

# EXHIBIT

# D

# EXHIBIT

D-1

IN THE DISTRICT COURT

AT LAW NO. \_\_\_\_\_ 048 244403 10

TARRANT COUNTY

FILED  
TARRANT COUNTY  
2010 MAR 22 PM 1:40  
THOMAS A. WILDE  
DISTRICT CLERK

**James Michael Tesi**

**Demandant**

**VS**

**CHASE HOME FINANCE LLC, JPMORGAN CHASE & CO. James (Jamie) Dimon  
CEO. et al.**

**Terry Ross: Alleged Substitute Trustee et al.**

**Respondents**

**COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW,  
INTERROGATORIES AND REQUEST FOR PRODUCTION**

To The Honorable Judge of Said Court

**Notice of Sovereignty**

The use of state and federal statutes, codes, rules, regulations or any court citations within any document submitted to any court, including this court, at any time, is only to notice My servants in that court, that which is applicable to them and is not intended,

nor shall it be construed, to mean that the I have conferred, submitted to, or entered into any jurisdiction alluded to thereby.

This Court and all officers of this court have no right to presume anything about Me, the Demandant, except that I am a sovereign living soul, unimpaired by any contracts (sui juris), and I have complete and total access to all of My God given common law rights.

The ONLY legitimate power that is held by the United States is power that "We the people" delegated, and "we the people" are not subject to law.

***"Sovereignty itself is, of course, not subject to law, for it is the author and source of law; but in our system, while sovereign powers are delegated to the agencies of government, sovereignty itself remains with the people, by whom and for whom all government exists and acts."*** Yick Wo v Hopkins , 118 US 356, at pg 370;

The ONLY authority held by this court and ALL officers of this court is authority to protect My god given rights. "We the people" are incapable of giving them any other authority.

All corporations are agencies of the government because they are "incorporated" into the government.

The Foreign Sovereign Immunity Act does not give any officer of the court any right to presume any contract, and the appearance of any so-called contract with any government, or any agency of any government is a nullity because the government CANNOT commit TREASON.

For any officer of the court to presume any contract is perjury of oath and a violation of My rights under the color of law.

Because I am one of "the people", and because all corporations are, by definition, incorporated into the government, and all banks are instrumentalities of Congress, because of the Bank Act, anything in so-called contract with any corporation, or any bank, that alienates, in any way, any of My God given common law rights, is a nullity, and any presumption by any officer of the court to the contrary is perjury of oath, and a violation of My rights under the color of law, at a minimum.

### **Complaint**

Now comes, I, Me, or Myself, also known as James-Michael: Tesi or James Michael Tesi, Demandant, an inhabitant of the land of Texas, and a sovereign living soul, beneficiary for the trust which was established by the Articles of Confederation (1781), and the Constitution for the United States of America (1778). I am not a U.S. Citizen and I hereby petition the government and the court for a redress of my grievances. The demandant brings this action under discovery in this case intended to prove that Deceptive Trade Practices, Breach of Trust Law, and Deprivation of Rights under Color of law all set forth in the U.C.C., and U.S.C. The demandant also brings Deceptive Trade Practices, Conspiracy and Deprivation of Rights as set forth in Legislative ACT's of 1838 and 1840 to be found in the Congressional Records of Texas. The Demandant seeks monetary relief aggregating \$1,349,346.40 or more, excluding court costs, prejudgment interest and punitive damages. The demandant also Demands Declaratory Judgment of Ownership and True Title of the property in controversy.

**The Parties**

**Demandant**, James Michael Tesi, a sovereign living soul and inhabitant of Texas at the location 669 Bear Creek Drive Hurst, Texas [zip code exempt].

**Respondent**, CHASE HOME FINANCE LLC, JPMORGAN CHASE & CO. , James (Jamie) Dimon CEO. et al.

may be served at 3415 Vision Drive Columbus, Ohio 43219-6009.

**Respondent** , Terry Ross: Alleged Substitute Trustee may be served at c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 15000 Surveyor Boulevard, Suite 100 Addison, Texas 75001

**Statement of the Facts**

**The United States Exists on Contracts and Bonds**

1. It is the demand ant's position that under DUE PROCESS OF LAW the respondent(s) CAN NOT or WILL NOT produce a GENUINE VERIFIED VALID CONTRACT or ORIGINAL NOTE signed in wet and by the hands of both contracting parties of interest as STATE and FEDERAL LAW REQUIRES.
2. CHASE HOME FINANCE LLC, JPMORGAN CHASE & CO., James (Jamie) Demon CEO, et al., Terry Ross: Alleged Substitute Trustee, cannot show that a contract exists between the respondents and James Michael Tesi, the Demandant. The Promissory Note/Loan, (alleged) Loan Account Number 1845610624 dated April 21, 2006 shows proof of the purchase of my house and property at 669 Bear Creek Drive

Hurst, Texas [76054]. This Affidavit relates to real property, commonly known as 669 Bear Creek Drive Hurst, Tarrant county, Texas [76054], being part of Tarrant County Legal Description Lot 19, in Block 6, of LONESOME DOVE ESTATE, PHASE 1, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN CABINET A, SLIDE 5407, OF THE MAP RECORDS OF TARRANT COUNTY, TEXAS. Original Patent Rights June 9th, 1869 found at No. 362 at Vol. 13., POWER OF ATTORNEY IN FACT COPYRIGHT ON SAID NAME JAMES M. TESI© AND ALL DERIVATIONS THEREOF, and being more particularly described by meets and bounds including all surface and minerals on a UCC1 Filing # 09-0029024248 recorded on 10/18/2009 with the Texas Secretary of State and with the LAMAR COUNTY, GA SUPERIOR COURT CLERK April 16, 2009 BPA BOOK 10, PAGES 397. The respondents could not or would not produce a genuine verified valid contract nor could they produce the genuine verified Original Note pre inspection according to THE FAIR DEBT COLLECTION ACT 1692G A. It is the position of the Petitioner that a Valid Mortgage Contract does not exist and that even after delivery of two bonds for full settlement of the alleged debt was made, CHASE HOME FINANCE LLC, JPMORGAN CHASE & CO., James (Jamie) Demon CEO and Terry Ross: Alleged Substitute Trustee (c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP) conspired to foreclose on the referred to property commonly being Lot 19, in Block 6, of LONESOME DOVE ESTATE, PHASE 1, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN CABINET A, SLIDE 5407, OF THE MAP RECORDS OF TARRANT COUNTY, TEXAS which constitutes a violation of Texas Law governing the

**"Foreclosing of Mortgages on Real and Personal Estates"** enacted May 15th, 1838 and February 5th 1840 to be found in the Congressional records of the Texas republic, supported by Robertson county grand Jury indictments, the county of Robertson Common Law Court Judgment and further supported by Texas Rules of Civil Procedure, Rules 53, thru 55 (see Exhibit A). It is also the position of the petitioner that the actions of the respondents to dishonor the settlement of the alleged debt with continued attempts to collect further settlement constitutes deceptive trade practices, Breach of Trust Law, and deprivation of Rights under color of Law 18 U.S.C. §242.

3. The Petitioner demands that the respondents under DUE PROCESS OF LAW produce the two separate genuine verified bonds delivered for settlement of the alleged debt (Loan Account Number 1845610624, (see Exhibit B) and that the respondents produce **"Valid Lawful Claims"** as to why the Bonds they received were dishonored and not accepted for settlement of the alleged mortgage debt in contradiction to the U.C.C., U.S.C., & HJR 192. It is the demand ant's position that the respondents have received Bonded Promissory Notes (**BPN**) for settlement of the alleged mortgage debt however have dishonored such offers for settlement which constitutes Interference with commerce 18 U.S.C. § 1951.

4. It is the demand ant's position that the respondents' demand for specific currency for settlement of a debt violates HJR 192. It is the petitioners position that the respondents' refusal of the BPN(s) as lawful currency violates 18 U.S.C. §8, and 31 U.S.C. § 5118.

5. It is the position of Demandant that the respondents have taken the BPN's and refused to credit the alleged mortgage account which constitutes Bank Robbery



18 U.S.C. § 2113 & the defendant's refusal to discharged debts and credit accounts violates U.C.C. 3-603 *Tender of Payment*.

6. It is the Petitioner's position that the dishonoring of the bonds without lawful reason is a violation of U.C.C. 3-503 *Notice of Dishonor*.

7. It is the demand ant's position that the respondents' continued attempts to collect an alleged mortgage debt which was settled in full constitutes a violation of 18 U.S.C. §891-894 *Extortionate Credit Transactions*.

8. It is the petitioner's position that the respondents' refusal to accept the bonds as discharge of alleged mortgage debt constitutes a violation of the right to contract, 42 USC 1981, violation of the "Fair Debt Collections Act" 15 USC 1692a-m and unlawful seizure of BPN's in violation of the 4th Amendment of the U.S. Constitution.

9. Brown v. Richards, 840 P.2d 143, 194 Utah Adv. Rep. 34

"a defrauded party to an executory contract may 'affirm the contract and perform it without forfeiting his right to maintain an action to recover damages resulting from the deceit.' Pace, 247 P.2d at 277 (quoting 5 Williston on Contracts, Rev. ed., § 1524, p. 4267). See also Dugan v. Jones, 615 P.2d 1239, 1247 (Utah 1980) (a defrauded party, 'who does not discover the fraud until he has partly performed, may go forward with the contract, keep what he has received, and still maintain his action for damages'). Inasmuch as Richards had invested a significant amount in purchasing his partial shares, it may have been reasonable for him to protect his initial investments by exercising the options, even if he had discovered the truth about the misrepresentations before exercising the options. A finding of reasonable reliance is therefore not precluded as a matter of law.

**Relief Demanded**

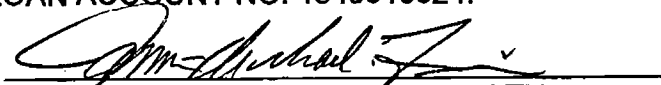
1. It is the demand ant's position that under DUE PROCESS OF LAW the respondents produce a GENUINE VERIFIED VALID CONTRACT or NOTE, signed in wet and by the hands of both contracting parties of interest.
2. Petitioner demands that the respondents under DUE PROCESS OF LAW provide lawful explanations as to why they have violated the RESPA - QWR, NOTICE OF DISPUTE OF DEBT and DEMAND, and NOTICE AND DEMAND AFTER BOND DELIVERED (see Exhibit C) with continued demands for payment and foreclosure threats.
3. The petitioner demands a declaratory judgment of ownership and true title to the property in controversy, based on the facts, law and evidence recorded in this court of record in this cause of action, established by James Michael Tesi.
4. The petitioner demands that any damage to the credit score and history of JAMES M. TESI© resulting from the actions of the respondents be corrected and resolved by the said respondents within 60 days of the court's judgment.

