
**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK**

• 445 Broadway; Albany, NY 12207-2936 •

Unified United States Common Law Grand Jury¹

Sureties of the Peace²

P.O. Box 59, Valhalla, NY 10595; Fax: (888) 891-8977.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY:

Proceeding as Next Friend under Rule 17, 28 USCA³ on behalf of petitioner: Removed from Osceola county Courthouse for Cause, violation of the right of due process; Amendment V.

PETITIONER: Thomas G. Williams
123 Hidden Springs Circle
Kissimmee, FL 34743.

DEFENDANTS: Chief Judge Frederick J. Lauten
Orange County Courthouse
2 courthouse sq. #2000
Kissimmee, FL 34741

CEO Ronald M. Faris
OCWEN
PO box 660264
Dallas, Texas 75266-0264

RE: Non Judicial Foreclosure
For cause violation of the unalienable right of due process
protected by Amendment V.

¹ **The UUSCLGJ** is comprised of fifty Grand Jurys each unified amongst the counties within their respective States. All fifty States have unified nationally as an assembly of Thousands of People in the name of We the People to suppress, through our Courts of Justice, subverts both foreign and domestic acting under color of law within our governments. States were unified by re-constituting all 3,133 United States counties.

² **SURETIES OF THE PEACE:** If anyone has been dispossessed without the legal judgment of his peers, from his lands, castles, franchises, or from his right, we will immediately restore them to him; and if a dispute arise over this, then let it be decided by the five and twenty jurors of whom mention is made below in the clause for securing the peace. Moreover, for all those possessions, from which anyone has, without the lawful judgment of his peers, been disseized or removed by our government, we will immediately grant full justice therein. Magna Carta Paragraph 52.

³ **Next Friend:** "A next friend is a person who represents someone who is unable to tend to his or her own interest." Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK**

• 445 Broadway; Albany, NY 12207-2936 •

Unified United States Common Law Grand Jury⁴

Sureties of the Peace⁵

P.O. Box 59, Valhalla, NY 10595; Fax: (888) 891-8977.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY:

Proceeding as Next Friend under Rule 17, 28 USCA⁶ on behalf of Petitioner:

Grand Jury, Sovereigns of the Court

We the People

- Against -

Chief Judge Frederick J. Lauten, CEO Ronald
M. Faris

Defendants

Jurisdiction: Court of Record, under
the rules of Common Law⁷
Action at law:⁸

Case NO: 1:16-CV-1490

Magistrate: Daniel J. Stewart

SHOW CAUSE

We the People⁹ of the Unified United States Common Law Grand Jury, under the power and authority of the Sureties of the Peace, hereinafter the Grand Jury, whereas the Unified

⁴ **The UUSCLGJ** is comprised of fifty Grand Jurys each unified amongst the counties within their respective States. All fifty States have unified nationally as an assembly of Thousands of People in the name of We the People to suppress, through our Courts of Justice, subverts both foreign and domestic acting under color of law within our governments. States were unified by re-constituting all 3,133 United States counties.

⁵ **SURETIES OF THE PEACE:** If anyone has been dispossessed without the legal judgment of his peers, from his lands, castles, franchises, or from his right, we will immediately restore them to him; and if a dispute arise over this, then let it be decided by the five and twenty jurors of whom mention is made below in the clause for securing the peace. Moreover, for all those possessions, from which anyone has, without the lawful judgment of his peers, been disseized or removed by our government, we will immediately grant full justice therein. Magna Carta Paragraph 52.

⁶ **Next Friend:** "A next friend is a person who represents someone who is unable to tend to his or her own interest." Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

⁷ **"A Court of Record** is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial." Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.

⁸ **AT LAW:** Bouvier's This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity.

Common Law Grand Juries arose out of *We the People* in each of the Fifty States which came together to form a Unified United States Common Law Grand Jury. This was done in an effort to subdue subversion against the United States of America from enemies both foreign and domestic.

