

# How To **STOP** The **FORECLOSURE** On **YOUR PROPERTY**

by D. Loren Cossak



# How To STOP The FORECLOSURE On YOUR PROPERTY

*A simple guide to save your house*

**by D. LOREN COSSAK**

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[dlcossak@gmail.com](mailto:dlcossak@gmail.com)

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***"When you or I write a check there must be sufficient funds in our account to cover the check, but when the Federal Reserve writes a check there is no bank deposit on which that check is drawn. When the Federal Reserve writes a check, it is creating money."  
-- Putting it simply, Boston Federal Reserve Bank***

***"I believe that banking institutions are more dangerous to our liberties than standing armies. Already they have raised up a monied aristocracy that has set the government at defiance. The issuing power (of money) should be taken away from the banks and restored to the people to whom it properly belongs."  
--Thomas Jefferson, U.S. President.***

## **DISCLOSURE STATEMENT**

I AM NOT AN ATTORNEY. NOTHING IN THIS BOOK IS TO BE CONSIDERED AS LEGAL ADVICE. IF YOU HAVE ANY QUESTIONS ON THE LAW, THEN YOU NEED TO SEEK THE ADVICE OF A QUALIFIED LICENSED ATTORNEY. THIS BOOK IS FOR ENTERTAINMENT PURPOSES ONLY. THE INFORMATION IN THIS BOOK COMES FROM MY PERSONAL EXPERIENCES AND RESEARCH AND I HAVE BEEN EXTREMELY ENTERTAINED BY THE PROCESSES I HAVE ENCOUNTERED.

# FORWARD

The Foreclosure of one's home is one of the most tragic events that can happen in a person and families lifetime. **The impending loss of a home can and does destroy the lives of those who are being foreclosed upon.** The process of foreclosure is designed to belittle and strip the dignity of each person in the family. The process relies upon unreasonable demands by the banks in their requirements and demands that are almost impossible to fulfill. **The process is cold and unforgiving and does not give any thought of compassion or kindness.** The process is designed to take the property as quickly as possible from the people who have worked hard and honorably in trying to fulfill their perceived responsibility. The banks count on these acts of honor in order to steal the property of those who are having a tough time in paying for the alleged loan they committed themselves to all the while being dishonorable themselves.

Having combated the banks in the foreclosure process myself, I have learned by experience how callous and deceptive the banks are and how far they will go to foreclose on a property only to resell it again and do the same thing again and again. The actions of the banks are deliberate and for only creating more wealth for themselves and their owners. **I hope by writing this book that others will be able to protect themselves from the foreclosure monster that is attacking the well being of this nation.** As of this writing foreclosures are happening in this nation at the rate of **150,000 a month.** This is absolutely incredible. Even the Federal Reserve, the main culprit behind the confiscation of America's property, is very concerned because of the amount of foreclosures in progress. **This could eventually lead to the altering of the banking system and the removal of their power as well as a transformation of government.**

There is good news, however, if you are faced with the prospect of foreclosure. The laws that the banks and Congress have tried to keep hidden over the last 75 years are coming out and becoming known. There are legal remedies that can save your home and free you from the slavery that the banks and the UNITED STATES, INC. want to keep you in.

**Remember:**

There are legal remedies that can save your home and free you from the slavery that the banks and the UNITED STATES, INC. want to keep you in.

It is my hope that this information will start you on a path of knowledge and discovery and will help you be free and free of debt. This is not a cure all for those in foreclosure. It is a series of steps that can give you breathing room against the banks' deception so that you can learn how to defend yourself and challenge their legal authority to foreclose. The banks actually don't have the legal authority to foreclose and when challenged correctly, they have to go away. When that happens, you owe nothing to them and own your home.

**Never forget:**

The banks actually do NOT have the legal authority to foreclose and when challenged correctly, they have to go away. When they finally do go away, you owe nothing to them and own your home.

