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Affidavit Fee:  
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Cook County Recorder of Deeds  
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## Definitions

International convention on maritime liens; Whereas pursuant to; International Convention on Maritime Liens and Mortgages (Geneva, 6 May 1993) Whereas pursuant to; Article 4; Maritime liens; 1. Each of the following claims against the owner, demise charterer, manager or operator of the vessel shall be secured by a maritime lien on the vessel: (a) Claims for wages and other sums due to the master, officers and other members of the vessel's complement in respect of their employment on the vessel, including costs of repatriation and social insurance contributions payable on their behalf; (b) Claims in respect of loss of life or personal injury occurring, whether on land or on water, in direct connection with the operation of the vessel; (c) Claims based on tort arising out of physical loss or damage caused by the operation of the vessel other than loss of or damage to cargo, containers and passengers' effects carried on the vessel.

Maritime Lien: (a) Except as provided under subsection (d) of this section, a person claiming a lien on a vessel documented, or for which an application for documentation has been filed, under chapter 121 may record with the Secretary a notice of that person's lien claim on the vessel. To be recordable, the notice must— (1) state the nature of the lien; (2) state the date the lien was established; (3) state the amount of the lien; (4) state the name and address of the person; and (5) be signed and acknowledged. (b) (1) The Secretary shall record a notice complying with subsection (a) of this section if, when the notice is presented to the Secretary for recording, the person having the claim files with the notice a declaration stating the following: (A) The information in the notice is true and correct to the best of the knowledge, information, and belief of the individual who signed it. (B) A copy of the notice, as presented for recordation, has been sent to each of the following: (i) The owner of the vessel. (ii) Each person that recorded under subsection (a) of this section an unexpired notice of a claim of an undischarged lien on the vessel. (iii) The mortgagee of each mortgage filed or recorded under section 31321 of this title that is an undischarged mortgage on the vessel. (2) A declaration under this subsection filed by a person that is not an individual must be signed by the president, member, partner, trustee, or other individual authorized to execute the declaration on behalf of the person. (c) (1) On full and final discharge of the indebtedness that is the basis for a notice of claim of lien recorded under subsection (b) of this section, the person having the claim shall provide the Secretary with an acknowledged certificate of discharge of the indebtedness. The Secretary shall record the certificate.

Whereas pursuant to; Article 5; Priority of maritime liens; 1. The maritime liens set out in article 4 shall take priority over registered mortgages, "hypothèques" and charges and no other claim shall take priority over such maritime liens or over such mortgages, "hypothèques" or charges which comply with the requirements of article 1, except as provided in paragraphs 3 and 4 of article 12.

Whereas pursuant to; State statutes superseded; This chapter supersedes any State statute conferring a lien on a vessel to the extent the statute establishes a claim to be enforced by a civil action in rem against the vessel for necessities.

Whereas pursuant to; Establishing maritime liens; (a) Except as provided in subsection (b) of this section, a person providing necessities to a vessel on the order of the owner or a person authorized by the owner— (1) has a maritime lien on the vessel; (2) may bring a civil action in rem to enforce the lien; and (3) is not required to allege or prove in the action that credit was given to the vessel. (b) This section does not apply to a public vessel.

Whereas pursuant to; Recording and discharging notices of claim of maritime lien; (A) The information in the notice is true and correct to the best of the knowledge, information, and belief of the individual who signed it. (f) This section does not alter in any respect the law pertaining to the establishment of a maritime lien, the remedy provided by such a lien, or the defenses thereto, including any defense under the doctrine of laches.

Whereas pursuant to; Forfeiture of mortgagee interest; The interest of a mortgagee in a documented vessel or a vessel covered by a preferred mortgage under section 31322 (d) of this title may be terminated by a forfeiture of the vessel for a violation of a law of the United States only if the mortgagee authorized, consented, or conspired to do the act, failure, or omission that is the basis of the violation.

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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. These are prohibitions upon the activity of the States. A State cannot directly take any step in any degree to directly invade or violate any of these provisions. A State cannot lend its aid in any degree to any person or corporation to effectuate a violation of these absolute prohibitions indirectly or obliquely lest a mockery 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 Government of the States and the United States. The people said what they meant and they meant what they said; Whereas pursuant to; Supreme Court Annotated Statute: Edwards v. Kearzey U.S. Supreme Court. 6 Otto 795. 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 Executive or the Judiciary to authorize any State to invade any of the prohibitions is void. Sui Juris In my Private Capacity as Administrator of Cestui Que Trust, facts contained herein are true, correct, complete, and not misleading, to the best of my personal first hand knowledge and belief. Being of sound mind, competent, over the age of 18. This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal to record now for and in the public record Formally "Accept" and "Consummate" required Oaths/ Oath of Office, Constitutions as by-laws and Malfeasance Bond, and place you in the "Private," (Black's Law 6<sup>th</sup> Ed.) all are without excuse. Public notice for successor and assigns, d/b/a: the U.S., all Enclaves, Insular Possessions, Territories, together with all Cities, Municipalities, Counties, Townships, etc, all sundry employees, agents, and all a/k/a: PUBLIC SERVANTS (trustees) commencing this Self-Executing binding Contract as you being my public servant "Fully Personally Liable Now" to protect me and all my Un-a-lien-able Rights private and public secured by the Constitutions. Whereas pursuant to "Right" includes remedies.

Whereas pursuant to; Supreme Court Annotated Statute" [The state citizen is immune from any and all government attacks and procedure. see, Dred Scott vs. Sanford. 60 U.S. (19 How.) 393 or as the Supreme Court has stated clearly, "...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 vs. NEALE, 2 N.C. 338 2 S.E. 70.] Notice to agents is notice to principles; Notice to principles is Notice to Agents

Whereas pursuant to; Supreme Court Annotated Statute; ["Hagans v. Lavine, 415 U. S. 533" The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings.]

This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal reserving all rights without prejudice;

By: John Moro

Sui Juris known as; John of the genealogy of Moro Bailor for JOHN MORO Bailor

STATE OF ILLINOIS )  
 ) SS:  
 COUNTY OF COOK )

### CERTIFICATE OF ACKNOWLEDGMENT

On this date the individual named above, in his/her stated capacity, personally appeared before me to execute this acknowledgement that this instrument was signed, sealed, and delivered as their free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under their hand and seal verified and authenticated for the uses and purposes therein mentioned.

28 May 2013  
 DATE

Margarita Amaro  
 Signature of NOTARY PUBLIC



AFFIX  
 NOTARY SEAL  
 IF REQUIRED

Date Commission Expires 12/21/2013

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Whereas pursuant to; Persons presumed to have authority to procure necessities; (a) The following persons are presumed to have authority to procure necessities for a vessel: (1) the owner; (2) the master; (3) a person entrusted with the management of the vessel at the port of supply; or (4) an officer or agent appointed by— (A) the owner; (B) a charterer; (C) an owner pro hac vice; or (D) an agreed buyer in possession of the vessel. (b) A person tortiously or unlawfully in possession or charge of a vessel has no authority to procure necessities for the vessel.

## Definitions —

(1) “acknowledge” means making— (A) an acknowledgment or notarization before a notary public or other official authorized by a law of the United States or a State to take acknowledgments of deeds; or (B) a certificate issued under the Hague Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, 1961; (2) “district court” means— (A) a district court of the United States (as defined in section 451 of title 28); (B) the District Court of Guam; (C) the District Court of the Virgin Islands; (D) the District Court for the Northern Mariana Islands; (E) the High Court of American Samoa; and (F) any other court of original jurisdiction of a territory or possession of the United States; (3) “mortgagee” means— (A) a person to whom property is mortgaged; or (B) when a mortgage on a vessel involves a trust, the trustee that is designated in the trust agreement; (4) “necessaries” includes repairs, supplies, towage, and the use of a dry dock or marine railway; (5) “preferred maritime lien” means a maritime lien on a vessel— (A) arising before a preferred mortgage was filed under section 31321 of this title; (B) for damage arising out of maritime tort; (C) for wages of a stevedore when employed directly by a person listed in section 31341 of this title; (D) for wages of the crew of the vessel; (E) for general average; or (F) for salvage, including contract salvage; and (6) “preferred mortgage”— (A) means a mortgage that is a preferred mortgage under section 31322 of this title; and (B) also means in sections 31325 and 31326 of this title, a mortgage, hypothecation, or similar charge that is established as a security on a foreign vessel if the mortgage, hypothecation, or similar charge was executed under the laws of the foreign country under whose laws the ownership of the vessel is documented and has been registered under those laws in a public register at the port of registry of the vessel or at a central office.