There is wide spread ignorance concerning “Non-Judicial Foreclosures” and the “APPEARANCE” that it is a Lawful Procedure that functions without the REQUIRED filing of Proof of Claim (form 4490) and Fiduciary Authority (form 56) which must be filed within the federal district of the claim with copies of the same with notice of the foreclosure served upon the petitioner, giving opportunity of due process as required to comply with the law of the land.

Let this action first serve to inform the defendants that a Non-Judicial Foreclosure lacks Due Process of Law which is an unalienable right protected under the 5th Amendment and that any court permitting such a court filing procedure is acting under the color of law which is a criminal act and enters into a conspiracy, non-judicial foreclosure laws of any State to the contrary not with-standing.

Therefore, *We the People* DEMAND that the defendants Show Cause by what Constitutional Authority you act that permits an action “*in rem*” against the People without Proof of Claim, Fiduciary Authority and due process **OR**, notify this Court immediately of your error and withdrawal of your unlawful proceedings that deny due Process of the petitioner; if the home has already been foreclosed, restore the victim to their original state. In lieu of this, you may notify this Court immediately of your errors and withdrawal of your unlawful proceedings that deny due Process of the petitioner and this proceeding will be quashed.

We are offering you a grace period of 30 days for non-government defendants and 60 days for government officials acting under the color of law to correct their errors and restore the petitioner to their original state or defendants will be brought before the Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges. See Memorandum of Law on Non-Judicial Foreclosures attached.

⁹ **PEOPLE:** People are supreme, not the state. *Waring vs. the Mayor of Savannah*, 60 Georgiaat 93; The state cannot diminish rights of the people. *Hertado v. California*, 100 US 516; Preamble to the US and NY Constitutions - We the people ... do ordain and establish this Constitution...; ...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves... *CHISHOLM v. GEORGIA* (US) 2 Dall 419, 454, 1 L Ed 440, 455, 2 DALL (1793) pp471-472]: The people of this State, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the King by his prerogative. *Lansing v. Smith*, 4 Wend. 9 (N.Y.) (1829), 21 Am. Dec. 89 10C Const. Law Sec. 298; 18 C Em.Dom. Sec. 3, 228; 37 C Nav.Wat. Sec. 219; Nuls Sec. 167; 48 C Wharves Sec. 3, 7.

THEREFORE, on behalf of the petitioner, the Unified United States Common Law Grand Jury DEMANDS that the court of the non-judicial foreclosure filing, in good faith do your duty and protect the victim(s) of these crimes by removing all said filings immediately, cease all non-judicial foreclosure practices and notify this court of the same. We further demand that said defendants withdraw said filing from the court of filing, cease all non-judicial foreclosure filings and notify this court immediately of said actions.

WHEREFORE, if the defendants default, this court will be moved for an order to cease and desist their subversive activities, restore the petitioner to their original state before the misuse of justice under the color of law and be brought before the full Grand Jury for consideration of indictment for conspiracy, subversion, RICO, war against the Constitution and other charges.

SEAL

June 7, 2017



Grand Jury Foreman
Sureties of the Peace

Affidavit of Thomas Williams

I, Thomas Williams, Affiant, being of lawful age, qualified and competent to testify to, and having firsthand knowledge of the following facts, do hereby swear that the following facts are true, correct and not misleading:

On or about October 2014 I was short of my mortgage payment due to hardship caused by divorce proceedings, I did send \$900 which was the interest portion of the mortgage, as that was all I could afford.

I then received a very terse response and at times threatening response from an OCWEN (my Mortgage holder) representative over the phone, which I thought was harsh seeing as I had never missed a payment before, so I sought professional advice from Dr. Naidu International Tribal Law attorney and the package requesting information was sent on or about November 2014.