**In this book I will give you areas to research so that you will gain a better understanding as to what is actually going on.** Everything in this book will be verifiable from one source or another and will allow you to be a better negotiator when dealing with the banks and courts. Yes, I did say courts. You may be faced with either suing or being sued by the bank. It's not as scary as you may think. **There are things you will be able to do that will win the day even when dealing with a dishonest judge, which many of them tend to be.**

I won't go into much of that in this book. **This book is primarily for stopping the foreclosure on your property.** I will provide samples of documents to file and explain how and why they work and why they may not work. Please keep in mind that the Courts support the fraud in the Banking system. It is the banking system's bread and butter and mainstay and they will do whatever they need to in order to keep intact their scheme to enslave the population.

**But, don't be scared, don't let them bully you into releasing your property to them.** They actually don't have much, if any, legal authority to take your property unless you allow them to. It's their practice into tricking you into allowing them to take your property. There are solutions through education and this is a good first step.

*"I have unwittingly ruined my country... We have come to be one of the worst ruled, one of the most completely controlled and dominated governments in the civilized world. No longer a government by free opinion, no longer a government by conviction and the vote of the majority, but a government by the opinion and duress of a small group of dominant men."*

*President, Woodrow Wilson*

## CHAPTER ONE

### HOW BANKING WORKS ITS LOANS

Without going into a lot of detail here I am going to give just a brief description of how the banks work when it comes to making loans and promissory notes as well as Trust Deeds. You can further research the task by reading “**Modern Money Mechanics**” published by the Federal Reserve in Chicago. It’s not being printed any longer because it gave too much information on how the banks create money but you can get a copy over the Internet. They also published “**The Two Faces of Debt**” and “**Hats the Federal Reserve Wear**” which you can still get. Also, read the “**Creature from Jekyll Island**” by G. Edward Griffin, it gives the explanation as to how the men manipulated the banking system to enslave the American population.

The Federal Reserve Bank of New York published “**The Story of Checks and Electronic Payments**” as well as The Federal Reserve of Philadelphia published “**A penny Saved**” These publications and more tell exactly how the banks work and it will give you information on how to **challenge** the loan and the **illegal actions** of the banking community. There is a very good reason the different branches of the Federal Reserve print different book. Its main reason is so you don’t actually get the whole picture as to what is going on in the banking world.

The banks act as exchangers, **what they are exchanging is a security interest (promissory note) into Federal Reserve Notes**. This is like changing Euro’s into Dollars. They are given one form of currency and

exchange it for another. The exception is the promissory note is of the same exchange rate of the Federal Reserve Note.

When you decide you need a loan to buy a house (or anything else for that matter), you negotiate a fair price for that home you want and then go to the bank requesting funds to buy that house. Many things begin to happen at this point. You fill out a loan application, you present all sorts of documentation that supports your application, you sometimes pay fee's upfront, or pay them later when the fee's become part of the alleged loan. You wait and then get an approval for a loan on certain conditions. You decide to meet those conditions, (and they can be very creative in what they ask of you) and then you meet at an Escrow Company , Title Company, Attorney or Bank for the signing of Documents.

Please understand the previous hoops the banks made you jump through are nothing but smoke and mirrors in order to trick you into thinking you are actually getting a loan. **You're not. You are exchanging one form of security for another.**

The banking system we use is found in Europe. Under this system, banks create the money or cash. **The banks, (Federal Reserve member Banks) are privately owned and do not loan their depositors money.** In this system, when the government needs cash the Banks prints up the cash needed and **loans it to the government and charges interest on the money it printed up** for the face amount of the bills and it just costs the bank for the printing, ink and paper . **So the banks are getting money for pennies on the dollar.** Printing it up, charging outrageous amounts in interest and stealing the wealth of the population by charging for something they are getting nearly for free. Every year the cost to the banks are getting less expensive because we are becoming a paperless society . That

is the exact reason banks are pushing credit cards, ATM cards and wire transfers so hard. It's all done by ledger so the cost of printing isn't a factor .

Same idea goes for bonds and promissory notes, which leads us into the next chapter.

