

FORECLOSURE CANCELLATION PACKAGE

FOR PUBLIC USE

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Foreclosure Cancellation Documents

Note: These Template Documents were created from actual Foreclosure Cancellation Documents that were filed in Public Record. The templates were carefully prepared according to legal procedure. If you revise these documents, you may be unsuccessful in obtaining Mortgage/Foreclosure Cancellation

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LETTERS APPLICABLE TO CERTAIN CIRCUMSTANCES

Cease & Desist Foreclosure & Sale Efforts

This letter is used to give “cease and desist” notice to a bank or entity:

1. When you have a foreclosure action in process, and/or
2. When it is about to be placed for sale
3. If is already for sale and you have already filed your cancellation and given the bank notice of the cancellation.

By continuing to move forward in their attempts to foreclose, the banks are trespassing on the title. The banks no longer have any interest in or legal ties to the property, due to your cancellation. In most states this is a felony.

This letter is used when there is a non-judicial or judicial foreclosure, or a sheriff or non-sheriff sale.

[Note: See the Dandelion Book Ebook, available for download at <http://www.dandelion-books.com/Foreclosure-Cancellation-Package.html> - “MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC.” for specific information about mailing *Letters and documents using United States Postal Service Certified Mail or Registered Mail*]

DATE:

United States Postal Service Certified Mail
Number XXXX XXXX XXXX XXXX XXXXX

[Person filing/Homeowner]
c/o [NAME ALL CAPS]
[Street Address]
[City][State][Zip]

TO: [Bank or entity that is foreclosing on the property]
ATTN: [Name of officer or administrator]
[Street Address]
[City] [State][Zip]

CC: [Attorney's name or name of law firm and contact person]
[Street Address]
[City] [State][Zip]

REF: [Bank's File Number]
[All other file numbers pertaining to the title, property, etc.]
[All file numbers pertaining to the case]

RE: NOTICE OF CEASE AND DESIST
FINAL OPPORTUNITY TO CURE

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Sir or Madam:

I request that you immediately CEASE and DESIST in your efforts to foreclose on and sell the property at [Your property address - Street, City, State, Zip]. It is my personal policy not to deal with fraudulent agencies.

You are hereby instructed to cease the foreclosure and sale efforts of [Your property address - Street, City, State, Zip] immediately or face legal sanctions. If your efforts continue, you will be considered a trespasser on the title, and it will be considered as attempted theft based on deceptive business practices. YOU WILL RETURN A WRITTEN CONFIRMATION UNDER THE CEASE AND DESIST LAW.

GIVE THIS LETTER THE IMMEDIATE ATTENTION IT DESERVES.

Cordially,

[YOUR NAME ALL CAPS], UTILITY

[FirstName-MiddleName; LastName],
Authorized Agent

Notice Of Mistake - Letter Sent To Bank Mortgage Company

This letter and the attachments listed at the bottom of the letter are sent to the Bank Mortgage Company BEFORE you have filed the Foreclosure Cancellation Documents.

For sending United States Postal Service Certified Mail or United States Postal Service Registered Mail letters [or manila envelopes if you are sending a large set of documents], please refer to DOCUMENT SETUP & PROCESSING INSTRUCTIONS at the beginning of this book, after the DOCUMENTS LIST section.

Before cancelling your signature, you have to allow the Bank/Mortgage company to correct their mistakes and answer your questions regarding what you believe are mistakes. You will ask for the Bank/Mortgage company to present certain documents so they can disprove your allegations. It is highly unlikely that they will be able to do this.

From the date of mailing, allow three (3) days for mail delivery, seven (7) days for the Bank/Mortgage company's review and response, and three (3) days for mail delivery from the Bank/Mortgage company to you.

After this waiting period, go forward with the mortgage cancellation filing. You have done your part in good faith and with "clean hands."

[Note: See the Dandelion Book Ebook, available for download at <http://www.dandelion-books.com/Foreclosure-Cancellation-Package.html> "MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC." for specific information about mailing *Letters and documents using United States Postal Service Certified Mail or Registered Mail*]

DATE: XXXXX

United States Postal Service

Certified Mail Number XXXX XXXX XXXX XXXX XXXX

Invoice Number: [YourInitials+Certified Mail Number+Number you are assigning to this document - e.g., GR00091234567892348230-007]

FROM: [FirstName-MiddleName; LastName]

c/o [NAME ALL CAPS]

[Street Address]

[City][State][Zip]

TO: [Bank or entity that is foreclosing on the property]

ATTN: [Name of officer or administrator]

[Street Address]

[City] [State][Zip]

CC: [Bank CFO, Office of CFO]

[Chief Legal Officer, Office of Legal Counsel]

[Compliance Officer, Office of Compliance]

Re: NOTICE OF MISTAKE;

REQUEST FOR ASSISTANCE / CORRECTION

Ref.: MORTGAGE #: XXXXXX

TITLE INSURANCE POLICY # XXXXX

ESCROW: XXXXXX

Attachments: 1.

2.

3.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Mr. [Name of Bank Officer],

After performing diligent search for verification of information gleaned from the World Wide Web, the below has been found. All information herein or herewith is drawn from sources, as cited, of integrity. Verification comes from statements issued by The United States, STATE of [STATE], their regulatory agencies and manuals; and from government and private instrumentalities. With those

sources in mind certain conclusions appear which ARE stated as personal legal determinations. Further, your duty to produce documents is required by law. You will find certain forms referenced herein or herewith showing the final basis for the conclusions. Failure to disclose as demanded herein is a felony, violation of law when there is a known legal duty to speak or act. **It is a fact that fraud cancels all obligations from the beginning.**

The request for assistance is based on mistakes. Since mistakes on both sides of the contracts, or, presumptive contracts, more likely are apparent, it is believed that working together will solve the issues herein and herewith. Therefore, it is formally requested that assistance be provided by **Mr./Ms. [Last Name of Bank Officer]** of **[Bank Name]**, and all its agents or employees in closing the matters timely and quickly.

Appendix A is the OVERVIEW of what we discovered that the bank has done with the NOTE, that the fact is the NOTE is **my/our** promise to pay; **[Bank Name]**, hereafter referred to as the **Alleged Bank (or) Bank/Lender**, has monetized **my/our** NOTE and turned it into a cash item, and used the Deed of Trust as security for the NOTE. As a result, the Alleged Bank/Lender did not loan its own assets, it loaned credit, a FRAUD, FRAUD IN THE INDUCEMENT, FAILURE OF CONSIDERATION, CONSTRUCTIVE FRAUD, done in CONSPIRACY, an utterly void and without value transaction. All of this is supported and shown by escrow documents as detailed under Appendix B. Appendix C will show the core issue that there is no contract with the Alleged Bank, and will also show the reasons that there is no standing or capacity for the Alleged Bank to attach or attempt to attach **my/our** property; which leads to **my/our** conclusion that the Alleged Bank has no entitlement, no legal protections without the production of the contract exhibiting all the necessary requirements of a contract by operation of law.

No contract, no standing.

No standing, no claim.

No claim, no defense.

If at any time you find error in this presentment, it is formally, under contract and trust terms, requested that statement exposing such be disclosed. As **(a)** layman (**laymen**) at law, the legal determinations herein are of a personal, private nature and Alleged Bank is required to hold this privacy unless consent is given to disclose this instrument to anyone.

As these matters are very, very, serious for all parties, it is believed that cooperation in closing out the issues is paramount.

This letter is **my/our** act of good faith to correct mistakes.

This letter offers release for what could be found to be illegal acts.

This letter provides opportunity for all parties to alleged mortgage **#XXXXXX** to be made whole.

Failure by Alleged Bank to act will be recorded as fact showing intent to deceive, fraud, conversion and other felonies by bank officers. This is simply because the corporation, Alleged Bank, is incapable of felony as it is merely a piece of paper.

SYNOPSIS

I/We made mistakes in relying on certain acts by [Name of Bank Officer] and [Bank Name]. My/our reliance was done in contact with professionals operating the mortgage/bank systems. In short, my/our reliance was induced under professional standard, in our expectation of good faith and clean hands. Since I/we discovered these errors, a choice to believe said errors are founded on mistakes is foundational for this instrument.

In the event [Name of Bank Officer] of [Bank Name] chooses to assist in correction of these mistakes, the following will make me/us whole and exhibit clean hands by [Bank Name]:

1. The Deed of Trust is cleared of any claim by [Bank Name] with the transfer of clean title back to [Homeowner's(s) Names: FirstNames-MiddleName; LastName].
2. The cash/current funds expended during purchase of [Your Street Address, City, State, Zip] including of all outlays and payments is to be reimbursed by [Bank Name].
3. I/We will issue a new 1099 OID for the full value of the purchase price and all expenses in favor of [Bank Name] with a new 1099 A abandoning those funds to [Bank Name]. [Or, in the alternative, issue release of those funds via letter of instruction.]
4. The parties agree to hold the other harmless for all acts and omissions prior or future; unless new evidence of a compelling nature is disclosed.
5. My/Our credit report will be corrected to reflect that no loan ever took place; therefore, the credit tradeline that is being reported by the alleged lender will be deleted from my/or credit report.