On or about November 2014, I sent the documentation out to nine recipients of OCWEN CEO's, Bank United FSB (original bank at closing) CEO's, local sheriff and county appraiser office, with documentation requesting their proof of ownership of my house, requesting evidence of values of securitization of my mortgage and also Indian Title Law, these documents were all ignored. I have the original documents and postage receipts sent to the various individuals. On or about January, February and March 2015 I received various phone calls came from OCWEN, and I requested that they respond to my requests for information, before I start to pay my mortgage payments again.

On or about March 2015 I made repeated attempts to re-start mortgage payments under original conditions and payment, but they refused saying I needed to pay all the previous 4-5 months payments upfront to restart that. I expressed that was unfair as I was already ahead of my amortization schedule, and so could just start again, they refused.

I then sent another letter of detailed documentation requests to the OCWEN mortgage department on or about March 2015, again requesting information pertinent to my mortgage, again they refused to answer or respond.

On or about June 2015 they then said I could go into a refinance program and save my home, I did comply with that, but when I realized it came with conditions not suitable or beneficial to me, after I requested an amortization schedule for the refinance package, again they refused unless I made 3 payment consecutive monthly payments on time. Eventually my patience on or about November 2015 to follow their refinance package wore thin, due to repeated requests for documentation, that they had already had or requests way beyond the scope of my ability to pay the mortgage or the conditions of the refinance package.

Eventually OCWEN filed for foreclosure on or about November 2015 after negotiations broke down, due to their inability to respond to any requests for information I had sent, and also the frankly invasive process of going through a mortgage refinance package.

On or about November 1st 2015 I filed a counter claim response to the court against their claims of home ownership, citing Indian Title Law and also detailing the mortgage balance is null and void due to the securitization of my mortgage note to accrue substantial benefits, that had not been shared with homeowner or was relayed to my knowledge during the Sales and Purchase agreement.

Deutsche Bank who now claimed ownership, although they were never on the original or any subsequent contract with them, along with Ocwen requested more time to respond to my counterclaim, which I granted.

45 They then requested a further 4 week's time to respond, again I granted them. The 4 weeks elapsed and they requested a further extension of time, of which I refused in writing to the court on or about January 20, 2016, citing they had been given enough time for evaluation and investigation.

On or about April 2016 they wrote to the court again after a court date was set for April 25th with Judge Scott Polodna again requesting more time and also stating I had not responded to their calls or requests, which was a complete fabrication. The reality is they have never given me one single
50 piece of documentation I have requested, they also failed to attend mediation hearings prior to the court hearings on or about July 2016 and also on or about November 2016.

One of the requests for documentation was a letter from my former wife Christine Williams to them stating she had no involvement or liability in the home at 1740 Kings Hwy Kissimmee, Florida 34744, which they accepted and removed her off the defendants list. The reason I requested it, is the
55 divorce court settlement agreement stated Mrs. Williams was responsible for the upkeep and paying of the mortgage from June 2015 onwards, something she failed to do despite repeated requests by me. To date OCWEN still haven't sent me a copy of that letter. Technically, due to the court settlement Mrs. Williams was the only person who should have been dealing with OCWEN.

A court hearing on or about July 2016 whereby the counterclaim we had produced was debated in
60 the court, they never challenged or discussed anything to do with the counterclaim, even though at this point they had had 8 months to do so. They filed for dismissal based on two points, one that there was an errant signature on one of the documents filed, we were operating pro se due to unable to afford legal representation, and my girlfriend signed one document with her name, when it should have been my name, and the second reason was we hadn't paid a filing fee for counterclaim. In my
65 counter argument to the judge, I explained we had not paid a filing fee as this courts own E- Portal filing system said no fee was required, his response was you came in here acting as a lawyer and you will be treated as such, and dismissed my counterclaim of Indian title and securitization.

OCWEN then filed for foreclosure proceedings, which were held on or about November 30th 2016. The original judge for the case was "unavailable" and a retired judge stepped in and took the
70 proceedings.

During the hearing I stressed I was again working with OCWEN to refinance the mortgage as I desired to keep the property, which they agreed to, and for my part I would agree with their request and furnish them with relevant documents for the refinance package.