*"...You are a den of vipers. I intend to wipe you out, and by the Eternal God I will rout you out...If people only understood the rank injustice of the money and banking system, there would be a revolution by morning."*

*-- Andrew Jackson*

*"Most Americans have no real understanding of the operation of the international money lenders. The accounts of the Federal Reserve System have never been audited. It operates outside the control of Congress and manipulates the credit of the United States" -- Sen. Barry Goldwater (Rep. AR)*

*"The financial system has been turned over to the Federal Reserve Board. That Board administers the finance system by authority of a purely profiteering group. The system is Private, conducted for the sole purpose of obtaining the greatest possible profits from the use of other people's money"*

*-- Charles A. Lindbergh Sr., 1923*

*"The Federal Reserve bank buys government bonds without one penny..."*

*-- Congressman Wright Patman, Congressional Record, Sept 30, 1941*

*"We have, in this country, one of the most corrupt institutions the world has ever known. I refer to the Federal Reserve Board. This evil institution has impoverished the people of the United States and has practically bankrupted our government. It has done this through the corrupt practices of the moneyed vultures who control it". -- Congressman Louis T. McFadden in 1932 (Rep. Pa)*

## CHAPTER 2

# THE SIGNING OF THE PROMISSORY NOTE

Ok, so you are now seated in the enemy's camp. You are probably sitting across from a person representing the Bank, Escrow Company, Title Company or Loan Company and who is a Notary. He/She brings out a stack of papers for you to sign. **You're actually suppose to read them first** but usually the person across from you just wants to get through the process as fast as possible and just gives at best a brief description as to what you are signing.

After seeing, initialing and signing dozens of different papers including, disclosure statements, waivers, settlement statements, H.U.D documents and many other acknowledgment papers you come to what is termed as a promissory note, adjustable rate mortgage note or any number of papers ending with the word **Note** and having in it a promise to pay. This document is usually 12 to 18 pages long with paragraph after paragraph of legal jargon that is enough to put any normal person to sleep after the first two pages. You are asked to initial in at least a dozen places and sign on the last page.

In this document is the terms of the alleged loan as well as the interest rate and of course what they can do to you if you decide not to pay back or are late in paying the alleged money they have lent you. It states things like who the servicing company is and that they have the right to sell the loan to another party. It lists who the Trustee and Beneficiary are in case they have to foreclose on the loan. They are even saying or implying they will be keeping the note and will be returning it upon the payment in

full of the loan. There will be a lot of stuff in that document but even more than that is **the stuff they are not disclosing** as to what they are actually going to do with that note once you've signed and given it to them. **That is where the fraud really starts.**

I use the word alleged in talking about loans and money . **The facts are that they don't loan you money.** There has not been any money in this country since 1933 when Congress enacted HJR-192, which removed gold and silver from the economy of our country. There are many opinions on this subject, which I will not go into at this time and you can find a whole host of them on the Internet. The point is we are no longer dealing with a monetary system backed by gold and silver . **We are using promissory notes.** And those notes are **backed by the labor and taxability of that labor** which is **collateral** for the **bankruptcy** the United States is going through.

This brings me back to the promissory note you signed. The promissory note is a one sided contract that **when you sign it you give you rights away to the bank in exchange for absolutely nothing.** Being a one sided contract (meaning, you were the only one who signed) gives you the legal option to change that contract if you discover that it is not working in your best interests. The fact is that the promissory note you signed is probably **based on non-disclosure, which voids any contract.**

**Nearly every promissory note written by a bank or finance company is based on deceit.** Some of that deceit is:

1. **Lack of consideration** given in exchange for your promissory note.
2. **Non- Disclosure of all the facts** regarding the use of the promissory note and your signature.

3. **Non – disclosure of the monetizing** of the promissory note.
4. Non – disclosure of the banks relationship to the trustee and beneficiary.
5. **Non – disclosure of their lack of authority to foreclose** .
6. **Forgery of the document** you gave to them for safekeeping.

This list goes on and on. It is a deliberate practice by the financial institutions to deceive you and keep you an economic slave in order to keep paying the interest on the credit loaned by the IMF .

I recommend you start reading the above-mentioned material as well as U.S.C Title 11 and Title 12. The bankruptcy laws and the banking laws will amaze you as to what the laws say what a bank **can** and **cannot do**.

I will not go into the individual laws in this book. It is too much to cover but I will address the subject at a later time. The information is readily available over the net and I will make reference what to look up.

Here is just a brief summary of the numbered items above.