It is believed that these five (5) items will make both parties whole in an open transparent manner which corrects all mistakes by any party.

Counter presentments are welcome as long as both parties are closed as to liabilities.

Again, please advise me/us if there is anything incorrect or unfair in what is stated herein.

Be advised that in the event these issues are not settled in a reasonable amount of time, seven (7) days seems appropriate, I/we will take all appropriate action. In contemplation of corruption of these

issues and to prevent abuse of process, this instrument is placed in a time vault, on the World Wide Web ready for massive dissemination.

You will: produce all the documents required to be provided by law governing your actions in your business, mandatory disclosure of documents in relation to consumer loans, consumer credit, securities laws as you are deemed to know the laws governing your activities and there is no excuse for being ignorant.

Done this [day] of [month][year], as stated under pains and penalties of perjury under the laws of the United States of America and the State of [State].

[FirstName-MiddleName; LastName]

[FirstName-MiddleName; LastName]

Under penalty of Perjury 28 U.S.C. § 1746, 1.

Witness: _____

Witness: _____

CC: TITLE INSURANCE COMPANY

ATTACHMENT: NOTICE OF CLAIM

Appendix A

OVERVIEW

1. NOTE is **my/our** promise to pay at a future time, labor is the backing of both the NOTE and all current funds circulating as currency.
2. Monetizing or securitizing the NOTE turns it into a cash item.
3. Deed of Trust is security for the NOTE. Trust law reverses rules of evidence, requiring Trustee must prove good faith, full disclosure and proper procedures for operations.
4. Escrow is the transfer point between seller, buyer, Title Company, so called lender, where the NOTE is exchanged for a Trust Deed or Deed of Trust.
5. Alleged Bank/lender, issued check to escrow under internal request procedure. At time of issuing audits will expose that there is no evidence verifying: a) source of money; b) owned by bank; c) at time, or later, of issuing check, all of which is available as proof via public records of corporation.
6. Alleged Bank/lender issued NSF (non-sufficient funds) check.
7. Alleged Bank/lender never possessed the NOTE until after transfer between seller and buyer, deed for check.
8. Deed of Trust executed at closing of escrow is security for the NOTE.
9. Alleged Bank/lender later records as sent, NOTE to offset the liability of check.
10. Alleged Bank/lender records, audited statement, shows conclusively that Bank/lender, loaned credit, buyer's credit, which took place at escrow closing.
11. Alleged Bank/lender did not loan its own assets, it loaned credit, not even theirs, an ultra vires act, illegal under law and regulating authorities. A FRAUD, FRAUD IN THE INDUCEMENT, FAILURE OF CONSIDERATION, CONSTRUCTIVE FRAUD, done in CONSPIRACY, ISSUE A FRAUDULENT SECURITY, an utterly void and without value transaction.
12. Transfer of Title to registry systems or second servicer is fraudulent.
13. Alleged Bank claims abandoned funds after three (3) years. This is double payment and never disclosed.
14. Deed of Trust is fraudulent, resulting in defective Title, unmarketable title by alleged Bank/lender or subsequent parties.

Appendix B

Each of these statements is shown by escrow documents. The Bank/lender, or so called lenders acts are shown as follows:

1. Balance sheet relating to the original 'loan', shows ledgering of the account as required to be reported and open knowledge under 12 USC § 242, § 347 and proved by 1099 reports available from IRS.
2. The 424 B-5 prospect reports show filing facts concerning the security issued under the note and Deed of Trust without reporting bases of the derivative and notice to original issuer.
3. Securities and Exchange Commission Reports S 3 A show the sale of the 'note' and form of item sold.
4. FASB (Financial Accounting Standards Board) forms 125, 133, 140, 5, 95 guides an auditor to the liability side of the bank's books, exposing exactly where the 'money' came from and shows where it went and under what procedure and instrument.
5. The NOTE as negotiable instrument fails under the Uniform Commercial Code.
6. There is never a receipt given for the deposit of value, the note.
7. 12 USC § 1813 (L) (I) discloses that deposit of a promissory note is cash to the bank. The Bank's cash is **my/our** cash, not the Bank's/Lender's; the proof is the bogus loan paper.
8. There was never a receipt issued for the cash deposit.
9. The notes transferred at a transaction account create an asset on the payable side of the ledger; while on the liability side of the ledger, the NOTE issued by the presumed buyer/borrower is sold after monetizing by the alleged Bank/lender.
10. First funds transferor holds absolute right to the NOTE or cash equivalent.
11. 1098 OID identifies the principal issuer.

Deed of trust is required to be registered as evidence of debt. Notes are not so required. Sale of unregistered security sets up right of rescission as a property right absolute due to lack of notice that securities would be issued with the note or Deed of Trust as backing.

Conclusion based on evidence publicly available is that the transaction between buyer and alleged bank/lender is a fraud.

The mistake may have resulted from standard practice, procedures, application on part of Alleged Bank/lender or, it may not. In either instance the predicate facts are result in the issues herein.

Appendix C

In Appendix B, I/we discovered that the whole alleged mortgage was a fraud from the beginning. I/We believe I/we have discovered the core issue is that there is no contract with the alleged bank, there is no standing or capacity for the Alleged Bank, its agents and its servicers because:

1. I/We have no contract with the Alleged Bank.
2. The Alleged Bank never placed on the files of this matter its corporate delegation, nor its minutes authorizing to enter into a contract with me/us.
3. There is no officer identified with corporate authority attached or corporate authority to engage a contract with me/us.
4. The corporate charter for the Alleged Bank does not authorize its taking of my/our note to fund an Alleged Bank's liability, escrow check, exchanged for issuers, my/our note, or obligation to pay at close of escrow on specific time line.
5. The Alleged Bank issued a NSF (non sufficient funds) check to escrow prior to having possession of the assets, NOTE issued by me/us.
6. The Alleged Bank charter, state law and federal law do not authorize Alleged Bank to lend credit, no matter the source of the credit.
7. The Alleged Bank charter limits the Alleged Bank to specific acts; all acts outside its legal or corporate authority being ultra vires, of no effect, utterly void.

In this matter, the payments made by me/us to the Alleged Bank were induced under fraud, the illegal acts above, which voids any claim by the Alleged Bank.

The creation of debt by lenders, the Deed of Trust and Promissory Note, payment of or agreement to pay money to the debtor, the Alleged Bank, or to a third party for account of debtor, the Alleged Bank, is not a contract. Assumption of contract being in place for collection process requires that the contract be produced; it is never produced because there is no contract and the note is not a contract.

The creation of debt by a credit to an account with the lender, Deed of Trust and Promissory Note, upon which the debtor, the Alleged Bank, is entitled to draw immediately such as the NSF check exchange for the NOTE, does not create a contract nor obligation. Failure by the Alleged Bank to produce bona fide contract is admission to fraudulent inducement to part with valuable consideration in exchange for nothing but a different instrument. Nonetheless, the only value issued is by me/us, which is able to be shown through the Alleged Bank documents which are public record, audits and corporate reports, inclusive of IRS documents.

I/We will, if needed, subpoena the records mentioned above in order to prove the points herein.

The Alleged Bank appears to have failed: to operate under these legal principals, covered by, UNIFORM COMMERCIAL CODE, hereinafter referenced as "UCC," the laws governing consumer credit and usury, the laws providing of rate ceilings to assure adequate supply of credit to consumers; the laws requiring the bank to educate consumers for understanding the terms of credit transactions; the laws requiring the bank to keep so-called lenders honest through competition for credit at reasonable cost; the laws requiring the bank to protect so-called consumers against illegal acts; the laws requiring the bank to keep fair and sound consumer credit practices; to comply with FEDERAL TRUTH IN LENDING ACT; and the laws requiring the bank to equalize all jurisdictions.

Consumers in the above context are [FirstName-MiddleName; LastName] and [FirstName-MiddleName; LastName]. In reality the Alleged Bank, [Bank Name] is the consumer of my/our credit, who issued that product, the NOTE, promise to pay, representing labor as the only source of value in the alleged transaction.

The Alleged Bank did not provide the goods, the NOTE or the labor backing it, did not manufacture the credit represented by the NOTE. Nonetheless, the issuer of the product, the NOTE representing real value, labor, is the seller of the NOTE through a fraudulent inducement as outlined above, which is the Alleged Bank; [Bank Name] knowingly acted out for its unjust enrichment.