I warned the judge they did not comply with last re-finance attempt and just played games with
75 ridiculous and frequent requests for papers that had no relevance on the refinance package.

During the hearing, the Aldridge Pite lawyer Ryan J. Reed and OCWEN representative Betty Comstock produced a title that bore no resemblance to the original, was clearly out of date, and was produced and accepted as a valid document by the judge, they did not have the original title, the title they presented was dated 2012, when the property and original title was February 2006 when the
80 house was purchased.

They also produced an Allonge, which only had 1 signature from OCWEN, it does not contain my

signature, it was not part of the original documentation, and was clearly shown to be added after the fact, and so consequently did not bind the contract.

85 The signee of the Allonge which is dated March 2006 was Lee Hernandez stated as OCWEN CEO, whom I have subsequently found out, had not even worked for OCWEN at the said time, his time with Ocwen was 2009 for a period of one year.

This was two examples of deception by Deutsche Bank, OCWEN, Aldridge Pite lawyer Ryan Reed and OCWEN representative Betty Comstock. They both attested the documents they produced were valid, as evidenced by the court transcript.

90 The Judge sympathized with my claims and yet still awarded the home to Appellant, but he denied them the right to sell my home via auction in the 30 days requested by the lawyer, and extended that to 3 months (February 28, 2017), as long as I went along with refinance package OCWEN were preparing.

95 The Judge also recommended I take my case up with the Appellate court and so I paid for and obtained transcript of these court proceedings for that purpose.

Having gone along with the refinance package request from November 30 court date, taking up huge amounts of my time, I received a call from OCWEN on April 12 2017 that they "don't do refinance packages", so I said "so you have completely wasted my time for 4.5 months and also subsequently lied to the judge and the court in the November 2016 court hearing.

100 They sent me a letter which I received on or around April 20 detailing their refinance refusal and also stating I had 30 days to appeal.

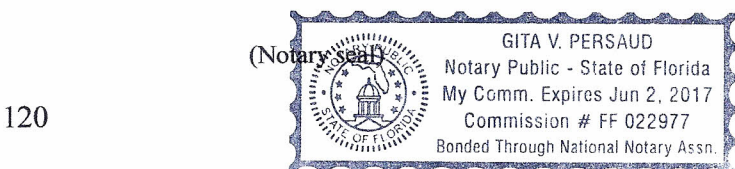
So I put together my appeal and filed it into Osceola County Court on or about May 1st, it is now in the hands of the 5th district court of Florida.

105 On or about May 4, I received a letter stating that on April 17 Plaintiff filed a motion to vacate April 18th foreclosure and vacate certificate of sale issued April 18th 2017 sale, item 5 stated on April 18th 2017 a sale was held and the Plaintiff was the successful bidder and a subsequent Certificate of Sale was issued by the court. At no time was I advised of these proceedings, and was denied due process, and it also went against the letter received on or about April 20 stating I had 30 days to appeal their decisions, neither was adhered to.

110 P. Williams

NOTARY

115 In Florida State, Osceola County, on this 10th day of May, 2017, before me, Gita V. Persaud, the undersigned Notary Public, personally appeared Thomas Williams, to me known to be the living (wo)man described herein, who executed the forgoing instrument, and has sworn before me that he/she executed the same as his/her free-will act and deed.



Gita Persaud
Notary

My commission expires: 6/2/2017

**UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF NEW YORK**

• 445 Broadway; Albany, NY 12207-2936 •

Unified United States Common Law Grand Jury¹

Sureties of the Peace²

P.O. Box 59, Valhalla, NY 10595; Fax: (888) 891-8977.

AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY:

Proceeding as Next Friend under Rule 17, 28 USCA³ on behalf of Petitioner:

Grand Jury, Sovereigns of the Court

We the People

- Against -

Chief Judge Frederick J. Lauten, CEO Ronald
M. Faris

Defendants

Case NO: 1:16-CV-1490

Magistrate: Daniel J. Stewart

**MEMORANDUM OF LAW
NON-JUDICIAL FORECLOSURES**

This memorandum reveals the fraud upon the People committed by mortgages companies and municipalities. Said fraud differs little between the two. The following conspiratorial process is essentially the same in that the home is securitized.