**REQUEST FOR PRODUCTION**  
**I Demand For**  
**Production of the Original Note**  
**I am Accepting Your Oath(s) OF Office**

According to the Provisions of the Fair Debt Collections Act, the Creditor, in order to legally and lawfully validate the purported debt, must be able to produce the genuine verified original note-establishing jurisdiction to collect debt. The assumed/alleged debtor has the right to demand production of said genuine verified original note in the genuine original condition it was, when he/she, man/woman signed the note.

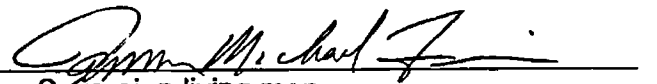
Reconstructed, signed, altered, attached, etc if altered in any form or fashion, it is no longer a valid lawful note and the creditor cannot lawfully collect on it, nor can a Third Party Debt Collector pursue payment of the note. The assumed Creditor's signature gives validity, legality, and verification to the note. If the original note has been altered in any way it becomes an invalid note. If the note is endorsed or stamped, the alleged creditor Can Not lawfully collect on the not, nor can a Third Party Debt Collector pursue payment of the note.

The creditor has neither legal standing nor any legal jurisdiction to enforce collection of a purported debt that has been altered or changed in any way. These are all legal protections given to the people via the federal law, the Fair Debt Collection A-The U.S. Code title is 169G A. ALLEGED LOAN ACCOUNT NO. 1845610624.

  
James Michael Tesi, Living man and Title owner.

1. Petitioner Demands the Defendants appear in court on the set court date of if represented by an attorney or counsel that the attorney or counsel has a sworn affidavit and a Genuine verified original wet ink signed contract, Mortgage contract, Uniform Residential Loan Application and original promissory note.
2. Petitioner Demands to see the genuine verified original mortgage contract and promissory note with the demandant's and respondent's signatures present.
3. Award Demandant monetary damage of (\$1, 349346.40) civil penalties.
4. Award the Demandant such additional relief as is deemed just and proper including punitive damages for RESPA - QWR and TILA violations.
5. Award Demandant Emotional damages (\$140,000.00).
6. Award Demandant the Deed of Trust

Respectfully submitted,

  
Sovereign living man  
James Michael Tesi  
8528 Davis Blvd., 134-198  
North Richland Hills, Texas [zip code exempt]  
(817)-680-4678

**INTERROGATORIES: REQUEST FOR AN INSPECTION AND EXAMINATION OF DOCUMENTS**

**All responses to interrogatories must be made in writing "under penalty of perjury" in affidavit form.**

**I AM ACCEPTING YOUR OATH OF OFFICE**

Please answer these discovery requests as required by the rules of law. These requests pertain to the alleged contract or alleged contracts that are the matter of this DISPUTE! These questions will be asked in a court of law under the **Penalty of Perjury to CHASE HOME FINANCE LLC, JPMORGAN CHASE & CO., James (Jamie) Dimon CEO et al.; Terry Ross: Alleged Substitute Trustee et al.**, from James Michael Tesi, Agent for the alleged Mortgage Loan Account # 1845610624.

1. Identify the source of the funds in the alleged loan or loans.
2. What was the account number (s) of the account (s) in which the funds were held prior to the transaction.
3. who was the owner of each account referenced in #2.
4. List all endorsees and dates of each endorsement for the promissory note(s).
5. was the loan insured in any way?
6. List all insurance carriers involved with the insuring the promissory note.
7. What was the value of the insurance policy or policies and who paid the premiums for each?
8. Have any insurance claims been made against any of the policies?
9. On which dates did each policy become active or enforceable?
10. what was the name of the accounting software used to maintain the accounting ledger involved in the transaction?
11. Use the above specified software to reproduce an example of an accounting ledger showing the bookkeeping entries involved when you take possession of a promissory note and exchange it for a check.
12. What are the difference in accounting, if any, between a demand deposit account and a credit loan?
13. Admit that your customer is the depositor in every transaction.
14. Admit that your customer is the depositor in the transaction involving a demand deposit account.
15. Admit that your customer is the depositor in a transaction involving the exchange of a promissory note for a check.
16. Prove Up your Claim!

**A Corporation nor a Bank can lend its money, nor can it lend its depositor's money, so where did the money come from. The credit for this Loan was created from my signature. CHASE HOME FINANCE LLC, JPMORGAN CHASE & CO., James (Jamie) Dimon CEO et al.; Terry Ross: Substitute Trustee et al., never loaned anything substance to me. My summary judgment on this matter is that the Defendants return my deposits including bonds totaling \$449782.14 to me immediately or zero MY**

account to reflect the alleged debt here-by discharged. This scheme of Fraud, Extortion Usury, must stop, again prove to Me that you loaned me any of your money and in what form this money was in. EQUALITY UNDER THE LAW IS PARAMOUNT AND MANDATORY! Until then I remain James Michael Tesi, Agent.  
**All responses must be made "under penalty of perjury" in affidavit form.**  
**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT**  
**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL**

**For Frivolous communications VIOLATIONS see Exhibit "E" document D210003952.**

**List of Exhibits & Supporting Documentation**

Demandant Executes the following documents as evidence of dispute:

**Exhibit A:** "Foreclosures" An Act 1838 & 1840 Texas Congressional Records;  
Common Law Court Writ and Judgment; Texas Rules of Civil Procedure - Rule 53 - 55.

**Exhibit B:** Bonds submitted for settlement - Ref. Bond No. RA 219 314 616 US-DRH,  
Note No.: DRH03151977BPN165\*; Copy of Bond #QOO287239 U.S. Government  
Backed Bond, Form 91, Affidavit of Individual Surety Form 28, Form 1414, Form 1416,  
front, Form 1416 back, Form 1418;

**Exhibit C:** NOTICE OF DISPUTE OF DEBT and DEMAND; NOTICE AND DEMAND  
AFTER BOND DELIVERED; RESPA - QUALIFIED WRITTEN REQUEST;

**Exhibit D:** NOTICE OF REVOCATION OF POWER OF ATTORNEY; NOTICE OF  
REMOVAL & ACTUAL AND RECONSTRUCTIVE NOTICE; Affidavit Notice of  
Revocation of Power of Attorney; NOTICE OF REVOCATION OF POWER OF  
ATTORNEY & REVOCATION OF SIGNATURE AFFIDAVIT; AFFIDAVIT of James  
Michael; house of Tesi; NOTICE OF RIGHT TO CANCEL; REVISED FULL  
RECONVEYANCE.

**Exhibit E:** Frivolous Communication Violations - Public Law Document - Instrument  
#D210003952.

# EXHIBIT "A"

## **FORECLOSURES**

### **AN ACT 1838**

**To provide for the foreclosing of Mortgages on Real and Personal Estates.**

**SEC. 1.** Be it enacted by the Senate and House of Representatives of the Republic of Texas in Congress assembled, That from and after the passage of this act, the method of foreclosing mortgages on land shall be as follows: any person entitled to foreclose a mortgage on land, or his or their attorney shall petition the district court of the county where such land or a part thereof is situated, stating the case, and the amount of his or her demand, describing the property mortgaged, and the court shall grant a rule, that the principal, interest and costs, shall be paid into the court on or before the first day of the next succeeding term of such court, which rule shall be served upon the defendant at least ninety days before the time of payment, if the party defendant be a resident of the Republic; if not, it shall be published at least one month in some public Gazette, unless the principal, interests, and costs be paid, the court shall proceed to give judgment for the amount which may be due on such mortgage, and order the property mortgaged to be sold to the highest and best bidder, after the same shall have been advertised thirty days in some public Gazette, and the money paid over to the mortgagee or his attorney; but when there shall be any surplus, the same shall be paid over to the mortgager or his agent, and in case of any dispute as to the amount due on any mortgage, if the mortgager shall appear at any time within the time prescribed in this act, before judgment shall be given, and make affidavit of such facts, the court shall order a trial of the facts before a jury as in other cases.

**SEC. 2.** And be it further enacted, That all mortgages on negroes and other personal property shall be foreclosed in the following manner: Any person or persons holding a mortgage on personal property, and wishing to foreclose the same, shall make application to the chief justice of the county, and make affidavit before him of the amount of principal and interest due thereon, which affidavit shall be annexed to such mortgage, and thereupon, the clerk of the county court shall issue execution as in cases of judgment, which execution being delivered to the sheriff shall be levied upon the mortgaged property, and after being advertised for at least sixty days in some public Gazette, shall be set up and sold to the highest bidder; provided always, that if any disputes should arise as to the amount due on such mortgage, the chief justice of the county court shall order the sale to be postponed upon the defendant's entering into bond and security in double the amount of the mortgage, for the delivery to the sheriff of the property so levied upon; and the same shall be returned to, and triable at the next term of the court, as in other cases.

**SEC. 3.** And be it further enacted, That all mortgages upon real estate shall, upon the usual proof, be recorded in the county where the land is situated, within ninety days from the passage of this act, or from the date of the execution of such mortgage; and upon personal property in the county where the mortgager lives. No mortgage shall take lien upon property mortgaged unless so recorded.

**JOSEPH ROWE, Speaker of the House of Representatives.**

**S. H. EVERITT, President pro tern. of the Senate.**



**Approved, May 15, 1838. SAM. HOUSTON.**

## **AN ACT 1940**

**To amend an act to provide for the Foreclosing of Mortgages on Real and personal Estate, approved May 15th, 1838.**

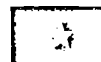
**Sec. 1.** Be it enacted by the Senate and House of Representatives of the Republic of Texas, in Congress assembled, That from and after the passage of this act, the method of foreclosing mortgages on land or slaves, shall be as follows: any person entitled to foreclose a mortgage on land, or his or their attorney, shall file his petition in the clerk's office of the District Court of the county where such land, or a part thereof is situated, stating the case and the amount of the demand, and describing the property mortgaged. Whereupon the mortgagor shall be summoned to appear at the next term of said court to show cause why judgment should not be rendered in favor of the mortgagee for such sum with interest and costs as shall be due on such mortgage, which summons shall be served upon the defendant in the manner, and (the) same proceedings shall thereupon be had as in ordinary cases of civil suits, if the defendant be a resident of the country, if not, then notice of the pendency of said suit shall be given by publication made in some public gazette at least four successive weeks before the commencement of the court in which suit is instituted; and if the defendant should fail to appear at the aforesaid court, or appearing, should show no cause why the mortgage should not be foreclosed, then judgment shall be rendered for said mortgagee so petitioning, and execution issue as in other cases; but if there be any dispute about the amount due on any mortgage, if the mortgagor shall appear within the time prescribed by the rules of pleading, and make affidavit of a just defence, the court shall order a trial of the facts before a jury as in other cases.