The Alleged Bank as outlined herein has no entitlement, no legal protections without production of the contract exhibiting all the necessary requirements of a contract by operation of law, and is stopped completely from all acts related to my/our home for failing to act in accord with all the laws.

No contract, no standing.

No standing, no claim.

No claim, no defense.

Notice Of Mistake Sent To Second Mortgage Bank [If A Second Mortgage Bank Is Involved]

This is a notice that is sent to the second mortgage bank, if a second mortgage bank is involved in your foreclosure.

You will send this notice to the second mortgage bank BEFORE you have filed your Foreclosure Cancellation Documents.

Obviously, if you do not have a second mortgage bank, you will not send this notice.

Remember to send a copy of this Notice of Mistake as an attachment, with the first Notice of Mistake [sent to your first mortgage company] to your Title Insurance Company when you send the Title Insurance Company your Notice of Claim.

[Note: See the Dandelion Book Ebook, available for download at <http://www.dandelion-books.com/Foreclosure-Cancellation-Package.html> "MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC." for specific information about mailing *Letters and documents using United States Postal Service Certified Mail or Registered Mail*]

DATE: XXXXX

United States Postal Service
Certified Mail Number XXXX XXXX XXXX XXXX XXXX

FROM: [FirstName-MiddleName; LastName]
c/o [NAME ALL CAPS]
[Street Address]
[City][State][Zip]

TO: [Bank or entity that is foreclosing on the property]
ATTN: [Name of officer or administrator]
[Street Address]
[City] [State][Zip]

TO: [Name of Mr./Ms. Bank Officer Two and Title, e.g., CEO]
[Name of Bank Number Two]
[Street Address]
[City, State, Zip]

RE: Acct # XXXXXXXX

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear [Mr./Ms. Bank Officer Number Two]:

You will find attached certified letters to [Mr./Ms. Bank Officer Number One], [Office of Bank Officer, e.g., CEO] at [Name of Bank Number One] and to [NAME OF TITLE INSURANCE COMPANY]. These letters were delivered on [dates these two letters were delivered, in the order they are stated above], respectively, by the United States Postal Service.

As it raised and exposed a serious issue which needs addressing, in order to act with clean hands and good faith, I am/we are required to provide notice of my/our actions so [Name of Bank Number Two] may act accordingly.

It is my/our belief that [Name of Bank Number Two] holds a corporate responsibility to disclose its position juxtaposed to these issues. If I am/we are incorrect in this belief, please correct me/us.

As you can see, I am/we are attempting to correct mistakes and view the mistakes as unintentional. I/We will hold this mistaken belief until bad faith or failure to engage in good faith is apparent. Non disclosure is bad faith under corporate duty.

I/We request a response from you within seven (7) days so I/we may proceed with resolving these mortgage issues.

Attachments: NOTICE OF MISTAKE

NOTICE OF CLAIM

By: Authorized Agent(s)

[FirstName-MiddleName; LastName]

[FirstName-MiddleName; LastName]

Notice Of Claim Letter To The Title Insurance Company

The Notice of Claim Letter is sent to the Title Insurance Company that insured your Statutory Warranty Deed or Grant Deed, when you wish to give notice to this company that at the time the seller transferred the property from their name to your name, there was good clean marketable title.

At the time the seller transferred the property from their name to your name, the Title Insurance Company, for a fee, contracted with you to cover all claims under their Title Insurance Policy. You will identify your claim by placing your Title Insurance Policy Number on this letter.

You will send this letter to the Title Insurance Company PRIOR to filing in Public Record, your Mortgage/Foreclosure Cancellation letters and documents respectively.

[Note: See the Dandelion Book Ebook, available for download at <http://www.dandelion-books.com/Foreclosure-Cancellation-Package.html>: "MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC." for specific information about mailing *Letters and documents using United States Postal Service Certified Mail or Registered Mail*]

DATE: XXXXXX

United States Postal Service Certified

Number XXXX XXXX XXXX XXXX XXXX

RETURN RECIEPT REQUESTED

FROM: [Person or Persons filing/Homeowner- FirstName-MiddleName; LastName]
c/o [NAME(S) ALL CAPS]
[Street Address]
[City][State][Zip]

TO: [Mr./Ms. CEO Name],
[Name of Title Insurance Company]
[Street Address]
[City] [State][Zip]

Re: NOTICE OF CLAIM

Ref: TITLE INSURANCE POLICY # XXXXXX

Attachment: 1. Notice of Mistake
2. Notice of Mistake to Second Mortgage Company [if there was a second mortgage company involved]

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear [Name of CEO]:

Upon review of my/our so called Mortgage papers in conjunction with the diligence involving many hours of research, I/we have found some very disturbing facts. What I/we found was information on the internet, and I/we have verified the facts from the public documents. I/We describe below the synthesis, the conclusions upon which I/we base my/our claim. I/We request that in the event your review of my/our claim expresses any incorrect information or conclusions, that [NAME OF TITLE INSURANCE COMPANY] advises me/us of all the particulars so that I/we may correct any mistakes. I/We believe I/we can rely on statement issued by both The State of [Your State] and The United States in

their published statements and I/we require [NAME OF TITLE INSURANCE COMPANY] to advise of any conflicts it finds and advise of same:

1. Deed of Trust is security for the NOTE.
2. NOTE is my/our promise to pay at a future time, sweat equity my/our labor produces, which is my/our property and equity.
3. Escrow is the transfer point between parties, seller, and the buyer, for NOTE exchange for deed.
4. Alleged Bank/Lender, issued check to escrow with no funds shown on audit verifying: a) source of money; b) money owned by bank; c) money available at time of issuing the check, which is public record via audited statements.
5. Alleged Bank/Lender servicer, then or at some time later, recorded an asset, our NOTE, AFTER TRANSFER of deed to fund the check.
6. Asset, my/our NOTE, deposited by bank/lender creates an offsetting liability to fund the check.
7. Alleged Bank/Lender loaned me/us nothing of their own, no provable money at the time of check issuing and transfer of Deed of Trust.
8. Alleged Bank/Lender issued non sufficient funds (NSF) check.
9. Alleged Bank/Lender never owned my/our NOTE until after the transfer.
10. Alleged Bank/Lender loaned credit, an ultra vires act, illegal. FRAUD, FRAUD in THE INDUCEMENT, CONSTRUCTIVE FRAUD.
11. Alleged Bank/Lender assumptive parties filed 1099-A on my/our abandoned funds, the cash value of my/our NOTE after three (3) years.
12. DEED OF TRUST recorded as a lien on property is fraudulent, a defective title within the Terms of Policy.
13. Title being defective as fraudulent is unmarketable, which is also within the Terms of Policy.

14. Revised Code of Washington, RCW, 19.36.110 [if you do not reside in Washington, change this to your code numbers] requires a creditor to have proof of standing via a written contract. No contract, no capacity or standing, no claim possible.

RCW 19.36.110 [Research the code for your state if you do not reside in the state of Washington]

Enforceability of credit agreements — Effect of oral agreements and partial performance.

A credit agreement is not enforceable against the creditor unless the agreement is in writing and signed by the creditor. The rights and obligations of the parties to a credit agreement shall be determined solely from the written agreement, and any prior or contemporaneous oral agreements between the parties are superseded by, merged into, and may not vary the credit agreement. Partial performance of a credit agreement does not remove the agreement from the operation of this section.

Therefore, with no capacity or standing or real claim of interest in property located at [Physical address of your property].

NO TITLE COULD BE INSURED FOR ANY REASON WHATSOEVER.

See attached Notice(s) of Mistake Invoice #XXXXXX as evidence of claim.

I/We claim the title was defective from the beginning due to many issues upon which to file a claim. I/We request that [NAME OF TITLE INSURANCE COMPANY] will please issue a statement guaranteeing clean title from all effects or claim of defects from the beginning.

I am/We are requesting claim forms, and that [NAME OF TITLE INSURANCE COMPANY] investigates. In the event that I am/we are incorrect to fully disclose my/our errors, I am/we are requesting that [NAME OF TITLE INSURANCE COMPANY] assists me/us in processing my/our claim for the current assessed value or current market value, whichever is higher. I/We further request that [NAME OF TITLE INSURANCE COMPANY] not advise any lender bank, or assign on this title or mortgage in order to preserve my/our rights to litigate for damages, if needed.

Thank for your prompt action in this matter.

Dated this day of [day] of [month], [year].

Attachment: 1. Notice of Mistake
2. Notice of Mistake to Second Mortgage Company [if there was a second mortgage company involved]

By: Authorized Agent(s)

[FirstName-MiddleName; LastName]

[FirstName-MiddleName; LastName]

Response To Bogus Communication

This letter is a response to a “bogus letter” you received from the alleged lender, who responded to the letter you sent them regarding the notice of cancellation and their attempt to foreclose on your property. They attempt to continue to engage you in communication when in fact, by cancelling your mortgage, you have cut all legal ties to the alleged lender.