Whereas pursuant to; Waiver of lien rights This chapter does not prevent a mortgagee or other lien holder from waiving or subordinating at any time by agreement or otherwise the lien holder’s right to a lien, the priority or, if a preferred mortgage lien, the preferred status of the lien.

Whereas pursuant to; (a) In General.— A person that violates this chapter or a regulation prescribed under this chapter is liable to the United States Government for a civil penalty of not more than \$10,000. Each day of a continuing violation is a separate violation. (b) Seizure and Forfeiture of Vessels.— A vessel and its equipment are liable to seizure by and forfeiture to the Government if— (1) the owner of the vessel or the representative or agent of the owner knowingly falsifies or conceals a material fact, or knowingly makes a false statement or representation, about the documentation of the vessel or in applying for documentation of the vessel; (2) a certificate of documentation is knowingly and fraudulently used for the vessel; (3) the vessel is operated after its endorsement has been denied or revoked under section 12152 of this title. (b) (1) A person that knowingly violates section 31329 of this title shall be fined under title 18, imprisoned for not more than 3 years, or both. (2) A person violating section 31329 of this title is liable to the Government for a civil penalty of not more than \$25,000. (3) A vessel involved in a violation under section 31329 of this title and its equipment may be seized by, and forfeited to, the Government. (c) If a person not an individual violates this section, the president or chief executive of the person also is subject to any penalty provided under this section.

Whereas pursuant to; Preferred mortgage liens and enforcement (a) A preferred mortgage is a lien on the mortgaged vessel in the amount of the outstanding mortgage indebtedness secured by the vessel. (b) On default of any term of the preferred mortgage, the mortgagee may— (1) enforce the preferred mortgage lien in a civil action in rem for a documented vessel, a vessel to be documented under chapter 121 of this title, a vessel titled in a State, or a foreign vessel; (2) enforce a claim for the outstanding indebtedness secured by the mortgaged vessel in— (A) a civil action in personam in admiralty against the mortgagor, maker, comaker, or guarantor for the amount of the outstanding indebtedness or any deficiency in full payment of that indebtedness; and (B) a civil action against the mortgagor, maker, comaker, or guarantor for the amount of the outstanding indebtedness or any deficiency in full payment of that indebtedness; and



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(3) enforce the preferred mortgage lien or a claim for the outstanding indebtedness secured by the mortgaged vessel, or both, by exercising any other remedy (including an extrajudicial remedy) against a documented vessel, a vessel for which an application for documentation is filed under chapter 121 of this title, a vessel titled in a State, a foreign vessel, or a mortgagor, maker, comaker, or guarantor for the amount of the outstanding indebtedness or any deficiency in full payment of that indebtedness, if— (A) the remedy is allowed under applicable law; and (B) the exercise of the remedy will not result in a violation of section 56101 or 56102 of this title. (c) The district courts have original jurisdiction of a civil action brought under subsection (b)(1) or (2) of this section. However, for a documented vessel, a vessel to be documented under chapter 121 of this title, a vessel titled in a State, or a foreign vessel, this jurisdiction is exclusive of the courts of the States for a civil action brought under subsection (b)(1) of this section. (d) (1) Actual notice of a civil action brought under subsection (b)(1) of this section, or to enforce a maritime lien, must be given in the manner directed by the court to— (A) the master or individual in charge of the vessel; (B) any person that recorded under section 31343 (a) or (d) of this title an unexpired notice of a claim of an undischarged lien on the vessel; and (C) a mortgagee of a mortgage filed or recorded under section 31321 of this title that is an undischarged mortgage on the vessel. (2) Notice under paragraph (1) of this subsection is not required if, after search satisfactory to the court, the person entitled to the notice has not been found in the United States. (3) Failure to give notice required by this subsection does not affect the jurisdiction of the court in which the civil action is brought. However, unless notice is not required under paragraph (2) of this subsection, the party required to give notice is liable to the person not notified for damages in the amount of that person's interest in the vessel terminated by the action brought under subsection (b)(1) of this section. A civil action may be brought to recover the amount of the terminated interest. The district courts have original jurisdiction of the action, regardless of the amount in controversy or the citizenship of the parties. If the plaintiff prevails, the court may award costs and attorney fees to the plaintiff. (e) In a civil action brought under subsection (b)(1) of this section— (1) the court may appoint a receiver and authorize the receiver to operate the mortgaged vessel and shall retain in rem jurisdiction over the vessel even if the receiver operates the vessel outside the district in which the court is located; and (2) when directed by the court, a United States marshal may take possession of a mortgaged vessel even if the vessel is in the possession or under the control of a person claiming a possessory common law lien. (f) (1) Before title to the documented vessel or vessel for which an application for documentation is filed under chapter 121 is transferred by an extrajudicial remedy, the person exercising the remedy shall give notice of the proposed transfer to the Secretary, to the mortgagee of any mortgage on the vessel filed in substantial compliance with section 31321 of this title before notice of the proposed transfer is given to the Secretary, and to any person that recorded an unexpired notice of a claim of an undischarged lien on the vessel under section 31343 (a) or (d) of this title before notice of the proposed transfer is given to the Secretary. (2) Failure to give notice as required by this subsection shall not affect the transfer of title to a vessel. However, the rights of any holder of a maritime lien or a preferred mortgage on the vessel shall not be affected by a transfer of title by an extrajudicial remedy exercised under this section, regardless of whether notice is required by this subsection or given. (3) The Secretary shall prescribe regulations establishing the time and manner for providing notice under this subsection.

Whereas pursuant to; Court sales to enforce preferred mortgage liens and maritime liens and priority of claims(a) When a vessel is sold by order of a district court in a civil action in rem brought to enforce a preferred mortgage lien or a maritime lien, any claim in the vessel existing on the date of sale is terminated, including a possessory common law lien of which a person is deprived under section 31325 (e)(2) of this title, and the vessel is sold free of all those claims. (b) Each of the claims terminated under subsection (a) of this section attaches, in the same amount and in accordance with their priorities to the proceeds of the sale, except that— (1) the preferred mortgage lien, including a preferred mortgage lien on a foreign vessel whose mortgage has been guaranteed under chapter 537 of this title, has priority over all claims against the vessel (except for expenses and fees allowed by the court, costs imposed by the court, and preferred maritime liens); and (2) for a foreign vessel whose mortgage has not been guaranteed under chapter 537 of this title, the preferred mortgage lien is subordinate to a maritime lien for necessities provided in the United States.

Whereas pursuant to UCC 9-333. Priority of Certain Liens arising by Operation of Law; (a) ["Possessory lien."] In this section, "possessory lien" means an interest, other than a security interest or an agricultural lien: (1) which secures payment or performance of an obligation for services or materials furnished with respect to goods by a person in the ordinary course of the person's business; (2) which is created by statute

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or rule of law in favor of the person; and (3) whose effectiveness depends on the person's possession of the goods. (b) [Priority of possessory lien.] A possessory lien on goods has priority over a security interest in the goods unless the lien is created by a statute that expressly provides otherwise.