The Securitization of Mortgages and Tax Foreclosures has become a common and growing white collar swindle that is illegal primarily because of “Antitrust Law Violations”, consisting of specific violations such as usury, fraud, conspiracy, forgery and robo-signing. When victims are robbed because State and Federal Legislators pass

¹ **The UUSCLGJ** is comprised of fifty Grand Jurys each unified amongst the counties within their respective States. All fifty States have unified nationally as an assembly of Thousands of People in the name of We the People to suppress, through our Courts of Justice, subverts both foreign and domestic acting under color of law within our governments. States were unified by re-constituting all 3,133 United States counties.

² **SURETIES OF THE PEACE:** If anyone has been dispossessed without the legal judgment of his peers, from his lands, castles, franchises, or from his right, we will immediately restore them to him; and if a dispute arise over this, then let it be decided by the five and twenty jurors of whom mention is made below in the clause for securing the peace. Moreover, for all those possessions, from which anyone has, without the lawful judgment of his peers, been disseized or removed by our government, we will immediately grant full justice therein. Magna Carta Paragraph 52.

³ **Next Friend:** “A next friend is a person who represents someone who is unable to tend to his or her own interest.” Federal Rules of Civil Procedures, Rule 17, 28 USCA; Haines v. Kerner, 404 U.S. 519 (1972).

unconstitutional legislation and State Constitutional Courts sanction non-judicial foreclosures by looking the other way, this constitutes RICO and war against the Constitution.

Securitization is the financial practice of pooling various types of contractual debt such as residential mortgages, commercial mortgages, auto loans or credit card debt obligations (or other non-debt assets which generate receivables); and, selling their related cash flows to third party investors as securities, which may be described as bonds, pass-through securities or collateralized debt obligations (CDOs). Investors are repaid from the principal and interest cash flows collected from the underlying debt which is redistributed through the capital structure of the new financing. Securities backed by mortgage receivables are called mortgage-backed securities (MBS), while those backed by other types of receivables are asset-backed securities (ABS). It was the private, competitive mortgage securitization that played an important role in the U.S. subprime mortgage crisis.

The process is not as complicated as it might seem at first glance and might be difficult to recognize as a crime; but, it should become clear to the local village, town, city and county courts and the Sheriff once they realize the process these criminal cartels, known as mortgage companies and municipalities, go through to use the Court and the Sheriff to assist in these illegal seizures of homes without their realizing that they became instruments of a robbery.

CLARIFICATION: Were these mortgage companies able to legally foreclose on the property, they would do so by filing the foreclosure in the State Court to acquire a judgment; then bring it to the Sheriff for collection. The problem is that they cannot produce proof of claim and fiduciary authority over the property and without these two affidavits, they cannot open a lawful court case to provide “*due process*” necessary for a lawful seizure of the property “*in rem*”. So the BAR, banks, municipalities and mortgage cartels devised a plan to bypass “*due process*” by lobbying and convincing state legislators, who either consciously conspired; or, because constitutional principles are unbeknownst to them, ignorantly conspired to write unconstitutional “*non-judicial foreclosure statutes*” that proceed “*in rem*”, which is a process to seize properties without due process whereas the party seizing the property has a “legal” claim and fiduciary authority.

Such practice moves the presumption of law from “*innocent until proven guilty*” to “*guilty with no opportunity to defend*”. This turn American Jurisprudence⁴ on its head by removing any opportunity for the victims to be heard. This Provides absolute control to defraud without consequence by nefarious mortgage holders and municipalities which there seems to be no shortage of. As well as RICO-governed de facto state courts which allow the non-judicial foreclosure filings without the signature of a judge or magistrate.

