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RHSP Fee:\$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/03/2013 10:59 AM Pg: 1 of 7

PREPARED BY:leslie-sharon: mitchner
c/o 6116 South Mozart Avenue
chicago near [60629]
non domestic illinois without the usa
AND WHEN RECORDED MAIL TO:
Leslie S. Mitchner
c/o 9449 South Kedzie Avenue, Suite 177
evergreen park near [60805]
non-domestic illinois without the usa

NOTICE OF RESCISSION OF MORTGAGE CONTRACT/TRANSACTION ALLEGED LOAN #181940206; MORTGAGE LIBER: N/A, PAGES: N/A; RECORDED DECEMBER 11, 2007 AS DOCUMENT NO. 073453081 IN THE COOK COUNTY (ILLINOIS) RECORDER OF DEEDS OFFICE: AND ANY ALLEGED ASSIGNMENTS TO ANY 3RD PARTIES RECORDED OR UNRECORDED: NOTICE OF REVOCATION OF SIGNATURES AND POWERS OF ATTORNEYS AS THEY RELATE TO THE NOTE AND MORTGAGE/SECURITY AGREEMENT GMAC MORTGAGE, LLC, et al; AKA GMAC MORTGAGE CORPORATION, et al; AKA MORTGAGEE/LENDER; ANY AND ALL UNKNOWN AND UNREVEALED WAREHOUSE LENDERS; WHOLESALE LENDERS, RETAIL LENDERS; GMAC MORTGAGE, LLC, et al AND FOR ALL KNOWN, REVEALED AND ALL UNREVEALED, ASSUMED, PRESESUMED, EXPRESSED OR IMPLIED IN LAW OR IN FACT UNKNOWN, UNREVEALED ACCOMMADATION/PARTIES, TRUSTEES, FIDUCIARIES, NOMINEES AND THEIR ASSIGNS, APPOINTEES, NOMINEES AUTHORIZED REPRESENTATIVES/ AGENTS AND ARE DECLARED TO BE NULL AND VOID, OF NONE AFFECT, VOID AB INTITIO TO THE DATE OF THE BEGINNING. ALL SUCH DOCUMENTS ARE TO BE REMOVED FROM THE COUNTY RECORDS DUE TO THE ARTICULATE FACTS AND ELEMENTS OF FRAUD LISTED AND CONTAINED IN THIS RESCISSION AND REVOCATION OF SIGNATURES AND POWERS OF ATTORNEY

- I :leslie-sharon: mitchner am of the age and maturity to make this affidavit and the testimonial facts herein. and
- I :leslie-sharon: mitchner am mentally competent to make this Official Affidavit of Testimonial Facts for the Court Record. and
- I :leslie-sharon: mitchner have personal knowledge of the facts in this testimony and affidavit. and
- This affidavit is made under the penalties of perjury and must be responded to by counter. affidavit by any and all parties within 30 days or it will stand as undisputed fact as a matter of law.
- I :leslie-sharon: mitchner, Sui Juris, by special visitation [special appearance], who is unschooled in law and asks that the court take Special Judicial Notice of the enunciation of the principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance rather than form.

“I :leslie-sharon: mitchner declare under penalty of perjury under the laws of the United States of America and the State of Illinois that the foregoing is true and correct.”