**Vessel defined:** A ship, brig, sloop, or other craft used, or capable of being used, in navigation on water. In order to be a "vessel," for purposes of an action under Jones Act, the structure's purpose must to some reasonable degree be the transportation of passengers, cargo or equipment from place to place across navigable waters. *Buna v. Pacific Far East Line, Inc.*, D.C.Cal., 441 F.Supp. 1360, 1364. Though, the term "vessel," in admiralty law, is not limited to ships or vessels engaged in commerce. *St. Hilaire Moyer v. Henderson*, C.A.Ark., 496 F.2d 973, 979. Many special purpose craft, such as dredges, floating derricks and barges equipped for special purposes or operations are "vessels" within meaning of Jones Act, and persons regularly employed aboard such a vessel in aid of its purposes are "seamen." *Hill v. Diamond*, C.A.Va., 311 F.2d 789, 791, 792. On the other hand, however, everything that floats is not necessarily a "vessel," in purview of Jones Act. *Bennett v. Perini Corp.*, C.A.Mass., 510 F.2d 114, 116. For example, a floating dry dock which was moored by chains and cables to shipyard dock at time of injury to shipyard employee and which was in use as a dry dock was not a "vessel" and therefore no warranty of seaworthiness arose. *Keller v. Dravo Corp.*, C.A.La., 441 F.2d 1239, 1244. *Black's Law Dictionary Sixth Edition* (page 1562, 1563).

**Foreign vessel defined:** A vessel owned by residents in, or sailing under the flag of, a foreign nation. *Black's Law Dictionary Sixth Edition* (page 1563).

**Public vessel defined:** One owned and used by a nation or government for its public service, whether in its navy, its revenue service, or otherwise. *Black's Law Dictionary Sixth Edition* (page 1563).

**Fifth Amendment defined:** Amendment to U.S. Constitution providing that no person shall be required to answer for a capital or otherwise infamous offense unless on indictment or presentment of a grand jury except in military cases; that no person will suffer double jeopardy; that no person will be compelled to be a witness against himself; that no person shall be deprived of life, liberty or property without due process of law and that private property will not be taken for public use without just compensation. *Black's Law Dictionary Sixth Edition* (page 627)

**Possession is Nine-Tenths of the Law defined:** This adage is not to be taken as true to the full extent, so as to mean that the person in possession can only be ousted by one whose title is nine times better than his, but it places in a strong light the legal truth that every claimant must succeed by the strength of his own title, and not by the weakness of his antagonist's. *Black's Law Dictionary Sixth Edition* (page 1164)

**Possession Vaut Titre defined:** In English law, as in most systems of jurisprudence, the fact of possession raises a prima facie title or a presumption of the right of property in the thing possessed. In other words, the possession is as good as the title (about).

**Possessory Action defined:** An action which has for its immediate object to obtain or recover the actual possession of the subject-matter; as distinguished from an action which merely seeks to vindicate the plaintiff's title, or which involves the bare right only; the latter being called a "petitory" action; e.g. summary process action to dispossess tenant for non-payment of rent. A "possessory action" is one brought by a possessor of immovable property to be maintained in his possession when his possession has been disturbed or to be restored to possession from which he has been evicted. *Mott v. Smith*, La.App., 273 So.2d 675, 677.

An action founded on possession. Trespass for injuries to personal property is called a "possessory" action because it lies only for a plaintiff who, at the moment of the injury complained of, was in actual or constructive, immediate, and exclusive possession.

**Admiralty Practice.** One which is brought to recover the possession of a vessel, had under a claim of title.

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Old English Law. A real action which had for its object the regaining possession of the freehold, of which the demandant or his ancestors had been unjustly deprived by the present tenant or possessor thereof. Black's Law Dictionary Sixth Edition (page 1165)

CONVEYANCE OF VESSELS defined: The act of congress, approved the 29th July, 1850, entitled an act to provide for recording the conveyances of vessels and for other purposes, enacts that no bill of sale, mortgage, hypothecation or conveyance of any vessel, or part of any vessel of the United States, shall be valid against any person, other than the grantor or mortgagor, his heirs and devisees, and persons having actual notice thereof, unless such, bill of sale, mortgage, hypothecation or conveyance be recorded in the office of the collector of the customs, where such vessel is registered or enrolled. Provided, that the lien by bottomry on any vessel, created during her voyage, by a loan of money or materials necessary to repair or enable such vessel to prosecute a voyage, shall not lose its priority or be in any way affected by the provisions of the act. Sec. 2 enacts, that the collectors of the customs shall record all such bills of sale, mortgages, hypothecations or conveyances, and also all certificates for discharging and cancelling any such conveyances, in a book or books to be kept for that purpose, in the order of their reception; noting in said book or books, and also on the bill of sale, mortgage, hypothecation or conveyance, the time when the same was received, and shall certify on the bill of sale, mortgage, hypothecation or conveyance, or certificate of discharge or cancellation, the number of the book and page where recorded and shall receive, for so recording such instrument of conveyance or certificate of discharge, fifty cents. Sec. 3 enacts, that the collectors of the customs shall keep an index of such records, inserting alphabetically the names of the vendor or mortgagor, and of the vendee or mortgagee, and shall permit said index and books of records to be inspected during office hours, under such reasonable regulations as they may establish and shall, when required, furnish to any person a certificate setting forth the names of the owners of any vessel registered or enrolled, the parts or proportions owned by each, if inserted in the register or enrollment, and also the material facts of any existing bill of sale, mortgage, hypothecation, or other incumbrance upon such vessel, recorded since the issuing of the last register or enrollment; viz. the date, amount of such incumbrance, and from and to whom or in whose favor made. The collector shall receive for each such certificate one dollar. Sec. 4. By this section it is enacted, that the collectors of the customs shall furnish certified copies of such records, on the receipt of fifty cents for each bill of sale, mortgage, or other conveyance. Sect. 5. This section provides that the owner or agent of the owner of any vessel of the United States, applying to a collector of the customs for a register or enrollment of a vessel, shall, in addition to the oath now prescribed by law, set forth, in the oath of ownership, the part or proportion of such vessel belonging to each owner, and the same shall be inserted in the register of enrollment; and that all bills of sale of vessels registered or enrolled shall set forth the part of the vessel owned by each person selling, and the part conveyed to each person purchasing.

BOTTOMRY defined: maritime law. A contract, in nature of a mortgage of a ship, on which the owner borrows money to enable him to fit out the ship, or to purchase a cargo, for a voyage proposed: and he pledges the keel or bottom of the ship, pars pro toto, as a security for the repayment; and it is stipulated that if the ship should be lost in the course of the voyage, by any of the perils enumerated in the contract, the lender also shall lose his money but if the ship should arrive in safety, then he shall receive back his principal, and also the interest agreed upon, which is generally called marine interest, however this may exceed the legal rate of interest. Not only the ship and tackle, if they arrive safe, but also the person of the borrower, is liable for the money lent and the marine interest. See 2 Bl. Com. 458; Marsh. Ins. B. 21 c. 1; Ord. Louis XIV. B. 3, tit. 5; Laws of Wisbuy, art. 45 Code de Com. B. 2, tit. 9. 2. The contract of bottomry should specify the principal lent, and the rate of marine interest agreed upon; the subject on which the loan is effected the names of the vessel and of the master those of the lender and borrower whether the loan be for an entire voyage; for what voyage and for what space of time; and the period of re-payment. Code de Com. art. 311 Marsh. Ins. B. 2. 3. Bottomry differs materially from a simple loan. In a loan, the money is at the risk of the borrower, and must be paid at all events. But in bottomry, the money is at the risk of the lender during the voyage. Upon a loan, only legal interest can be received; but upon bottomry, any interest may be legally reserved which the parties agree upon. See, generally, Metc. & Perk. Dig. h. t.; Marsh. Inst. B. 2; Bac. Abr. Merchant, K; Com. Dig. Merchant. E 4; 3 Mass. 443; 8 Mass. 340; 4 Binn. 244; 4 Cranch, 328; 3 John. R. 352 2 Johns. Cas. 250; 1 Binn. 405; 8 Cranch, 41 8; 1 Wheat. 96; 2 Dall. 194. See also this Dict. tit. Respondentia; Vin. Abr. Bottomry Bonds 1 Bouv. Inst. n. 1246-57.



