/or Seal

Given under my hand and official seal, *vis*:

Antoinette Guffin
Notary Public



(My Commission Expires 2-18-15)