**Sec. 2.** Be it further enacted, That the remedy to foreclose mortgages on personal property, shall remain and be as heretofore, and if there should be any dispute as to facts, the trial shall be subject to the same rules and regulations as by law govern the District Courts of this Republic.

**Sec. 3.** Be it further enacted, That all mortgages shall be recorded as heretofore, but the lien created by the making of the mortgages shall not be lost nor destroyed as between the parties to it; if the mortgagor should fail to have it recorded within the time prescribed by law.

**Sec. 4.** Be it further enacted, That all laws and parts of laws, now in force, in anywise contravening with the provisions of this act, be and the same are hereby repealed.

**DAVID S. KAUFMAN, Speaker of the House of Representatives. DAVID G. BURNET, President of the Senate. Approved February 5th, 1840. MIRABEAU B. LAMAR.**



# Republic of Texas

## Robertson county Court At Law; the people's *de jure* court of Texas.

James Michael; house of Tesi

Demandant,

v.

James Dimon, CEO & Chairman  
JP Morgan Chase & Company  
270 Park Avenue  
New York, NY near [10517]

Case No. 09-0528

Respondent,

vs

### WRIT

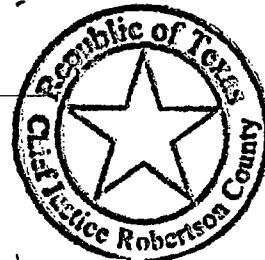
The Republic of Texas to Respondent: James Dimon

The Republic of Texas Grand Jury indictments have been issued against you, in the above entitled matter, charging you with deceptive trade practices, against the peace and dignity of the republic.

You are Noticed, to appear to answer these charges on Saturday, 10:30 AM (CDT) on the twenty fifth day of July in the year of our Lord two thousand and nine at 5800 Oak Grove Road, Fort Worth, Texas republic.

Your failure to appear as Noticed, may cause a default judgment against you before a Common Law Jury.

Henry Norman; house of Suhl  
Chief Justice  
Robertson county Court





# Republic of Texas

## Certificate of Service

Republic of Texas

SSS

Robertson county

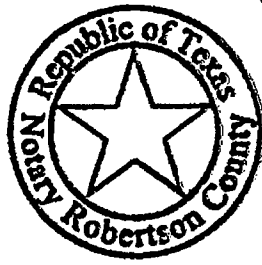
I, Nova Parks affirm that I served this document as follows:

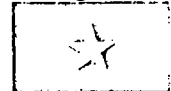
Date Served 11 July 2009 Time served 11:00  AM  PM

Served on whom James Dimon

Location served 270 Parks Ave New York NY

Nova Parks  
Signature of Officer serving document





Texas republic  
National Standard

county of Robertson  
Common Law Court

Robertson County Common Law Court Document number: 200909070052	1836  republic of Texas
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Common Law Judgment  
Cause No. 09-0628

July 25th 2009

**"JUDGMENT"**

James Dimon (and all that you are), CEO/Chairman J P Morgan Chase

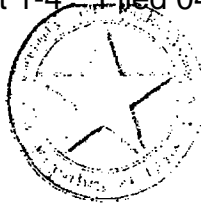
On the twenty fifth day of June Two thousand nine, A.D. you were noticed by the county of Robertson Common Law Court via registered mail # RR 626 252 611 US to appear at 5800 Oak Grove Road, Fort Worth, Texas at said court to defend yourself.

200909070052

The Republic of Texas Common Law Jury of county of Robertson heard the testimony from the Demandant James Michael; house of Tesi with regards to grand jury indictments Cause No. 09-0628 against Respondent James Dimon, on the Twenty fifth day of July two thousand nine A.D. As you, James Dimon did not appear before court and as required by Texas statutory law, a plea of "Not Guilty" was entered on your behalf. The Jury found the Respondent guilty of Harassment and Fraud against the Demandant James Michael; house of Tesi, with the corresponding final Judgments, for crimes committed against the peace and dignity of the republic.

The Court demands that James Dimon (and all that he is), CEO/Chairman J P Morgan Chase send a receipt stating that full payment has been received by a negotiable instrument for the so called loan instrument # 1845610624, and it is to be sent to James Michael; house of Tesi, c/o 8528 Davis Blvd. #134-198 North Richland Hills, Texas 76182 within 45 days of the receipt of this notice.

The Court further demands that you immediately upon receipt of this notice cease and desist with correspondence directed at James Michael; house of Tesi, including the use of the titles JAMES MICHAEL TESI, or any spelling/case derivation thereof, either electronically, written or in person,



regarding interest and payments due on the supposed loan # 1845610624 which the court has determined to be paid in full.

Furthermore, The Court demands full conveyance of any Deed of Trust and Lien of Trust regarding the property with an address of 669 BEAR CREEK DRIVE, HURST TEXAS, or any spelling/case derivation thereof.

Failure to fully satisfy this judgment within 45 days of the receipt of this notice shall result in further action against Respondent, James Dimon (and all that he is).

Certified and attested to said Robertson County Common Law Jury's final rulings.

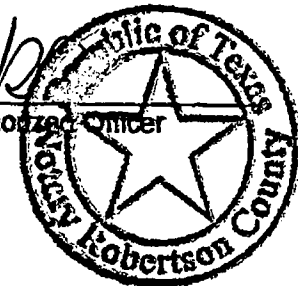
200909070052

*H. Norman house of Suhl*  
Henry Norman, house of Suhl  
Chief Justice, county of Robertson  
Common Law Court



I verify that this judgment was served on James Dimon, CEO/Chairman J P Morgan Chase by the United States Post Office by Certified mail # 1008 1140 0003 2554 17166 with Return Receipt Requested on this 8<sup>th</sup> day of September 2009.

By: *[Signature]*  
Robertson County Authorized Officer



**RULE 53. SPECIAL ACT OR LAW**

A pleading founded wholly or in part on any private or special act or law of this State or of the Republic of Texas need only recite the title thereof, the date of its approval, and set out in substance so much of such act or laws as may be pertinent to the cause of action or defense.

**RULE 54. CONDITIONS PRECEDENT**

In pleading the performance or occurrence of conditions precedent, it shall be sufficient to aver generally that all conditions precedent have been performed or have occurred. When such performances or occurrences have been so plead, the party so pleading same shall be required to prove only such of them as are specifically denied by the opposite party.

**RULE 55. JUDGMENT**

In pleading a judgment or decision of a domestic or foreign court, judicial or quasi-judicial tribunal, or of a board or officer, it shall be sufficient to aver the judgment or decision without setting forth matter showing jurisdiction to render it.

# **EXHIBIT "B"**

*BC Bond*

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.  <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.                 </p> <p>1. Article Addressed to:</p> <p style="margin-left: 20px;"> <i>Mike Cavanagh CFO</i>  <i>JP morgan chase Bank</i>  <i>270 Park Avenue</i>  <i>New York, NY 10017-2014</i> </p>	<p>A. Signature</p> <p style="margin-left: 20px;"> <input checked="" type="checkbox"/> <i>L. Delgado</i> <span style="float: right;"><input type="checkbox"/> Agent</span>  <span style="float: right;"><input type="checkbox"/> Addressee</span> </p> <p>B. Received by (Printed Name)</p> <p style="margin-left: 20px;"><i>[Blank]</i></p> <p>C. Date of Delivery</p> <p style="margin-left: 20px;"><i>10/20/09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p style="margin-left: 20px;"><i>7008 1830 0002 0006 1000</i></p>	<p>3. Service Type</p> <p> <input type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered        <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail       <input type="checkbox"/> C.O.D.                 </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004      Domestic Return Receipt      102595-02-M-1540</p>	

*BC Bond*

SENDER COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.  <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.                 </p> <p>1. Article Addressed to:</p> <p style="margin-left: 20px;"> <i>JAMIE DIMON CEO</i>  <i>JP MORGAN CHASE Bank</i>  <i>270 Park Avenue</i>  <i>New York, NY 10017-2014</i> </p>	<p>A. Signature</p> <p style="margin-left: 20px;"> <input checked="" type="checkbox"/> <i>L. Delgado</i> <span style="float: right;"><input type="checkbox"/> Agent</span>  <span style="float: right;"><input type="checkbox"/> Addressee</span> </p> <p>B. Received by (Printed Name)</p> <p style="margin-left: 20px;"><i>[Blank]</i></p> <p>C. Date of Delivery</p> <p style="margin-left: 20px;"><i>10/20/09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                      If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p style="margin-left: 20px;"><i>7008 1830 0002 0006 1017</i></p>	<p>3. Service Type</p> <p> <input type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered        <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail       <input type="checkbox"/> C.O.D.                 </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>PS Form 3811, February 2004      Domestic Return Receipt      102595-02-M-1540</p>	



10/14/09

**JAMES MICHAEL TESI**  
**8528 DAVIS BLVD, 134-198**  
**NORTH RICHLAND HILLS, TEXAS 76180**

**BOND #QOO287239. U.S. Government Backed Bond**

**Greetings, Mr. Jamie Dimon d/b/a JAMIE DIMON CEO,**  
**Mr. Mike Cavangh d/b/a MIKE CAVANGH CFO**  
**JP MORGAN/CHASE BANK.**

This matter is private and as such should be handled confidentially, concerning the aforementioned account. Precedent upon proof of claim that the instruments you have in your possession, the birth certificate bond and also the social security trust, should be sufficient to set off and pay the above referenced account in accordance with House Joint Resolution 192 of 1933.

In light of this, the payments via a payment and performance bond(s) respectively are for settlement compensation on the aforementioned file number for this specific case. Bonds are acceptable tender by banking institutions and all government agencies and as such are therefore utilized regularly by these established institutions to satisfy and settle all legal debts. This will be done with the necessary documentation and permissions that will allow you to settle this debt with all expediences.

In summary and to reiterate for clarity, the authorized representative **James-Michael: Tesi**, is to make full payment to satisfy and for settlement of this case for JAMES MICHAEL TESI with legal permissions invested by JAMES MICHAEL TESI to act in \*HIS behalf in this matter for payment, settlement of the case file, referencing the (account # 30-184561024-529) at the sum certain of \$200, 000. 00. Any overage is to be utilized for any other fees or contingencies that may arise as you complete this transaction. Please return any escrow, overage concerning the completion of this transaction, to the aforementioned authorized representative, **James-Michael: Tesi** at the contact address referenced above. In this matter, please respond within 10 days of the (381 lgreen returned receipt) of this letter as to your reception and settlement of this case file. Upon the 10<sup>th</sup> day, if there has been no response by you or your office in writing as to the settlement and Acceptance of Value in this Account, this matter will be considered tendered, settled of said debt, This transaction will be recorded on a UCC 3, and you will be sent a NOTICE of DEFAULT, to prove the tendering of the debt. If you have any questions, please feel free to contact me personally at the new contact address listed above.