[Note: See the Dandelion Book Ebook, available for download at <http://www.dandelion-books.com/Foreclosure-Cancellation-Package.html>: “MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC.” for specific information about mailing *Letters and documents using United States Postal Service Certified Mail or Registered Mail*]

DATE:

United States Postal Service Certified Mail
Number XXXX XXXX XXXX XXXX XXXXX

[Person filing/Homeowner]
c/o [NAME ALL CAPS]
[Street Address]
[City][State][Zip]

TO: [Alleged Lender who responded to your letter]
ATTN: [Name of officer, CEO or administrator]
[Street Address]
[City] [State][Zip]

REF: Letter dated from [date]

RE: Alleged Loan #-[XXXXXX]

BEFORE THE ENTIRE WORLD

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Mr./Ms. _____:

YOU WILL: Please find attached letter referenced above returned to you duly accepted as a threatening communication sent through U.S. Postal Service, a felony. Further, the "letter" is a violation of Truth in Lending Act, The Fair Debt Collection Practices Act, and Securities Acts as you know, due to your high competence and training in bank, finance, and trade transactions.

This letter is intended to be used as evidence and basis of complaints to various and numerous regulatory, investigative, and prosecuting agencies. The following are presented for your review and rebuttal if possible;

1. There is no [Alleged Lender's Name] officer's signature. The entity [Alleged Lender's Name] and all its sub corporations are required by corporate law to have an officer sign every document in order to constitute a valid act. Therefore, the "letter" is bogus and intended to mislead.

You will correct this error or admit that you, [Name of officer, CEO or administrator] and [Alleged Lender's Name] are intentionally committing a series of compounding felonies. [Note: Use #1 if you receive a letter that does not contain a real signature; otherwise, delete #1 and change #2 to #1, #3 to #2, etc.]

2. Possession of my Grantor's Affidavit of Cancellation acknowledgement and Verified Bonded Durable Notice of Interest destroys utterly any and all of [Alleged Lender's Name], et al's legal relations to me or my properties. This is basic Trust Law wherein the grantor or

bank/commerce law issuer is required to withdraw and cancel any grant or issuance known to be a fraud. You, sir/madam and [Alleged Lender's Name], are attempting to bully me by false statements arising to coercion into cooperating with your fraud. If this were not true, you, Mr. /Ms. [Last Name of officer, CEO or administrator], would order your agents to produce:

- a. Source of funds alleged to have been loaned;
- b. Ownership of said alleged funds;
- c. Proof of title transfer of said alleged funds;

each in accord with Federal, International, and State Laws, thereby quashing my positions.

3. Since my/our requests for disclosures, which are required by law, have not been met, the evidence is now of record that fraud is at the core of [Alleged Lender's Name] in its alleged loan process.

4. Mr./Ms. [Last Name of officer, CEO or administrator], if you believe you really want to pursue court actions against me/us for my/our protecting myself/ourselves from your predatory practices and fraudulent acts, please do so. I/We look forward to interrogatories, depositions, admissions, and production of documents which, as you well know, will prove my acts are not only correct but fully supported by law. This would please me and I am/we are sure it would please huge numbers of other families whom you at [Alleged Lender's Name] have damaged.

Be advised that this letter and the attached fully incorporated documents, Grantor's(s') Affidavit of Cancellation and Verified Bonded Durable Notice of Interest are being forwarded to the [Your State] Attorney General and Federal Investigators.

YOU WILL: Please order your agents to advise me/us in writing that [Alleged Lender's Name] has released all interest in me/us and my/our property.

Govern yourself accordingly.

Attachments: [List and identify]

[FirstName-MiddleName; LastName],
Authorized Agent

MORTGAGE & FORECLOSURE CANCELLATION DOCUMENTS

Please Note: Your property does not have to be in foreclosure in order to use these cancellation documents. Any person who has a mortgage who wishes to cancel their mortgage may record, register and mail these documents to appropriate parties.

County Recorder's Cover Letter

Use this form only if your county does not have a coversheet on the County Recorder's website.

Otherwise, use this template as a guideline for filling in the coversheet that your county provides. Fill in your county's coversheet EXACTLY AS STATED.

[FirstName-MiddleName;LastName]

[Street Address]

[City, State, Zip]

Please print legibly or type information

Document Title(s) CANCELLATION/NOTICE OF INTEREST
Grantor(s) <u>[FirstName-MiddleName; LastName]</u> _____ Additional Names on Page _____ of Document
Grantee(s) N/A _____ Additional Names on Page _____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) [Lot XX of Tract No. XXXX, in the City of XXXXXX, County of XXXX, State of XXXXXX, as per map recorded in Book XXX, Pages XX and XX of Miscellaneous Maps, in the office of the County Recorder of said County. Complete Legal Description on Page _____ of Document
Auditor's Reference Number(s) See pages _____ of Grantor's Affidavit of Cancellation
Assessor's Property Tax Parcel/Account Number(s) XXXXXXXX
The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. Government Code Section 27201-27211 Civil Code Section 1609-1701 Civil Code Section 1711 - 1713

Verified Claim In Support Of Notice Of Interest

This is the first form you will file, unless you are a resident of California.

Check with your County Recorder/Auditor's Office for filing forms, instructions, or relevant information.

REMEMBER: ALL PUBLIC EMPLOYEES WORK FOR YOU. ALL PUBLIC EMPLOYEES ARE REQUIRED TO FOLLOW THE STATE STATUTES ALL OF THE TIME. THE STATE STATUTES AND CODES ARE SUPERIOR TO LOCAL OFFICE REGULATIONS, MEMOS OR OPERATONAL PROCEDURES OR THAT "THE BOSS TOLD ME SO"!!!

Make a copy of the relevant statue and have it with you at all times.

In the event that any public employee refuses for any reason to comply with the state law, they are in violation of the law and actually committing a felony.

Ask them: "Are you knowingly violating the law?"; and: "Will you put your statement in writing? And then get your supervisor!"

Ask the supervisor if they are the one authorizing a violation of the law when you have explained the situation and given them a copy of the statute.

RECORDING REQUESTED BY
[FirstName-MiddleName; LastName]

AND WHEN RECORDED MAIL TO:

Name: [FirstName-MiddleName; LastName]

Address: XXXXXXXXXXXXX

City /State: XXXXXXXX,XX

Zip: XXXXX

State of [State]) ss

)

County of [County])

VERIFIED CLAIM IN SUPPORT OF NOTICE OF INTEREST

I/We, [FirstName-MiddleName; LastName], resident(s) of [State] as one of the several States of the American union—hereinafter "Affiant(s)," do Affirm that the Affiant(s) is competent to testify, is over the age of majority, is making this Verified Claim in Support of Notice of Interest, under affirmation before a duly appointed and qualified notary public acting for "The State of [State]," and that the Affiant(s) has/have first-hand knowledge of the facts stated herein, and that the facts stated are true, correct, and not misleading, so help me/us Creator.

The purported contract(s) Note(s), Deed(s) of Trust and all Assignments is/are Cancelled For Cause:
Breach

1. [NAME OF MORTGAGE CORPPORATION] and its successors in interest inclusive of [NAME OF BANK] (collectively "Alleged Lender(s)") never presented any contract under which Affiant(s) was/were a loan beneficiary.
2. "Alleged Lender(s)" never presented any contract, or writing wherein "Alleged Lender(s)" agreed to loan any money or other thing of value to Affiant(s).
3. "Alleged Lender(s)" being an artificial person, fraudulently induced Affiant(s) to believe a loan would take place when the bank/lender allegedly approved the loan application.
4. "Alleged Lender(s)" are unable and/or unwilling to produce the contract verifying its agents' authorities to engage in a contract, its corporate intent to loan "Alleged Lenders'" assets, identifying the assets to be loaned, source of said assets, and audits showing funds of assets of the "Alleged Lender's(s)" accounting for said assets on "Alleged Lender's(s)" corporate books, even upon proper demand to do so.
5. "Alleged Lender(s)" failed to provide valuable consideration in exchange for security interest DEED OF TRUST, recording No(s). XXXXXXXXXXXX,XXXXXXXXX in property located at [physical address].
6. "Alleged Lender(s)" of [State] induced by fraudulent means Affiant(s) to issue promissory note in the sum of \$XXXXXXXX.00 to [NAME OF MORTGAGE CORPPORATION] and a promissory note in the sum of \$XXXXXXXX.00 to [NAME OF BANK](if more than one promissory note).
7. "Alleged Lender(s)" used accounting scheme, fraudulent practice using Affiant NOTE as asset to fund check to seller for purchase of property located at [physical address].
8. "Alleged Lender(s)" know its acts of fraud and conversion are felonies that in the above statements are true and correct because "Alleged Lender(s)" and/or its assigns could quash completely this CLAIM by production of documents requested by Affiant(s).
9. **Nowhere in any documents provided to [FirstName-MiddleName; LastName] is there notice that the PROMISSORY NOTE, DEED OF TRUST would be used as security in the public exchanges. SECURITY EXCHANGE COMMISSION regulations require such notice.**