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**IN REM** defined: remedies. This technical term is used to designate proceedings or actions instituted against the thing, in contradistinction to personal actions which are said to be in personam. Proceedings in rem include not only judgments of property as forfeited, or as prize in the admiralty, or the English exchequer, but also the decisions of other courts upon the personal status, or relations of the party, such as marriage, divorce, bastardy, settlement, or the like. 1 Greenl. Ev. Sec. 525, 541. 2. Courts of admiralty enforce the performance of a contract by seizing into their custody the very subject of hypothecation; for in these cases the parties are not personally bound, and the proceedings are confined to the thing in specie. Bro. Civ. and Adm. Law, 98; and see 2 Gall. R. 200; 3 T. R. 269, 270. 3. There are cases, however, where the remedy is either in personam or in rem. Seamen, for example, may proceed against the ship or cargo for their wages, and this is the most expeditious mode; or they may proceed against the master or owners. 4 Burr. 1944; 2 Bro. C. & A. Law, 396. Vide, generally, 1 Phil. Ev. 254; 1 Stark. Ev. 228; Dane's Ab. h.t.; Serg. Const. Law, 202, 203, 212.

**RES** defined: property. Things. The terms "Res," "Bona," "Biens," used by jurists who have written in the Latin and French languages, are intended to include movable or personal, as well as immovable or real property. 1 Burge, Confl. of Laws, 19. See Biens; Bona; Things.

**ACT OF MAN** defined: Every man of sound mind and discretion is bound by his own acts, and the law does not permit him to do any thing against it; and all acts are construed most strongly against him who does them. Plowd. 140. 2. A man is not only bound by his own acts, but by those of others who act or are presumed to act by his authority, and is responsible civilly in all such cases; and, in some cases, even when there is but a presumption of authority, he may be made responsible criminally; for example, a bookseller may be indicted for publishing a libel which has been sold in his store, by his regular salesmen, although he may possibly have had no knowledge of it.

**ACTIO BONAE FIDEI** defined: civil law. An action of good faith.

**MARITIME CAUSE** defined: Maritime causes are those arising from maritime contracts, whether made at sea or on land, that is, such as relate to the commerce, business or navigation of the sea; as, charter parties, affreightments, marine loans, hypothecations, contracts for maritime service in building, repairing, supplying and navigating ships, contracts and quasi contracts respecting averages, contributions and jettisons; contracts relating to marine insurance, and those between owners of ships. 3 Bouv. Inst. n. 2621. 2. There are maritime causes also for torts and injuries committed at sea. 3. In general, the courts of admiralty have a concurrent jurisdiction with courts of law, of all maritime causes: and in some cases they have exclusive jurisdiction.

**MARITIME CONTRACT** defined: One which relates to the navigation of the sea. 2. The admiralty has jurisdiction in case of the breach of such contract, whether it has been entered into on land or at sea. 4 Wash. C. C. R. 453; see 2 Gallis. 465; 2 Sumn. 1; Gilp. 529.

## Supreme Court Annotated Statutes

Whereas pursuant to; Supreme Court Annotated Statute; "The state citizen is immune from any and all government attacks and procedure. see, Dred Scott vs. Sanford. 60 U.S. (19 How.) 393 or as the Supreme Court has stated clearly, "...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 vs. NEALE, 2 N.C. 338 2 S.E. 70

Whereas pursuant to; Supreme Court Annotated Statute; When a Citizen challenges the acts of a federal or state official as being illegal, that official cannot just simply avoid liability based upon the fact that he is a public official. In United States v. Lee, 106 U.S. 196, 220, 221, 1 S.Ct. 240, 261, the United States claimed title to Arlington, Lee's estate, via a tax sale some years earlier, held to be void by the Court. In so voiding the title of the United States, the Court declared:

"No man in this country is so high that he is above the law. No officer of the law may set that law at defiance with impunity. All the officers of the government, from the highest to the lowest, are creatures of the law and are bound to obey it. It is the only supreme power in our system of government, and every man

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who by accepting office participates in its functions is only the more strongly bound to submit to that supremacy, and to observe the limitations which it imposes upon the exercise of the authority which it gives.

"Shall it be said... that the courts cannot give remedy when the citizen has been deprived of his property by force, his estate seized and converted to the use of the government without any lawful authority, without any process of law, and without any compensation, because the president has ordered it and his officers are in possession? If such be the law of this country, it sanctions a tyranny which has no existence in the monarchies of Europe, nor in any other government which has a just claim to well-regulated liberty and the protection of personal rights."

Whereas pursuant to; Supreme Court Annotated Statute; See *Pierce v. United States* ("The Floyd Acceptance"), 7 Wall. (74 U.S.) 666, 677 ("We have no officers in this government from the President down to the most subordinate agent, who does not hold office under the law, with prescribed duties and limited authority"); *Cunningham v. Macon*, 109 U.S. 446, 452, 456, 3 S.Ct. 292, 297 ("In these cases he is not sued as, or because he is, the officer of the government, but as an individual, and the court is not ousted of jurisdiction because he asserts authority as such officer. To make out his defense he must show that his authority was sufficient in law to protect him... It is no answer for the defendant to say I am an officer of the government and acted under its authority unless he shows the sufficiency of that authority"); and *Poindexter v. Greenhow*, 114 U.S. 270, 287, 5 S.Ct. 903, 912

Whereas pursuant to; Supreme Court Annotated Statute; WHEREAS, officials and even judges have no immunity (See, *Owen vs. City of Independence*, 100 S.Ct. 1398; *Maine vs. Thiboutot*, 100 S. Ct. 2502; and *Hafer vs. Melo*, 502 U.S. 21; officials and judges are deemed to know the law and sworn to uphold the law; officials and judges cannot claim to act in good faith in willful deprivation of law, they certainly cannot plead ignorance of the law, even the Citizen cannot plead ignorance of the law, the courts have ruled there is no such thing as ignorance of the law, it is ludicrous for learned officials and judges to plead ignorance of the law therefore there is no immunity, judicial or otherwise, in matters of rights secured by the Constitution for the United States of America. See: Title 42 U.S.C. Sec. 1983.

Whereas pursuant to; Supreme Court Annotated Statute; "When lawsuits are brought against federal officials, they must be brought against them in their "individual" capacity not their official capacity. When federal officials perpetrate constitutional torts, they do so ultra vires (beyond the powers) and lose the shield of immunity." *Williamson v. U.S. Department of Agriculture*, 815 F.2d. 369, *ACLU Foundation v. Barr*, 952 F.2d. 457, 293 U.S. App. DC 101, (CA DC 1991).

Whereas pursuant to; Supreme Court Annotated Statute; "Personal involvement in deprivation of constitutional rights is prerequisite to award of damages, but defendant may be personally involved in constitutional deprivation by direct participation, failure to remedy wrongs after learning about it, creation of a policy or custom under which unconstitutional practices occur or gross negligence in managing subordinates who cause violation." (*Gallegos v. Haggerty*, N.D. of New York, 689 F. Supr. 93 (1988).

Whereas pursuant to Supreme Court Annotated Statute; [*Penhallow v. Doane's Administrators* (5 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"

From a layperson's or intuitive perspective, it must seem improbable that corporations can speak, assert privacy rights, or invoke the double jeopardy clause. Even in a legal world filled with fictions, the corporate claim to personal Bill of Rights guarantees must appear fantastic to the non-lawyer. 41 *Hastings Law Journal* (March, 1990) 577, 655, "Personalizing the Impersonal: Corporations and the Bill of Rights" (Carl J. Mayer).