Thank you for your cooperation in this matter.

James Michael Tesi  
James Michael Tesi, Secured Party  
Private Exemption # 079-46-2797

JAMES MICHAEL TESI  
JAMES MICHAEL TESI  
DEBTOR

James Michael Tesi  
Authorized Representative

 **COPY**  
10/14/2009

**JAMES MICHAEL TESI**  
**8528 DAVIS BLVD, 134-198**  
**NORTH RICHLAND HILLS, TEXAS 76180**

**Account # 30-1845610624-529 JP MORGAN/CHASE BANK**  
**Account #119044285-3 BANK OF AMERICA INC.**

**Greetings Mr. Gene Dodaro U.S.COMPTROLLER**

I am The Authorized Representative for **JAMES MICHAEL TESI**.

The following documents (copies) concerning the Accepted for Value, Payment and Settlement are enclosed for your review.

**BOND # MOO428617. U.S. Government Backed Bond**  
**BOND # QOO287239. U.S. Government Backed Bond**

**IF THIS IS NOT IN YOUR JURISDICTION, THEN PLEASE DIRECT ME TO  
THE CORRECT DEPARTMENT**

**The debt has been tendered.**

Thank you for your cooperation in this matter.

By  \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

**RELEASE OF PERSONAL PROPERTY FROM ESCROW**

Whereas JAMES MICHAEL TESI, of 156-62-136076, by a bond  
(Name) (Place of Residence)  
for the performance of U.S. Government Contract Number 079-46-2797,  
became a surety for the complete and successful performance of said contract, and Whereas  
said surety has placed certain personal property in escrow  
in Account Number FILE NUMBER 30-1845610624-529 on deposit  
at JP MORGAN/CHASE BANK  
(Name of Financial Institution)

located at 270 PARK AVENUE NEW YORK, NY 10017-2014, and  
(Address of Financial Institution)

Whereas I, James-Michael: Tesi, being a duly authorized  
representative of the United States government as a warranted contracting officer, have  
determined that retention in escrow of the following property is no longer required to ensure  
further performance of the said Government contract or satisfaction of claims arising  
therefrom:

SEE ATTACHMENTS, FILE NUMBER 30-184561024-529; \*LETTER OF INSTRUCTION, Standard  
Form 28, Standard Form 1414, Standard Form 1416, Standard Form 1418, BC BOND


and

Whereas the surety remains liable to the United States Government for the continued  
performance of the said Government contract and satisfaction of claims pertaining thereto.

Now, therefore, this agreement witnesseth that the Government hereby releases from escrow  
the property listed above, and directs the custodian of the aforementioned escrow account to  
deliver the listed property to the surety. If the listed property comprises the whole of the  
property placed in escrow in the aforementioned escrow account, the Government further  
directs the custodian to close the account and to return all property therein to the surety, along  
with any interest accruing which remains after the deduction of any fees lawfully owed to

JP MORGAN/CHASE BANK  
(Name of Financial Institution)

10/14/09  
[Date]

  
[Signature]

Seal



Chase Home Finance LLC

March 22, 2009

Loan Number 30-1845610624-529

REQUESTOR:

JAMES M. TESI
669 BEAR CREEK DR
HURST TX 76054

BORROWER NAME AND PROPERTY ADDRESS:

JAMES M. TESI
669 BEAR CREEK DR
HURST, TX 76054

BREAKDOWN OF AMOUNT OWED

Table with 4 columns: Description, Amount, Description, Amount. Rows include Principal Balance (\$181,673.90), Recording Fee (20.00), Interest from 03/01/2009 to 03/31/2009 (970.59), Total Amount Secured by the Mortgage (182,664.49), Total Amount Owed including Service Fees (182,664.49), Interest Rate (5.500000%), and Per Diem (32.35).

Chase Home Finance LLC ("CHF") will issue and mail the annual tax & interest statement (substitute form 1098) record at the end of the calendar year. IF THE PROPERTY IS SOLD, PLEASE PROVIDE THE SELLERS FORWARDING ADDRESS.

FORWARDING ADDRESS:

The above figures are subject to final verification upon receipt of the payoff remittance by CHF. Except where prohibited, CHF reserves the right to adjust the above figures and refuse any funds which are insufficient to pay the Total Amount Secured by the Mortgage for any reason including but not limited to error in calculation of the Total Amount Secured by the Mortgage, previously dishonored check or money order, stop payment of checks or ACH payments or additional disbursement made by CHF between the date of this payoff statement and the receipt of funds. The Total Amount Secured by the Mortgage, pursuant to this statement, is further conditioned upon:

- 1. If the payoff remittance is insufficient to pay the Total Amount Secured by the Mortgage, we will withdraw funds from the borrower(s) escrow account, if available, to complete such payoff.
2. All checks which have been tendered to CHF in satisfaction of monthly payments must have cleared the borrower's bank. DO NOT PLACE A "STOP PAYMENT" ON CHECKS previously mailed to CHF or cancel ACH debits by CHF prior to prepayment in full.
3. Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) WILL BE PAID FROM ESCROW AS NORMALLY SCHEDULED (up to the date payoff funds are received).
4. Payoff funds should be remitted via wire transfer to: NOTE: FUNDS THAT CANNOT BE IDENTIFIED WILL BE RETURNED.

JPMorgan Chase Bank, N.A.
ACCOUNT #323553729
ABA ROUTING NUMBER 021000021
ACCOUNT NAME: Chase Home Finance LLC Payoff Wire Account
WIRE DESCRIPTION MUST INCLUDE CHASE HOME FINANCE LLC LOAN NUMBER, CUSTOMER NAME, PROPERTY ADDRESS, AND AGENT'S CONTACT INFORMATION
ATTN: PAYOFF PROCESSING

If you are not remitting funds via wire transfer, payoff funds must be in the form of a CASHIER'S CHECK or OFFICIAL BANK CHECK payable and forwarded to:

CHASE HOME FINANCE LLC
ATTN: DEPARTMENT PP-7456
3415 VISION DRIVE
COLUMBUS, OH 43219

**AFFIDAVIT OF INDIVIDUAL SURETY**

(See instructions on reverse)

OMB Number: 9000-0001  
Expires: 6/30/2011

Public reporting burden for this collection of information is estimated to average 0.4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Regulatory Secretariat (VPR), Office of Acquisition Policy, GSA, Washington, DC 20405.

STATE OF <b>TEXAS</b>	FILE NUMBER 30-1845610624-529; *ATTACHED LETTER OF SS, INSTRUCTION, OPTIONAL FORM 91, STANDARD FORM 1414, STANDARD FORM 1416, STANDARD FORM 1418, BC BOND
COUNTY OF <b>TARRANT</b>	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)  <b>JAMES MICHAEL TESI</b>	2. HOME ADDRESS (Number, Street, City, State, ZIP Code) <b>156-62-136076</b>
3. TYPE AND DURATION OF OCCUPATION <b>SURETY/LIFETIME</b>	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State) <b>FUNCTIONAL THERAPEUTIC SOLUTIONS; LLC 8528 DAVIS BLVD 134-188 N. RICHLAND HILLS, TX 76180</b>
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (Number, Street, City, State, ZIP Code) <b>DEPOSITORY TRUST COMPANY 55 WATER STREET, NEW YORK, NY 10041-0099</b>	6. TELEPHONE NUMBER <b>HOME - N/A BUSINESS - N/A</b>

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:  
(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

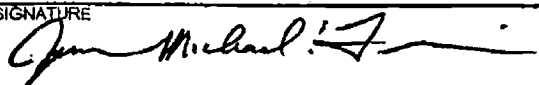
see FILE NUMBER 30-1845610624-529  
see OPTIONAL FORM 91-PERSONAL PROPERTY FROM ESCROW (attached)  
see STANDARD FORM 1414-CONSENT OF SURETY (attached)  
see STANDARD FORM 1416-PAYMENT BOND (attached)  
see STANDARD FORM 1418-PERFORMANCE BOND (attached); see BC BOND (attached)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof.)  
**156-62-136076**

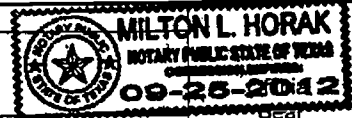

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.  
**FILE NUMBER 30-1845610624-529; OPTIONAL FORM 91-PERSONAL PROPERTY FROM ESCROW; STANDARD FORM 1414-CONSENT OF SURETY; STANDARD FORM 1416-PAYMENT BOND; STANDARD FORM 1418-PERFORMANCE BOND; BC BOND**

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.  
see the following attachments: FILE NUMBER 30-1845610624-529; \*LETTER OF INSTRUCTION; STANDARD FORM 28; OPTIONAL FORM 91; STANDARD FORM 1414; STANDARD FORM 1416; STANDARD FORM 1418; BC BOND

**DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.**

10. SIGNATURE 	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where Appropriate) <b>BC BOND, OF 91, SF 1414, SF 1416, SF 1418, *ATTACHED LETTER OF INSTRUCTION.</b>
--	---

**12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:**

a. DATE OATH ADMINISTERED MONTH DAY YEAR <b>8 31 2008</b>	b. CITY AND STATE (Or other jurisdiction) <b>AUSTIN TEXAS</b>	
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH (Type or print) <b>COE DARRYL S. CONNOR SECRETARY OF STATE</b>	d. SIGNATURE 	
e. MY COMMISSION EXPIRES <b>9-25-12</b>		

AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is not usable

STANDARD FORM 28 (REV. 6/2003)  
Prescribed by GSA-FAR (48 CFR) 53.228(e)

<b>CONSENT OF SURETY</b>	1. CONTRACT NUMBER	2. MODIFICATION NUMBER	3. DATED
	FILE # 30-1845610624-529	156-62-136076	10/14/2009

The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. INDIVIDUAL PRINCIPAL	a. NAME OF PRINCIPAL <b>JAMES MICHAEL TESI</b>			c. SIGNATURE <b>JAMES MICHAEL TESI</b>		(Affix Seal)
	b. BUSINESS ADDRESS			d. TYPED NAME James- Michael: Tesi		
	STREET ADDRESS 8528 DAVIS BLVD, 134-198			e. TYPED TITLE Authorized Representative		
	CITY NORTH RICHLAND HILLS	STATE TX	ZIP CODE 76180	f. DATE THIS CONSENT EXECUTED 10/14/2009		
5. CORPORATE PRINCIPAL	a. CORPORATE NAME <b>JAMES MICHAEL TESI</b>			g. PERSON EXECUTING CONSENT (Signature) <b>JAMES MICHAEL TESI</b>		(Affix Seal)
	b. BUSINESS ADDRESS			d. TYPED NAME James- Michael: Tesi		
	STREET ADDRESS 8528 DAVIS BLVD, 134-198			e. TYPED TITLE Authorized Representative		
	CITY NORTH RICHLAND HILLS	STATE TX	ZIP CODE 76180	f. DATE THIS CONSENT EXECUTED 10/14/2009		

