What To Do When They Produce The Note

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What to do when they produce the note

Posted by: "Kingsman Funding" kngsfund@gmail.com kngsfund

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There has been and always is a lot of talk about the banking having to produce the note. Well, sometimes they will be able to do this given enough time by the court. But as you see below that can be a very good thing if you know what you are looking for on it. Below are the arguments that can arise depending on what you find there:

First, even when produced there is still question as to who they are really producing it for:

Your honor, It has been better than x weeks since the plaintiff knew they would have to produce the original note.

I would ask clarification of the Court of opposing counsel, your honor, How long has the bank had it in their possession or how long has opposing counsel had it?

And Where did he get it from, your honor?

--equivocation--

Its possible in that length of time they could have borrowed or repurchased the original instrument from whoever owned it in order to bring it in here today.

I would ask the Court again of opposing counsel in clarification for the Court, Does he know for a fact that´s not what happened your honor?

In clarification for the Court, Your honor, I would ask the Court of opposing counsel can he swear under oath and penalty of perjury here today that at the time legal action based on the note was initiated by the plaintiff, they were in fact legal holders of the instrument with the right to enforce it and with standing to bring this action representing themselves?

--equivocation--

Your honor, I move for immediate dismissal of this case for failure of a competent fact witness put forward by the plaintiff they had personal jurisdiction and standing as legal holders of the debt to bring this action in their own name at the time this was done.

--denied-- move on--

Then we examine the note

Your honor, after examination of it there are some questions here, that when answered will likely end this [ case] [claim] in dismissal]

[[ and will certainly vacate [summary judgment]

--If note is not a blank endorsement--

First of all Your honor, this is not a blank endorsement at all giving rights of a holder strictly by possession.

(810 ILCS 5/3-205)states in section b) says, "If an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a "blank indorsement". When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.

But (a) says, " If ....the indorsement identifies a person to whom it makes the instrument payable, it is a "special indorsement". When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only by the indorsement of that person.

The [[allonge to the]] note shows [[ name of bank]] clearly received the debt instruments from [[ name of other Bank]] This is a "special endorsement" by definition and now only [[ name of bank]] can endorse or enforce it as a holder. JP Morgan Chase is not that bank your honor. They have no standing to make claim in my bankruptcy in their own name or of any other than [[ name of bank]]

But that `s not in whose behalf the styling of the movant shows them to be acting your honor.

We move the Court to deny relief from stay and for immediate dismissal of this claim in this bankruptcy.

--note is a blank endorsement--

First of all Your honor, this is a blank endorsement giving rights of a holder strictly by possession.

(810 ILCS 5/3-205) states in section(a) says, " If ....the endorsement identifies a person to whom it makes the instrument payable, it is a "special endorsement". When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only by the indorsement of that person.

The court can see here there is no identified person it is endorsed to. The line is blank.

Section b) says, "If an endorsement is made by the holder of an instrument and it is not a special endorsement, it is a "blank endorsement". When endorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed. "

The note has not been specially endorsed to an identified entity so it is a blank endorsement that belongs to who ever has it and can be negotiated by whoever has it.

Right now J.P. Morgan Chase has it. The problem is JP Morgan Chase in this motion is merely servicing agent for another entity who also is only the Trustee for the actual party making claim as holder, which is WAMU Mortgage Pass Through Certificates Series 2006-PR3. This is not Washington Mutual who JP Morgan Chase took over.

Documents submitted into record From the Securities and Exchange Commission show such entities are specifically created investment vehicles that issues securities "backed" by mortgages which they must own to sell the securities.

Both the affidavit and the styling of the name of the movant acknowledge this is the beneficiary and true party in interest with the rights to have claim made in its name.

JP Morgan Chase has it. But Again, your honor, JP Morgan Chase is not the legal party in interest in this motion. It doesn´t matter what they hold in their own behalf. They must be holding it for the true party in interest they have acknowledged in the motion for either to have standing to be here the way the motion is now brought.

The debt instrument endorsed in blank and held by whoever has it right then, is meaningless as to standing in this case unless JP Morgan Chase can show the asset trust, who is actual party in interest they are acting for, holds assignment of the note so that they would be holders of it for them. And the affidavit nor the note changes or proves anything for them to move in this bankruptcy. If they would do so they must go back and bring the motion in their own legal behalf and not that of another since they are the holders of it.