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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

TRUST

Claimant's name: \_\_\_\_\_ (Trustee or agent)

Claimant's address:

Dear \_\_\_\_\_ d/b/a/ \_\_\_\_\_

Sui Juris, In my Private Capacity as General Administrator Bailor: Nemo est snpra leges defined: No one is above the law. Loff, 14'. Nemo alieno nomine lege age re potest defined: No one can sue in the name of another. Dig. 50, 17, 12a I bring to your attention that the following FOUNDATION EVIDENCE for your claim is missing: PROOF OF CLAIM, PROOF OF AUTHORITY. These paper items are "Refused For Cause Without Dishonor" and timely returned to you, for the following reasons, including but not exclusive to wit: I have no firsthand knowledge of a contract with you or your Corporation, knowingly signed by myself. No one can be held liable for any contract that does not bear his signature. Whereas pursuant to; "Party cannot be bound by contract that he has not made or authorized. Free consent is an indispensable element in making valid contracts." A contract is a Law between the Parties. No affidavit of injury accompanies your UCC commercial paper items; and I deny that such an injured party exists. Further, I have not waived and will not waive subject matter or persona jurisdiction. I do not Consent! I do not Understand your intent! The flesh lives and the blood flows. All Rights Reserved Without Prejudice

I have not given my consent to be governed or policed. Consent makes the Law. This appears to be a tort conversion.

State Corporate Legislation, Acts, etc., FORCE used and common practice are all claims made upon the Cestui Que Trust, Bailee, however they are neither PROOF of CLAIM nor PROOF of AUTHORITY. The only proof they provide is proof of FORCE. Freeborn spiritual being, the flesh lives and the blood flows state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal first hand knowledge and belief. Being of sound mind, competent, over the age of 18. This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal with explicit reservation of all my unalienable rights and my specific God-Given-Right not to be bound by any contract or obligation which I have not entered into knowingly, willingly, voluntarily, and without misrepresentation, duress, or coercion, whereby I did not sign or consent.

Whereas pursuant to; Supreme Court Annotated Statute; ["Hagans v. Lavine, 415 U. S. 533" The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings.]

This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal reserving all rights without prejudice;

By: John Moro

Sui Juris, General Administrator known as; John of the genealogy of Moro Bailor or JOHN MORO Bailee

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

### CERTIFICATE OF ACKNOWLEDGMENT

On this date the individual named above, in his/her stated capacity, personally appeared before me to execute this acknowledgement that this instrument was signed, sealed, and delivered as their free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under their hand and seal verified and authenticated for the uses and purposes therein mentioned.

28 May 2013  
DATE

Margarita Amard  
Signature of NOTARY PUBLIC



AFFIX  
NOTARY SEAL  
IF REQUIRED

Date Commission Expires 12/21/2013

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Whereas pursuant to; Hale v. Henkel, 201 U.S. 43(1906)

Hale v. Henkel was decided by the united States Supreme Court in 1906. The opinion of the court states, in part:

Page 201 U. S. 44 "There is a clear distinction between an individual and a corporation, and the latter, being a creature of the State, has not the constitutional right to refuse to submit its books and papers for an examination at the suit of the State;"

Page 201 U. S. 74 "The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the State or to his neighbors to divulge his business, or to open his doors to an investigation, so far as it may tend to criminate him. He owes no such duty to the State, since he receives nothing therefrom beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights."

WRIT defined: practice. A mandatory precept issued by the authority, and in the name of the sovereign or the state, for the purpose of compelling the defendant to do something therein mentioned. 2. It is issued by a court or other competent jurisdiction, and is returnable to the same. It is to be under seal and tested by the proper officer, and is directed to the sheriff, or other officer lawfully authorized to execute the same. Writs are divided into, 1. Original. 2. Of mesne process. 3. Of execution. Vide 3 Bl. Com. 273; 1 Tidd, Pr. 93; Gould on Pl. c. 2, s. 1. There are several kinds of writs.

PRIVY defined: One who is a partaker, or has an interest in any action, matter or thing.

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STATE OF ILLINOIS )  
 ) SS:  
 COUNTY OF COOK )

## TRUST

### Public Notice/Public Record

TRUST defined: contracts, devises. An equitable right, title or interest in property, real or personal, distinct from its legal ownership; or it is a personal obligation for paying, delivering or performing anything, where the person trusting has no real right or security, for by, that act he confides altogether to the faithfulness of those entrusted. This is its most general meaning, and includes deposits, bailments, and the like. In its more technical sense, it may be defined to be an obligation upon a person, arising out of a confidence reposed in him, to apply property faithfully, and according to such confidence. Willis on Trustees, 1; 4 Kent, Com. 295; 2 Fonb. Eq. 1; 1 Saund. Uses and Tr. 6; Coop. Eq. Pl. Introd. 27; 3 Bl. Com. 431. 2. Trusts were probably derived from the civil law. The fidei commissum, (q.v.) is not dissimilar to a trust. 3. Trusts are either express or implied. 1st. Express trusts are those which are created in express terms in the deed, writing or will. The terms to create an express trust will be sufficient, if it can be fairly collected upon the face of the instrument that a trust was intended. Express trusts are usually found in preliminary sealed agreements, such as marriage articles, or articles for the purchase of land; in formal conveyances, such as marriage settlements, terms for years, mortgages, assignments for the payment of debts, raising portions or other purposes; and in wills and testaments, when the bequests involve fiduciary interests for private benefit or public charity, they may be created even by parol. 6 Watts & Serg. 97. 4.-2d. Implied trusts are those which without being expressed, are deducible from the nature of the transaction, as matters of intent; or which are superinduced upon the transaction by operation of law, as matters of equity, independently of the particular intention of the parties. 5. The most common form of an implied trust is where property or money is delivered by one person to another, to be by the latter delivered to a third person. These implied trusts greatly extend over the business and pursuits of men: a few examples will be given. 6. When land is purchased by one man in the name of another, and the former pays the consideration money, the land will in general be held by the grantee in Trust for the person who so paid the consideration money. Com. Dig. Chancery, W 3; 2 Fonb. Eq. book 2, c. 5, Sec. 1, note a. Story, Eq. Jur. Sec. 1201. 7. When real property is purchased out of partnership funds, and the title is taken in the name of one of the partners, he will hold it in trust for all the partners. 7 Ves. jr. 455. Montague on Partn. 97, n.; Colly. Partn. 68. 8. When a contract is made for the sale of land, in equity the vendor is immediately deemed a trustee for the vendee of the estate; and the vendee, a trustee for the vendor of the purchase money; and by this means there is an equitable conversion of the property. 1 Fonb. Eq. book 1, ch. 6, Sec. 9, note t; Story, Eq. Jur. §§ 789, 790, 1212. See Conversion. For the origin of trusts in the civil law, see 5 Toull. Dr. Civ. Fr. liv. 3, t. 2, c. 1, n. 18; Brown's Civ. Law, 190. Vide Resulting Trusts. See, generally, Bouv. Inst. Index, h.t.

TRUSTEE defined: estates. A trustee is one to whom an estate has been conveyed in trust. 2. The trust estate is not subject to the specialty or judgment debts of the trustee, to the dower of his wife, or the curtesy of the husband of a female trustee. 3. With respect to the duties of trustees, it is held, in conformity to the old law of uses, that pernanacy of the profits, execution of estates, and defense of the land, are the three great properties of a trust, so that the courts of chancery will compel trustees, 1. To permit the cestui que trust to receive the rents and profits of the land. 2. To execute such conveyances, in accordance with the provisions of the trust, as the cestui que trust shall direct. 3. To defend the title of the land in any court of law or equity. Cruise, Dig. tit. 12, c. 4, s. 4. 4. It has been judiciously remarked by Mr. Justice Story, 2 Eq. Jur. Sec. 1267, that in a great variety of cases, it is not easy to say what the duty of a trustee is; and that therefore, it often becomes indispensable for him, before he acts, to seek, the aid and direction of a court of equity. Fonb. Eq. book 2, c. 7, Sec. 2, and note c. Vide Vin. Ab. tit. Trusts, O, P, Q, R, S, T; Bouv. Inst. Index, h.t.