[Made Pursuant to Title 28 USCA Section 1746]¹

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NOW KNOW ALL MEN BY THESE PRESENTS, that I, :leslie-sharon: mitchner, a live, flesh and blood sentient being, a free single woman on the land do hereby give: NOTICE OF RESCISSIONⁱ OF MORTGAGE/LOAN CONTRACT-TRANSACTION as is/are listed in their entirety above as well as to any future claims of any nature against the said transaction device and the land/property/estate the subject thereof. All signatures and powers of attorney are hereby revoked and removed from the said financial instruments and the collateral pledge(s) attached thereto. THE RESCISSION/CANCELLATION OF THE SAME ALONG WITH: NOTICE OF REVOCATION OF SIGNATURES AND POWERS OF ATTORNEY OF :leslie-sharon: mitchner related thereto DO HEREBY EXERCISE MY ABSOLUTE RIGHT OF RESCISSIONⁱⁱ, APPOINTMENT AND FIRING OF FIDUCIARIES UNDER THE “NATIONAL POWER OF APPOINTMENT ACT OF 1951 AND THE ILLINOIS POWER OF ATTORNEY ACT” TO APPOINT, REPLACE, and/or FIRE ANY AND ALL “ALLEGED/PURPORTED” TRUSTEES, FIDUCIARIES, NOMINEES AND THEIR SUCCESSORS, ASSIGNS, APPOINTEES, AUTHORIZED REPRESENTATIVES/AGENTS AND THE ASSOCIATED CONTRACTS/COVENANTS; AND TO FURTHER EXERCISE MY REMEDY DUE TO THE FRAUD IN THE INDUCEMENT, CONSTRUCTIVE FRAUD, ACTUAL FRAUD, INTRINSIC AND EXTRINSIC FRAUD ON THE PART OF GMAC MORTGAGE, LLC, et al; FIRST AMERICAN TITLE COMPANY, et al; MERS (Mortgage Electronic Registration System, Inc. et al)..., THEIR EXECUTIVES, BOARD OF DIRECTORS AND ALL OTHER SUBORDINATES, EMPLOYEES, OF WHATEVER NATURE AND TO IMPLEMENT MY REMEDY TO RECOUPMENT OF ANY AND ALL OF THE MONIES GENERATED FROM THE SALE OF THE ORIGINAL NOTE IN THE SECURITIZATION PROCESS AND TO FURTHER DEMAND THE REMOVAL OF ALL SUCH INSTRUMENTS FROM THE REGISTRY IN THE COOK COUNTY RECORDER OF DEEDS, SECURITY AND EXCHANGE REGISTRY AS WELL AS ALL THE FDIC INSURANCE POLICIES, RE-INSURANCE POLICIES AND UNDERWRITINGS, INCLUDING BUT NOT LIMITED TO ALL ESCROW ACCOUNTS CONCERNING SAID TRANSACTIONS; ALL SUCH ARE TERMINATED AND ARE HEREBY DECLARED TO BE NULL AND VOID, OF NONE EFFECT, VOID AB INTITIO, NUNC PRO TUNC TO THE DATE OF THE 30TH DAY OF NOVEMBER 2007.

STATEMENT OF TRANSACTION AND THE FRAUDULENT ACTIVITY THEREIN

1. **Fact:** That I, :leslie-sharon: mitchner, did negotiate with GMAC Mortgage, LLC, to obtain a “Loan” under “RESPA” in the amount two hundred twenty nine thousand one hundred dollars (\$229,100).
2. **Fact:** That a meeting of the minds was entered into by both parties and an agreement with a multiple fixed rate of 6.750% interest and was ratified at a closing held with FIRST AMERICAN TITLE COMPANY, et al (ORDER # 1747203) on the 30th day of November 2007, whose mailing location is: President: DENNIS J GILMORE 1 First American Way, Santa Ana, CA 92707.
3. **Fact:** At that time a Promissory Note in the amount of \$229,100.00 was signed by :leslie-sharon: mitchner and presented to the Title Company to secure an alleged loan.
4. **Fact:** That at the time of the closing I, :leslie-sharon: mitchner (having been promised as is stated on the note) that I received a loan/funds/money **DID NOT** receive any such loan from GMAC MORTGAGE, LLC, et al as promised.
5. **Fact:** That the first line of the Promissory Note stated that I had already received the loan, when in fact I had **NOT** nor did I have any semblance of any such financial instrument in my possession nor was any such instrument ever presented to me.
6. **Fact:** Such conduct at the closing by the Title Company on behalf of the “Pretender Lender” constitutes a Breach of Contract, Fraud by Concealment, Fraud by nondisclosure and Fraud in the Inducement.

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¹Ferguson v. Commissioner of the Internal Revenue 921 F. 2d. 588 (5th Circuit 1991) “Court abused its discretion in refusing testimony of witness who refused, on religious grounds, to swear or affirm, and who instead **offered to testify accurately and completely and to be subject to the penalties of perjury**”.