Upon discovering that fraud occurred at the inception of the contract, Affiant has asserted the right of **Cancelling for Cause: Breach** pursuant to [California Civil Code §1700](#) and [California Commercial Code §2106 \(4\)](#) for Cause of Breach, the following statements:

Cancelled: [California Commercial Code §2106\(4\)](#) For Cause of Fraud, **Breach:**

1. Failure of Full Disclosure
2. Failure to produce Documents required by Law
3. Failure to Comply with State and Federal Disclosure Law(s)
4. Fraudulent Inducement to Part with Value
5. Failure to Identify True Source of Funds and True Lender
6. Unjust Enrichment

Done this [day] day of [month] [year] By: [FirstName-MiddleName; LastName], Grantor, *nunc pro tunc*

Wherefore, commercial fraud, fraudulent inducement, fraud in securities markets, fraud on securities investors, unlawful conversion of limited promissory note(s), each and all under non existing contract with fraudulent filings on government records is of record. Any assignment of the mortgage or other securities or derivatives thereto are predicate in the same fraud falling under this notice.

I/We, [FirstName-MiddleName; LastName], Affiant(s) state the promissory note(s) through Assignments and/or Modifications have been stolen by deceptive trade practices for use as fraudulent security(ies) now being traded and as the Canceling party, I/we retain any remedy for breach of the whole contract or any unperformed balance.

Therefore I/we, [FirstName-MiddleName; LastName], state a verified claim of interest, security upon real property located at [physical address] APN# [XXXXXXXXXXXX] to protect against loss through theft, under judicial or quasi judicial process is now recorded for cause. None of the below named entities, or assigns, or successor in interest or any other entity, has a rightful claim to said real property:

[NAME OF MORTGAGE CORPORATION]

[NAME OF TITLE INSURANCE COMPANY]

[NAME OF BANK]

[Name of Mortgage Registration Systems, e.g., "Mortgage Electronic Registration Systems, Inc. MERS"]

I/We assert under penalty of perjury under the laws of the State of [State] that this notice is recorded before the entire world securing interest in real property and I am/we are informed and believe that the information contained in this Verified Claim in Support of Notice of Interest is true and correct.

Done this [day] day of [month] [year] under the pains and penalties of perjury, under the Laws of the United States of America and the Laws of [State]

[FirstName-MiddleName; LastName]

By: _____

[FirstName-MiddleName; LastName]

By: _____

Notice Of Intent To Preserve An Interest

This is the first document for California residents to file. Washington, Nevada, and Utah do not have to file this document.

Check with your County Recorder/Auditor's Office for filing forms, instructions, or relevant information.

REMEMBER: ALL PUBLIC EMPLOYEES WORK FOR YOU. ALL PUBLIC EMPLOYEES ARE REQUIRED TO FOLLOW THE STATE STATUTES ALL OF THE TIME. THE STATE STATUTES AND CODES ARE SUPERIOR TO LOCAL OFFICE REGULATIONS, MEMOS OR OPERATONAL PROCEDURES OR THAT "THE BOSS TOLD ME SO"!!!

Make a copy of the relevant statue and have it with you at all times.

Invoice Number **your initials-RE** [The rest of this number will be the U.S. Registered Mail Number for sending this document, followed by]-001 [This document is only used for the State of California. If you do not reside in California, you will not use this document!]

**FOR USE OF
COUNTY RECORDER**

RECORDING REQUESTED BY
[FirstName-MiddleName;LastName]

AND WHEN RECORDED MAIL TO:

Name: [FirstName-MiddleName; LastName]

Address: XXXXXXXXXXXXX

City /State: XXXXXXXX,XX

Zip: XXXXX

APN XXXXXXXXX(Assessor's Parcel Number)

This notice must be indexed as follows: Grantor and grantee index -- each Claimant is a grantor

NOTICE OF INTENT TO PRESERVE AN INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to [Section 880.020 et seq of the Civil Code](#) of the State of [State] (Marketable Record Title).

I/we, [FirstName-MiddleName; LastName] as claimant(s), mailing address, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, claim the following described interest in lawfully acquired real property from **FirstNameLastName** herein on [Date]. Deed of Trust(s) and any Assignments thereto dated after [Day][Month][Year] **Recorders' No.(s) XXXXXXXXXXXXX** on behalf of [MORTGAGE COMPANY NAME] pursuant to a presumed contract listing [Name of Real Estate Services] as Beneficiary and their assigns have been Cancelled for Cause of Fraud: Breach on [Date]. Said Cancellation as right of claimant is asserted pursuant to [California Commercial Code Section 2106\(4\)](#) and [California Civil Code](#)

§1700 and claimant(s) retains remedy for breach of the whole contract or any unperformed balance, identified Invoice Number(s): [YOUR INITIALS]-RE[Registered Mail Number for this document]US-002, [YOUR INITIALS]-RE[Registered Mail Number for this document]US-003, and [YOUR INITIALS]-RE[Registered Mail Number for this document] US-004, and notice before the entire world.

The above described interest is claimed based on that certain GRANT DEED recorded on [Day][Month][Year], in the office of the County Recorder of [County] County, State of [State] as Recorder's No. XXXXXXX.

The real property upon which the above described interest is claimed is described as follows:

The Land referred to herein below is situated in the County of [County], State of [State], and is described as follows:

[Legal description as it appears exactly on Deed of Trust or Trust Deed]

APN [Assessor's Property Tax Parcel Number XXXXXX]

I/We assert under penalty of perjury under the laws of the State of California that this notice is not recorded for the purpose of slandering title to real property and I am/we are informed and believe that the information contained in this notice is true.

Dated: XXXXX

Claimant(s):

[FirstName-MiddleName; LastName]

By:

[FirstName-MiddleName; LastName]

By:

Grantor's(s') Affidavit Of Cancellation

This document is constructed to meet bank protocols, procedures, regulations, and legal requirements for transfer of property or cancellation of assets transferred by commercial paper.

All names inserted in the reference must be exactly as the documents that are recorded in the county.

[Note: See the Dandelion Book Ebook, available for download at <http://www.dandelion-books.com/Foreclosure-Cancellation-Package.html> "MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC." for specific information about mailing *Letters and documents using United States Postal Service Certified Mail or Registered Mail*]

Invoice Number: [Your Initials]-RE [The rest of this number will be the U.S. Registered Mail Number for sending this document, followed by] US-002 [If you do not reside in California, this Invoice Number will be -001, since you are not using the document preceding this one (“Notice of Intent To Preserve An Interest”)]

When Recorded Mail To:

[FirstName-MiddleName; LastName]

[Physical Address]

[Physical Address]

This Space Provided for Recorder’s Use

GRANTOR'S(S') AFFIDAVIT OF CANCELLATION

Affidavit Number: [Initials of your county, e.g., “Orange County” would be OC] [After OC, you will write --RE, followed by the same Registered Mail Number as above; after those numbers you will write: US-002] Example of an Affidavit Number when all the parts are assembled: OC-RE-029481702US-002

Original Title of Document: Deed of Trust

Recorded: [Date Recorded]

Dated: [Date on the Document]

Original Grantor(s): [Name as it appears exactly on document and how they have you vested (all caps, upper lower)]

Original Grantee: [Name as it appears exactly on document]

Legal Description of Premises: [Complete legal description found on the Trust Deed or Deed of Trust]

Reference Assessor's Property Tax Parcel or Account Number: [XXX-XXX-XX]

Reference numbers of Documents Cancelled by Execution and Operation of Public Law: if applicable, here reference the recording numbers of any administrative process you may have done prior to this cancellation.

WHEREAS the undersigned Affiant(s), as authorized representatives and signatory for [NAME ALL CAPS], hereinafter “OWNER(s),” first being duly sworn, states the following as true, correct, materially complete, based on firsthand knowledge, and reserving the sole and exclusive right to the final determination of all definitions and intent of Affiant(s) contained herein governed by Public Law:

NOTICE IS HEREBY GIVEN by the undersigned Affiant(s), wherein the political power is inherent and superior to derivatives granted therefrom, to any and all persons and parties that the subject

matter of this document operates in and is governed by Public Law, and is hereby knowingly executed by **this/these** Affiant(s) with full personal unlimited liability. NO claims against The Property, identified by legal description below, by any persons and parties are permitted to be brought in law inferior to the Public Law that governs this document and its subject matter. Any and all persons and parties asserting claims shall first post and deliver a bond to the Affiant(s), sum certain and described below, subject to acceptance by the Affiant(s), or said persons and parties shall stipulate to unlimited personal liability, in Public Law, in lieu of posting and delivering said bond.