**6. CORPORATE/INDIVIDUAL SURETY (CO-SURETIES)**

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

A	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
	b. BUSINESS ADDRESS			d. TYPED NAME		
	STREET ADDRESS			e. TYPED TITLE		
	CITY	STATE	ZIP CODE	f. DATE THIS CONSENT EXECUTED		
B	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
	b. BUSINESS ADDRESS			d. TYPED NAME		
	STREET ADDRESS			e. TYPED TITLE		
	CITY	STATE	ZIP CODE	f. DATE THIS CONSENT EXECUTED		
C	a. CORPORATE/INDIVIDUAL SURETY'S NAME			c. PERSON EXECUTING CONSENT (Signature)		(Affix Seal)
	b. BUSINESS ADDRESS			d. TYPED NAME		
	STREET ADDRESS			e. TYPED TITLE		
	CITY	STATE	ZIP CODE	f. DATE THIS CONSENT EXECUTED		

(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)

<b>PAYMENT BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> <small>(See instructions on reverse)</small>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> 10/14/2009	OMB NO.: 9000-0045		
<small>Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.</small>				
PRINCIPAL <i>(Legal name and business address)</i>  JAMES MICHAEL TESI 8528 DAVIS BLVD, 134-198 NORTH RICHARDS HILLS, TEXAS 76180	TYPE OF ORGANIZATION <i>("X" one)</i> <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION			
	STATE OF INCORPORATION 156-62-136076			
SURETY(IES) <i>(Name(s) and business address(es)) (Include ZIP code)</i>  JAMES MICHAEL TESI DEPOSITORY TRUST COMPANY 55 WATER STREET NEW YORK, NEW YORK 10041	<b>PENAL SUM OF BOND</b>			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
		200	000	.00
	CONTRACT DATE	CONTRACT NO.		
	10/14/2009	FILE #30-1845610624-529		

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

THEREFORE: SEE ATTACHED; SF 28, SF 1414, SF 1418, OPTIONAL FORM 91, BC BOND

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the the contract, or any part thereof, was performed and executed, and not elsewhere.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1. <i>JAMES MICHAEL TESI</i> <small>(Seal)</small>	2. <small>(Seal)</small>	3. <small>(Seal)</small>	Corporate Seal	
NAME(S) & TITLE(S) <small>(Typed)</small>	1. JAMES MICHEAL TESI	2. <small>(Seal)</small>	3. <small>(Seal)</small>		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1. <i>James-Michael, Tesi</i> <small>(Seal)</small>	2. <small>(Seal)</small>			
NAME(S) & TITLE(S) <small>(Typed)</small>	1. James- Micheal: Tesi / Authorized Representative		2.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <small>(Typed)</small>	1.	2.		
SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <small>(Typed)</small>	1.	2.		

**INSTRUCTIONS**

1. This form is authorized for use when payment bonds are required under FAR (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
 (b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



<b>PERFORMANCE BOND FOR OTHER THAN CONSTRUCTION CONTRACTS</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i> 10/14/2009	OMB No.: 8000-0045
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Public reporting burden for this collection of information is estimated to average 26 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL <i>(Legal name and business address)</i>  JAMES MICHAEL TESI 8528 DAVIS BLVD, 134-198 NORTH RICHLAND HILLS, TEXAS 76180	TYPE OF ORGANIZATION <i>("X" one)</i> <input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION  STATE OF INCORPORATION 156-62-136076
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SURETY(IES) <i>(Name(s) and business address(es))</i>  JAMES MICHAEL TESI DEPOSITORY TRUST COMPANY 55 WATER STREET NEW YORK, NEW YORK 10041	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td></td> <td style="text-align: center;">200</td> <td style="text-align: center;">000</td> <td style="text-align: center;">.00</td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> <tr> <td colspan="2">1014/2009</td> <td colspan="2">FILE #30-1845610624-529</td> </tr> <tr> <td colspan="2">OPTION DATE</td> <td colspan="2">OPTION NO.</td> </tr> <tr> <td colspan="2">N/A</td> <td colspan="2">N/A</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS		200	000	.00	CONTRACT DATE		CONTRACT NO.		1014/2009		FILE #30-1845610624-529		OPTION DATE		OPTION NO.		N/A		N/A	
PENAL SUM OF BOND																													
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS																										
	200	000	.00																										
CONTRACT DATE		CONTRACT NO.																											
1014/2009		FILE #30-1845610624-529																											
OPTION DATE		OPTION NO.																											
N/A		N/A																											

**OBLIGATION:**  
 We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**  
 The Principal has entered into the contract identified above.

**THEREFORE:** SEE ATTACHED; SF 28, SF 1414, SF 1416, OPTIONAL FORM 91, BC BOND

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.


**WITNESS:**  
 The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1. JAMES MICHAEL TESI <i>(Seal)</i>	2. <i>(Seal)</i>	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1. JAMES MICHAEL TESI	2. <i>(Seal)</i>	

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. <i>(Signature)</i> <i>(Seal)</i>	2. <i>(Seal)</i>	Corporate Seal
NAME(S) <i>(Typed)</i>	1. James-Michael: Tesi / Authorized Representative	2. <i>(Seal)</i>	

CORPORATE SURETY(IES)			
<b>SURETY A</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$
	SIGNATURE(S)	1. <i>(Seal)</i>	2. <i>(Seal)</i>
	NAME(S) & TITLE(S) <i>(Typed)</i>	1. <i>(Seal)</i>	2. <i>(Seal)</i>

<b>SURETY B</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
<b>SURETY C</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
<b>SURETY D</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
<b>SURETY E</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
<b>SURETY F</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	
<b>SURETY G</b>	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

<b>BOND PREMIUM</b>		RATE PER THOUSAND (\$)	TOTAL (\$)
---------------------	---	------------------------	------------

**INSTRUCTIONS**

- This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
  - Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

# VITAL RECORDS CERTIFICATE

DIVISION OF RECORDS  
DEPARTMENT OF HEALTH  
BOROUGH OF MANHATTAN

## Certificate of Birth

FILED  
22 OCT 5 AM 11:55

156-62-136076

Certificate No.

1. Full name of child (first) <b>James</b>		Middle name <b>Michael</b>		Last name <b>Tesi</b>	
2. Sex <b>Male</b>	3. Number of children born of this pregnancy <b>one</b>	5. Date of child's birth (Month) <b>Oct.</b> (Day) <b>2</b> (Year) <b>1962</b>	Time of birth (a.m.) <b>12:26</b> (p.m.) <b>P.M.</b>		
6. PLACE OF BIRTH (a) NEW YORK CITY; (b) Borough <b>Manhattan</b>		7. USUAL RESIDENCE OF MOTHER (a) State <b>New York</b>			
(c) Name of Hospital or Institution <b>Lenox Hill Hospital</b>		(b) City or Town <b>New York City</b>			
(d) If not in hospital, street address No.		City No. <b>309 E. 74th St.</b>			
8. Full name <b>Thomas Tesi</b>		12. Full maiden name <b>Geraldine Richter</b>			
9. Age at time of this birth <b>32</b> years		13. Age at time of this birth <b>28</b> years			
10. Birthplace (city or place and State, or country) <b>New York, N.Y.</b>		14. Birthplace (city or place and State, or country) <b>New York, N.Y.</b>			
15. Usual Occupation <b>Warehouse Mgr.</b>		16. Total number of children born alive PREVIOUS to this pregnancy <b>Two</b>			
17. Kind of business or industry in which work was done <b>Record Changers</b>		18. Number of children born PREVIOUS to this pregnancy and NOW LIVING <b>Two</b>			

I hereby certify that this child was born alive at the hour and on the date stated above, and that all the facts stated in this certificate and report of birth are true to the best of my knowledge, information, and belief.

Date of Report **Oct. 2, 1962**

(Signed) *Warner Nash* M.D.

Given name added from a supplemental report (Date of) \_\_\_\_\_  
Borough Registrar

Name of Signer **WARNER NASH, M.D.**  
Address **175 E. 74th St. N.Y.C. N.Y.**

Print here the mailing address of mother. →  
Copy of this certificate will be mailed to her when it is filed with the Department of Health.

Name **Mrs. Thomas Tesi**  
Address **309 E. 74th St.** Apt \_\_\_\_\_  
City **New York City** Post Office **New York** State **N.Y.**

BUREAU OF RECORDS AND STATISTICS DEPARTMENT OF HEALTH THE CITY OF NEW YORK

This is to certify that the foregoing is a true copy of a record on file in the Department of Health and Mental Hygiene. The Department of Health and Mental Hygiene does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3.19(b) of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.

DATE ISSUED **August 15, 2009**

Steven P. Schwartz, Ph.D., Chief Registrar



000282239



## WARNING

### Failure of Financial Institutions to Process The Secured Promissory Note

### DO NOT DISCARD.

#### Failure to Credit the Certified Secured Promissory Note under 12 USC 24

discharges the debt: The department that handles TT&L account for a bank must credit all pre-authorized transfers/EEI electronically. All pre-paid exempt exchange items must be credited through the pass-through account for the approval of the use of the exemption. No other approval is required to honor this pre-authorized transfer/EEI. Without evidence of the trustee's dishonor of this instrument within (72) hrs, you must release the hold on the credits, making them available for the creditor.. If you experienced any processing fees associated with this exchange/credit, you may direct-bill drawer for any such fees. Payment-in-Full has already been tendered. Your failure and refusal to follow these instructions has already resulted in the discharge of the accompanying Title/Account Number xxxxxxxxxxxx under UCC 3-603(b).