7. **Fact:** That immediately after the Note and Mortgage were signed, FIRST AMERICAN TITLE COMPANY took possession of both instruments allegedly on behalf of GMAC MORTGAGE, LLC, et al.
8. **Fact:** That after an extensive research, Leslie S. Mitchner has learned that the “Note” was illegally severed from the mortgage thus illegally manufacturing a counterfeited asset/mortgage backed security constituting an illegal transaction.
9. **Fact:** That when the “NOTE” was illegally severed it was converted into a “demand deposit” changing the nature of the instrument from a “DRAFT” into accounts receivable, i.e. monetizing the same and therefore paying for the house in it’s entirety within 72 hours of the closing.
10. **Fact:** That the Note was then converted into a “SECURITY” via “SECURITIZATION PROCESS” with the “NOTE” being “pooled/bundled” with other “NOTES” (“alleged original note” without the mortgage attached) being placed into an asset-backed and mortgage-backed SECURITIES POOLS and with the same being illegally sold on the SEC, including but not limited to the DTC (Depository Trust Company) and DTCC (Depository Trust Company Clearinghouse). See 18 USC § 478 & 479
11. **Fact:** That these securities are counterfeit and should be removed from the SEC market in that the actual alleged assets are not effectively connected to meet the standards of a valid and lawful SECURITY, as defined by the SEC. (See 18 USC § 478 & 479)
12. **Fact:** That the Mortgage that was registered and recorded at the Cook County Recorder of Deeds Office is fraudulent in that the house was paid in full at the closing by the tendering of the Note by :leslie-sharon: mitchner placing his/her live bona fide wet ink signature thereon and that she herself actually funded the “NOTE” via a back door electronic transfer of funds from his Birth Certificate Trust/Estate (Constructive Trust-Cestui Que Vie Trust of 1666) that had been illegally accessed by the “Pretender” Lender and other unknown parties and channeled through the Federal Reserve Bank, FDIC, DTC, “Shadow Banking Companies” and any other unknown accommodation/third parties in a major banking fraud scheme.
13. **Fact:** That no valid and timely assignment of any nature was recorded or has been recorded in in the Cook County Recorder of Deeds Office whereby any valid assignment by GMAC MORTGAGE, LLC, et al, to any 3rd or accommodation parties including but not limited to any “REAL PARTY IN INTEREST-FRCP (Federal Rules of Civil Procedure) 17 (a)”
14. **Fact:** That without such an assignment, neither GMAC MORTGAGE, LLC, et al, had legal or lawful standing to make a claim against said property as they lacked having a vested security interest in the original loan.
15. **Fact:** That due to these and other Predatory lending Practices and schemes, Unfair Trade Practices, Consumer Fraud and numerous other Fraudulent activities on the part of the Title Company, Wholesale Lender, GMAC MORTGAGE, LLC, et al, and their Executive Officers and Board of Directors, I, :leslie-sharon: mitchner am exercising my right to Rescind and cancel the entire contract and remove all signatures and Powers of Attorney attached thereto in that I have just recently discovered these multiple issues of actual, constructive, intrinsic, extrinsic and actual fraud.
16. **Fact:** That I have become aware that GMAC MORTGAGE, LLC, et al; FIRST AMERICAN TITLE COMPANY, et al; MERS, et al; and or Freddie Mac have used via CODILIS AND ASSOCIATES, P.C., a 3rd party debt collection agency have knowingly, intentionally, and voluntarily have attempted to conduct an invalid and fraudulent foreclosure and that CODILIS

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AND ASSOCIATES, P.C., et al; along with GMAC MORTGAGE, LLC, et al; FIRST AMERICAN TITLE COMPANY, et al; MERS, et al; and Freddie Mac are continuing a Pattern, Practice, Custom and Usage in Racketeering and RICO at all times acting in the stream of interstate & intrastate commerce to steal and plunder yet another innocent victims rights and rights to property/land and home.

17. **Fact:** That this Rescission and Revocation of Signatures and Powers of Attorney effectively eliminates any form of actionable and enforceable contract nullifying the same ab initio, nunc pro tunc to the 30th day of November 2007.
18. **Fact:** That due to the intrinsic, extrinsic fraud, fraud in the factum, and actual fraud on the part of GMAC MORTGAGE LLC, et al; FIRST AMERICAN TITLE COMPANY, et al; MERS, et al; including but not limited to the law offices of CODILIS AND ASSOCIATES, P.C. et al, acting in concert (See Black's Law Dictionary; Fifth Edition page 223: **Civil conspiracy**. A combination of two or more persons, who, by concerted action, seek to accomplish an unlawful purpose or to accomplish some purpose, not in itself unlawful, by unlawful means. Lake Mortgage Co., Inc. v. Federal Nat. Mortgage Ass'n, 159 Ind.App. 605, 308 N.E.2d 739,744) , having willfully, wantonly, and recklessly disregarded repeated claims of :leslie-sharon: mitchner regarding mortgage fraud, banking fraud, and foreclosure fraud.
19. **Fact:** That I, Leslie S. Mitchner have full right and entitlement to be restored via recoupment for all of the monies that I have paid out, the amount of the original note, scroll accounts et al plus treble damages for the torts so wrongfully incurred.