WHEREAS the Affiant(s), signatory of the OWNER(s), **is/are** the sole possessor(s) of, and holder of legal and equitable title to, the premises identified below:

Reference **[County]** County Auditor's File Number. : **XXXXXXXXXXXX**
Recorded : **[Date]**
Title of Document : **Grant Deed/Statutory Warrant Deed**
Dated : **[Date on Document]**
GRANTOR : **[Name as it appears exactly on document]**
OWNER : **[Name as it appears exactly on document]**
Issuer-**[Name of Title Insurance Company]** Number : **[XXXXXXXX]**
Ref. Assessor's Property Tax Parcel or Account Number : **[XXXXXXXX]**
Reference Tax Affidavit, **[County]** County Auditor's File Number: **[XXXXXXXX]**
Legal Description of Premises: **[Complete legal description found on the Trust Deed or Deed of Trust]**

WHEREAS Affiant accepts, nunc pro tunc, the grant deed identified above, as full recognition of the warranty and conveyance of the subject indefeasible estate in fee simple, in and to the premises therein described, unencumbered, to **[FirstName-MiddleName; LastName]**, **[his/her]** heirs and assigns, with warranty by grantor of quiet and peaceable possession of said premises, and indefeasible title thereto against all persons who may lawfully claim the same, for consideration given and received as stated therein and as evidenced by Tax Affidavit accepted and recorded by the **[CountyName]** County Auditor identified above and herein.

WHEREAS Affiant accepts, nunc pro tunc, pledge of unlimited bond issued by **[Name of Title Insurance Company]** dated **[Date]**, by recording no. **XXXXXXXXXX**, recorded **[Date]**, entitled, "GRANT DEED/STATUTORY WARRANT DEED," indefeasible estate lawfully seized fee simple ownership.

WHEREAS the premises, identified above, has at all times been registered to OWNER, **[FirstName-MiddleName; LastName]**, as **[his/her]** separate estate, accepted and recorded under **[CountyName]** County Auditor File No. **XXXXXXXXXXXXXX** and as evidenced by Tax Affidavit accepted and recorded by said Auditor with File No. **XXXXXXXXXX**.

WHEREAS Affiant, for **[NAME ALL CAPS]**, "Grantor(s)", hereby **CANCELS FOR CAUSE the Deed(s) of Trust/Trust Deed** described below:

Reference [CountyName] County Auditor's File Number : XXXXXXXXXXXXXXXX
Recorded : [Date]
Title of Document : Deed of Trust/Trust Deed
Dated : [Date]
Grantor : [Name as it appears exactly on Trust Deed or Deed of Trust]
Grantee : [Name as it appears exactly on Trust Deed or Deed of Trust]
Legal Description : [Complete legal description found on the Trust Deed or Deed of Trust]
Ref. Assessor's Property Tax Parcel or Account Number : XXXXXXXXX
Loan Reference Number : XXXXXXXXX
[Title Company] Order No : XXXXXXXXX
Identifier: unknown

and; (if more than one deed to be cancelled)

Reference [County] County Auditor's File Number : XXXXXXXXXXXXXXXX
Recorded : [Date]
Title of Document : Deed of Trust
Dated : [Date]
Grantor : [Name as it appears exactly on Deed of Trust or Trust Deed]
Grantee : [Name as it appears exactly on Deed of Trust or Trust Deed]
Legal Description : [Complete legal description found on the Trust Deed or Deed of Trust]
Ref. Assessor's Property Tax Parcel or Account Number : XXXXXXXXX
Loan Reference Number : XXXXXXXXX
Servicing Number : XXXXXXXXX
Title Order No : unknown
Identifier : unknown

WHEREAS Affiant and [FirstName-MiddleName; LastName] does **CANCEL FOR CAUSE** the **Deed of Trust/Trust Deed**, identified herein, and any and all claims to right of title or interest to any party whatsoever in or on the property identified herein, inter alia, based on:

1. **mistake and omission of identification of all involved parties;**
2. **mistake of identification of parties;**
3. **failure to produce ALL documents required by law and as required by "Grantors";**
4. **failure of disclosure of all material facts;**
5. **failure to disclose origin of funds;**
6. **failure to disclose history of funds;**
7. **failure to disclose provenance of funds;**
8. **no proof of underlying contract enforceable at law;**
9. **no proof of claim by alleged owner of note and mortgage;**

10. no proof of clear title to property to validate or invalidate any claim or cause of action related to subject property;

11. mistake and undue influence by perceived failure of full disclosure causing the unknowing gift and conveyance of property under guise of contract.

nunc pro tunc

Any and all claims by "Alleged Lenders," its assigns, successors, co-venture parties, either liquidated or un-liquidated, principal or agent, are cancelled, extinguished by operation of law. Any and all claims against subject property are trespass on title; undersigned reserves all rights and remedies.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

Signed this **[XX]** day of **[Month]**, **[Year]**, in **[City]**, the State of **[State]**, before a licensed notary witness.

[NAME ALL CAPS]

[Date]

under positive legal duty under Public Law, with full unlimited personal liability of each and every officer, agent, assign, or employee of any entity claiming interest in secured property described herein, to present true, correct, and complete, verified and verifiable documentation supporting any claim prior to act of trespass on title and [County Name] County Bonded Secure Records.

INDEMNITY is lodged due to prior false claims against [FirstName-MiddleName; LastName], Affiant, [his/her/their] heirs and assigns, and identified property, and the open notorious, public record of wrong doing by financial institutions and their attorneys, known before the entire world via media, court findings, and state attorney general's findings, statement and public actions. Binding statement and public actions by federal government agencies and courts.

TRUE OWNER, [NAME ALL CAPS], [his/her/their] HEIRS and ASSIGNS, by its authorized representative and signatory, [FirstName-MiddleName; LastName], operating in Public Law the recognized reserved right to protect OWNER'S(S') property, to deny cooperation with fraudulent, deceptive practices, and use of all lawful means under the Public Law to protect OWNER(S') and Grantor's(s') life, liberty, and property. That is a fact by operation of law.

nunc pro tunc

I/We, [FirstName-MiddleName; LastName], Affiant(s), his/her/our heirs and assigns, do herewith swear, certify, declare, and affirm that Affiant executes and issues this OWNER'S(S') AFFIDAVIT with sincere intent, possesses competence for stating the matters set forth herein, and declares, upon Affiant's(s') unlimited personal liability and the commercial liability of [NAME(S) ALL CAPS], that the contents are intended to be truthful, accurate, and not misleading in accordance with Affiant's best knowledge and understanding.

Done this XX day of [Month], [Year].

[City], State of [State]

[NAME(S) ALL CAPS], OWNER(S), [his/her/their] HEIRS and ASSIGNS

[FirstName-MiddleName; LastName],
Affiant(s),
Authorized Representative(s) and Signatory(ies) for
OWNER(S),
[Street Name, City, State, Zip Code]

Verified Bonded Durable Notice Of Interest

[Note: See "MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC." for specific information about mailing Letters and documents using United States Postal Service Certified Mail or Registered Mail]

Invoice Number: [YOUR INITIALS]-RE [The rest of this number will be the U.S. Registered Mail Number for sending this document, followed by]US-003(-002 if not California)

When Recorded Mail To:

[FirstName-MiddleName; LastName]

[Physical Address]

[Physical Address]

This Space Provided for Recorder's Use

VERIFIED BONDED DURABLE NOTICE OF INTEREST

Notice of Interest Number: [Initials of your county, e.g., "Orange County" would be OC] [After OC, you will write -RE, followed by the same Registered Mail Number as above; after those numbers you will write: US-NOI] Example of an Affidavit Number when all the parts are assembled: OC-RE-029481702US-NOI

Title of Document: This Document, "Verified Bonded Durable Notice of Interest"

Bond Number Statutory Warranty Deed: XXXXXXX

County Record Number: [same number as above]XXXXXXXX

Date: XXXX

Grantor(s) and Claimant(s): [FirstName-MiddleName; LastName]

Grantee(s)/OWNER(S): [NAME IN CAPS]

Hereinafter "OWNER(S)"

Legal Description of Premises: [Complete legal description found on the Trust Deed or Deed of Trust, commonly known as (property address)]

Reference Assessor's Property Tax Parcel or Account Number: XXXXXX

Reference [County] County Auditor's File Numbers: [Bond Number Statutory Warranty Deed]