“*In Rem*”, under international law, permits the seizure of property without notification to a property owner. This makes sense and is legal under international law at sea dealing with pirates; but, the “*Law of the Land*” a/k/a “*the Supremacy Clause of the Constitution*” requires “*Due Process*”.

*“This Constitution, and the laws of the United States which shall be made in pursuance thereof; and, all treaties made, or which shall be made, under the authority of the United States, **shall be the Supreme Law of the Land**; and, the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.” -- Constitution for the United States of America Article VI*

Congress can make no law that would provide for a statutory construction which would negate the unalienable rights of the People; which is what would be required in order to make a State a “*Non-Judicial Foreclosure State*”. Therefore, no State can establish “*Non-Judicial Foreclosure Laws*”. Such Congressional and/or State actions would negate the following unalienable rights protected by the Constitution and expected to be enforced by the Sheriff:

- (1) the unalienable right protected by the 4th Amendment to be secure from property seizures,
- (2) the unalienable right protected by the 5th Amendment to due process,
- (3) the unalienable right protected by the 7th Amendment to trial by jury, and
- (4) the unalienable right protected by the 7th Amendment to common law courts.

Rights are unalienable⁵ and cannot be transferred.⁶ Any contract that would pass or hand over an unalienable right is null and void. The “*Burden of Proof*” is on the foreclosing

⁴ **JURISPRUDENCE:** The philosophy of law, or the science which treats of the principles of positive law and legal relations; American Jurisprudence is the written law, constitution and principles every judge must obey.

⁵ **UNALIENABLE:** Inalienable; incapable of being alienated, that is, sold and transferred. Black’s 4th.

party. All parties to a Non-Judicial Foreclosure cannot prove their case; nor can they prove their right to sell someone's property without progressing to a Final Judgment in a court of law. Any court that ignores these facts and/or proceeds with a Summary Judgment becomes complicit to the robbery. This violates the victim's rights under Color of Law, thereby giving a reason to move the Case for Cause to an Article III Federal District Court for both criminal and civil remedy.