1. **Lack of consideration** – Any contract must have consideration to be valid. The note you signed, which the bank monetized and turned into money and put back in their pockets is not consideration to you. Your exchange amounted to a gift to them and a charge to you. And for your generosity you were given a bill in the same amount and told you had to pay for 30 years with interest.
2. **Non- disclosure of the use of the promissory note and your signature**. - Were you told they were going to open accounts in your name for the purposes of monetizing the note you signed?

3. **Non – disclosure of the monetizing of the promissory note.** – Were you told of the process of monetizing a security interest?
4. **Non – disclosure of the banks relationship to the trustee and beneficiary.** – Most banks own the trustee and beneficiary specified in the contract note. This is illegal and a conflict of interests. This makes the note in its present form void.
5. **Non – disclosure of their lack of authority to foreclose.** – If you signed a note and it had a government form in it from HUD, it makes the loan under government al regulations as to authority to foreclose. A bank cannot legally foreclose if no commissioner has been appointed by HUD to oversee the foreclosure.
6. **Forgery of the document you gave to them for safekeeping.** – When the bank takes your promissory note and alters it in any way it's an act of forgery. A simple “For Deposit Only” on the back of the note is an act of forgery.

These are just a few of the things that the banks and finance compa - nies are doing to deceive the consumer. There is a definite pattern of unlawfulness going on.

**By law, the banks must give adequate compensation to you for your promissory note.** And per law (12 USCA Sec 1813) they must give you a deposit receipt when they deposit your promissory note. **Did you get one? Were you compensated for the promissory note or just given a loan.** Was it disclosed to you what they were going to do with your promis - sory note? All of this and much more can be challenged.

Please understand, in the promissory note you signed it uses the words "for valuable consideration". This has been used in a court of law to say **the consideration they gave you was thought**. And you didn't object to it before you signed. This is the reason for filing an amended note. You must specify what the valuable consideration is to be.

*"Speaking the Truth in times of universal deceit is a revolutionary act."*

*-- George Orwell*

*"Neither paper currency nor deposits have value as commodities, intrinsically, a 'dollar' bill is just a piece of paper. Deposits are merely book entries."*

*-- Modern Money Mechanics Workbook, Federal Reserve Bank of Chicago, 1975*

*"The Federal Reserve system pays the U.S. Treasury 020.60 per thousand notes --a little over 2 cents each-- without regard to the face value of the note. Federal Reserve Notes, incidently, are the only type of currency now produced for circulation. They are printed exclusively by the Treasury's Bureau of Engraving and Printing, and the \$20.60 per thousand price reflects the Bureau's full cost of production. Federal Reserve Notes are printed in 01, 02, 05, 10, 20, 50, and 100 dollar denominations only; notes of 500, 1000, 5000, and 10,000 denominations were last printed in 1945." --Donald J. Winn, Assistant to the Board of Governors of the Federal Reserve system*

*"The regional Federal Reserve banks are not government agencies. ...but are independent, privately owned and locally controlled corporations."*

*-- Lewis vs. United States, 680 F. 2d 1239 9th Circuit 1982*

## CHAPTER 3

### R.E.S.P.A.

## Real Estate Settlement Procedures Act

Respa, ( 15 USCA Ch. 27 Sec. 2605) was in acted in 1974 by Congress to stop the fraud that was going on against anyone involved with the act of making loans.

See: HYPERLINK

[http://www4.law.cornell.edu/uscode/html/uscode12/usc\\_sup\\_01\\_12\\_10\\_27.html](http://www4.law.cornell.edu/uscode/html/uscode12/usc_sup_01_12_10_27.html)

The very first thing I would highly recommend is to send the lender a RESPA request. This puts the lender on notice that you think something in their behavior has not been appropriate. **I have included a sample of a Request in the documents chapter that you can massage to fit your situation**. This is a very good tool because more often than not they will not answer it. Or they will give partial answers and say “I hope this satisfies your request”. Which it won't. It's just a ploy to relieve them of any more responsibility.

**After 30 days, you send a Notice of Fault with Opportunity to Cure** and when that is not answered you send them a Default Notice.