WHEREAS the undersigned Claimant(s), [FirstName-MiddleName; LastName], as authorized representative and signatory for OWNER(S) of the above legally described premises, first being duly sworn, states the following as true, correct, materially complete, based on first-hand knowledge, and

reserving the sole and exclusive right to the final determination of all definitions and intent of Claimants contained herein governed by Public Law:

NOTICE HAS BEEN GIVEN TO THE GENERAL PUBLIC, evidenced by [County] County Auditor's File Number [Here you will place the Bond Number of the Statutory Warranty Deed — see above where you filled in this number], that the undersigned, wherein the political power is inherent and superior to derivatives granted therefrom, to any and all persons and parties that the subject matter of Grantor's(s') Cancellation of that certain deed of trust, for the legally described premises identified therein and herein, was Canceled For Cause, and that said Grantor(s) and premises operate(s) in and is/are governed by Public Law, in said Auditor's File Number and that it was thereby knowingly executed by Grantor(s), with full personal unlimited liability. NO claims against said legally described premises, by any persons and parties, are permitted to be brought in law inferior to the Public Law that governs this subject matter. Any and all persons and parties asserting claims shall first post and deliver a bond to the Affiants, sum certain and described below, subject to acceptance by the undersigned Claimant(s), and said persons and parties shall stipulate to unlimited personal liability, in Public Law. IT IS A FELONY TO ACT AND BRING CLAIM IN A LIMITED LIABILITY CAPACITY IN AND FOR UNLIMITED LIABILITY PRIVATE AND COMMERCIAL MATTERS.

THEREFORE: OWNER(S), has/have the sole and exclusive right to possession of and is/are the rightful holder(s) of legal and equitable title in fee simple to the above legally described premises, and has/have actual possession of said property, that is bonded title pursuant to [County] County records under Assessment of Value attached to property in the year [year] identified by [County] County Assessor-Treasurer in the sum certain \$XXXXXXXXX.00 USD with transaction no. XXXXXXXX.

HEREBY undersigned Claimant(s) does/do accept the oath, bond, obligations and undertakings required by law are hereby accepted for specific performance.

HEREBY the undersigned Claimant(s) does/do accept the oath, office and bond of [Name of Default Management Services, if there is one], a Division of [Name of Title Insurance Company] and all other attorneys of the attorney firm representing same under their respective bar numbers issued and registered with the [State] State Bar Association and the corporate bonds of the firm representing [Name of Default Management Services, if there is one], a Division of [Name of Title Insurance Company]. [If applicable and you are in foreclosure with a Trustee assigned...otherwise, delete this paragraph.]

ANY AND ALL INVOLVED PARTIES IN REAL OR CORPORATE CAPACITY asserting a claim, shall submit all claims only by competent witness with first hand personal knowledge by sworn affidavit true, correct and complete, addressing point-by-point in counter-affidavit, in private, unlimited liability to sue or be sued, and proof of authority to bind all corporate claims on behalf of Plaintiff and bonded as outlined herein for sum certain and period certain and deliver a bond to the undersigned Claimant(s) subject to acceptance by the undersigned Claimant(s), and said persons and parties shall stipulate to unlimited personal liability, in Public Law. IT IS A FELONY TO ACT AND BRING CLAIM IN A LIMITED LIABILITY CAPACITY IN AND FOR UNLIMITED LIABILITY PRIVATE AND COMMERCIAL MATTERS. Any and all involved parties in real or corporate capacity shall post and deliver to the undersigned Claimant(s) an INDEMNITY BOND in the sum certain of \$XXXXXX.00USD, base amount of County of [County] Assessment and triple damages, that shall not be released until settlement is reached and agreed upon by the undersigned Claimant(s). Any and all involved parties attempting to attach any claim whatsoever to subject property identified herein requires full bonded claim and proof of bond and claim to be

served via certified United States Postal Service to the undersigned Claimant's(s') contact information listed below. NOTICE: Failure to provide a bonded claim with unlimited liability to sue or be sued, as outlined herein, SHALL be stipulated on and for the record as a trespass on title and [County] County Bonded Secure Records.

I (We), [FirstName-MiddleName; LastName], the undersigned Claimant(s), do herewith swear, certify, declare, and affirm that Affiant executes and issues this **VERIFIED BONDED DURABLE NOTICE OF INTEREST**, in and governed by the Public Law, with sincere intent, possesses competence for stating the matters set forth herein, and declare, upon the undersigned Claimant's(s') unlimited personal liability and the commercial liability of [NAME IN CAPS], that the contents are intended to be truthful, accurate, and not misleading in accordance with the undersigned Claimant's(s') best knowledge and understanding, and reserving the sole and exclusive right to the final determination of all definitions and intent of the undersigned Claimant(s) contained herein governed by Public Law.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

NOTICE TO AGENT IS NOTICE TO PRINCIPAL

The subject matter herein verified as true, accurate and complete, and signed this [day][month][year], in [City], in the State of [State], before witnesses below.

[Street Address]
[City], [State] [Zip]
(p) [Tel. No.]

Authorized Signatory for
[NAME IN CAPS]

NAME[FirstMiddleLastName], DATE [Date]

[Second Claimant, if there is one, signs in the same manner as the first Claimant]

○ **Acknowledgment**

State of [State])
) ss
County of [County])

On _____, before me, [Name & Name], independent third parties in and for [County Name] County, State of [State], personally appeared [FirstName-MiddleName; LastName], who proved to me on the basis of satisfactory evidence to be the party whose name is subscribed to the within instrument and acknowledges to me that [FirstName-MiddleName; LastName], set forth the contents hereof in authorized capacity, and that by signing the instrument [FirstName-MiddleName; LastName] hereby executes the instrument.

I certify under penalty of perjury under the laws of the State of [State] that the foregoing paragraph is true and correct.

Witness my hand:

[Name]

[Name]

Verified Claim/Complaint

5. At no time have I/we received any written statement from the “Alleged Lenders” signed by anyone from the bank committing to a loan of any kind.
6. “Alleged Lenders” are corporations obligated to follow all corporate law, in particular the law and regulation requiring a corporate officer to sign with disclosed position of authority to commit the corporation for any corporate act.
7. Later, believed to be on or about [date], I/we closed escrow on my home. I was/we were given many documents of many, many pages to sign at closing. I was/we were not allowed to have time to read each and every page. I was/we were not allowed to have an attorney present as I was/we were told it was not needed and would be an additional cost. I/We have since learned that most attorneys are refusing to take on mortgage cases and that some attorneys operate what is known as foreclosure mills for the banks.
8. I/We began making payments on what was believed at the time was a loan on or about [date].
9. I am not/We are not behind on my/our alleged payments [or state the facts of all events in detail].
10. Beginning in [date], I/we began to become aware of serious problems with banks and their problems. I/we began investigating bank issues, how things operate, and the law and regulations governing my so called mortgage. I/We understand that recognizing and participating in the fraud by continuing to make payments to a loan that is already paid in full when the alleged lender cashed my promissory note is contributing to the fraud. I am/We are against participating in any fraud and cannot be forced, coerced, or manipulated to do so.

NOTICE

EACH OF THE CLAIMS BELOW IS ACTUALLY A CHARGE FOR VIOLATION OF LAW. I/WE DO NOT REFERENCE ANY LAW BECAUSE ANY LEGAL PROFESSIONAL, LAWYER, JUDGE, OR LAW ENFORCEMENT, AS WELL AS ANY CORPORATE EMPLOYEE OR OFFICER OF A BANK OR LENDING INSTITUTION IS REQUIRED TO KNOW THE LAW. IF ANY GOVERNMENT EMPLOYEE, LAW ENFORCEMENT, LAWYER, JUDGE, CORPORATE OFFICER DO NOT KNOW THE LAWS THEY ARE REQUIRED BY LAW TO FIND OUT. IGNORANCE IS NO EXCUSE. SILENCE BY ANY OF THESE OFFICIALS IS EQUATED TO FRAUD WHEN THERE IS A DUTY TO SPEAK AS IS SHOWN BELOW BY THE ILLEGAL AND UNLAWFUL ACTS AND OMISSIONS IN EVERY HOME MORTGAGE IN THE COUNTRY. MY/OUR STATEMENTS OF THE FACTS CONCLUDE IN MY/OUR BELIEF THAT A VIOLATION OF LAW HAS TAKEN PLACE.

11. “Alleged Lenders” are unable to produce proof that they loaned United States Dollars as required by Federal Law and United States Treasury Regulations. This failure or omission or even negligent behavior is an illegal act, a felony. I/We never saw any money produced by “Alleged Lenders.”
12. “Alleged Lenders” took my/our promissory note and did one of two things with it:
 - a) Stamped my/our note “pay to the order of” signed by officer of the bank, “without recourse,” which under law and bank regulations and practice makes the promissory note a cash item. Then, the cash item was deposited for credit to the account from which the check

- or wire to the closing agent/escrow agent/seller had been drawn from to make the alleged loan; or,
- b) The bank used **my/our** note as a security of some sort with others engaged in securities business as value to make alleged loan.