But they can´t your honor because even though they have it and are the holders of it at this moment they are not the legal contractual assignees of it.

If JP Morgan Chase, or Wells Fargo Bank as trustee were either the legal assigns in their own right they would not have to acknowledge WAMU Mortgage Pass Through Certificates Series 2006-PR3 in the bankruptcy pleadings at all. But legally they have had to because by the admission of their pleadings JP Morgan Chase is not a party to anything but is merely servicing agent for Wells Fargo Bank who is still only the Trustee for the asset trust issuing entity, WAMU Mortgage Pass Through Certificates Series 2006-PR3.

But as we pointed out before, nothing has been provided showing WAMU Mortgage Pass Through Certificates Series 2006-PR3, who this motion has been brought for, has been granted assignment or is legal holder of the Mortgage, again, which is who the affiant and JP Morgan Chase acknowledges they are acting for.

Further, even if they could show this we find no filings for this Asset Trust with the SEC as may be required by law.

Merrill Lynch finds no Prospectus for this entity to exist available to the investing public raising serious question as to the legal existence of this alleged claimant if someone could prove they do hold my debt instruments.

Pursuant to California Code 1201, a holder in due course of such debt instruments must be existing as a real or legally created persons under the law.

The sale of the debt instruments to such an entity that does not so exist under the laws of some state or the federal government to own them is invalid and therefore can convey no rights to support any action by JP Morgan Chase Bank in its behalf.

Again your honor, the affidavit nor possession of the note proves anything for JP Morgan Chase to move in this bankruptcy in the name of another the way the motion is brought. Nothing has changed.

We move the Court to deny relief from stay and for immediate dismissal of this claim in this bankruptcy as JP Morgan Chase Bank, National Association cannot act for a phantom party in interest that does not legally exist to be hold assignment of these debt instruments. And there is still no proof WAMU Mortgage Pass Through Certificates Series 2006-PR3, who this motion has been brought for, has been granted assignment of these debt instruments.

More seriously your honor, if they could show assignment, if someone cannot prove WaMu Mortgage Pass-Through CertIficates Series 2006-PR3 legally exists to have that assignment to them for JP Morgan Chase Bank to act in their behalf, And the Court accepts their motion, in the face of these facts, I fear the Court will have become complicitous in the fraud perpetrated on me and millions of investors by opposing counsel, JP Morgan Chase Bank and WaMu Mortgage Pass-Through CertIficates Series 2006-PR3 whatever they are, and will be violating federally protected rights, or those under a higher jurisdiction, waiving its judicial immunity.

In protection of its own interests the court must force JP Morgan Chase Bank to prove the legal existence of WaMu Mortgage Pass-Through CertIficates Series 2006-PR3 to be a claimant here and that they do hold assignment to my note to make this claim and this motion or deny the motion and dismiss the claim.

But then we examine the endorsement for what else it shows.

Then your honor, The markings plainly show whoever holds the note now has received it as a commercial paper negotiable equity asset in value of substantive money equivalence and a deposit or monetary conversion of it into equity has been made into the bank and gained as money on its books in exchange for it, to recover its purchase of the loan, without that risk of loss represented to me in the agreement that was the basis for my acceptance of the obligations of the contract as written, breaching the contract.

We see the endorsement reads, [Without Recourse Pay to the order of"]] , and then the signature of [[Joan M. Mills]] as authorized agent signing for [[Wells Fargo Home Mortgage,]] the lending bank, leaving a blank space above the signature to represent the note is counted as being endorsed to whoever is the actual holder of it at the present time.

But those receiving the note were the ones paying money to the previous holder to buy the note from them.

Yet the endorsement reads that these new blank endorsees who were paying money to buy the note were themselves being paid in this exchange.

But the only thing they got was the note your honor!

"Pay to the order of" on the note is the language used when a check or other equity asset is cashed or deposited.

"Pay to the order" means money your honor. It never means anything but money. You can´t pay anything except money in some form.

And the endorsement on the note written "Pay" to the order of these same banks who were paying out money to get the note, is clearly instruction from the seller´s officer who signed it to "pay" or transfer the note as commercial paper of money or money equivalence to whatever bank was becoming the buyer and holder of it.

Prima facie evidence your honor, these buyers of the note were thus regaining their monetary cost for it back on to the bank´s books from their receipt of the note as this asset or deposit of commercial paper equity of money or money equivalent deposit money credit which is the note,

recovering their cost to purchase the loan, without their still having the continued risk of loss represented to me in the agreement that was the basis for my acceptance of the obligations of the contract.