Fiduciary Capacity defined: One is said to act in a "fiduciary capacity" or to receive money or contract a debt in a "fiduciary capacity," when the business which he transacts, or the money or property which he handles, is not his own or for his own benefit, but for the benefit of another person, as to whom he stands in a relation implying and necessitating great confidence and trust on the one part and a high degree of good faith on the other part. The term is not restricted to technical or express trusts, but includes also such offices or relations as those of an attorney at law, a guardian, executor, or broker, a director of a corporation, and a public officer. Black's Law Dictionary Sixth Edition (page 625)

Fiduciary Bond defined: Type of surety bond required by court to be filed by trustees, administrators, executors, guardians, and conservators to insure proper performance of their duties. Black's Law Dictionary Sixth Edition (page 625)

Fiduciary Duty defined: A duty to act for someone else's benefit, while subordinating one's personal interests to that of the other person. It is the highest standard of duty implied by law (e.g., trustee, guardian).



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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.

These are prohibitions upon the activity of the States. A State cannot directly take any step in any degree to directly invade or violate any of these provisions. A State cannot lend its aid in any degree to any person or corporation to effectuate a violation of these absolute prohibitions indirectly or obliquely lest a mockery 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; Whereas pursuant to; Supreme Court Annotated Statute: Edwards v. Kearzey U.S. Supreme Court. 6 Otto 795. 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 Executive or the Judiciary to authorize any State to invade any of the prohibitions is void.

Sui Juris In my Private Capacity as Administrator of Cestui Que Trust, facts contained herein are true, correct, complete, and not misleading, to the best of my personal first hand knowledge and belief. Being of sound mind, competent, over the age of 18. This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal to record now for and in the public record Formally "Accept" and "Consummate" required Oaths/ Oaths of Office, Constitutions as by-laws and Malfeasance Bond, and place you in the "Private," (Black's Law 6<sup>th</sup> Ed.) all are without excuse. Public notice for successor and assigns, d/b/a/: the U.S., all Enclaves, Insular Possessions, Territories, together with all Cities Municipalities, Counties, Townships, etc, all sundry employees, agents, and all a/k/a: PUBLIC SERVANTS (trustees) commencing this Self-Executing binding Contract as you being my public servant "Fully Personally Liable Now" to protect me and all my Un-a-lien-able Rights private and public secured by the Constitutions. Whereas pursuant to "Right" includes remedies.

Whereas pursuant to; Supreme Court Annotated Statue" [The state citizen is immune from any and all government attacks and procedure. see, Dred Scott vs. Sanford. 60 U.S. (19 How.) 393 or as the Supreme Court has stated clearly, "...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 vs. NEALE, 2 N.C. 338 2 S.E. 70.] Notice to agents is notice to principles; Notice to principles is Notice to Agents

Whereas pursuant to; Supreme Court Annotated Statue; .["Hagans v. Lavine, 415 U. S. 533" The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings.]  
 This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal reserving all rights without prejudice;  
 By: \_\_\_\_\_

Sui Juris known as; John of the genealogy of Moro Bailor for JOHN MORO Bailee

STATE OF ILLINOIS )  
 ) SS:  
 COUNTY OF COOK )

### CERTIFICATE OF ACKNOWLEDGMENT

On this date the individual named above, in his/her stated capacity, personally appeared before me to execute this acknowledgement that this instrument was signed, sealed, and delivered as their free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under their hand and seal verified and authenticated for the uses and purposes therein mentioned.

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Signature of NOTARY PUBLIC

AFFIX  
 NOTARY SEAL  
 IF REQUIRED

\_\_\_\_\_  
 Date Commission Expires

# UNOFFICIAL COPY

## BREACH OF TRUST AFFIDAVIT OF OBLIGATION (FEE SCHEDULE)

Trustee(s), agent(s) Fee Schedule and Invoice (Billing) Statement; Including but not limited to this schedule:

- (1) Trespass on Cestui Que Trust matter(s) and trust property, including any trust property impaired as a result of any action taken without consent. \$10,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per trespass per person.
- (2) Trustee(s), agent(s) Correspondence not signed in affidavit form (under penalties of perjury, commercial liability). \$1,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per communication not in compliance.
- (3) Trustee(s), agent(s) Foreclosure, Repossession, Court Matters against Cestui Que Trust \$1,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars.
- (4) Trustee(s), agent(s) Taking of any Cestui Que Trust property thru force, duress, coercion, conversion (including but not limited to arrest/kidnapping) \$10,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per occurrence.
- (5) Self-Executing Lease Agreement (contract) created upon the taking thru force, duress, coercion, conversion of any Cestui Que Trust property \$10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars lease/per day out of possession of beneficiary.
- (6) Trustee(s), agent(s) Harassment after notice \$1,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per occurrence.
- (7) Trustee(s), agent(s) Violation(s); Breach of Trust, Breach of Contract, Breach of the Peace, Perjury) of oath(s)/oath(s) of office of Trustee(s) False Swearing and acting "Without Authority" \$10,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per person per violation.
- (8) Trustee(s), agents False Statements \$1,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per person, per false statement.
- (9) Trustee(s), agent(s) Impairment of Contracts \$10,000,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars user fee, per person, per impairment.
- (10) Trustee(s), agent(s) Violation of any un-a-lien-able rights including but not limited to all rights protected by Trusts, Trust Law, Law, Common-Law, International Law, Constitutions, Law of Nations, etc. \$10,000.00 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars user fee, per violation, per person.

NOTARY or NOTARY PUBLIC defined: An officer appointed by the executive, or other appointing power, under the laws of different states. 2. Their duties are generally prescribed by such laws. The most usual of which are, 1. To attest deeds, agreements and other instruments, in order to give them authenticity. 2. To protest notes, bills of exchange, and the like. 3. To certify copies of agreements and other instruments. 3. By act of congress, Sept. 16, 1850, Minor's Statutes at Large. U. S. 458, it is enacted, That, in all cases in which, under the laws of the United States, oaths, or affirmations, or acknowledgments may now be taken or made before any justice or justices of the peace of any state or territory, such oaths, affirmations, or acknowledgments may be hereafter also taken or made by or before any notary public duly appointed in any state or territory, and, when certified under, the hand and official seal of such notary, shall have the same force and effect as if taken or made by or before such justice or justices of the peace. And all laws and parts of laws for punishing perjury, or subornation of perjury, committed in any such oaths or affirmations, when taken or made before any such justice of the peace, shall apply to any such offence committed in any oaths or affirmations which may be taken under this act before a notary public, or commissioner, as hereinafter named: Provided always, That on any trial for either of these offences, the seal and signature of the notary shall not be deemed sufficient in themselves to establish the official character of such notary, but the same shall be shown by other and proper evidence. 4. Notaries, are of very ancient origin they were well known among the Romans, and exist in every state of Europe, and particularly on the continent. 5. Their acts have long been respected by the custom of merchants and by the courts of all nations. 6 Toull. n. 211, note. Vide, generally, Chit. Bills, Index, h. t.; Chit. Pr. Index., h. t.; Burn's Eccl. Law, h. t.; Bro. Off. of a Not. passim; 2 Har. & John. 396; 7 Verm. 22; 8 Wheat. 326; 6 S. & R. 484; 1 Mis. R. 434. By act of Aug. 15, 1876, c. 304, notaries are authorized to take depositions and do all other acts in relation to taking testimony to be used in the courts of the United States, and to take acknowledgments and affidavits with the same effect as commissioners of the United States circuit courts may do. R. S. §1778. They may protest national bank circulating notes; R. S. §5226; take acknowledgment of assignment of claims upon the United States; id. §3477; and administer oaths of allegiance to persons prosecuting such claims; id. §3479. By act of June 22, 1874, c. 390, notaries may take proof of debts against the estate of a bankrupt. The acts of notaries are respected by the custom of merchants and the law of nations. Their protest of a bill is received as evidence in the courts of all civilized countries.

