|  |
| --- |
| --- On **Sat, 12/18/10, Ralph Kermit Winterrowd 2nd *<***[***ralph@jusbelli.com***](mailto:ralph@jusbelli.com)***>*** wrote:  From: Ralph Kermit Winterrowd 2nd <[ralph@jusbelli.com](mailto:ralph@jusbelli.com)> Subject: Ralph Winterrowd Show Transcript - Jean Keating - Dec. 12, 2010 To:  Date: Saturday, December 18, 2010, 11:55 AM  Thanks again to the party that took the time to do this transcription.  Ralph  Ralph Winterowd Interviews Jean Keating –  December 12, 2010      [Ralph]            Ok, we’re back from break here and we’ve had a couple callers calling in and be sure to call back. I want give Jean Keating here a little bit of a platform air time—he’s our guest. Then I really want to take the callers. I’ve got some interesting caller’s information here coming but let’s bring Jean Keating on. Are you there?    [Jean]               Yeah, I’m here—go ahead.    [Ralph]            Just give us a real brief description of your background here and then we’re going to head off into mortgage land and the land of fraud and nod here.    [Jean]               Ok, I’ve been fighting foreclosures for fifteen years. I have a degree from Hastings School of Law and commercial banking law and uniform commercial law—from Hastings School of Law in  San Francisco . I graduated suma cum laude which is the straight A average. I know the uniform commercial code inside and out. I know contract law, trust law, accounting and tax law. And you have to know all four of those areas and the reason you do is under 2-104 you’re considered a merchant at law because you use commercial paper.    [Ralph]            That’s the UCC you’re talking about when you give those…    [Jean]               Yes, that’s the Uniform Commercial Code and you go to Cornell Law and you could download the Uniform Commercial Code and they have the ULA which is the uniform laws annotated. The….convention on international bills of exchange and promissory notes preempts Article Three of the Uniform Commercial Code because it was promulgated under the United Nations. This was done in 1970. You use commercial paper, if you have a bank account and you write checks, drafts—checks, they call them drafts. That’s why in 3-104e when you give them the note, if it’s a note they can treat it as a liability instrument or they can treat it as a draft. And if they endorse it on the back pay to the order of, that’s a commercial draft. And if you deposit that in a bank account it becomes the equivalent of cash or money under 1813L1 of Title 12.   …., that’s why I’m telling you, you have to know accounting. FASB, the Financial Accounting Standard Board, number 95, statement of cash flow.  …treat it as a note, it’s cash.    [Ralph]            Let me interrupt here. When you’re talking about 12, you’re talking about 12 United States Code Sections—right?    [Jean]               Yes, Title 12 which is the banking. That’s where the National Currency or National Bank Act of  March 3, 1864  was codified. It’s in Title 12, Section 24, Paragraph 7. And it says that they can loan money, not credit. Go to Title 12, Section 24, Paragraph 7. It says, powers of National Banking Association. That’s where your National Bank Act or National Currency Act was codified to. And it tells you that in Paragraph 7 of Section 24 of Title 12 that banks can only loan money, not credit. And if you read your credit application it says that they’re loaning you credit. Now, if you go into 226.23 of TILA, Truth in Lending Act or Regulation Z. I recommend you go into the electronic Code of Federal Regulations. That’s the electronic version and it’s on-line. You can download it off the internet. Go to 226.23, Right to Rescind. Now, it will tell you in there that it doesn’t apply to mortgage loan transactions. And the reason it doesn’t is because they can’t loan credit. But if you go down to Section H it says, when a loan goes into foreclosure—and a lot of you are in foreclosure—you could rescind the loan transaction. Now, here’s where the trick comes in. There’s two grounds for doing a rescission of a mortgage loan transaction. Number One is if there was no mortgage broker fee charged. They always charge you a mortgage broker fee because it’s an investment contract. That’s why there’s a broker. The word, broke, comes from the word, bankrupt. That’s why they have brokers after 1933. A broker means somebody that’s broke. And what they did is everything in ’33, that’s why they registered the birth certificate, because your legal state, that all-capital-letter name is the legal estate and that’s the creditor. That’s where all the money comes from. And if you read publication 950 you have a 3,500,000 of the Internal Revenue Service, you have a $3,500,000 exclusion or unified tax credit. And if you know anything about corporations they use tax credit as money to borrow money from banks. They put the tax credit up as the collateral for a loan, for a home equity line of credit. Well, that’s what you’re doing when you do these loans. They’re using your exclusion because you’re not using it. The unified tax credit is abandoned property if you don’t claim it and you’re not claiming it because you don’t know it exists.    [Ralph]            Ok, let’s stop right there. Most of us that have ever had a loan, we have something called a mortgage, we have something called a promissory note. Now, what is actually transposing with this deed of trust, what actually is going on there is it a…type contract where we do a confession of judgment in there? What really is a deed of trust and what really is a promissory note? First of all, we got to get that so that the listeners and myself understand what we just did. What did we do?    [Jean]               Well, what you did in substance and not in form. In form is the mortgage loan transaction. Under economical reality—you should *SEC v. Howey*.    [Ralph]            You have the case cite for that, the case you’re citing?    [Jean]               Let me give you the case on it. This is on the internet and it tells you that a security is an investment contract. And what you’re dealing in is a security and not a promissory note. What’s the difference between a promissory note—ok, here’s the cite. It’s 328  US  293 and that’s volume 328, US Reports, page 293. The name of the case is SEC. It means Securities Exchange Commission v. Howey.    [Ralph]            What’s the year on that, by the way?    [Jean]               It’s a 1946 US Supreme Court decision. And I had cases clear up to 2010. What you’re dealing in is not a mortgage loan, it’s an investment contract. What’s the proof of that? I can prove this as a matter or law. And what’s the proof? All of your mortgage payments are going to the investors under a pooling and servicing agreement as cash flow claims. They’re using them as cash flow claims to pay the investors. That’s why  California  passed 2923.6 into the California Civil Code.   …try to do a loan modification, that’s to protect the investment contract that you’re involved in as an undisclosed third party under the statute of frauds. That’s why you have to raise the statute of frauds because it’s evidentiary and if you don’t waive it at the trial court level you waive it. You cannot be made a party to a contract unless it’s memorialized or subscribed to by you. But if you don’t raise the issue, you waive it.    [Ralph]            Ok, let’s get back to the deed of trust. What is that actual deed of trust in? Is it a security investment or is it the promissory note that’s the security investment or both of them together?    [Jean]               The deed of trust is a security and when it’s in the hands of a third party and it says that and I can document that, and it’s on the Securities Handbook of 1933 which I have a copy of. It says, a deed of trust in the hands of a third party managed by the hands of a third party is a security.    [Ralph]            Is that on the internet or available at homepage or do you sell it or what?    [Jean]               I have it on my other computer in the other room and I haven’t looked at it because we just moved down here and I’ve got the computer set up but it’s in the Securities Handbook. So a deed of trust is a security. And let me tell you what these county recorders are doing and this is all being done at the county level. They’re taking your deed of trust which you signed and registered, they’re charging you an ad valorem tax. They take the ad valorem tax which is the property tax that you pay on the property because what you’re doing is you’re a tenant and they’re the landlord because you registered the deed. So you have a lease agreement. Landlord—you have a periodic tenancy. And so what they’re doing is charging you an ad valorem tax for the rental of the property under a lease agreement. You are a periodic tenancy subject to the…  That’s why they charge you property tax. You’re renting the property. If you don’t pay the property tax they sell the property and foreclose on it.    [Ralph]            We’re talking about when you register your deed of trust there’s a landlord type of arrangement where they can charge us an ad valorem tax.    [Jean]               They take the ad valorem tax and they use it to buy mortgage-backed securities. So you’re property had a mortgage on it before you ever got involved in a loan transaction. The county did this. The counties are doing this. I can take you into any state and prove to you that that’s what they’re doing. I don’t care who it is. If you’ve got a recorded deed of trust you donated the property to the county and they’re using it, they’re taxing you as ad valorem tax under a trust and they’re charging you the ad valorem tax and then they use the revenue to buy mortgage-backed securities.    [Ralph]            Let me ask you this, let me stop you, right here. There is possession, there is right of possession which is to possess somebody else’s property, a tenant, if you will, trustee and then there is the right of property, the thing. The people, the entity, the person that owns the right of property is the only one that can charge duties, fees, ad valorem tax. So the question becomes how did they get my right of property. Did I by the deed of trust unknowingly donate the actual property to the county?    [Jean]               Yes. That’s what alienation means. Go read insinuation under the civil law. I’m going to read to you—let me read this to you. This is under…  This is under…of the institutes of law. Let me…to you so I don’t misquote it. I brought this up to an attorney and he went ballistic on me. And I talked to a high powered law firm in  Ohio . I went in there and told them, I said, ‘we don’t own the property, the county does.’ And he admitted that I was right. When you put property into a trust the trust owns the property.    [Ralph]            The question becomes, they have to disclose to us that I am surrendering, I am giving, donating, my right of property, the thing, to somebody. How do they accomplish that and where’s it disclosed?    [Jean]               Well, they don’t disclose that to you. That’s why the donor has the…   See, somewhere along the line you have to—the donor which is what you’re doing—has the right under—this is called the Holder of the Power of Appointment Act that was passed in 1951. And it’s codified at Title 26, Section 2038, 2041 and 2514 of  Title 26. You have the power of appointment. Now, what does that mean? **You can remove the registrar or the county recorder as the trustee over your property. You can appoint yourself as the trustee and fire him.** But you’re not doing that. See, this is what Hoonah[sp?] teaches. Go get the books, *Zero Limits*, by Dr. Hu Linn[sp?]. You have to assume responsibility for what you’re doing even if they don’t disclose it. You can’t lay everything onto them. You’re responsible for what you do whether you know what you’re doing or not. **Go get the book, *Zero Limits*and read it and tell me I’m wrong.**    [Ralph]            That’s called *Zero Limits?*    [Jean]               *Zero Limits*and he teaches that what you do is you store up the information and data in your memory center and everything that you experience on the outside comes from the information and the data that’s in your memory center. I’ll compare it to a virus on a computer. You’re a biological internet or a biological hard drive, your DNA and RNA. I have an experiment that  Israel  did that proves this. You store up, you process the information and the data at three levels, conscious, subconscious, and super-conscious whether you’re aware of it or not. And so you’re processing this data which you store up in the memory and your outside reality comes from the information and the data that’s stored up in your memory center. Just like on a computer, when you get a virus, adware or malware on your computer {you shoot the computer and put it out of its misery} and when you clean all that adware out, malware and virus off of the hard drive {unless it destroys the hard drive which it can do} the computer functions normally. Well, it’s the same thing with your body. When you clean out the memory center and how you do that, you say, ‘I love you, I forgive you, I thank you, I’m sorry.’ Just keep saying those four—I say that 150 to 200 times a day. What that does is it cleans out the memory center and you go to a zero state…  In meditation they call that nirvana.    [Ralph]            Let me get back to the common law. The common law is where our inalienable rights—we adopted the English common law and it says unequivocally there is possession, right of possession, right of property. Your right of property is the thing. I’m interested in understanding the commercial nonsense that they’re tricking me in and that I am going…    [Jean]               …under commercial law rights mean remedies. Go look at 1-201. Rights are remedies. And **what everybody’s doing when they go into these commercial courts is they’re waiving their remedies**.    [Ralph]            Ok, could I go into that court and I say, ‘look, I don’t want to do your commercial nonsense. I want to exit and get back to the real constitutional courts, the real common law.    [Jean]               Let me tell you something about these courts.    [Ralph]            How did I donate my right of property to the county or to the bank?    [Jean]               By registering the deed.    [Ralph]            In the deed of trust?    [Jean]               Deed of trust.    [Ralph]            It doesn’t say that in…    [Jean]               In the deed of trust, even if they don’t refer to it, they call it property, not land. **There’s a big difference between land and property**. The property description is the township, range and lot number which is in your original land patent. The metes and boundaries is length and direction. It’ll say, 220 feet, northwest or southwest or southeast, that’s your metes and boundaries which is your common law. That’s your common law description of land, not property. You’re not dealing in property, you’re dealing in land. That’s why in the early stages of all the states they had land courts and land courts settled disputes over title. And what they did is when  they did the Constitution they didn’t eliminate the land courts, they covered them up {and they’ve been covering up everything ever since} so nobody knows where the land court is. The land court is your probate court. If you read your original constitutions that were passed in the early 1900s and late 1800s—in  California  it’s the Constitution of 1849. They referred to the county courts and it refers to—they’re called surrogate courts. One county court and one county judge was appointed to the probate court. So what they’re doing is covering up that you’re in a probate court. And so what happens is you don’t know that they’re probating your estate so you don’t do what’s proper when you’re in a probate. And I have some early cases that tell you what you need to do is get an abstract of title. I was told two things—there’s a company and you can get this off the internet—it’s called the American Title Association and I’ll give you the address and phone number and you can call them and tell them you want to know who holds the abstract of title. And the reason you want the abstract of title is because that will tell you that the loan was paid off at closing under a…and satisfaction which is ~3-311 of the Uniform Commercial Code. And they’re hiding this from you.    [Ralph]            Ok, so because they use the word, property, and they describe it with lots. I have lost my right of property and I…    [Jean]               …and range number. The metes and boundaries is distance and direction and they incorporated that into the range, lot and township number which is a military venue. The reason it’s a military venue is because in the early 1800s they gave land patents to all the soldiers that were fighting the South in the Civil War. The North did that. Jeanral Grant did that. That’s where all the grants and land patents originated was from Jeanral Grant. That’s why they call it a land grant. The grant came from the word, grant, Jeanral Grant. {Just think, if circumstances had been a little bit different it might have been called a land Hooker after Jeanral Hooker.} This law comes from the Crown because the Crown owned all this property and under Jay’s[?] Treaty the Confederate States never paid the Crown for the property that they bought. All the land that they bought under the Articles of Confederation under Jay’s[?] Treaty, that’s why they passed the Supremacy Clause under Article 6, Section 2. The Confederate States never paid the Crown for the property that they bought.    [Ralph]            Ok, so let’s get back to the deed of trust. Is property a good word or a bad word?    [Jean]               Bad. Use land. Use the word, land, not property.    [Ralph]            And land should be described with metes and bounds?    [Jean]               Metes and boundaries which is distance and direction. {polar coordinates?}    [Ralph]            And property is lot, block and all that stuff?    [Jean]                Lot , township and range number which is in the land patent. What you do is you bring yourself under a military venue when you do that.    [Ralph]            By using the word, property?    [Jean]               By using the word, property. Do not refer to it as property. Call it land. It’s semantics but that’s what it is. It’s semantical.    [Ralph]            Ok, so by using the word, property, then we have hidden in that we are surrendering our right or we’re donating our right of property to whomever is involved in this trust—is that what we’re doing?    [Jean]               No, you’re relinquishing or donating the land to the state which has a right-of-way by description. Here’s what we did. We took the original deed of trust, brought a surveyor out. The surveyor surveyed the property and he gave us the metes and boundaries and the surveyor knows exactly what you’re talking about which is distance and direction. There’s a book on the internet on metes and boundaries. You should buy it and read it and you’ll find out I’m telling you the truth.    [Ralph]            And what’s it called?    [Jean]               We took the metes and boundaries and re-did the deed of trust and re-registered and they took our property off the tax rolls. We don’t pay property taxes anymore.    [Ralph]            Ok, what is the name of this book?    [Jean]               *The Metes and Boundaries.*    [Ralph]            That is the name of the book?    [Jean]               I have the book—I have my own law library so I have about 10,000 books. I have the book.    [Ralph]            So, what you’re telling me is if I understand this, they are hoodwinking us by signing the deed of trust using the word, property, and we unknowingly and unwittingly are donating the right of property so therefore whoever owns the right of property can tax that right to do duties and fees, ad valorem tax or whatever they feel like to use their land. We’re actually donating the land to them under the word, property?    [Jean]               Yes, that’s exactly right, that’s what you’re doing and I can prove it. It’s not my opinion, I can prove it. That’s why this guy, he’s an associate professor at the State University of Ohio, he said, ‘I can’t handle you anymore.’ He got so mad. I mean, he’s eighty years old and he went airborne on me. He asked me to leave his office. He kicked me out of their office because I was exposing the fraud.    [Ralph]            Ok. So, say I have a deed of trust with the bank. Can I re-file a new deed of trust using metes and bounds?    [Jean]               Yes, that’s what we did. If you use the metes and boundaries you don’t even have to record it. If you have the deed of trust and the metes and boundaries you’re the owner of the land, not the property.  The State owns the property but you own the land. That’s the difference.    [Ralph]            Ok. And, again, the land is the right of property.    [Jean]               Right, that’s why they call them land courts. They didn’t call them property courts, they called them land courts. Go into your early constitutions.    [Ralph]            Ok, so what is the property then if they’re not dealing in land court? If I use the word, property then I have already lost the right of property so what I’m doing in there is I’m getting around arguing about a landlord…    [Jean]               You’re a landlord/tenant relationship under a lease agreement which is like the property description is. And that’s the range number, lot number and township number. Go read your deed of trust if you don’t believe me. And that’s what they use in land patents, that’s why you do not want to use land patents because that’s a privilege. And what are all privileges? What are all grants and privileges from the Crown? {They’re land Hookers?}    [Ralph]            Well, my understanding—I’ve looked up some of this is if you use a land patent from the  United States  it says that they are giving you allodial title withholding only a certain amount. You’re getting the right of possession, possession and right of property. That’s not right?    [Jean]               Yeah, right of property, **not land**. Any time the government gives you a grant, isn’t that a privilege? It’s not a right?    [Ralph]            Are you telling me that the right of property is a bad word?    [Jean]               Yes. Use the word, land. They’re not giving you land, they’re giving you property. What is the land? Land is the metes and boundaries. The property is the range number, the lot number, and the township number which comes from the land patent. That’s a property description, not a land description. Under the common law they use metes and boundaries. Go get the book and read it. I’ve already….    [Ralph]            Well, I’ve just going to look here while we’re talking here because I happen to have one and I thought it was all metes and bounds. When they did the land patent it was in metes and bounds. There wasn’t any lots or anything involved with it.    [Jean]               There’s a lot number, a range number…  You know who Carol Landi[sp?] is?    [Ralph]            No, I do not.    [Jean]               She writes for Acres Magazine. She’s one of my students. I was teaching this back in 1960. Land patents are privileges, grants from the Crown, not common law. **You do not have allodial title under a land patent**.    [Ralph]            Ok, well then how does one establish that you have all of the issues of the…   My understanding is you had to have all three parts, possession, right of possession, right of property, and then you have a perfect—that’s allodial and nobody can touch you.    [Jean]               Here’s how you do it and you need to read the Carrigan case, Nancy Carigan case. I’ve got it on my…  What you do is you bring a surveyor out there. Tell him you want a metes and boundaries description of you property, the surveyor. Tell him you want an abstract of title showing the metes and boundaries. Then you go into the land court and do a quiet title and you publish it in a newspaper. And if nobody comes in there and disputes your title you have allodial title to the land, not the property. Get rid of this word, property. Start using land.    [Ralph]            Amazing.    [Jean]               Yeah, what does the Bible say? 8 John,  8:24 ? Know the truth and the truth will set you free. …they took the land off of the property rolls because we got rid of the right-of-way that the State has to the property by doing that. Now, they don’t have a lease agreement with us. Now, you have allodial title to the property and they can’t tax it.    [Ralph]            And they can’t do anything with it, then?    [Jean]               Yeah, what’s your first clue?    [Ralph]            Ok, so what you’re saying is that you get a surveyor out, get metes and bounds and then you get an abstract of title…    [Jean]               Get an abstract of title from the surveyor and you take that abstract of title into the court and you want a ruling that you are the legal title holder to the land, not the property—issues that, they’re gone, they’re history.    [Ralph]            Can this be tied to the fact—because I was looking into the Jewish Shitars that they could own land where they convoluted the issue of the English common law land and they came up with this possession, right of possession, and right of property?    [Jean]               I was the one that brought that to everybody’s attention. George had a law review article.    [Ralph]            Ok, but I don’t remember that but I was just starting back…  Here’s what I summarized, is that true that they—because under English law the king always owned the land and then he had fealty so that he could make sure that he had somebody to fight for his land. Is that not true?    [Jean]               Yes, that was done in 1066 under the Norman conquest by the Duke of Normandy.  …he made the people surrender their property and he did that through a deed of trust. It started in 1066. This has been going on since 1066 under the Norman conquest.    [Ralph]            He made them surrender not the property, he made them surrender the land.    [Jean]               Yes, the land. You got it.    [Ralph]            Ok, then is the Jewish Shitar the commercial law that’s tied into the possession, right of possession and right of property then? Is that what you’re saying?    [Jean]               Yes, absolutely.    [Ralph]            So, that’s how they took the English common law land—it’s mine and I don’t have to—there’s not three components of it, it’s all mine, the end of story.    [Jean]               Yes, you donated it to the—quit giving your property away.    [Ralph]            Quit giving the land away.    [Jean]               Quit giving the land away. What you did is you gave it away. Under divine law you’re responsible. This is the law of cause and effect. You’re responsible for what… If you read 2-104, it tells you that you’re a merchant because you, why?  And you hold yourself out to be an expert because you use commercial paper.    [Ralph]            Ok, let me ask you this. If I had possession, right of possession, and right of property, is that not allodial title?    [Jean]               Possession is not allodial title. What allodial title is, is ownership of the land and you don’t have that.    [Ralph]            Well, that’s what I’m saying, though, because a case is on absolute fee simple, absolute estate. Allodial is if you have a perfect legal title but you have to have all three parts of it, possession, right of possession and right of property then you have allodial title or absolute fee simple.    [Jean]               …the word, property—start using the word, land.    [Ralph]            Ok, but when all of those…  If what I’m understanding is true under the English common law there was land with metes and bounds. This was screwed up or changed, if you will, into three separate parts.    [Jean]               Yes.    [Ralph]            But then the question becomes if all of those three separate parts are vested in one man or woman he still, then, goes back to land and he actually owns the land. Is that not true?    [Jean]               Not under a property description. But under metes and boundaries he is.    [Ralph]            I am claiming possession, right of possession and right of property to the land.    [Jean]               To the land, not the property.    [Ralph]            Right, but then that should move me back into the English common law of just land by saying I have all three of these.    [Jean]               Right. You have land rights now but you need a judgment from a land court to make that determination and people are not doing that. You get that from the abstract of title. If you get your abstract of title—let me give you the number that you call. This is called the American Land Title Association. They’re located at  1828 L Street, Northwest, Suite 705 ,  Washington ,  D.C.  and here’s the telephone number: 202-296-3671, that’s the telephone number. Call them and tell them you want to know who holds the abstract of title on all mortgage loans. Either they do or Fanny Mae or Freddy Mac does.    [Ralph]            We need to call that number. Do they charge a fee for this?    [Jean]               Well, they may but isn’t it worth it?    [Ralph]            Oh, of course.    [Jean]               …**abstract of title would show? It’ll show that the loan was paid for in full at closing.**    [Ralph]            Interesting.    [Jean]               Did you know that the title insurance companies guarantee title and if there’s a defect in the title they’re liable to the borrower and the lender—did you know that? And did you know that there’s an errors and omissions insurance policy also? Did you know that under 2607a of Title 12 which is RESPA, Real Estate Settlements Procedures Act, they cannot receive a kickback for value from a mortgage loan, from a federally funded mortgage loan?    [Ralph]            Who can’t get a kickback?    [Jean]               …which you can file—they have a form for doing that.    [Ralph]            Who doesn’t get a kickback?    [Jean]               The servicing companies, the lender. I don’t care who you call them,…servicing company, lender, they’re the ones that claim that they originated the loan. They’re receiving a kickback under an investment contract. That’s illegal under RESPA. Go read it.    [Ralph]            Ok, so let me give you a scenario here. This is a deed of trust. An  Arizona  corporation supposedly supplied the money, if you will, that’s the person that’s involved in the promissory note. A person does a deed of trust. Next thing you know Bank of America is involved and it’s being passed around the country wide and God knows who, what happened to Arizona Corporation, the initial one, with the promissory note? How did they get out of this mess?    [Jean]               Well, the money didn’t come from them. The actual originator of the first payment order was the borrower. So there’s a undisclosed third-party contract under the statute of frauds between the investor and the borrower. So the borrower is the creditor because he put up the security for the loan.    [Ralph]            Identify all these people so we understand what’s going on here. You’re using these words. Who are all these people?    [Jean]               Ok, the investor is the…  When they do an investment contract they have what they call… They get all these investors and they get security underwriters who underwrite the investors and if you go to SIMFA, go to their website, they’re identified as 300 companies out of  Zurich ,  Switzerland . They’re called security underwriters. They underwrite the investors who put up the capital under the pooling and servicing agreement which you never see because it’s in the B5 prospectus which is filed with the Securities Exchange Commission. I have a thousand of these on my computer and they call it a 424B5 prospectus which is a Rule 424B5 prospectus. And it’s an S3 registration statement. And what they do before they register these securities, they do what they call a tombstone. And that’s an advertisement in a newspaper and it’s got a black border on it. That’s why they call it the tombstone and it’s done in red letters. They have a black border with red letters. They call that a red herring. {end of first hour 2nd hour to come}    [Ralph]            First of all, Robert in  Texas , you got a question for Jean?    [Robert]           Yes sir, I do and good evening, gentlemen. I own several pieces of what we call real property in  Texas . It doesn’t list it as land and I’ve been listening to the conversation—I’ve missed part of it—but all my property is listed as metes and bounds, not lot, block, like in a subdivision. But it does list it, I would say, in the larger countywide track…like a…league on the abstracts which would be in a tract in that nature. But I’m trying to understand how I would go about being that I already have all of my property in metes and bounds…abstract of title    [Jean]               …location and direction. Direction and length is what metes and boundaries is. It doesn’t have a range number, a lot number. If you read your deed of trust there’s a township, lot number and range number.    [Robert]           No, that’s not what I have, sir. I don’t have a range number or a lot number. It’s a warrantee deed…    [Jean]               I’m not talking about it. I’m talking about the deed of trust on a mortgage loan. It’s designated in range, township and lot number.    [Robert]           Ok, so you’re not talking about any land, you’re talking about only a mortgage.    [Jean]               Yeah, that’s your property description, not your land description.    [Robert]           I don’t have a mortgage, sir.    [Jean]               Your land description is in metes and boundaries.    [Robert]           I do not own a mortgage.    [Jean]               …distinguish between land and property. You’re dealing in property on a mortgage not land. That’s why they take the house because what is the house? It’s a fixture. Why? Because it’s attached to the land.    [Robert]           I guess I’m asking a different question, then, sir. I’m asking about land itself, not with a  home sitting on it as a mortgage. I’m talking about real property…    [Jean]               The land is the fixture—it’s attached to the land. It’s a fixture under the Uniform Commercial Code. So when they take your land or property they take house, don’t they? They don’t say, ‘well, you can stay in the house and we’ll just take your land,’ but they foreclose on you, they kick you out of your house, don’t they? Tell me they don’t do that.    [Robert]           You’d probably be correct if you were talking to someone that had a home, real property, real estate. In Texas  it’s called real estate if it’s a house but real property is the land itself. I’m trying to get about asking you a question about the land itself.    [Jean]               Land is not property.    [Robert]           But they still tax it.    [Jean]               Land is described in metes and boundaries, not…    [Ralph]            How do you exercise that you just own land, is that correct?    [Robert]           Correct.    [Jean]               You need to get the abstract of title. It would show that the loan was paid off at closing. You have that court in satisfaction so then you can get a release of lien and a re-conveyance. In 2941.7 of the California Civil Code it says that the lender or the beneficiary cannot be located the trustee has to give you a release of lien and a re-conveyance if you file the affidavit. They actually give you the affidavit that you have to file and you can use a bond. You can record a bond and in thirty days they have to give you the release of lien and re-conveyance because there’s no lender. That’s because there was never a mortgage loan and the abstract of title will identify that. That’s why they never show you the abstract of title. The abstract of title is held by Freddy Mac or Fanny Mae and the American Title Association will tell you who has the abstract of title. Get it, then you can prove title to the land.    [Ralph]            Ok. And whoever has the abstract of title, what does that show that they have? They have the land?    [Jean]               It lists all liens and encumbrances on the property.    [Robert]           There are zero liens and encumbrances. It’s free land. It’s been owned in my family for a hundred years.    [Jean]               Well, the abstract of title will show that.    [Robert]           I don’t think Freddy Mac and Fanny Mae existed a hundred years ago, sir.    [Ralph]            Ok, so then when you get the abstract of title, Jean, then what do you do…    [Jean]               We’re not talking about a hundred years ago. We’re talking about now.    [Ralph]            Ok, but what do you do with the abstract of title?    [Jean]               Well, you can use that to prove that you own the land. Do a quiet title action in a land court.    [Ralph]            Ok, so now you have this and you go to a land court. You have to find a land court which probably doesn’t exist right now.    [Jean]               Oh yeah, it does, it’s the probate court because land is a probate issue under estate law.    [Ralph]            Ok, so I’m going to take this abstract of title and what am I going to do? Go into a probate court and do what?    [Jean]               Do a quiet title action. That’s why you need the abstract of title or either that or you can get a surveyor to come out and do an abstract of title on the metes and boundaries. Then you submit that to the court on a petition, to the land court, and ask them for a declaratory judgment. That’s what you’re doing. You’re doing a quiet title to show proof of title and ownership of the land—not property. And the abstract of title confers title and ownership of your land under common law.    [Ralph]            Ok, and then that should be done in the state court, not in the federal court?    [Jean]               Yes.    [Robert]           What about a county court?    [Jean]               That’s a county court, that’s what the county courts were.    [Robert]           I understand what probate court is because I’ve been through probate.    [Jean]               That’s what they’re doing is probating your estate and you’re not identifying yourself as the beneficiary and the heir to the estate so it’s abandoned property. So the judge does a constructive trust in equity to give reimbursement and restitution to the plaintiff and they make you the trustee. What’s the object of a trustee under trust law? To give reimbursement and restitution to the plaintiff who is appointed the beneficiary under this constructive trust in equity and you could stop that whole thing. This is going on without you even knowing it.    [Robert]           Well, I don’t understand what the abstract of title is unless it’s a different type of document other than what a warrantee would be.    [Jean]               The abstract of title shows any liens or encumbrances on the property and it will show that you own the property, that the alleged loan that you got into at closing was satisfied at closing.    [Robert]           There is no loan.    [Ralph]            Ok, but what this would do then, that would prove it and you could take that document or you go get it surveyed metes and bounds, go into quiet title and once they rule on the quiet title that land is yours—end of story.    [Jean]               Yep, end of story. The abstract of title proves that there never was a loan.    [Ralph]            Ok, Robert, why don’t you do that and then get back to me. You have my e-mail address and we’ll address that. Why don’t you find out what the abstract of title does, what it shows.    [Robert]           Well, I’ll have to find out how to get one first, but I’ve got enough information that I’m going to work forward and thank you, gentlemen, very much.    [Ralph]            Yeah, there’s a number to call. He gave the number out to call, (This is called the American Land Title Association. They’re located at  1828 L Street, Northwest, Suite 705 ,  Washington ,  D.C.  and here’s the telephone number: 202-296-3671, that’s the telephone number. Call them and tell them you want to know who holds the abstract of title on all mortgage loans. Either they do or Fanny Mae or Freddy Mac does.)    [Robert]           I don’t think that’s quite what—his answer to what they give was that it would belong to somebody else. Does that particular number—if I give them metes and bounds and an exact description of my property…?    [Jean]               Ask them who holds the abstract of title on the mortgage loan.    [Robert]           There is no mortgage loan.    [Jean]               Yeah, but you’re not listening. **The abstract of title proves that there never was a loan.**    [Ralph]            So then, you can take that document and file that into court to quiet title the land.    [Jean]               That means you own the land. The mortgage company doesn’t have a lien interest on it because the loan was satisfied at closing, what you call the loan. **It proves that there never was a loan at closing**. You don’t even need to get into that. You want to show title and ownership of the land. They’re kicking you out because you  abandoned the property.    [Robert]           I’m thinking we’re going around in a circle here because the bottom line, if I’m understanding this, is there was no mortgage. All that would prove that the land is still back with him.    [Jean]               Well, it is, but if you go read the 1099A and the 1099C, the instruction booklet, abandonment, a relinquishment of right, title, it says in the deed of trust, if you read it, I hereby transfer all right, title and interest in the below described property to the lender.    [Robert]           Well, if I understand what he’s saying, there never was a deed of trust, the mortgage to begin with. It’s just been in his family all these years.    [Jean]               Well, yeah, the deed of trust says that there was a transfer of right, title and interest. If you don’t file a 1099C or a 1099A showing cancellation of – you can cancel the debt.    [Ralph]            Robert, is this true that there hasn’t ever been any deed of trust or mortgage on this land—is that what you’re saying?    [Robert]           That is correct. It’s been in my family since the 1800s.    [Jean]               Ok, but they have a document that purportedly has your signature on it. If you don’t deny the authenticity of the signature under 3308 it’s an admission that it’s your signature, that you signed it.    [Ralph]            Yeah, but, John, he’s saying that there never has been a mortgage on it so how would there be a signature unless they just made up one?    [Jean]               Well, yeah, but the judge asks you, ‘is that your signature, did you sign these loan documents?’    [Ralph]            Yeah, but he hasn’t ever signed any.    [Robert]           There is no loan.    [Jean]               Yeah, but if you would say you signed a document and they got a document with your signature on it and you admit it, that proves that there was a loan.    [Robert]           Ralph, I’m lost.    [Ralph]            Yeah, I am too. Let’s go on to the next caller here because…   The bottom line is there isn’t any there so the only thing, if I can understand this correctly, is that would be a confirmation that there is no mortgage which hasn’t existed. Then a guy could go…    [Jean]               If I take you into court and allege that owe me money and you don’t deny it, is that an admission?    [Ralph]            Yeah, but you see, we’re missing something, here, Jean. Nobody’s doing that. The bottom line is there hasn’t ever been any mortgage.    [Jean]               Sure you are. When they take you into court they take you into court. They do a UD, unlawful detainer action against you.    [Ralph]            Ok, let me ask you this, Robert, are you in any legal action with the city or the county or anybody? Let’s go to Rodney.    [Rodney]         Hello, Ralph and Jean. I have in my possession an abstract of title that my research on this property goes back to the Jesuits before there was a  United States of America . This property has never been a subject of a mortgage or loan and I was just wondering what your guest, Jean, would say as to the value of what I have in my possession.    [Jean]               You have an investment contract, not a mortgage loan. You’re using the wrong language. There never was a mortgage loan. You’re absolutely right.    [Ralph]            I’m not following here. If there’s never been anything against it how can you step in and say there’s a mortgage or any of that? I’m not following how you can make that leap.    [Jean]               I’m not making that. The mortgage company is.    [Ralph]            Yeah, but there hasn’t been a mortgage.    [Jean]               They don’t produce the note because it is an investment contract. It’s not a note, it’s a security. Who created the security? You did.    [Ralph]            Yeah, but there’s never been one on their property—that’s the issue, Jean, so there’s never one ever been created, then how could you say?    [Jean]               What do mean, there’s never been. You signed the note, didn’t you?    [Rodney]         There is no note. I received this property as a quit claim from my parents who received it as a quit claim from a contract for deeds from the previous owners who went back to 1889.    [Jean]               Ok, but we’re not talking—I’m talking about the deed of trust and the note. When you go to closing on a mortgage loan you sign a deed of trust and a note as the drawerer or maker.    [Rodney]         Define mortgage loans. Who are the parties involved in a mortgage loan?    [Jean]               Well, the lender and the borrower.    [Rodney]         The land owner is the mortgage lender?    [Jean]               No, did you have a mortgage loan on your property?    [Rodney]         You misunderstood me. I said there has never been a mortgage.    [Jean]               Answer my question, did you borrow money from a lender?    [Rodney]         No.    [Jean]               Well then, it doesn’t apply to you then.    [Rodney]         Did my parents borrow money from a lender? NO. Did the previous owners borrow money from a lender? NO. All the way back to the Jesuits before there was a  United States of America —there was no mortgage lender. I’m asking you what is the value of this abstract of title that I have in my possession?    [Ralph]            Hold that, that’s an excellent question. We have just established that there has been no deed of trust, no mortgage, no anything on this land. So, Jean, the person should do what, go to the court and get a quiet title, that’s the next step?    [Jean]               Yep, do a quiet title action and get it declared that you have title and ownership to the property.    [Ralph]            To the land.    [Jean]               To the land under the metes and boundaries but you want to get a surveyor to establish the metes and boundaries, not the property description. I’ll read you one. Here’s the metes and boundaries and you can download this off the internet. It says, ordered that all of the tract or part of the  Franklin   County  contained within the falling of limits and boundaries to whit:  Beginning of the west bank of the Sciota River, one mile on a direct line above the mouth of the roaring run from hence on a direct line to the junction of Treakle’s Creek with Darby Creek which is frequently called the Forks of Darby, thence south unto the line between the—now, they’re using direction and distance.  That’s a metes and boundaries description, not a property description. It’s a land description, not property.    [Ralph]            Ok, so all he’s got to do is make sure it’s in metes and bounds, go to the court, get a quiet title and the land…    [Jean]               You own the property. You can prove title and ownership. And if nobody comes in there and contests it you have a declaratory judgment that’s absolute estate or it cannot be defeated.    [Rodney]         I like that language, Jean. I very much like that. I’ve looked into the allodial title. Who knows how many gurus come along spouting the allodial title…    [Jean]               This is how you get allodial title to the property. It means unencumbered. There are no liens—that’s what the abstract of title establishes, liens and encumbrances. There are no liens and encumbrances on the property so there was never a loan.    [Ralph]            So, would a person also have to…    [Jean]               But you have to prove that. 1-201 or go to 1-308, presumption. Here’s what it says: The tryer of the facts shall find the facts to exist if the evidence isn’t put into the records to show a contrary finding. What are you doing with an abstract of title? You’re putting evidence in there rebutting the presumption that there was a loan on the property. You prove that there never was a loan.    [Rodney]         Ok, there’s no contest, there is no mortagee, there’s no bank, no mortagee or lender involved.    [Jean]               A person who has a loan, an alleged loan, and the lender of this company comes in, I don’t care who it is, they’re alleging that they have a lien interest and the property’s encumbered by a mortgage loan. This is how you prove that there was never a mortgage loan is by getting an abstract of title and doing a quiet title action.    [Rodney]         You bring up the lien interest. I have a federal tax lien filed against my name in the county in which this property is located. Are they required to come and defend and arbitrate their alleged interest in the property at this time?    [Jean]               You mean an IRS lien.    [Rodney]         Yes.    [Jean]               Ok—yes. If you do a metes and boundaries then they have to prove that they have a property lien, not a land lien.    [Rodney]         Ok, now, for the interest of the audience humor me, treat me like I’m ignorant. Please describe the difference between property and land, again, once more, please.    [Jean]               Ok. Property is township, range number, lot number, and it’s in your deed of trust. Sometimes they incorporate the metes and boundaries but they overlay the property description onto the metes and boundaries. That’s what gives them jurisdiction over your property. When you remove that encumbrance you have title and ownership of the land under the metes and boundaries. They can’t tax the property. You have allodial title by quiet title. That’s why you go in and do a quiet title on the metes and boundaries, not on the…    [Rodney]         Humor me and the rest of the audience, what, in fact, is the county taxing again, please?    [Jean]               The property. The township, range—go look at your deed of trust. They’re taxing the property, not the land.    [Ralph]            Yeah, but what they’re doing, if I read this, because this is in  Alaska ’s constitution. They are claiming that they own the right of property. This is the three parts of “land” that’s been changed through the three parts…    [Jean]               It’s true, they do own the property.    [Ralph]            Yeah, but they have to disclose that. The cases say that they have to tell you how they got it and that’s what they’re not doing is in this other side, this three part thing. They’re not telling us how they got the right of property.    [Jean]               Well, why are you worrying about what they have to disclose? Why don’t you just go in there and do a quiet title on the metes and boundaries, get title and ownership and why do you care what they do?    [Ralph]            Well, that’s what we’re having the show about.    [Jean]               …from court of law from a land court saying that you own the land, tell them to go fly a kite.    [Rodney]         Ok. Ralph, let me ask this gentleman about land court. How do I convene a land court and will they know exactly what I’m talking about?    [Jean]               You bet your bibby they do because if you go into your original constitution that the state—then they changed it. What they did is they covered up the land courts which are your county courts which is your probate—today it’s the probate court…    [Ralph]            Under the fed side under quiet title you can challenge the IRS lien. Those I can break.  Rodney, you have one more question here before we move on?    [Rodney]         Yeah, one more thing. On my abstract after the initial survey and legal description there’s an abstractor’s note that says probate records in the office of the circuit clerk etc, do not begin until December 1877. Now the relevance of the probate, could you touch on that one more time?    [Jean]               Ok, the word, ecclesiastical means—that’s where probate courts came from. That’s where your admiralty/maritime law came from. The ecclesiastic in the etymology dictionary means claim.    [Rodney]         So we’re talking about post Civil War.    [Jean]               Yep, post Civil War.    [Rodney]         …understands that. And, yeah, I think that wraps it up now and perhaps I’d like to Jean some other time.    [Ralph]            Yeah, we’ll give a contact number and stuff, here, for people that want to talk to him…   It sounds like we’re going to have to have Jean back on because I’ve still got more questions.    [Jean]               If you don’t lay a claim you’ve abandoned the property.    [Audrey]         Ok, I have a couple questions for you. I understand….   I have a land patent. I have no mortgage on the property whatsoever. It’s strictly a land patent only. I filed claim and did an update of assign and did the proper steps with the bureau of land management and all those good great things to get it where it needs to be. There’s been a UCC-1 or a UCC-3 put on the property and resided in the home for 63 days and then was evicted after that. If you only have a land patent would you take the steps that you’re speaking of with the abstract of title and then take it into your county land court? When we tried to fight the eviction because we were evicted under somebody else’s name, can they….    [Jean]               Why were you evicted?    [Audrey]         Well, they came with the sheriff’s deed and said that that was superior to basically the land title. I tried to file it into the court case and the judge did not honor any of the paperwork that was evicted under the other person’s name. They’ve even got it to where the other couple that was not us…    [Jean]               You went into the public side of the court.    [Audrey]         Correct.    [Jean]               You want to go into the private. I did a letter rogatory to the judge on the private side of the court and made him liable for all the taxes. Guess what he did. He dismissed the plaintiff’s claim and what he did was he put in a motion to dismiss default judgment if we didn’t show up. We made a special appearance, not a general appearance on the private side of the court, not the public side. So I made the judge liable for all the taxes by appointing him as the fiduciary trustee under the Constitution. If you’re a beneficiary to the Constitution under an expressed trust you’re an heir to the land. You’re a heir beneficiary. You’ve identified yourself with that. Now, if the judge violates his fiduciary responsibility you could make him liable. So what I did was I made him liable and he ruled in our favor. He dismissed the default judgment and dismissed the writ of possession  which is what you call an unlawful detainer.    [Audrey]         So that’s how we’d probably fight against it. So would we need to make a separate court case on this because our name’s nowhere on this court case. Still to this day the mortgage company, the real estate agent, nobody has addressed this land patent. They’ve gone around it and evicted us under the last lien holder’s name because, like I said, only a land patent was done on this. There is no loan, there’s no mortgage note, there’s any of these things because land was never to be bought or sold.    [Jean]               Ok. Were you involved in a loan transaction?    [Audrey]         No.    [Jean]               Well, who was? The previous owner?    [Audrey]         Correct.    [Jean]               Ok, how did you get the property then?    [Audrey]         Directly on a land patent. I guess, adverse possession and then what you’d want to call it.    [Jean]               Ok, were you on the property long enough?    [Audrey]         Three days and on the…    [Jean]               In order to get adverse possession you have to be on the property for more than two years or more. Why don’t you do an abstract of title to get the abstract of title on the property, take it in and get a quiet title into the land court which is probate court because this is an estate issue, not a property issue. It’s a land issue and the probe court is your county court that rules on land issues and that’s what you’re bringing up is a land issue. And what people don’t understand is that under Article 1, Section 10, no state shall impair the obligation of a contract. These courts are contract. The legal definition of a court is a place where a contract’s made. What you’re doing is contracting all your rights away. So I did a conditional acceptance to the judge on proof of claim. I made a contract with him on the private side of the court and I made him liable by doing a condition acceptance on proof of claim. I said, ‘where does company that’s coming in here get the authority to make a presentment on behalf of somebody else?’ If they don’t prove up their claim then they’re in dishonor, commercial dishonor. I put them in dishonor. Now, I can hold the judge liable because he has a fiduciary responsibility to me because I identified myself as a beneficiary and heir to the Constitution as a preamble citizen which he took an oath to uphold. He’s a public trustee.    [Ralph]            By God, have they convoluted this.    [Audrey]         So, you can get an abstract of title really quickly, let me just make sure you can get an abstract of title if you have no deed or nothing. Would you have to have it resurveyed and then get an abstract of title, is that what we need to do?    [Jean]               Right. And the surveyor gives you an abstract of title based on the metes and boundaries, not upon a property description. All these surveyors know what a metes and boundaries is.    [Audrey]         Now, would you re-update the declaration of assign again because their metes and bounds were put on that the first time but would you want to re-go through that whole…with abstract of title?    [Jean]               Yes. You want the metes and boundaries, not a property description. It’s a land description, not a property…   Get away from these land patents. That’s a property description, not a land description. The land patent contains range, township and lot number.    [Audrey]         But this one was from the Bureau of Land Management. So…    [Jean]               It doesn’t matter who it came from.  I was teaching land patents back in 1960.    [Audrey]         So, that’s still the same—I got you—ok.    [Jean]               You don’t have allodial title under a land patent because it’s a privilege, it’s a grant. All grants came from the Crown. You want to homestead it. You know how you got property in the early 1800s during the gold rush. You went out and homesteaded the property. If you homesteaded the property you could apply to the Bureau of Land Management for an ownership for an abstract of title.    [Audrey]         …on it too. Just a declaration of homestead that was put on it and recorded in the local county recorder’s office with the land patent description on it.    [Jean]               If you don’t come in there and identify, you know what they’re doing? After seven years you could be declared legally dead. Did you know that? The county courts have the authority to have you declared a decedent because you didn’t come in there and identify yourself as an heir or beneficiary to the estate. So it escheats back to the government under intestate. The estate is intestate because there’s no heir or beneficiary on the record identifying. You’re not identifying yourself as the beneficiary or heir so it escheats back to the government. The government takes control of it because you didn’t step up and identify yourself.    [Ralph]            Let me just inject, by the way, the land office of the United States closed in 1946 and they brought in the Bureau of Land Management.  Jim in  Missouri , you’re up next.    [Jim]                Jean, I appreciate the information but it’s quite a bit confusing here. I’ve got a certified copy of the original land patent.    [Jean]               Get away from land patents.    [Jim]                Well, ok, but, Jean, I just want to clarify because you made a comment very early on that this is all done during the Civil War under Grant.    [Jean]               Yeah, land grant. Land grant was a grant from the Crown…    [Jim]                Well, this was done in 1845.    [Jean]               I don’t care when it was. Any grant from the Crown is a privilege.    [Jim]                Well, so, are you calling the  United States  the Crown?    [Jean]               Yes. Do you know who the  United States  is? It’s the Virginia Company. It was chartered under King James in 1601. I have the original charter.    [Jim]                Ok. Because in looking at this, I’ve gone all through it, it’s not very complicated then it doesn’t say anything about property. All it talks about is land.    [Jean]               The range, lot number, and township number…    [Jim]                Oh yeah, they’re on there.    [Jean]               Ok, that’s a property description. Metes and boundaries was designated in distance and direction not in range, township and lot number.    [Jim]                I understand what you’re saying there, however…    [Jean]               That’s your common law. You’re going into equity. Your common law is metes and boundaries, not the land patent. Get away from land patents.  I mentioned this back in 1960…    [Jim]                I’m just trying to clarify based on the things that you’ve said and there’s just things that you’re saying that I’m not finding in here and one thing that I don’t understand, it says that this is to the heirs and assigns forever.    [Jean]               Ok, do you see a metes and boundaries description in there?    [Jim]                No, I don’t.    [Jean]               Well, that’s because it’s not a land description.    [Jim]                So it was never ever—this whole thing is false? It’s a total sham.    [Jean]               Right. Now, you’re getting the picture. That’s why people don’t own property. If you do the metes and boundaries and get a quiet title in a land court, I don’t care who comes in there, they cannot defeat it, it’s absolute estate.    [Jim]                Ralph, I just wanted to tell you because I’ve heard this from one of your previous shows with Donna. I do have a 1099A. It was actually sent from the alleged lender.    [Jean]               That means you abandoned the security that you created at closing. That’s why you got a 1099A. You didn’t make a claim, an adverse claim, under 8-102 and 8-105.    [Jim]                Ok, but I just wanted to tell Ralph, just so you know, I got it. It was sent from the bank from the alleged lender.    [Ralph]            I’d like to see one. I have never seen one.  …off the air could you scan it or fax it to me or something?    [Jim]                Yeah, I would, because the alleged lender is Federal National Mortgage.    [Jean]               Go download the instruction booklet on the 1099A and the 1099C and go to  box  1  on page 2 and read what it says.    [Jim]                I will and I’d just like to make one more comment before I get off here. I’m listening to Ed Waller and all the other…I’ve been involve with over the years. It all comes down to the same thing, where’s the disclosure? There has been no disclosure and the whole thing’s a fraud and that’s how I feel about it. I think you do too.    [Jean]               Yeah, but you have a responsibility to rebut the presumption that there’s a claim and that’s how you do it by doing a quiet title.    [Ralph]            Well, I got one in action, right now. We just filed one. We filed it based on a homestead thing but we…    [Jean]               You got to publish it in the newspaper.    [Ralph]            They already did that, it’s already done.    [Jean]               …and they can’t come in there an dispute your title.    [Jim]                Jean, how do you spell your first name?    [Jean]               J-e-a-n.    [Jim]                Oh, ok. I always thought it was Jean—sorry about that.  Anyway, I appreciate you guys…    [Jean]               Jean in French is John. Like Jean Claude van Dam.    [Jim]                Understand.    [Ralph]            Ok, next one is Steve. Did you get your question answered, Jim?    [Jim]                That’s fine—thanks.    [Ralph]            Well, ok, next one is Steve in  Buffalo ,  New York —you have a question?    [Steve]             Hey, how you doing, guys? I’m kind of new to all this. I just started listening to your show and I really appreciate everything that I have learned so far. What I’m looking at right in front of me is this Liberty Abstract of New York Incorporated. And basically it goes through the history of the land going back to the Holland Land Company and then the last thing…would be to me and my wife and it says my name, her name, and then next to it, in a separate column it says mortgage, date, acknowledge, record and it says liberty 12, whatever, and then it says, secures the amount on premise. And then below my name and her name it says to HSBC Mortgage Corporation.    [Jean]               They’re creating a presumption that there was a loan and if you don’t rebut it then it becomes factual, it becomes irrebuttable presumption.    [Steve]             Like you said, what I need to do is go get somebody to do a land survey.    [Jean]               …under a land court rebuts the presumption that they have title and ownership to the land and they cannot throw you off the land. I don’t care who they are.    [Steve]             Ok, so what I need to do is go contact a surveyor, have him come out and do a…    [Jean]               Abstract of title, he’ll issue you an abstract of title based on the metes and boundaries, not the legal description.    [Steve]             When I look further back in the abstract I can see that a few people have filed quiet titles on it, itself. It’ll say, like one person…this is the original, I got people signing it way back when. I have original signatures from the fifties and sixties on here so this is all original paperwork. Do you know what I’m saying?    [Jean]               Yeah, but what does that have to do with you?    [Steve]             One person it says right of way, one it says easement…, mortgage, warrantee deed, one says certificate of merger. These are all different.    [Jean]               Let me tell you what happened to me. I got a speeding ticket on a stretch of highway. And they told me that they’re ordering you to get a driver’s license because they’re claiming ownership of the road. I said, ‘how did you get ownership of the road?’ So I went to the Department of Transportation and pulled the deed on it and they deeded them a right-of-way, the original owners, going back to the 1800s. I brought this into court and they had the FBI and the CIA in there on a traffic ticket. And I argued they didn’t own the land. They were deeded a right-of-way. They dismissed the case. What I did is I rebutted the presumption that they own the land.    [Steve]             Ok, then you file it with the newspapers—correct? And then what do you do?    [Jean]               Publish it in the newspaper and if nobody comes in there and…   That’s what they do in admiralty. Go read something…    [Steve]             Then what do you do? What if somebody does?    [Jean]               Well, they’re not going to do it because they can’t prove ownership. It creates a presumption of ownership and if you don’t rebut the presumption then it becomes irrebuttable presumption.    [Steve]             Ok, I understand what you’re saying here. So then once that’s done what do I do then. What do you do, just stop paying on what you…?    [Jean]               Yes. There is no mortgage. Why are you paying on it.    [Steve]             I understand what you mean. Like I said, once that’s done, you stop paying and are you supposed to notify anybody?    [Jean]               Now, you’ve rebutted the presumption. Remember a presumption becomes fact if evidence doesn’t show a contrary finding—you’re not rebutting the presumption. They never prove anything –they don’t have to because they create a presumption and if you don’t rebut it then it becomes factual. You’re dealing in commercial law. That’s how commercial law operates. …abstract of title or quiet title, you rebut the presumption.    [Steve]             Ok, thank you.    [Ralph]            Let me ask you this, Jean. How many people have done what you’re talking about, abstract of title?    [Jean]               Well, most people don’t even know it.    [Ralph]            Do you know anybody that’s done it and had any success –that’s my question.    [Jean]               Well, I can show you early on that people have done this. Nobody’s done it today because most people don’t know that. You have to go into a land court to do that. Well, I know they actually killed the land offices in 1946 and started the Bureau of Land Management which is for business. Business – bureau is a business—that’s in 1946.    [Jean]               Ok, but the land court is your probate court because it’s under estate law now because it’s a birth registration.    [Ralph]            Well, I’d like to have you back on here. I don’t know commercial law. I need to know what I need to know. What I need to know, what I want to know is how to beat their butt over there and get back into the common law because these bastards—pardon my French—but they are lying to us and they’re using this obscure word nonsense here to steal our property.    [Jean]               Yes, that’s true.    [Ralph]            Or steal our land.    [Jean]               You beat them using commercial law.    [Ralph]            Well, we can beat them in commercial law but we still got to get back to the common law because that’s the only place where we exist with actual inalienable rights.    [Jean]               You know where admiralty/maritime law came from? It came from the common law.    [Ralph]            Well, I know one thing. It does not arise under the Constitution. Our inalienable rights arise under the Constitution where we give a limited delegation. Law merchant and admiralty and that has been around and it does not arise under my Constitution.    [Jean]               Ok, read Article 3, Section 2. District courts of the  United States  have original jurisdiction of all admiralty/maritime claims.    [Ralph]            I understand. Well, I’d like to have you back on because I would like to understand what a true deed of trust… these…contracts, confession of judgments, because I think that’s also when we were talking earlier this morning this is what they’re doing actually, the headless fourth branch. These agencies are coming in and making claims because we’ve already committed ourselves by some sort of a confession of judgment to where these guys are in charge of our lives.    [Jean]               That’s the power of sale in your deed of trust—that’s the confessed judgment. You gave up the right to sell the property. When it goes into the loan it goes into default. But the abstract of title defeats—now, go read Section 3, the abstract of title which is a quiet title action under common law shows that you own the property without encumbrances which proves there never was a loan. It rebuts the presumption that there was a loan. If you go read Section 3 of your deed of trust it says if there’s any defaults on any of the payments it can be paid at maturity so the lien isn’t in default. The loan is not in default until maturity—go read it.    [Ralph]            That’s what I need to do. That’s why we’re having you on the show because this is an area that I don’t have the expertise that you have. I mean, I understand regulations and agencies and that…    [Jean]               If you can pay any deficiency up at maturity how can the loan be in default, now can the loan be in default—just answer that question.    [Ralph]            Yeah. Well, we got to go and thanks for being on the show and I’m sure we’re definitely going to have you back, if you’d come back and as I always say, ‘watch out for the Federales, they’re everywhere.’ Stay safe and we’ll see you next Sunday. |