Hang on to these letters; they may be important in the future if you have to go to court. Also, send all mailings Certified with return receipt requested, with a **Declaration of Proof of Mailing** signed by someone

who witnessed you putting in the letter into the envelope and mailing it then mailing it for you.

I want you to particularly pay attention to sec 2605. And see what authority the Servicing companies have to foreclose. **They don't have any legal authority at all**. It's all a bluff. But that bluff is supported by the courts and at some point you may have to force a judge's hand.

*"The few who understand the system, will either be so interested from it's profits or so dependant on it's favors, that there will be no opposition from that class."*

*– Rothschild Brothers of London, 1863 (One of the Banks' owners)*

*"Give me control of a nation's money and I care not who makes it's laws"*

*-- Mayer Amschel Bauer Rothschild (One of bank owners that make the Federal Reserved Banks)*

*"Banks lend by creating credit. They create the means of payment out of nothing" -- Ralph M. Hawtrey, Secretary of the British Treasury*

*"It is well that the people of the nation do not understand our banking and monetary system, for if they did, I believe there would be a revolution before tomorrow morning." -- Henry Ford*

*"Banking was conceived in iniquity and was born in sin. The Bankers own the earth. Take it away from them, but leave them the power to create deposits, and with the flick of the pen they will create enough deposits to buy it back again.*

*However, take it away from them, and all the great fortunes like mine will disappear and they ought to disappear, for this would be a happier and better world to live in. But, if you wish to remain the slaves of Bankers and pay the cost of your own slavery, let them continue to create deposits".*

*- SIR JOSIAH STAMP,(President of the Bank of England in the 1920's, the second richest man in Britain)*

## CHAPTER 4

# PRE-DEFAULT - THE STEPS

Here are the steps I personally would take if ever in the position of a **default on my home again**. These steps are taken into consideration when you know you are not going to be able to pay for the loan but a default is most likely in the future. You can also use some of these to protect yourself way in advance of any default or foreclosure action.

1. File with the State a UCC1 Financing statement and addendum.
2. File an amended promissory note with the County Recorders of fice. (notarized)
3. File a notice of replacement of Trustee and Beneficiary. (notarized)
4. File a Rescission of Power of Attorney. (notarized)
5. Send in a RESPA request.
6. File the UCC 3 amendment.
  - a. Vested Interest, UCC3
  - b. Security Agreement, (notarized)
  - c. Possessory lien. (notarized)
7. Send an AFFIDAVIT OF TRUTH. (notarized)

Start educating yourself on the Rules of Court and the Rules of Civil Procedure.

## 1. UCC-1 FINANCING STATEMENT

The UCC-1 Financing Statement is found on the Secretary Of State's web site. I would get acquainted with the form and instructions.

Also, with the UCC-3 and the UCC-11, it is recommended that you do a UCC-11 search on your name to see if there is any claim against you. The UCC-3 is an addendum that you can file adding information at a later date.

You can also re-file a UCC-1 and just add the number of the original filing to the form before you send it in.

The UCC Financing statement is used to give notice that there is a legal separation between you the flesh and blood man/woman and the fictional person. The fictional person is your name in all CAPITAL letters and the real you is in Upper and lower Letters. For instance, PETER P . PRINCIPLE is the fictional corporate entity and Peter Paul. Principle is the flesh and blood man. If you look at your bank statements, tax returns and any official document you'll see it's all in Capital letters meaning a corporate entity. One corporate entity can only interact with the same. A corporate entity like a bank, IRS the government can only do business with the corporate you. Not the living person.

The California Secretary of State had an Internet filing system, which has been suspended due to security of SS#'s breaches. It should be up and running at some point in the future. It seemed some thieves were stealing people's numbers and stealing identities. So it's been taken off line in order to fix the problem.

## 2. FILING AN AMENDED PROMISSORY NOTE - Notarized

**Anyone can amend their promissory note** that they originally signed with the bank. The reason being, it's a one sided contract which only you signed. So you can change the terms of the note. Things like, interest, length of payments, late fee's, disclosure requirements, insurance requirements, property tax requirements and so much more.

I would take a copy of your promissory note that you originally signed and start going through it line by line and start making notes on the parts that are not fair or in your best interests. An example of an amended promissory note will be included in the sample document chapter .