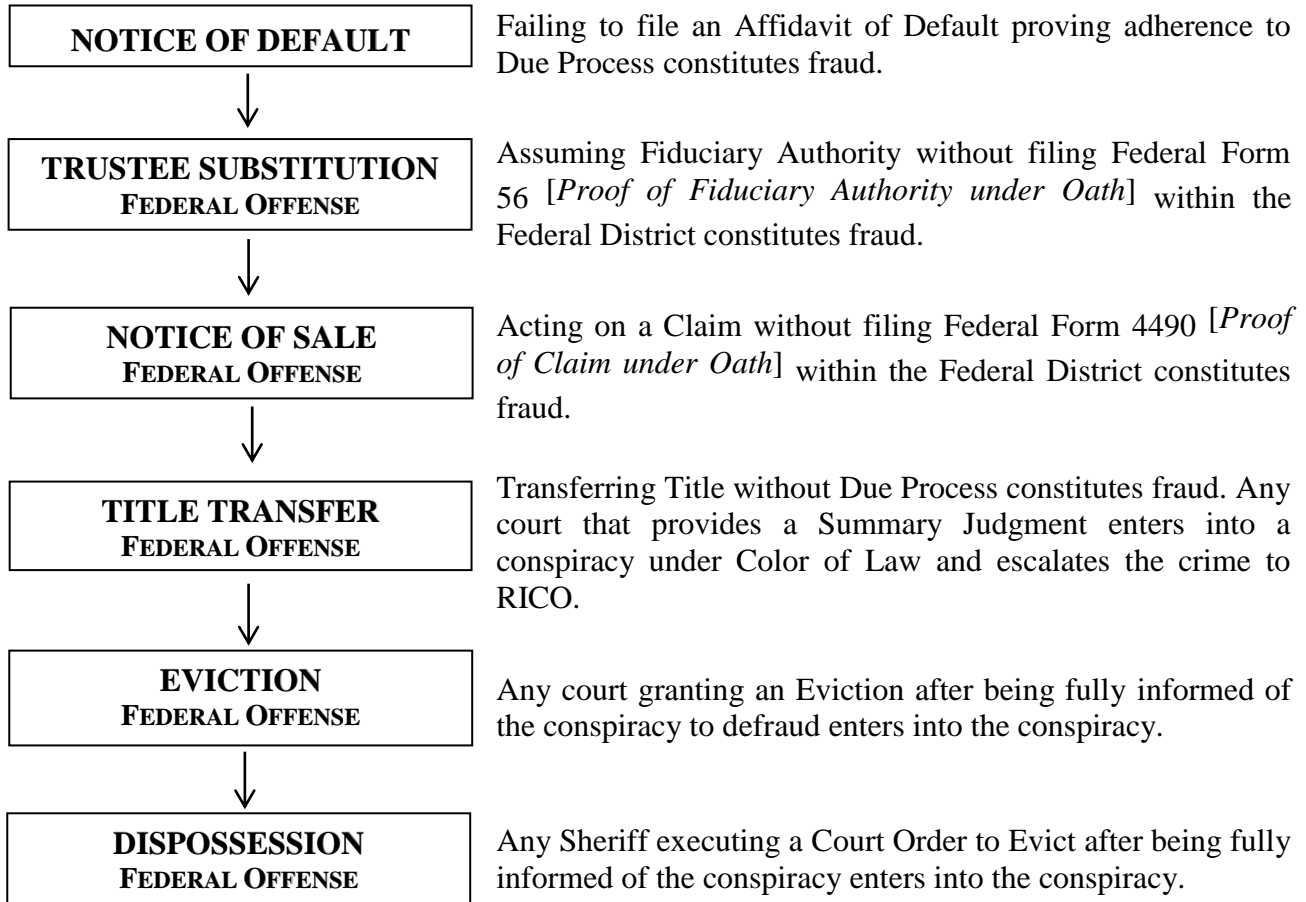
After establishing unconstitutional statutes, white-collar criminals, acting under Color of Law, devised the following "ruse" to manipulate our judicial system and our County Sheriffs so as to create an appearance of lawful acts while illegally seizing the property of their victims:

- (1) Give Notice of Default to the victim, "without judicial process";
- (2) Give Notice of Substitution of Trustee, "without judicial process";
- (3) Give Notice of Sale, "without judicial process";
- (4) Commence public auction, "without judicial process";
- (5) Use aforesaid documents to transfer title, "without judicial process";
- (6) File fraudulent eviction proceedings acting as "landlord" (using the fraudulent title) and calling the owner of the property "tenant" who owes back rent in an unsuspecting village, town or city court, "giving the appearance of judicial process"; and
- (7) File the fraudulent judgement with the County Clerk to achieve a fraudulent Eviction Order for execution by the unsuspecting Sheriff.

We the People find it apparent that most of our Constitutional Officers are ignorant as to the Law of the Land as defined in the Constitution for the United States of America, Article VI. Therefore, they are often unable to determine constitutional violations which causes Sheriffs to fall prey to the minions of the subversive BAR, in jeopardy of violating their oath and We the People in jeopardy of losing our property and Liberty to tyrants.

⁶ **TRANSFER:** To convey or remove from one place, person, etc., to another; pass or hand over from one to another; specifically to make over the possession or control of (as, to transfer a title to land); sell or give. Chappell v. State, 216 Ind. 666, 25 N.E. 2d 999, 1001.

This formal “Notification of Crimes” directs the participating courts to honor their oaths and protect the victim(s) from the following RUSE:



STATUTORY CRIMES: Under US laws, Securitized Mortgages are illegal primarily because they are fraudulent and constitute specific violations, namely:

- 1) RICO
- 2) Usury
- 3) Fraud
- 4) Conspiracy
- 5) Forgery
- 6) Robo-signing and
- 7) Antitrust law violations

The “*foreclosure crisis*” is a complex, interconnected series of state-sponsored crimes involving the following steps:

- 1) The mortgage or tax burden is created.
- 2) The mortgage is sold to an investor.