Their use of the note in this way is further established by the authority of legal definition in federal law of a deposit in 12 USC Sect. 1813 in front of you there your honor,

A deposit is "the unpaid balance of money or its equivalent received or held by a bank. Any such account or instrument must be regarded as evidencing the receipt of the equivalent of money when credited or issued in exchange for" among other things "a promissory note." That´s what a deposit is your honor, "the receipt of the equivalent of money". And this note is included in what may be received as " the equivalent of money" and credited as such on the bank´s books "in exchange for it".

As we said, "Pay to the order of" on the note is the language used when a check or other equity asset is deposited and again is prima facie evidence what the buyers did with the note here, which the inclusion of a note in the lawful definition of a "deposit", shows is a standard banking practice.

And by the authority of legal definition in federal law, the bank has, in fact, gained monetary conversion of the commercial paper money equivalent equity asset of our note as equity converted into money on its books which has funded or offset the funding of at least 90% the loan or [[$ 78, 300]] and did not bring this equity to the contract already its own, for which there could be an injured party with actual loss and damage from my performance as basis to bring this claim for them to seek recovery on.

By its "deposit, " they have converted the equity of it into money on the bank´s books which has offset any loss or damage they had from my performance,

excepting only the 10% or less cash fractional reserve required to be held and actually placed at risk of any bank´s assets and deposits for the loan or its purchase at any time as a cause for action to bring this suit.

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Your honor, We have the note itself, which if we were to stand here and read it shows in every other sentence the holder of the note is representing to the maker by statement or implication they have a risk of loss to recover the equity loaned.

I would ask clarification of the Court of opposing counsel. your honor, does he make any dispute of this fact of the contract?

--denies-

Well, lets look at the contract your honor.............

--no, admits-

The note repeatedly represents to the maker by statement or implication the lender has a risk of loss to recover the equity loaned.

Yet with markings on its face showing after it had been signed and tendered to the bank in the loan, or to subsequent holders, it has been deposited by these banks and by the authority of legal definition in federal law, monetary conversion of it into equity has been gained as money on its books in exchange for it, to recover its loan, without that risk of loss represented to me in their agreement as basis for my acceptance of obligations under the contract.

As the Court can see your honor, Plaintiff´s pleadings [and Affidavit ] do not establish any competent fact witness acceptable in law to dispute this prima facie evidence of equity gained from the note itself that can affirm they have suffered actual loss and damage from my non performance as basis to enforce their claim against me, as their affidavit makes no reference to this fact at all.

All This is unrebutted by the bank, and these facts of the bank´s action to recover on the debt instrument itself is now supported by evidence of its deposit and receipt of it as money in the full meaning of federal definition in law, And at a minimum raises material question as to whether these Banks have complied with the representations of this contract to have made a loan or purchase of it they have the equitable risk of loss to recover represented to me in their agreement, that was not regained in deposit or monetary conversion of the debt instrument they got from me, And have actual loss and damage from my performance entitling them to [action against me] foreclosure]]]].

requiring trial for the Court to discern the truth of this transaction. And Under Rule precludes summary judgment as a matter of law.

The Court cannot allow enforcement of this debt instrument contract until these material issues are resolved if the claim is not to be dismissed outright which is what we believe is proper and we so move your honor.

This by itself as a matter of law should stop any action by the court against you. If it does not then it becomes clear evidence of prejudice by the court and ignoring of the court's rules by the court that can be carried into legal action against the judge or more importantly a basis for claim against the judge's ins bonding agent. So you see if you are ready for what you may find, the more evidence is better evidence for you. If there are questions on what may be in someone elses case we will be glad to examine the facts with you, Dr Weatherly You may reach us at 662-489-6554.

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On another very important subject let me add something.

Most people don't understand this, but God was in Christ paying for all our sins on the cross and its over and done and finished and He's not angry with us about anything any more.

The Bible says, He is for us, not against us.

He died in our place to purchase us for Himself and if you'll give in to Him, there's nothing He won't be able to do in your life.

I know, I have been with Him for 30 years.

And when we finally leave this world, we'll live with Him forever,

if we belong to Him.

If you need to think about that or you have someone in mind that does, I'll be glad to talk with them. My number again was 662-489-6554. I just wanted you to know that.

Dr. Weatherly