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AUTO FINANCE

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13 MAY 28 AM 9 15

P.O. Box 440609, Kennesaw, GA 30140

CLERK OF THE COURT [www.carmaxautofinance.com](http://www.carmaxautofinance.com)  
(800) 925-3612 • (770) 423-4376

June 25, 2012

RE 282 479 060 US

JOHN MORO

1515 GLENVIEW RD  
GLENVIEW, IL 60025

RE: Retail Installment Contract Date 10/05/06  
2006 CHEVROLET SILVERADO, VIN- 1GCEK19B26Z186834  
Account No. 5130572

Dear JOHN MORO:

This letter is to confirm that the Contract for the Vehicle has been paid in full as of 04/30/12.  
Enclosed please find the Contract stamped PAID indicating that your contractual obligation has  
been satisfied.

We would like to take this opportunity to thank you for your business and look forward to servicing  
your future automobile financing needs.

If you have any questions or concerns, please feel free to contact our Customer Service  
Department at (800) 337-3612.

Sincerely,

CarMax Auto Finance  
Customer Service

Property of Cook County Clerk's Office





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RE 282 479 060 US

RE 282 479 135 US

**CARMAX**

AUTO FINANCE

P.O. Box 440809, Kennesaw, GA 30140

[www.carmaxautofinance.com](http://www.carmaxautofinance.com)

Tel: (800) 925-3612 • Fax: (770) 423-4376

06/22/2012

John Moro  
1515 Glenview Road  
Glenview, IL 60025

RE: Retail Installment Contract Dated 10/05/2006 (the "Contract")  
2006 Chevrolet Silverado, VIN: 1GCEK19B26Z196834 (the "Vehicle")  
Account No. XXX0572

Dear John Moro:

On November 29, 2011, the Circuit Court of Cook County granted our application for Quiet Title. A copy of the Court's order is enclosed for your reference. Also enclosed is a check for \$9,847.84 which is the overage that resulted after we applied the proceeds from the sale of the Vehicle to your account balance.

If you have any questions or concerns, please call us at 800-337-3612.

Sincerely,

CarMax Auto Finance  
Remarketing Department

Enclosures

Property of Cook County Clerk's Office

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INV DATE	INV NUMBER	AMOUNT	BATCH VOUCHER	INV DATE	INV NUMBER	AMOUNT	BATCH VOUCHER
06/20/12	5130572	9,756.08	00604140				

CHECK NUMBER: 0000809442    VENDOR NUMBER: 0008003778    CHECK TOTALS: \*\*\*\*\*\$9,756.08



CarMax Auto Finance (FNCK)  
225 Chastain Meadows Court  
Kennesaw, GA 30144  
(800) 925-5002

Wachovia Bank, N.A.  
Oakton, VA 22124

68-7270  
Z5ED

CHECK NUMBER  
0000809442

VENDOR NUMBER: 0008003778

PAY: Nine thousand seven hundred fifty six and 08/100 Dollars

DATE: 06/20/12

PAY EXACTLY  
\*\*\*\*\*\$9,756.08  
VOID IF OVER 90 DAYS

TO THE JOHN MORO  
ORDER 1515 GLENVIEW RD  
OF GLENVIEW, IL 60025

VOID IF OVER \$350,000.00

⑈0000809442⑈ ⑆256072701⑆ 2079920005312⑈

SEE REVERSE SIDE FOR ENDORSEMENT INSTRUCTIONS

CARMAX AUTO FINANCE  
225 CHASTAIN MEADOWS COURT  
KENNESAW, GA 30144  
Attn: CAF ACCOUNTING

Questions on invoice status,  
account balance, or payment  
information? Please call customer  
service at 1-800-925-3612

JOHN MORO  
1515 GLENVIEW RD  
GLENVIEW, IL 60025

CF FN 000450XYZB  
0000809442



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AUTO FINANCE

P.O. Box 440609, Kennesaw, GA 30160

www.carmaxautofinance.com

Tel. Free (800) 925-3612 • Fax (770) 423-4370

**EXPLANATION OF CALCULATION OF SURPLUS**

DATE: June 22, 2012

TO: JOHN MORO  
1515 GLENVIEW ROAD  
GLENVIEW, IL 60025

RE: Retail Installment Contract Dated 10/5/2006 (the "Contract")  
Account No. 5130572  
2006 CHEVROLET SILVERADO, VIN: 1GCEK19B26Z186834 (the "Vehicle")

As a result of your default under the Contract, we sold the Vehicle for \$13,700.00. The proceeds from the sale were more than owed on the Contract, resulting in a surplus, which has been, or will soon be returned to you.

The following is a detailed explanation of how we determined the surplus amount.

CALCULATION OF SURPLUS		
1	Aggregate Amount Owed Us As of 7/31/12 (Repossession Date) (including accrued and unpaid finance charge or interest, fees, and any other amounts added to your account, as allowed by law)	\$ 3,943.92
2	* Proceeds from the Sale of the Vehicle Applied as of 4/30/12	\$ 13,700.00
3	Aggregate Amount We Owe You After Deducting the Proceeds of the Sale (1 minus 2)	\$ (9,756.08)
4	Expenses:	
4a	Retaking and Holding	\$ -
4b	Preparation for Disposition	
4c	Processing	
4d	Disposing of the Vehicle	\$ -
4e	Attorney's Fees	\$ -
4f	Other:	\$ -
5	Total Expenses (sum of 4a through 4f)	\$ -
6	Credits/Rebates: (to the extent not reflected in 1)	
6a	Extended Service Plan	\$ -
6b	Other:	\$ -
6c	Other:	\$ -
7	Total Credits/Rebates (6a plus 6b plus 6c)	\$ -
9	Amount of Surplus (3 minus 5 plus 7). This is the Amount We Owe You	\$ (9,756.08)

\* If the Vehicle was purchased, repossessed, or surrendered in Connecticut this amount is the greater of the actual sale price of the Vehicle or the fair market value of the Vehicle determined by reference to the NADA Official Used Car Guide and taking into consideration the condition of the Vehicle.

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## IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

CarMax Business Services, LLC	)	
d/b/a CarMax Auto Finance,	)	
Plaintiff,	)	
	)	No. 11 CH 07080
v.	)	
	)	
John Moro,	)	
Defendant.	)	

### ORDER

**THIS CAUSE COMING** on for hearing on the Complaint to Quiet Title of the Plaintiff, CarMax Business Services, LLC d/b/a CarMax Auto Finance, the Defendant, John Moro, having been served with process in this action, the Court having jurisdiction over the parties and the subject matter and being otherwise fully advised, does hereby find that:

1. Due notice has been given the Defendant of this hearing;
2. The Defendant, John Moro, has not appeared and is in default;
3. Plaintiff, CarMax Business Services, LLC d/b/a CarMax Auto Finance, is a lien-holder of record for the 2006 Chevrolet Silverado, vehicle information number 1GCEK19B26Z186834.
4. CarMax Business Services, LLC d/b/a CarMax Auto Finance has complied with all the applicable rules, regulations and procedures to be followed by lien-holders applying for the issuance of new certificates of title to repossessed vehicles.
5. That Plaintiff has established a superior right to possession of the disputed property as it relates to the Defendant.