## 3. REPLACEMENT OF TRUSTEE AND BENEFICIARY - Notarized

**Replacing the Trustee and Beneficiary is critical** to the success of slowing down and even permanently stopping a foreclosure. The trustee and the beneficiary are key players in the foreclosure.

The trustee is given the power to foreclose and to sell your home and a trustee's sale or give the task to the Sheriff. If you change the trustee to someone you can actually trust, then the bank cannot foreclose on your home without the trustee's permission.

Usually, the trustee that the bank puts in the promissory note is a subsidiary of the bank. (This is against Federal Law , title 12) The banks have gotten so arrogant in their belief that no one will challenge them that they do this with a blatant disregard of the law .

Now, the beneficiary is the only one who can change the trustee, which is what happens. When the bank decides to foreclose they have their beneficiary appoint a new trustee who specializes in selling (stealing) people's homes.

This trustee is also associated closely with the bank and does what the bank orders. If the trustee is changed to someone you trust and is actually interested in protecting you, then they will not foreclose on your home without just cause. And **the banks have no just cause to fore-close** because they actually **do not have the legal authority** to do so. When the beneficiary is changed to someone you trust then they will not change who the beneficiary is.

#### 4. RESCISSION OF POWER OF ATTORNEY - Notarized

Filing this document is also crucial. In your promissory note somewhere it is stated that you are giving the bank, trustee and/or beneficiary a specific power of attorney. You must rescind this so they cannot appoint anyone else who will act in their best interests. A sample of this notice can be found in the documents chapter.

#### 5. THE R.E.S.P.A. REQUEST

**An important document you must send.** In fact, it should be sent at the very beginning. They usually won't answer it or will try to appease you by sending some very vague answers at best or say they cannot answer those questions.

The REAL ESTATE SETTLEMENT PROCEDURES ACT is a law passed by Congress to protect consumers from predatory lending practices.

Title 15 of the U.S. C. is something you should read. The RESPA request asks certain pertinent questions of the lender that puts the lender in a position of telling the truth and if they don't and don't disclose what is requested then they are in default of a legal obligation. This could be used as evidence in a court of law, which you may end up. A sample of this letter can be found in the document chapter.

## 6. THE U.C.C.- 3 AMENDMENTS - Notarized

**A. Vested Interest** — The vested interest statement gives notice that you have a priority interest and lien in the property that must be paid before the property can be sold.

**B. Security Agreement** — The Security Agreement is an agreement between the living person and the fictitious corporate person giving the living person control of all interests the corporate person has. This includes loans, contracts and the like. This agreement allow the living person to discharge the debts of the corporate person

**C. Possessory Lien** — There are many different types of liens you can put against your property. The possessory Lien is just one of them, a mechanics lien is another. This is just one more way of protecting your property. I personally haven't used this method but I may use it in the future.

## 7. THE AFFIDAVIT OF TRUTH - Notarized

The affidavit of truth is one of the most potent weapons you can use. When made out properly and witnessed by a notary it carries great weight in a court of law. It is also a poison pill in an admiralty court if the respondent does not answer point by point to the charges. They are essential acquiescing to the truth of the document and by tacit agreement they are agreeing to what is being said in the affidavit. A sample of this document can be found at the documents chapters.

### **ACTION**

All the above documents should be ready to file and send in just a few days except for the UCC3 amendments. It will take 30 days to get the UCC1 back and another 30 days to get the vested interest back. Always send two (2) copies to the Sec of State asking for them to send a certified copy back. **PLEASE DON'T FORGET TO SEND THE FEES.** it's just \$10 or \$20. You can also expedite the service. It says how on the web site of the Sec. of State. This may be a wise thing to do.

**It is extremely important that you send copies to all interested parties** as soon as humanly possible **by certified mail with a return receipt.** This costs about \$5.50 each. **TIME IS OF THE ESSENCE** in everything you do concerning this matter. After you send this information you are going to want to call the company who is selling you home regularly to make sure the sale has been postponed.