### **U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS ..PART 6. DISCHARGE AND PAYMENT**

#### **§ 3-603. TENDER OF PAYMENT.**

- (a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.
- (b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.
- (c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

#### **12 USC Chapter 2 (12 US CODE Chapter 2) - National Banks**

#### **Subchapter IV - Regulation of the Banking Business; Powers and Duties of National Banks**

#### **§ 90. Depositaries of public moneys and financial agents of Government**

(a) Forfeiture of franchise; personal liability of directors If the directors of any national banking association shall knowingly violate, or knowingly permit any of the officers, agents, or servants of the association to violate any of the provisions of title 62 of the Revised Statutes, all the rights, privileges, and franchises of the association shall be thereby forfeited. And in cases of such violation, every director who participated in or assented to the same shall be held liable in his personal and individual capacity for all damages which the association, its shareholders, or any other person, shall have sustained in consequence of such violation

**BEWARE** [F]ailure or continued failure to process/credit the existing tender[Balance the Books] may constitute a violation of the United States Bankruptcy which may constitute the act of Treason and Sedition against the United States Bankruptcy along with additional violations of Title 22, Title 28, Title 18 and Title 26,

Name and Address of Sender

Check type of mail or service:

- Certified
- COD
- Delivery Confirmation
- Express Mail
- Insured
- Registered Delivery (International)
- Registered
- Return Receipt for Merchandise
- Signature Confirmation

Alix Stamp Here

If issued as a certificate of mailing, or for additional copies of this bill/Postmark and Date of Receipt

Article Number

Address (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

2 RA 48W 313 3B9US

Chase Home Finance LLC  
 Attn: Department PP-1456  
 3415 Vision Drive  
 Columbus, OH 43219

1	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
2	RA 48W 313 3B9US	Chase Home Finance LLC Attn: Department PP-1456 3415 Vision Drive Columbus, OH 43219							
3	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
4	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
5	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
6	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
7	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
8	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Total Number of Pieces  
 Total Number of Pieces Received at Post Office

Postmaster: For Name of postaging employee(s)

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

May 27, 2009

The Private Bank of Denny Ray Hardin  
2450 Elmwood  
Kansas City, Missouri 64127  
(816)231-2258

Certified Mail # 7008 3230 0000 7711 4557  
To: J.P.MORGAN CHASE & CO.  
James L. Dimon, President, CEO & Chairman  
Attention (Board Member)  
Office of the Secretary  
270 Park Avenue, 38<sup>th</sup> Floor  
NY, NY 10017

Certified Mail # 7008 3230 0000 7711 4564  
To: Chase Home Finance, LLC  
Attn: Dept. PP-7456 3415  
3415 Vision Drive  
Columbus, OH 43219

Certified Mail # 7008 3230 0000 7711 4571  
To: Chase Home Finance, LLC  
P.O. Box 9001871  
Louisville, KY. 40290-1871

Subject: Extortionate Credit Transaction 18 USC 891 – 894  
Interference with Commerce 18 USC 1951  
Fraud 18 USC 1001

Account Number: 30-1845610624-529 James M. Tesi

Dear: James L. Dimon,

Affidavit of Denny Ray Hardin”

Further to the unsigned letter of your company attached, we dispute this claim of debt and all claims of contract under 15 USC 1692g. These debts are paid in full under UCC 3 – 603.

PROOF OF CLAIM

**Facts**

I, Denny Ray Hardin, a "Private Banker" have ledgered payments of \$181,673.90 for full payment of the debt of James M. Tesi. Evidenced by the attached "Bonded Promissory Note".

This payment was received by "Chase Home Finance,LLC." served by "Registered Mail" Tracking Numbers RA 486 313 389 US was signed for and lawfully received on March 30, 2009. Evidenced by the attached "Track and Confirm" of the "UNITED STATES POST OFFICE". By the law of commerce, when payment is received, the debt is paid in full UCC3-603.

I, Denny Ray Hardin, dispute the validity of this "Debt" and dispute all claims of contract under the "Fair Debt Collection Act" 15 USC 1692g. By this law no disputed debt can be collected until the validity of the debt is lawfully established by a court of law. 15 USC 1692g2. This debt is paid in full under UCC3-603.

I, Denny Ray Hardin, "Agent" petition all local law enforcement and court officers to protect the rights of my "Principal" and his property to be secure against unlawful conduct of criminals engaged in organized crime. Should these "Racketeers" refused to cease and desist their criminal conduct, this "Affidavit" should be utilized as evidence of "Probable Cause" to support a "Criminal Complaint" to bring these agents before a court of proper jurisdiction to account for their criminal conduct.

James L. Dimon, you are given lawful notice to cease and desist all action by you and your agents engaged in "Racketeering Activities". You personally are responsible for the conduct of "Chase Home Finance,LLC." and the injuries it causes to the people. Further refusal to credit this account, is a crime now with malice, intent and knowledge, you will be held accountable under the law.

28 USC 1746

I, Denny Ray Hardin, declare under the penalty of perjury, under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, understanding and beliefs. This "Affidavit" is made without purpose of evasion or intent to mislead, if some fact is proved by facts, law and evidence to be incorrect, I reserve the right to amend it for the "truth" to be clearly stated. This "Affidavit" must be accepted as "Truth", unless a "Counter Affidavit" signed under the penalty of perjury, is presented in dispute. "Truth" is the law of "Commerce". "Judgment" must follow the "Truth". This "Affidavit" must be

NEGOTIABLE

Ref. Bond No. RA 219 314 616 US-DRH  
NEGOTIABLE

**BONDED PROMISSORY NOTE**

Note Number: DRH03151977BPN1659 \*  
USPS Tracking # RA 486 313 389 US

Date: March 27, 2009

Pay to the

Order of CHASE HOME FINANCE LLC

**\$181,673.90 USD**

One hundred eighty one thousand six hundred seventy three dollars and ninety cents

MEMO: This Note shall be applied as Full Payment and Satisfaction on behalf of JAMES M. TESI SSN# 079 46 2797 and shall be lodged against Offset Bond # DRH11207T1-POB1, USPS Tracking Number RR 294 796 419 US for the settlement of ACCOUNT NUMBER 30-1845610624-529 to CHASE HOME FINANCE LLC, ATTN: DEPARTMENT PP-7456 3415 VISION DRIVE COLUMBUS, OH 43219 for the Full Value of said Account and the Immediate Release and Discharge of said Party from all related Liabilities, Contracts, Accounts, and Obligations deriving therefrom. Ledger all Fees associated with this transaction against the Offset Bond # DRH11207T1-POB1, USPS Tracking Number RR 294 796 419 US.

This instrument is a BONDED PROMISSORY NOTE tendered by the Undersigned, Denny Ray Hardin, hereinafter "Maker," in good faith, and in accordance with law, as full satisfaction of a debt owed in favor of Payee herein, on behalf of the Party and Account as noted in the above Memo.

On this Twenty-seventh day of March 2009, I, Denny Ray Hardin, by this negotiable instrument promise to Pay to Payee \$181,673.90 USD. Payable on demand upon presentment of this original instrument properly endorsed on or after March 27, 2009 AD. This statement constitutes Maker's promise for paying this instrument upon Presentment.

As an operation of law, Payee tacitly consents and agrees that there is accord and satisfaction by use of this instrument for satisfying Payee's claim and James M. Tesi is hereby discharged from liability on this amount and the obligation is suspended.

Denny Ray Hardin  
Kansas City, Missouri

Dated: March 27, 2009

.....  
Denny Ray Hardin, "As good as Avel"  
Private Offset Account Number 497 68 6951  
Present to FRB NYC 0210-0120-8 Bond Acct: B58997028  
33 Liberty Street, New York, NY 10045  
Offset Bond # DRH11207T1-POB1  
USPS Tracking Number RR 294 796 419 US

Witness ..... Witness .....

Authorized person indorse below. Print name and official title when presenting this instrument for payment. Government-issued ID with photograph required, i.e. only the following types of ID accepted: state-issued Drivers License; state-issued Identification Card; Passport.

Printed Name of Endorser \_\_\_\_\_

Form of Photo Identification \_\_\_\_\_

Official Title of Endorser \_\_\_\_\_

Form of Official Identification \_\_\_\_\_

Date of Presentment and Endorsement \_\_\_\_\_

Signature of Endorser \_\_\_\_\_

Private Discharging and Indemnity Bond # DRH091307-1  
USPS TRACKING NUMBER: RR 294 796 396 US  
Offset Bond#: DRH11207T1-POB1  
USPS TRACKING NUMBER: RR 294 796 419 US

Issue Date: March 27, 2009



accepted as "Proof of Claim" in all courts of the United States of America. Failure to do so is denial of the truth.

God's will be done.



Denny Ray Hardin, Agent



Home | He

Track & Confirm

## Track & Confirm

### Search Results

Label/Receipt Number: RA48 6313 389U S  
Status: Delivered

Your item was delivered at 10:18 am on March 30, 2009 in COLUMBUS, OH 43224. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

### Track & Confirm

Enter Label/Receipt Number.

[Restore Offline Details >](#)



[Return to USPS.com Home >](#)

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[Terms of Use](#)

[Business Customer Ga](#)

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No FEAR Act EEO Data

FOIA



# EXHIBIT "C"

*Final*

*Dispute*

**DUE PRESENTMENT UNDER NOTARY SEAL  
DEMAND FOR PERFORMANCE  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

**FROM:** James-Michael:Tesi, living soul  
c/o Cherie Allen, Notary Acceptor  
3025 N. Main, Ste. A  
Fort Worth, Texas [76106]

**NOTICE TO:** James Dimon, doing business as JAMES DIMON - CEO and doing business as CEO of JP MORGAN CHASE & COMPANY, CHASE HOME FINANCE ,LLC c/o 270 Park Avenue, New York, NY, USA [10017] using Certified ("U.S.") Mail Article Number 70090080000194310547.

To All Noticed Parties, Principals and Agents, named or otherwise:

At the request of: James-Michael:Tesi, living soul, reportedly a real party in interest, and under authority of the State of Texas, **due presentment** is hereby made of:

NOTICE OF DISPUTE OF DEBT and DEMAND, James M. Tesi, alleged ACCT. NO. 1845610624, (6 pages) dated November 16, 2009 and issued by: James-Michael:Tesi , living soul;

To maintain honor and receive the grace extended, please take thirty (30) days after this mailing sent via Certified ("U.S.") Mailing Number 70090080000194310547. Your response is to be sent in care of the undersigned notary public at the address noted above so it is received no later than (30) days beyond the postmark of this presentment. Non-performance will be certified and recorded in accord with governing law(s).

Thank you kindly for your attention.

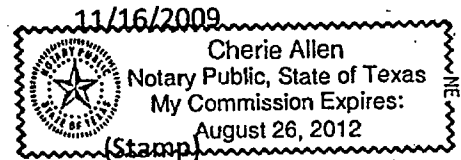
WITNESS my hand and official seal.

Cherie Allen (Seal)

Notary Public

Void where prohibited by law

My Commission expires: 8/26/2012



[Note: Notary Public, Cherie Allen, (CHERIE ALLEN) is not an attorney; is not licensed to practice law in the state of Texas and has not given legal advice nor accepted fees for legal advice. Cherie Allen provided no assistance in the preparation of the above referenced document; and has no interest in any issue referenced therein. Cherie Allen is not a party to this action and is ONLY acting in an authorized capacity as Liaison to communications between the parties.]