These statements are backed up, proved, absolutely by public documents issued by the United States, the states, the courts' records in both federal and state jurisdictions, published statements by the Federal Reserve System, the United States Code, and its Federal Regulations, SEC Regulations, United States Treasury Regulations, and the bank's own records, if I could ever see them. Either of these, a or b above, is an illegal act which is or should be known as fraud, a felony, an illegal act by "Alleged Lenders."

13. **No corporation is authorized to break the law in any manner because it is created by the law. Therefore: all the illegal acts by "Alleged Lenders" were and continue to be done by individual officers and employees of "Alleged Lenders."**
14. With no signed commitment to loan United States Dollars by "Alleged Lenders," the bank and its assigns obtained possession of **my/our** note without risking any of its assets.
15. With no signed commitment to loan United States Dollars, money, there could be no loan under corporation law and operations. The act of issuing the check or wire to the closing agent/escrow agent/seller of **my/our** home is **ultra vires** (beyond, outside of, in excess of powers, that which is authorized by law for an entity, *Barron's Law Dictionary*), a felony in fact and deed.
16. There is no question that the so called mortgage lenders, United States banks, have lied, committed perjury, forged documents, used the UNITED STATES POSTAL SERVICE to file false documents on public records, issued fraudulent securities, falsely advertised, falsified corporate and tax reports, and issued duplicate securities instruments; otherwise, these felonies would not be all over the news and internet worldwide.
17. The United States banks that took bailout money from the United States Government admitted they were insolvent the moment one single United States dollar of the bailout money was received. If the banks were not insolvent they would not need to be bailed out.

It is a state and federal felony for any bank or financial institution officer or employee to take deposits when he or she has good reason to believe that the bank or financial institution, firm, or association is *unsafe* or insolvent. This includes every owner stockholder, agent, or person deriving benefit, money, from said legal person, firm, or association or corporation engaged in the business of banking or receiving money or negotiable paper, or securities on deposit or in trust. The proof of insolvency is in the news before the entire world.

18. **The knowledge of the United States banks and financial businesses engaged in business of banking, receiving money, negotiable paper or securities fraud felonies and illegal corporate acts is *known to every attorney* representing any bank in a mortgage issue, simply because it is open notorious, public knowledge before the entire world. This means every attorney**

individually is committing the felony of *Barratry* (most states have the same law that reads as follows, or similar to: "Every person who brings on his or her own behalf, or instigates, incites, any false suit at law or equity in any court of this state, with intent to distress, or harass a defendant in the suit..."). The company(ies), "Alleged Lender(s)," the attorneys operate under is/are like a corporation which is/are never authorized to do an illegal act, so all the illegal representations on behalf of the bank are lies and felonies by the individual attorneys. This means all the individual attorneys are felons in a conspiracy, knowingly violating the law for the purpose of making more money from us, the homeowners of America.

19. The individual attorneys also lied to the courts when they knowingly represent a fraud, false or misleading statement to the courts which is also filing a false document on public records to cover up the bank's theft of **my/our** note issuing fraudulent securities, making false corporate and tax records, perjury, counterfeiting documents, forging documents. These felonies are of public record.

I/We requested assistance to correct any and all mistakes that may have been made by either party. So far **I/we** have not been provided with the documents required by law to be produced, counter offer, or claim forms requested.

Wherefore, commercial fraud, fraudulent inducement, fraud in securities markets, fraud on securities investors, unlawful conversion of limited promissory note(s), each and all under non-existing contract with fraudulent filings on government records is of record. Any assignment of the mortgage or other securities or derivatives thereto are predicate in the same fraud falling under this Verified Claim.

I/We, Affiant(s), state the promissory note(s) through Assignments and/or Modifications have been stolen by deceptive trade practices for use as fraudulent security(s) now being traded and as the Canceling party; **I/we** retain any remedy for breach of the whole contract or any unperformed balance.

I/We assert under penalty of perjury under the laws of the State of **[State]** and **I am/we are** informed and believe that the information contained in this Verified Claim is true and correct.

Done this the **[Day][Month][Year]**, under the pains and penalties of perjury, under the Laws of the United States of America and the Laws of **[State]**.

NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL

By: **[FirstName-MiddleName; LastName]**

[FirstName-MiddleName; LastName]

○ JURAT

State of [State])
) ss
County of [County])

On _____, before me, _____, notary public in and for [County] County, State of [State], personally appeared [FirstName-MiddleName; LastName], who proved to me on the basis of satisfactory evidence to be the party whose name is subscribed to the within instrument and acknowledges to me that [FirstName-MiddleName; LastName], set forth the contents hereof in authorized capacity, and that by signing the instrument [FirstName-MiddleName; LastName], hereby executes the instrument.

I certify under penalty of perjury under the laws of the State of [State] that the foregoing paragraph is true and correct.

Witness my hand and official seal:

NOTARY PUBLIC SEAL

NOTARY PUBLIC SIGNATURE

My commission expires _____

Template Cover Letter For Sending Cancellation Documents

You will send the following letter as a cover letter when you send copies of the Recorded Cancellation Documents to the Alleged Lender and to all other parties who think they have interest in your property.

[Note: See "MAILING INSTRUCTIONS FOR LETTERS, DOCUMENTS, ETC." for specific information about mailing Letters and documents using United States Postal Service Certified Mail or Registered Mail]

DATE: XXXXXXXX

[FirstName-MiddleName; LastName],
c/o [YOUR NAME ALL CAPS]
[Street Address]
[City, State, Zip]

TO: [Alleged Lender's Bank or Company Name]
Attn: [Officer, President, CEO, etc. Name]
[Street Address]
[City, State, Zip]

[Names and addresses of all other parties involved in your foreclosure case, to whom you are also sending copies of the Foreclosure Cancellation Documents]

REF: [Address of the property]

RE: CANCELLATION RCW 62A, Sect 2-106(4) [Replace these code numbers with your state code numbers if you are not residing in the State of Washington.]

CEASE AND DESIST

NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear Mr./Ms.:

YOU WILL: find attached cancellation of all alleged agreements between parties relating to the above identified property.

The cause of my/our cancellation is the fraud by banks in general and [Your State] in particular lying by non disclosure, fraud, and creating the false documents, which is now public information. When Bank of America stops all foreclosures, GMAC admits wrong doing, J.P. Morgan Chase and Wells Fargo admits not all documents are readily available and complete; we homeowners have proof of illegal acts. These public admissions are admissions of wrong doing, as proved by U.S. Treasury Office of the Comptroller of the Currency, consent judgments available on line at [http://www.mortgagedaily.com/ffresults.asp?pageid=r&id=151736&query=\(OCC\)+OR+\(%22Comptroller+of+the+Currency%22\)&ics=1&srt=d&rpp=25&fr=25](http://www.mortgagedaily.com/ffresults.asp?pageid=r&id=151736&query=(OCC)+OR+(%22Comptroller+of+the+Currency%22)&ics=1&srt=d&rpp=25&fr=25)

I/we have the right to protect my/our property from wrongful, fraudulent, illegal acts and do so now under the law authorizing cancellation of claimed debt, RCW 62A 2-106(4). [Replace these code numbers with your state code numbers if you are not residing in the State of Washington.]

There is no question of fact or law as the admissions by some banks affects all banks because they all operate under the same rules, regulation and law.

Failure to fully disclose all relevant material facts is accepted as an attempt to hold grantor of Deed of Trust to involuntary servitude. Failure to protest will result in acceptance by accommodation [RCW 62A-3-419, 3-420, 5-106, 5-109](#) [Replace these code numbers with your state code numbers if you are not residing in the State of Washington], and other governing law of the place of alleged contracts. You will notice [RCW 19.36:110](#) [Replace these code numbers with your state code numbers if you are not residing in the State of Washington] in relation to lack of standing to make a claim.

YOU WILL: CEASE and DESIST in all future actions relating to the identified above property.

In the event you and each of you jointly and severally choose to proceed you will provide for the items, documents demanded by law, to be delivered to me at the above mail location. Failure to do so will be deemed and acted upon as torts, and felony charges will be laid against individuals not the artificial entities operated under.

Govern yourselves accordingly.

In the event I am/we are wrong, all [name of bank] has to do is follow the law and produce all the required proofs. Good luck.

[ALL CAPS NAME], Utility
Name, Authorized Agent

[ALL CAPS NAME], Utility
Name, Authorized Agent

[FirstName-MiddleName; LastName],

by _____

[FirstName-MiddleName; LastName],

by _____