## CHAPTER 5

# THE STEPS – POST – DEFAULT

Ok, so here you are with a default notice taped to you residence somewhere and then you also receive several in the mail. **All is not lost** even if you have ignored them and you're 30 days away (or less) from the actual trustee's sale. If you are in fact with limited time left then you must consider filing for protection under chapter 13 Bankruptcy Act. This is a short-term automatic stay on the sale of your home. While this stay is in place there will be a number of things you will have to do in short order. Those will be covered later in this book.

The steps in the previous chapter will also apply here for the most part. You will have to act very quickly for them to have the desired effect. The difference in what you need to do depends on the amount of time you have left before the sale. Let's say you just received the notice of default and you have about 90 days + 20 until the sale. This time should give you enough of a chance to get all the papers sent and filed. If it is less than 30 days then you can start on the paper work but you will want to start considering preparing for the filing for protection.

### **The immediate steps you need to take are, in this order:**

1. File a notice of replacement of Trustee and Beneficiary. (**notarized**)
2. File a Rescission of Power of Attorney. (**notarized**)
3. Send in a RESPA request.
4. File with the State a UCC1 Financing statement and addendum.

5. Send an AFFIDAVIT OF TRUTH. (**notarized**)
6. File an amended promissory note with the County Recorders of fice. (**notarized**)
7. File the UCC 3 amendments. (After you have received the Original back from the Sec. of State)
  - a. Vested Interest/
8. Security Agreement, (**notarized**)
9. Promissory Lien (notarized and if the county recorder won't record it then file it with the Sec. of State. UCC 3 Form)

All the above documents should be ready to file and send in just a few days except for the UCC3 amendments. It will take 30 days to get the UCC1 back and another 30 days to get the vested interest back. Always send two (2) copies to the Sec of State asking for them to send a certified copy back. **PLEASE DON'T FORGET TO SEND THE FEES.** It's just \$10 or \$20. You can also expedite the service. It says how on the web site of the Sec. of State. This may be a wise thing to do.

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## CHAPTER 6

# BANKRUPTCY COURT

The U.S. Bankruptcy Court is a strange beast. It can help you in giving you time to re-organize your debts while at the same time allowing the creditors to have a stronger stranglehold on your life and freedoms. All Courts in the United States are pledged to protect the receivership that the United States is currently in. What that means to you is that they are not your friend and they will do what is in the best interest of corporate America. That is because **Corporate America uses the American people to pay the costs of the bankruptcy.**

Some things to give thought to when you are ready to file for CHAPTER 13. (note, Chapter 7 is very different and you probably will lose your home) I personally recommend that you don't use an attorney. They probably are not working in and for your best interest. They are there working for the Banks, Courts and finally their best interests. What they do is charge from 1 to 10 thousand dollars to file for you and represent you in court. This is plus filing costs. Filing costs are only a few hundred dollars.

It might be better to use a service that just fills out the forms for you. Be careful though. **Make sure you read all the forms they typed out for you and check for any mistakes.** One of the forms is telling the court how much you can pay. If this is incorrect then you are stuck with it and then you will have to start amending your paperwork and that is a pain in the ass to do.

When filling out the paperwork I have found it wise, when you list the bank you list them as an alleged creditor and show that you don't owe

them any money. The reason for this is that you are disagreeing that you owe them anything. Usually it will be the servicer of the loan who makes the claim (B 10 Form) and it will be an act of fraud. The penalty for this to the person who actually signs the form is up to \$500,000 or 5 years in prison or both. In book 2 we will cover that in detail. But I'll add a sample of the pleading for you to look at in the document chapter .

As you will read in Title 12 of the USC (United States Code) it will tell you that a servicer is just that, a servicer and will actually have no legal authority to collect on a debt let alone foreclose on your home. You will also discover that the Secretary of H.U.D. must appoint a commissioner in order for a home to be foreclosed upon. **99% of homes that are foreclosed upon do not meet the basic fundamental laws regarding foreclosures.**

When filling out the paperwork for the bankruptcy keep in mind you will want to pay as little as possible to the court each month. Each debt collector will have to file a B-10 form in order to make a claim. In reality each of those claim forms are fraudulent and constitutes fraud upon the court because they don't have the original promissory note and they need that to prove they have a claim.