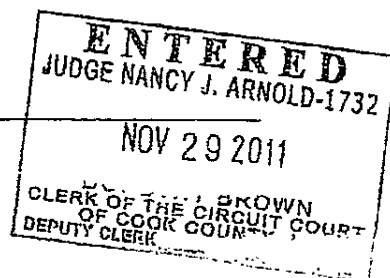
**IT IS HEREBY ORDERED** that Jesse White, Illinois Secretary of State is directed to issue a new certificate of title to CarMax Business Services, LLC d/b/a CarMax Auto Finance for the 2006 Chevrolet Silverado, vehicle information number 1GCEK19B26Z186834 with CarMax Business Services, LLC d/b/a CarMax Auto Finance listed as owner, free and clear of any liens, upon the presentation of an application for a new title, payment of all applicable fees and a certified copy of this court order. *This is a final order in this case, disposing of all issues.*

MEYER & NJUS, P.C  
Attorney for Plaintiff  
29 S. LaSalle St., Ste. 635  
Chicago, IL 60603  
Atty No.: 29840

Dated:

Enter:

Judge



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**TRUCK**

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input checked="" type="checkbox"/> <i>Maurice Anderson</i>      <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>11/30/12</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <b>OFFICE OF CLERK COOK COUNTY CIRCUIT COURT DUNS NUMBER: 104397398 ATTENTION: CLERK OF THE CIRCUIT COURT: DOROTHY BROWN</b>  <b>50 WEST WASHINGTON SUITE 1001 CHICAGO, ILLINOIS [60602] U.S.A.</b></p>	<p>3. Service Type  <input type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input checked="" type="checkbox"/> Registered        <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail       <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number:                      (Transfer from service label) <b>RE 282 479 135 US</b></p>	
<p>PS Form 3811, February 2004      Domestic Return Receipt      102595-02-M-1540</p>	

<b>Registered No.</b>	<b>Date Stamp</b>																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>To Be Completed By Post Office</b></td> <td>Reg. Fee <b>RE28247913</b></td> <td></td> </tr> <tr> <td>Handling Charge</td> <td>\$16.95</td> <td>Return Receipt \$2.35</td> </tr> <tr> <td>Postage</td> <td>\$0.00</td> <td>Restricted Delivery \$0.00</td> </tr> <tr> <td>Received by</td> <td colspan="2" style="text-align: center;"><i>[Signature]</i></td> </tr> <tr> <td><b>Customer Must Declare Full Value \$</b></td> <td colspan="2">                     Domestic Insurance up to \$25,000 is included based upon the declared value. International indemnity is limited. (See Reverse.)                 </td> </tr> <tr> <td></td> <td>\$0.00</td> <td></td> </tr> </table>	<b>To Be Completed By Post Office</b>	Reg. Fee <b>RE28247913</b>		Handling Charge	\$16.95	Return Receipt \$2.35	Postage	\$0.00	Restricted Delivery \$0.00	Received by	<i>[Signature]</i>		<b>Customer Must Declare Full Value \$</b>	Domestic Insurance up to \$25,000 is included based upon the declared value. International indemnity is limited. (See Reverse.)			\$0.00		
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	\$0.00																		

<b>To Be Completed By Customer (Please Print)</b> All Entries Must Be in Ballpoint or Typed	<p><b>FROM</b></p> <p><b>JOHN MORO</b>  <b>1515 GLENVIEW ROAD</b>  <b>GLENVIEW, ILLINOIS 60025</b></p> <p><b>TO</b></p> <p><b>OFFICE OF CLERK COOK COUNTY</b>  <b>CIRCUIT COURT, DOROTHY-BROWN</b>  <b>50 WEST WASHINGTON SUITE 1001</b>  <b>CHICAGO, ILLINOIS 60602</b></p>
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**PS Form 3806, Receipt for Registered Mail**      Copy 1 - Customer  
 May 2007 (7530-02-000-9051)      (See Information on Reverse)  
 For domestic delivery information, visit our website at [www.usps.com](http://www.usps.com)

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This Act may be cited as the Illinois Corporation Practice of Law Prohibition Act. (Source: P.A. 86-1324.)

Whereas pursuant to; Sec. 1. It shall be unlawful for a corporation to practice law or appear as an attorney at law for any reason in any court in this state or before any judicial body, or to make it a business to practice as an attorney at law for any person in any said courts or to hold itself out to the public as being entitled to practice law or to render or furnish legal services or advice or to furnish attorneys or counsel or to render legal services of any kind in actions or proceedings of any nature or in any other way or manner to assume to be entitled to practice law, or to assume, use and advertise the title of lawyers or attorney, attorney at law, or equivalent terms in any language in such manner as to convey the impression that it is entitled to practice law, or to furnish legal advice, furnish attorneys or counsel, or to advertise that either alone or together with, or by or through, any person, whether a duly and regularly admitted attorney at law or not, it has, owns, conducts or maintains a law office or an office for the practice of law or for furnishing legal advice, services or counsel. (Source: Laws 1917, p. 309.)

Whereas pursuant to; Sec. 2. It shall be unlawful for any corporation to solicit by itself or by or through its officer, agent or employee, any claim or demand for the purpose of bringing an action at law thereon, or for furnishing legal advice, services or counsel, to a person sued or about to be sued in any action or proceeding, or against whom an action or proceeding has been or is about to be brought or who may be affected by any action or proceeding which has been or may be instituted in any court or before any judicial body or for the purpose of so representing any person as attorney or counsel in securing or attempting to secure any civil remedy. (Source: Laws 1917, p. 309.)

Whereas pursuant to; Sec. 3. Any corporation violating the provisions of this Act shall be guilty of a petty offense, and shall be fined not to exceed \$500, and every officer, trustee, director, agent or employee of such corporation who directly or indirectly engages in any of the acts herein prohibited or assists such corporation to do any such prohibited act or acts is guilty of a petty offense. (Source: P.A. 77-2380.)

Whereas pursuant to; Sec. 4. The fact that any such officer, trustee, agent or employee shall be a duly and regularly admitted attorney at law shall not be held to permit or allow any such corporation to do the acts prohibited herein, nor shall such fact constitute a defense upon the trial of any of the persons mentioned herein for a violation of the provisions of this act. (Source: Laws 1917, p. 309.)

Whereas pursuant to; Sec. 5. Nothing contained in this act shall prohibit a corporation from employing an attorney or attorneys in and about its own immediate affairs or in any litigation to which it is or may be a party, or in any litigation in which any corporation may be interested by reason of the issuance of any policy or undertaking of insurance, guarantee or indemnity, nor shall it apply to associations organized for benevolent or charitable purposes or for assisting persons without means in the pursuit of any civil remedy or the presentation of a defense in courts of law, nor shall it apply to duly organized corporations lawfully engaged in the mercantile or collection business or to corporations organized not for pecuniary profit.

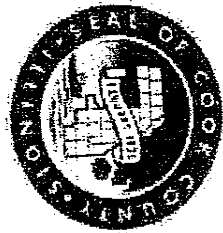
Nothing herein contained shall be construed to prevent a corporation from furnishing to any person, lawfully engaged in the practice of the law, such information or such clerical services in and about his professional work as, except for the provisions of this act, may be lawful, provided, that at all times the lawyer receiving such information or such services shall maintain full professional and direct responsibility to his clients for the information and services so received. But no corporation shall be permitted to render any services which cannot lawfully be rendered by a person not admitted to practice law in this state nor to solicit directly or indirectly professional employment for a lawyer.

Nothing contained in this Act shall be construed to prohibit a corporation from prosecuting as plaintiff or defending as defendant any small claims proceeding in any court of this State through any officer, director, manager, department manager or supervisor of the corporation as authorized by Section 2-416 of the Code of Civil Procedure. (Source: P.A. 83-909.)



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STATE OF ILLINOIS )  
 ) SS  
COOK COUNTY )



**CERTIFICATE OF AUTHORITY**

I, DAVID ORR, County Clerk of Cook County in the State of Illinois, certify that  
**AMARO, MARGARITA**

the person named in the seal and signature on the attached document, is a Notary Public for the State of Illinois and was authorized to act as such at the time of the document's notarization.

To verify this Certificate of Authority for a Notarial Act, I have affixed my signature and seal of office this 19 day of November, 2012

*David Orr*  
Cook County Clerk, State of Illinois

*[Signature]*  
Deputy