RESCISSION AND REVOCATION OF SIGNATURES AND POWERS OF ATTORNEY

That I, :leslie-sharon: mitchner a live sentient immortal soul, flesh and blood living being a single free woman on the land, Executrix, nominee, beneficiary authorized representative of "LESLIE S. MITCHNER" A FICTION AND STRAWMAN DO HEREBY Rescind, cancel, abjure denounce, remove, renounce, blot out, nullify, remove and make null and void, of none effect said Fixed Rate Mortgage Instrument; including but not limited to said "ORIGINAL NOTE BOTH BACK AND FRONT" entered into with GMAC MORTGAGE, LLC, et al dated the 30TH day of November 2007 pertaining to the property located at 6116 South Mozart Avenue Chicago, Illinois 60629 and further described as:

LOT 6 IN BLOCK 10 IN COBE AND MCKINNON'S SACRAMENTO AVENUE AND 63RD STREET SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 6135 South Mozart Avenue, Chicago, Illinois 60629
P.I.N.: 19-13-322-025-0000

As it relates to:

- A. GMAC Mortgage, LLC (now a Defunct corporation), et al, formerly known as GMAC Mortgage Corporation, et al; (whom as of February 13, 2013 has sold the alleged mortgage listed herein to: OCWEN LOAN SERVICING LLC their Executive Chairman: William C. Erbey; President & CEO: Robert Faris, et al; in addition, MERS (Mortgage Electronic Registry Systems Inc., et al); Freddie Mac other agents known, unrevealed and unknown including but not limited to all Notaries Public in the employ of the same as well as any and all accommodation parties/agents/representatives/nominees/assigns known and unknown; unrevealed third parties and the Recoupment of all Securities created thereby (the ORIGINAL GENUINE BONA FIDE NOTE) as well as any and all Comptrollers and Treasurers, or current CEOS, CFOS, CAOS,

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COOS, BOARD OF DIRECTORS, ET AL as well as all UNKNOWN WAREHOUSE LENDERS, WHOLESALE LENDERS AND RETAIL LENDERS, stockholders, investors, certificate holders, Certificate Holder Pass Through Accounts for Asset Backed Securities and related proxies whose mailing location is: GMAC MORTGAGE LLC: 100 Witmer Road, P.O. Box 963, Horsham, PA 19044; AND/OR OCWEN LOAN SERVICING LLC: ATTN: WILLIAM C. ERBEY & RONALD M. FARIS, 1661 Worthington Rd., Ste 100, West Palm Beach, FL 33409

- B. FIRST AMERICAN TITLE; their CEO or Current CEO; CFO- or Current CFO; CURRENT COO; CURRENT CAO; all known and unknown; all Notaries Public as well as any and all accommodation parties/agents/ representatives/ nominees/assigns/Successors known and unknown; unrevealed third parties and the all Securities created thereby as well as any and all Comptrollers and Treasurers, or current CEOS, CFOS, COOS as well as all stockholders,, investors, certificate holders, Certificate Holder Pass Through Accounts for Asset Backed Securities and related proxies; and
- C. **Further**, That I, :leslie-sharon: mitchner a free single man/woman on the land, do hereby revoke, remove, invalidate, abjure all signatures and powers of attorneys as it relates to all the above. Said Rescission and Revocation of Signatures and Powers of Attorney applies to all transaction and devices, Financial Instruments, Insurance Policies, Re-Insurance Policies, Underwriters, Underwriter Policies, Promissory Notes, Drafts, Mortgages, Pledges of any nature, Multiple Fixed Rate Agreements, Security Agreements, Addendums, Riders, Allonges, Endorsements, Foreclosure instruments, Escrow Accounts, Sheriff's Deeds, all Deeds including but not limited to: Warranty, Marketable Titles, and all Quit Claim deeds of any nature including but not limited to GMAC MORTGAGE LLC (now a Defunct Corporation) et al, formerly known as GMAC MORTGAGE CORPORATION, et al (who fraudulently sold alleged mortgage listed herein to: OCWEN LOAN SERVICING LLC, et al); FIRST AMERICAN TITLE COMPANY, et al; MERS; and FREDDIE MAC their Executive Officers, Agents, Board Of Directors, Certifying Officers, Assistant Secretaries, Assistant Vice-Presidents et al; all Certificate Holders of Asset Backed and/or Mortgage Backed Securities, Mortgage/Promissory Note, Pooling Agreements related thereto or whatever nature as it directly relates to the Fixed Rate Mortgage Agreement dated the 30th day of November 2007.