- 3) The mortgage or tax burden payments are loaded onto an international PONZI scheme a/k/a “*mortgage securitization*”.
- 4) Compliant judges in state and county courts look the other way, or, provide Summary Proceedings while:
 - a. Mortgage companies conceal the fact that the notes and assignments were never delivered to the MBS Trusts [Mortgage-Backed Securities Trusts] while the mortgage companies disseminate false and misleading statements to the investors and the United States Government.
 - b. Mortgage companies pursue foreclosure actions using false and fabricated documents, particularly mortgage assignments. The mortgage companies use Robo-signing on thousands of documents each week with no review or knowledge of the contents of the documents; thus, creating forged mortgage assignments with fraudulent titles in order to proceed with foreclosures.
 - c. Mortgage companies have used these fraudulent mortgage assignments to conceal over 1,400 MBS Trusts, each with mortgages valued over \$1 billion, which are missing critical documents; namely, mortgage assignments which are required to have been delivered to the Trusts at the inception of the Trust.
 - d. Without lawfully executed mortgage assignments, the value of the mortgages and notes held by the Trusts is impaired; effective assignments are necessary for the Trust to foreclose on its assets in the event of mortgage defaults; and the Trusts do not hold good title to the loans and mortgages that investors have been told are secured notes.
 - e. Mortgage assignments are prepared with forged signatures of individuals signing as grantors; and forged signatures of individuals signing as witnesses and Notaries.
 - f. Mortgage assignments are prepared with forged signatures of individuals signing as corporate officers for banks and mortgage companies that have never employed said individuals and corporate officers.
 - g. Mortgage assignments are prepared and signed by individuals as corporate officers of mortgage companies that have been dissolved by bankruptcy years prior to the assignment.
 - h. Mortgage assignments are prepared with purported effective dates unrelated to the date of any actual or attempted transfer; and, in the case of Trusts, with purported effective dates years after the closing date of the Trusts.
 - i. Mortgage assignments are prepared on behalf of grantors who had never themselves acquired ownership of the mortgages and notes by a valid transfer;

and, such mortgage assignments include numerous ones where the grantor was identified as *“Bogus Assignee for Intervening Assignments”*.

- j. Mortgage assignments are notarized by Notaries who never witness the signatures they notarize.
- k. The MBS Trusts, and their trustees, depositors and servicing companies, further misrepresent to the public the assets of the Trusts; and, issue false statements in their Prospectuses and Certifications of Compliance.
- l. Securitization violates usury laws in that the resulting effective interest rate typically exceeds legally-allowable rates set by State Usury Laws.
- m. All *“True-Sale”*, *“Disguised-Loan”* and *“Assignment”* securitizations are essentially tax-evasion schemes. In the United States, the applicable tax-evasion statute is the United States Internal Revenue Code, Section 7201 which reads as follows: *“Any person [corporation] who willfully attempts in any manner to evade or defeat any tax imposed by this title, or the payment thereof, shall, in addition to other penalties provided by law, be guilty of a felony; and, upon conviction thereof, shall be fined not more than \$500,000; or, imprisoned not more than 5 years; or, both; together with the costs of prosecution.”*
- n. Securitization undermines the United States Federal Bankruptcy Policy because it is used in lieu of secured financing as a means of avoiding certain Bankruptcy Law Restrictions. The origins of securitization in the United States can be traced directly to efforts by banks and financial institutions to avoid Bankruptcy Law Restrictions.
- o. Securitization constitutes a violation of Federal RICO Section 1341: Mail Fraud; Section 1343: Wire Fraud; Section 1344: Financial Institution Fraud; Section 1957: Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity; and Section 1952: Racketeering.

SEAL

June 7, 2017



Grand Jury Foreman
Sureties of the Peace