Don't make the mistake my friend did by not paying the agreed upon amount. His BK was dismissed and he had to start over again and it took away the protection of the sale of his home. All is not lost at this point but it made the situation much more complicated. We may even have to file suit in order to stop that sale.

What did transpire up to that point was the court ordered the Servicing Company to bring in the original note on payment of the money

to the court. If the money was paid timely , the servicer had to produce the original note. When they couldn't produce it, there would be no debt owed. Case Closed. No debt.

**Title 11 of the USC is the law that governs bankruptcy. Read it.**

Bankruptcy in itself is a fairly simple process with easily understandable principles. The Rules of Court another thing. If you decide to be a proper, pro se or sui juris litigant then you must start to read these rules as well as the Federal Rules of Civil Procedure.

By defending yourself you will be allowed some leeway but don't count on it too much. Knowing the law is the best defense and of fense. If you know the law then it just might allow you to be less educated on the rules and procedures and be given more latitude.

*"The Federal Reserve banks, while not part of the government,..."  
-- United States budget for 1991 and 1992 part 7, page 10*

*"This [Federal Reserve Act] establishes the most gigantic trust on earth. When the President [Wilson] signs this bill, the invisible government of the monetary power will be legalized....the worst legislative crime of the ages is perpetrated by this banking and currency bill." -- Charles A. Lindbergh, Sr. , 1913*

*"These 12 corporations together cover the whole country and monopolize and use for private gain every dollar of the public currency..." -- Mr. Crozier of Cincinnati, before Senate Banking and Currency Committee - 1913*

*"Neither paper currency nor deposits have value as commodities, intrinsically, a 'dollar' bill is just a piece of paper. Deposits are merely book entries."  
-- Modern Money Mechanics Workbook, Federal Reserve Bank of Chicago, 1975*

## CHAPTER 7

# IN CONCLUSION

This isn't really a conclusion. It's just a final word on the subject of this book and my intentions for the coming months. There will be at least a couple more books on this subject. There is a lot to tell and explain. **You have here the basic tools to help you put off the foreclosure that has worked for me.** By no means is this a guarantee that it will work. It has and does work now. It may not work in a year from now but when that happens the technology that myself and others are working on will. All the time we are uncovering process and remedies built into the law that does alleviate the debt and wrongdoings the banking industry does. **The truth is coming out slowly. We will prevail.**

On the burner for the future is the second book in the series. It should be out fairly quickly. It will take the process a step further. It will explain and give examples of what to do in court. Court can be a scary thing standing in front of that man or woman in a black robe and it is designed to be quite intimidating. But after learning who you are and the power you hold, you no longer need to fear these people. In fact, they could well become fearful of you.

I plan to set up a telephone help line that you can call to talk with me or with one of my associates. There will be a nominal fee for this but well worth it. I kept the cost of the book to a minimum so that you can have your money used for your battle.

**Ultimately, I hope to be able to give you a remedy to pay for all your debts.** It is there in the form of public law 73-10, HJR 192, and sev -

eral other laws passed by Congress. The fact that there is actually no money in this Country and the economy is completely based on promissory notes **backed by bonds** and **those bonds are backed by the labor force of the American People** means we can also pay for our alleged debts the same way the Government and banks do. We are also creating a process for those who have actually lost their home can be reimbursed for their loss and damages awarded.

Again, I must tell you that I am not an attorney . Attorneys know a lot about Civil Procedure and Rules of Court. I don't. I do think though, they know much about actual law. The information in this book is my personal opinions. I give this information for entertainment purposes only and this information is not to be construed as legal advice. For that you need to see one of those lawyer types.

I will leave you with this. **You are what you think, and you create what you focus on.** Your life is in your hands and if you don't like what's happening in it then it is up to you to change your thought habits. Everything works out as you plan it on a day-to-day basis.

*Thank you and God Bless,*

D Loren Cossak

*"Some people think the Federal Reserve Banks are the United States government's institutions. They are not government institutions. They are private credit monopolies which prey upon the people of the United States for the benefit of themselves and their foreign swindlers" -- Congressional Record 12595-12603 -- Louis T. McFadden, Chairman of the Committee on Banking and Currency (12 years) June 10, 1932*