**NOTARY'S CERTIFICATE OF SERVICE**

It is hereby certified, that on or about, the date noted below, the undersigned Notary Public mailed to:

James Dimon, doing business as JAMES DIMON - CEO and doing business as CEO of JP MORGAN CHASE & COMPANY, CHASE HOME FINANCE ,LLC c/o 270 Park Avenue, New York, NY, USA [10017] using Certified ("U.S.") Mail Article Number 70090080000194310547

The documents attached and all related matters with Notice of Dispute and Demand and issued by James - Michael: Tesi, living soul, unless indicated otherwise and herein identified as follows:

1. NOTICE OF DISPUTE and DEMAND , (6 pages) dated November 16, 2009 issued by James-Michael: Tesi living soul;

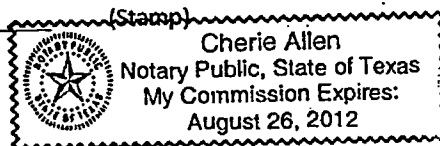
Mailing sent Certified ("U.S.") Mailing Number 70090080000194310547, proof of acceptance of terms attached, by placing same in a postpaid envelope properly addressed to above recipients at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service.

Cherie Allen (Seal)

11/16/09

Notary Public

My Commission expires: 8/26/2012



[Note: Notary Public, Cherie Allen, (CHERIE ALLEN) is not an attorney; is not licensed to practice law in the state of Texas and has not given legal advice nor accepted fees for legal advice. Cherie Allen provided no assistance in the preparation of the above referenced document; and has no interest in any issue referenced therein. Cherie Allen is not a party to this action and is ONLY acting in an authorized capacity as Liaison to communications between the parties.]

Send all correspondence c/o:  
Cherie Allen, Notary  
3025 N. Main St., Ste A  
Fort Worth, TX 76106

From: James-Michael: Tesi  
8528 Davis Blvd., 134-198.  
North Richland Hills, Texas 76182

November 16, 2009

To: Jamie (James) Dimon, CEO (and all that you are)  
JP MORGAN CHASE & COMPANY  
CHASE HOME FINANCE LLC  
270 Park Avenue, New York, NY 10017

CC: Chase Home Finance LLC  
800 Highway 121 Bypass  
Lewisville, Texas 75067  
Attn Home Lending Executive Office RH5

Sent: Certified Mail Return Receipt # 70090080000194310547

RE: Reply to November 5th, 2009 and other correspondence addressed to the upper/  
lower case James M. Tesi/JAMES TESI/JAMES M. TESI copyrighted /trademarked title  
which neither you or your Law Firm Barrett Daffin Frappier Turner & Engel., LLP were  
given written permission to use in your communications (copy enclosed). The true title  
holder to the property described as being located at 669 Bear Creek Drive, Hurst Texas, is  
James-Michael: Tesi (see common law judgment document enclosed). **Let it be known  
that I, James-Michael: Tesi a sovereign living man will be collecting all  
correspondence sent to the above designated mail box for evidence of a  
possible violation of the law and/or conspiracy against me.**

**NOTICE:** This constitutes an **Official Notice** in accordance with the Fair Debt  
Collections Practices Act and the Truth in Lending Act, that I, James-Michael: Tesi  
hereby make NOTICE OF DISPUTE OF DEBT and DEMAND to be presented by service,  
for inspection, the GENUINE and VERIFIED (sworn to by affidavit) documentary  
evidence in substantiation of your alleged debt claim regarding the alleged loan#  
1845610624 made by CHASE HOME FINANCE LLC/JP MORGAN CHASE &  
COMPANY LLC your counsel Barrett Daffin Frappier Turner & Engel., LLP / J.  
CLARKE, R. EVANS, T. ROSS, A. HOLLAND/ MICHAELLE ERWIN/Michelle  
Anderson.

James Dimon, CEO:

**NOTICE:** I, James-Michael: Tesi, hereby DISPUTE the validity of part or all of the alleged debt claimed in your letters dated October 25, 2009 and your frivolous document dated November 5, 2009 sent by the supposed Home Lending Executive Office of Chase home Finance LLC, Lewisville Texas with failure to sign under penalty of perjury. You are hereby in receipt of this NOTICE under the Fair Debt Collections Practices Act and Truth in Lending Act regarding the above referenced account.

It has come to my attention that there may have been some accounting irregularities I this account which have adversely affected me. In reviewing the account it has come to my attention that fraud and/or other violations of public policy may have occurred in the operation of this account, therefore, I will be conducting discovery to determine the true facts in this matter. This constitutes the exhaustion of my administrative remedy, in accordance with the Administrative Procedures Act, as concerns the above referenced matter.

Please take note this discovery process has been served under Notarial Seal and establishes your mandatory obligation to timely respond and/or rebut the following, point by point and line by line, verified true, correct and complete, signed, sworn to and notarized in affidavit form and to provide genuine and verified copies of the requested documents.

**DEMAND:** I hereby DEMAND that you provide me with the following genuine and verified (sworn to by affidavit) documentary evidence in substantiation of your alleged debt claim.

1. **CERTIFICATION OF AUTHORITY:** Please provide a genuine and verified certificate of authority, or factious/assumed name certificate from the Texas republic authorizing your firm, CHASE HOME FINANCE LLC, to transact business in the Texas republic.

2. **AUTHORIZATION CONTRACT:** Please send me a genuine and verified (sworn to by Affidavit) copy of the contract your firm has with the original creditor authorizing your firm to engage in collection activities on their behalf against the above alleged account, and naming you as an authorized collection agent/claims adjuster.

3. **AFFIDAVIT OF CLAIM:** Please send me a commercial affidavit, sworn to be true, correct, and complete, upon the commercial liability of a properly identified officer employee, or agent, hereinafter "Affiant", stating that:  
(A) said creditor is the HOLDER IN DUE COURSE of the above referenced account.  
(B) Affiant is authorized to ASSERT A CLAIM on behalf of the alleged original creditor.  
(C) Affiant has PERSONAL FIRST HAND KNOWLEDGE regarding the fact of the alleged account and is the original CUSTODIAN of the books of entry, or directly supervises said original CUSTODIAN of the records.

4. ORIGINAL CONTRACT: Please send me a genuine and verified copy both FRONT and BACK of the alleged ORIGINAL contract/agreement/promissory note in its entirety, including any application, accompanied by a commercial affidavit, sworn to be true, correct, and complete, upon the commercial liability of a properly identified and authorized officer, employee, or agent of the alleged original creditor who states that he/she has personal firsthand knowledge that said front and back verified copy is that of the original alleged contract/agreement/promissory note.

(A) It has come to my attention that the promissory note which I executed is an unregistered security and that it may have been sold, traded or assigned in violation of Texas statutes. Please provide me with the genuine and verified lawful authority which authorized the bank to engage in the sale of an unregistered security, in this transaction. Your failure to provide me with documentary evidence of the lawful authority shall constitute your stipulation that no lawful authority exists and your tacit confession to the unlawful sale of an unregistered security in violation of Texas statutes.

(B) The bank registered the "mortgage" but failed to register the "Note", therefore the "Note", therefore, the "Note" is an unregistered security in accordance with the UCC and International Banking Law. Is it Not?

5. CUSTODIAN OF CONTRACT: Please provide the name title address and phone number of the natural person who is the CUSTODIAN of the actual alleged contract/agreement/promissory note. If the physical location of said alleged contract is different from that of the CUSTODIAN, please provide the address of that location also.

6. COMPLETE BOOKEEPING ENTRIES: Please provide the original account and general ledger statement showing the full accounting of the alleged obligation you are attempting to collect, accompanied by a commercial affidavit by the original CUSTODIAN of the books and records sworn to be true, correct, and complete, upon his or her commercial liability.

7. Please verify under penalty of perjury, that as a debt collector, you have not purchased evidence of debt and are proceeding with collection activity in the name of the original alleged creditor.

8. Please verify under penalty of perjury that you know and understand that certain clauses in a contract of adhesion, such as a so called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.

9. Please verify under penalty of perjury that you know and understand that credit card contracts are a series of continuing offers to contract and as such are non transferable.

10. Please verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the alleged debt may constitute MAIL FRAUD and a complaint will be filed with the U.S. Postal Inspection



Service and the F.T.C. pursuant to applicable law and any litigation that ensues will name you in your personal capacity as defendant.

11. It has come to my attention that since 1933, when Franklin D. Roosevelt took all the gold and silver out of circulation, that we have no currency of value or substance with which to pay a debt. Our economic system operates on credit and debt. If we have no currency of value or substance in circulation today, then one must wonder, what did the Bank "loan" me?

(A) So, what did Cornerstone Mortgage, Chase Home Finance LLC or JP MORGAN CHASE LLC loan me?

(B) What value/substance did any of the parties referred to above loan me?  
Please provide the verified and certified evidence that the Chase Home Finance/JP MORGAN CHASE loaned me anything of value.

12. At closing, I placed my signature on a promissory note which I gave to the bank in the exchange. The said promissory note had no value prior to my placing my signature on it. Did it not?

(A) There are no other signatures on the said genuine verified promissory note, therefore, it was my signature that gave the value to the Promissory Note which I gave to the bank in the exchange. Was it not?

13. Since 1933 the United States has operated under the good faith and credit of the American people, not the good faith and credit of the banking industry. Has it Not? The government, including government sanctioned corporations, institutions and banks, have no authority to create money. Only We the American people can create money. We the American people are the originators of the money and are therefore the creditors. Are we Not?

14. When I placed my signature on the promissory note, giving value to the note, I was the originator of the funds, therefore, the creditor of the transaction. Am I Not?

15. It is my understanding that the bank, in accordance with GAAP, ledgered the Mortgage as an asset in the Bank's receivables account and identified me as the debtor I the account. Did the Not?

16. It is further my understanding that because I failed to see through the bank's carefully designed illusion and to instruct the bank to make the financial adjustments to zero the account in the set-off, the bank posted their liability(my asset) I their payables account as an off balance sheet entry and after a period of time the funds were claimed as abandoned funds. Were they Not?

17. It is also my understanding that the international accounting system called Basel II and or Basel III have been fully implemented; that off balance sheet accounting is unlawful, and that all banks and lending institutions must be in compliance therewith. Are they Not? Please provide documentary evidence that you are Basel II & Basel III compliant.

18. UCC 3-104(a) & (c) and UCC 105 (a)(C) makes it clear that I was the issuer, drawer, maker of the note that I executed, giving it value, at the closing, while UCC 8-102(12), (15), (9) and UCC 8-105 leaves no doubt that I am the holder of the entitlement right to the funds. I am the CREDITOR and entitlement holder with the authority to issue Entitlement Orders as concerns this transaction and or account. AM I Not?

Please provide me with genuine verified copies of the accounting of the Promissory Note that I executed at the closing, to wit: the accounts receivables and accounts Payables ledgers of this Promissory Note.