That due to the Breach of Contract on the part of GMAC MORTGAGE LLC, et al (Now a Defunct corporation, formerly known as GMAC MORTGAGE CORPORATION, et al) Fraud in the Inducement; all of the signatories of :leslie-sharon: mitchner and related Powers of attorney are hereby revoked, abjured, nullified, declared null and void and of none effect; are to be stricken, remove, expunged for Breach of Contract-Promise to give a loan and then failing to actually grant a loan of any nature as :leslie-sharon: mitchner paid for the house in full when the Note was tender and the Note was severed from the Mortgage was monetized via an allonge/endorsement of a GMAC MORTGAGE LLC, et al, (Now a Defunct corporation, formerly known as GMAC MORTGAGE CORPORATION, et al) who has fraudulently sold the alleged mortgage listed herein to: OCWEN LOAN SERVICING LLC, et al; and/or Retail Lender, deposited in a Demand Deposit and Securitized with the entire transaction being totally funded by :leslie-sharon: mitchner via her Live Wet Ink Signature on the Note via the Lender (s) access a trust estate account belonging to :leslie-sharon: mitchner. The funding of the "Note" was orchestrated by players unknown with the intent to procure unjust enrichment without the knowing, intentional and voluntary consent of :leslie-sharon: mitchner the Administrator by Fraud in the Inducement, Constructive Fraud, Fraud in the Factum, Constructive Fraud, Intrinsic Fraud, Extrinsic Fraud, Fraud by Non Disclosure, Forgery, Violation of the National Currency Act of 1864, violations of Title 18 USC § 655 and 656, Forgery 720 ILCS 5/17-3 as well as other felony related reasons. All related documents relating to a Mortgage between :leslie-sharon: mitchner and GMAC MORTGAGE LLC, et al (Now who is a

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Defunct corporation, formerly known as GMAC MORTGAGE CORPORATION, et al) who has fraudulently sold the alleged mortgage listed herein to: OCWEN LOAN SERVICING LLC, et al and any other unknown revealed or unrevealed accommodation third parties, assigns, et al and/or any of the other above listed entities/individual in private or corporate capacity filed at the Cook County (Illinois) Recorder of Deeds at Liber N/A Pages N/A through N/A ; Recorded as Document No.0734535081 in the Cook County (Illinois) Recorder of Deeds Office. The same is declared to null and void, of none effect as of this 26 day of April, 2013 ab initio nunc pro tunc to the 30th day of November 2007.

CLAIM OF RESTORATION AND RECOUPMENT 810 ILCS 5/3-305 & 810 ILCS 5/3-306

That as a matter of law and of right, I, :leslie-sharon: mitchner am entitled to have all monies paid as well as all monies obtain by various corporations including but not limited to securities, investments, escrow accounts riders et al in total recoupment pluse treble damages for the injuries so wrongfully incurred by me and to return the same to me within twenty days of the receipt of the notice of rescission See UCC 3-305; 810 ILCS 5/3-305 and UCC 3-306; 810 ILCS 5/3-306. This is my solemn notice of Waiver of Tort and Notice of intent to Sue to all of the above named and mentioned parties in their individual and private capacities.

Executed at Arm's Length on this 26 day of April 2013.

By: Leslie Mitchner
 :leslie-sharon: mitchner Authorized Representative for:
 LESLIE S. MITCHNER

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JURAT

I, Claudia Muhammad Notary Public in Cook County, Illinois; Acting in Cook County, Illinois do hereby affirm that the above named individual Jade Mitchell personally appear before me, on this 26 day of April, 2013, presented sufficient proof of his/her identity and to attest that the contents of the attached instrument are true, correct, certain, complete and accurate and are not meant to be vexatious or misleading. That this is his true live bona fide signature/autograph attached hereto.

Dated this 26 day of April, 2013.

By: ... Claudia Muhammad L S
Notary Signature



Notary Public Cook County, Illinois

Acting in Cook County, Illinois

My Commission Expires 07/17/2016

LEGAL NOTICE

[Note: Notary Public listed herein is not an attorney licensed to practice law in the state of Illinois and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. Notary Public listed herein is not a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties and as a disinterested third party witness.]

ⁱ RESCISSION-BLACK LAW DICTIONARY 4TH EDITION AND 7TH EDITION-

ⁱⁱ Rescission-Rescission, or the act of rescinding, is where a contract is cancelled, annulled, or abrogated by the parties, or one of them. Blacks' Law Dictionary 4th Edition, Page 1541 See also Rescission Blacks Law 6th edition