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FRAUDULENT DOCUMENT OR INSTRUMENT NOTICE

RECORDED, Please Mail To:

MAULEY DEAS KOCHMOSVILLE
1 EAST WICKER, STE 1280
CHIC IL 60601



Doc#: 1427219140 Fee: \$42.00
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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/29/2014 04:04 PM Pg: 1 of 3

Prepared By:
MENCITA JACKSON _____
7800 S ADA ST _____
CHICAGO, IL 60620 _____

CONSTRUCTIVE NOTICE OF DOCUMENTED FRAUD

KNOW ALL MEN BY THESE PRESENTS that

MENCITA JACKSON _____ (“Title Holder”) of

CHICAGO _____ (City), COOK _____ County, in

ILLINOIS _____ State hereby gives Constructive Notice pertaining to the acts of fraud performed and continued fraudulent acts being perpetrated related to the following described real estate (“Property”) situated in

CHICAGO _____ (City), COOK _____ County,

ILLINOIS _____ State, to wit:

(Legal description may be attached hereto and made part here of.)

LOT 1 IN BLOCK 35 IN FISH AND SIMONTON'S SUBDIVISION OF BLOCKS 34 AND 35 IN JONES SUBDIVISION IN THE WEST 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Real Estate Tax Identification Number(s): 20-29-320-015-0000 _____

Commonly Known As: 7800 S. ADA ST _____

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

Claiming to be “Lender”: BAC Home Loans Servicing, LP, FKA COUNTRYWIDE HOME LOANS _____

Claiming to be “Mortgagee”: M.E.R.S...INC. AS NOMINEE FOR AEGIS WHOLESALE CORPORATION _____

Claiming to be successor, trustee or “Assignee”: BANK OF AMERICA HOME LOANS _____

Claiming to be “Selling Officer”: JUDICIAL SALES CORPORATION _____

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Lender allegedly induced MERS INC ("Mortgagor") into a debt allegedly evidenced by a promissory note ("Note"). Allegedly in connection with the Note, Mortgagee recorded a security instrument ("Mortgage") in Cook County, Illinois dated 03 / 27 / 2006 and recorded 05 / 04 / 2006 as Document No. 0612455129. The Mortgage purports to grant a security interest in the Property to Mortgagee. Assignee claimed Mortgagee's security interest as successor or trustee, or *via* an assignment recorded in said county dated 05 / 18 / 2010 and recorded 07 / 08 / 2010 as Document No. 1018935090. Assignee filed a Complaint to Foreclose under the Mortgage, giving constructive notice thereof by recording a Lis Pendens in said county dated 06 / 09 / 2010 and recorded 05 / 23 / 2010 as Document No. 10 CH 24535.

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

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

The granting of the Note by Mortgagee to Lender is not evidence of a loan under which the Mortgage is able to take its intended effect. Lender, as a banking institution organized and functioning under jurisdiction of the United States of America, is forbidden from lending its own credit to borrowers. Banks cannot lend depositors' money to borrowers without the depositors' written authorization. In reality, banks do not lend their depositors' money (***12 United States Code, Section 1628***).

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

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

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

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

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

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

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

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


9-25-14

 Signature and/or Seal Date

Jesus Muniz