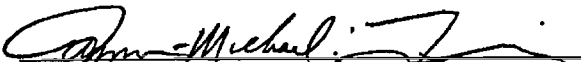
Pleas provide me with a genuine verified copy front and back of the original Promissory Note as well as all Assignments of the Note.

As an act of good faith I am extending to you thirty (30) days from the receipt of this notice to perform in compliance with the aforesaid demands. Your failure to respond and or rebut the foregoing, point by point and line by line, in affidavit form, shall constitute your admission and stipulation to the stated claims and establish the evidence as a matter of fact. Your failure to respond, a partial response, or a non-responsive response shall constitute dishonor and your agreement and stipulation to the facts as set forth herein. Your failure to respond in affidavit form, signed sworn to and notarized under penalty of perjury, or your failure to provide genuine verified copies of the requested documentation shall constitute you a dishonor and shall result in the issue of a declaratory judgment, by default, certifying the stipulation and agreement of the parties. Said declaration judgment, by notarial protest is as binding on the parties ad their privies as if issued by the highest court in the land and constitutes res judicata, star decisis and an estoppel.

Respondent's failure constitutes an estoppel and your voluntary waiver of all rights and remedies that may otherwise exist and your agreement to confess judgment in this matter.

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL;  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT,  
GOVERN YOURSELF ACCORDINGLY.

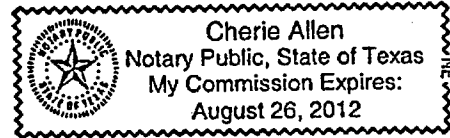
All rights explicitly reserved,

  
James-Michael: Tesi, Sovereign living soul

This instrument, Notice of Dispute of Debt and Demand for Genuine and Verified Documentation was acknowledged before me, a Notary Public in and for Texas executed on this the 16<sup>th</sup>, day of November in the year of our Lord and Savior, Jesus Christ, two thousand nine, A.D.

Name: Cherie Allen Seal:

Notary Public



**DUE PRESENTMENT UNDER NOTARY SEAL  
DEMAND FOR PERFORMANCE  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

**FROM:** James-Michael: Tesi, living soul  
c/o Cherie Allen, Notary Acceptor  
3025 N. Main, Ste. A  
Fort Worth, Texas [76106]

**NOTICE TO:** James (Jamie) Dimon, CEO, JPMORGAN CHASE & COMPANY CHASE HOME FINANCE LLC, 270 Park Avenue, New York, NY 10017 USA using Certified ("U.S.") Mail Article Number 7008 1830 0003 1799 6608.

To All Noticed Parties, Principals and Agents, named or otherwise:  
At the request of James-Michael Tesi, living soul, reportedly a real party in interest, and under authority of the State of Texas, due presentment is hereby made of:

NOTICE AND DEMAND AFTER BOND DELIVERED, (3 pages) dated December 21, 2009 and issued by James- Michael: Tesi, living soul;

To maintain honor and receive the grace extended, please take up to twenty one (21) days after this mailing sent via Certified ("U.S.") Mailing Number 7008 1830 0003 1799 6608. Your response is to be sent in care of the undersigned notary public at the address noted above so it is received no later than twenty one (21) days beyond the postmark of this presentment. Non-performance will be certified and recorded in accord with governing law(s).

Thank you kindly for your attention.

WITNESS my hand and official seal.

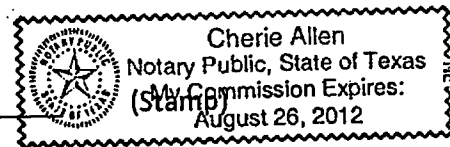
Cherie Allen (Seal)

12/21/2009

Notary Public

Void where prohibited by law

My Commission expires: 8/26/2012



[Note: Notary Public, Cherie Allen, (CHERIE ALLEN) is not an attorney; is not licensed to practice law in the state of Texas and has not given legal advice nor accepted fees for legal advice. Cherie Allen provided no assistance in the preparation of the above referenced document; and has no interest in any issue referenced therein. Cherie Allen is not a party to this action and is ONLY acting in an authorized capacity as Liaison to communications between the parties.]

**NOTARY'S CERTIFICATE OF SERVICE**

It is hereby certified, that on or about, the date noted below, the undersigned Notary Public mailed to:

James (Jamie) Dimon, CEO, JPMORGAN CHASE & COMPANY CHASE HOME FINANCE LLC, 270 Park Avenue, New York, NY 10017 USA using Certified ("U.S.") Mail Article Number 7008 1830 0003 1799 6608.

The documents attached and all related matters with NOTICE AND DEMAND AFTER BOND DELIVERED 7008 1830 0003 1799 6608, and issued by James-Michael: Tesi, living soul, unless indicated otherwise and herein identified as follows:

1. NOTICE AND DEMAND AFTER BOND DELIVERED, (3 pages) dated December 21, 2009 and issued by James-Michael: Tesi living soul;

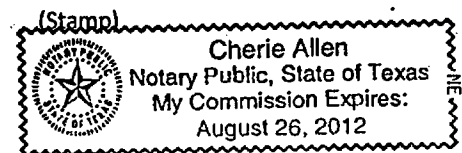
Mailing sent Certified ("U.S.") Mailing Number 7008 1830 0003 1799 6608, proof of acceptance of terms attached, by placing same in a postpaid envelope properly addressed to above recipients at said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service.

Cherie Allen (Seal)

12/21/2009

Notary Public

My Commission expires: 8/26/2012



[Note: Notary Public, Cherie Allen, (CHERIE ALLEN) is not an attorney; is not licensed to practice law in the state of Texas and has not given legal advice nor accepted fees for legal advice. Cherie Allen provided no assistance in the preparation of the above referenced document; and has no interest in any issue referenced therein. Cherie Allen is not a party to this action and is ONLY acting in an authorized capacity as Liaison to communications between the parties.]

Send all correspondence c/o:  
Cherie Allen, Notary  
3025 N. Main St., Ste A  
Fort Worth, TX 76106

From: James-Michael: Tesi  
Sovereign Living Man

December 21, 2009

To: James (Jamie) Dimon, CEO (and all that you are)  
JPMORGAN CHASE & COMPANY  
CHASE HOME FINANCE LLC  
270 Park Avenue, New York, NY 10017

Sent: Certified Mail Return Receipt #7008 1830 0003 1799 6608

**NOTICE AND DEMAND AFTER BOND DELIVERED**  
**Pertaining to Public Fraud, Law, Money and Commercial Liens**

**Subject: BOND PAYMENT - (#Q00287239)**

James (Jamie) Dimon, CEO, JPMORGAN CHASE a bond (#Q00287239) mailed to you for presentment to the Treasury Department for discharge of debt against claim number No. 1845610624, as mandated by Congressional public policy.

JPMORGAN CHASE BANK, was required to hold the Negotiable Instrument/bonds at it's financial institution until the required period for the Federal Window, Regulation 3 and Reserve, Reg. Z - Truth in Lending, 12 USC & 226.1 of see, the Order/Property has passed. Then the full-faced amount of the Negotiable Instrument/bonds were to be automatically released by the local financial institution for credit to you/the Claimant's account, discharge the claim/loan, release all liens, notes and papers to Me.

If the Secretary of the Treasury (Drawee) sent you or your financial Institution notice in writing of some error or problem, you failed to notify Me, the undersigned as mandated by federal regulation, fiscal receipt of such Notice. Therefore, it is presumed that no such notice was received by the JPMORGAN CHASE financial institution and the loan has been discharged in full, by extension of credit by the department of the Treasury bank and the Federal Window as mandated by public policy preserving equality which is paramount and mandated by law.

## ORDER

Respondents are to immediately have their accountants prepare the tax assessment for said credit and forward to Me for My approval.

All Respondents are to immediately release all claims, notes, deeds and vouchers immediately within ten (10) days in care of:

Cherie Allen, Notary  
3025 N. Main St., Ste A  
Fort Worth, TX 76106

All respondents are submit all correspondence under "UNDER PENALTIES with PERJURY" (28 USC § 1746(1)).

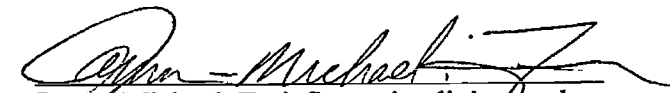
**Let it be known that I, James-Michael: Tesi will be collecting all correspondence sent to my mail box from but not limited to CHASE HOME FINANCE LLC, COUNTRYWIDE MORTGAGE, BANK of AMERICA, the TARRANT COUNTY DISTRICT ATTORNEY, the TARRANT COUNTY TAX ASSESSOR-COLLECTOR and the TARRANT COUNTY CLERK'S OFFICE for evidence of a possible violation of the law or conspiracy against me.**

**You have been Noticed in the Lamar County, GA Superior Court's Clerk's Office (Apr 2009 BPA Book 10 pg 425-428 of Public Law of Frivolous Communication Violations Sec 1 -9 and that violations will lead to fines of up to 50,000.00 dollars, silver or gold specie, in lawful coinage for the United States of America as defined under Article 1, Section, 10 Clause 1.**

Debtor's signature: JAMES M. TESI© copyrighted fiction

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL;  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT,  
GOVERN YOURSELF ACCORDINGLY.

All rights explicitly reserved,

  
James-Michael: Tesi, Sovereign living soul  
Authorized Representative

NOTARY PRESENTMENT

I am a notary public for the State of Texas. I am retaining a copy of the RESPA document with any attachments that I mailed to the recipient on 3rd day of February, 2010 I mailed to:

J. Clarke, R. Evans, T. Ross, A. Rolland, Alleged Substitute Trustee(s)  
c/o Barrett Daffin Frappier Turner & Engel, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001

CC: Chase Home Finance LLC  
6716 Grand Lane - Building 9  
Louisville, KY 40213-1407

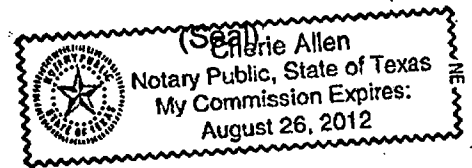
The check and/or papers identified as:

- 1. RESPA - QWR 10 pgs
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

by putting them in a pre-paid envelope, addressed to the recipient named above, bearing the Certified Mail # 7008 1830 0002 9073 4600 for James-Michael: Tesi, Living Soul.

Dated this 3rd day of February, 2010.

Cherie Allen  
Notary Public



Send all correspondence to the care of:  
Cherie Allen, Notary  
3025 N. Main St., Ste A  
Fort Worth, TX 76106



Send all correspondence c/o:  
Cherie Allen, Notary  
3025 N. Main St., Ste A  
Fort Worth, TX 76106

From: James-Michael: Tesi  
Sovereign Living Man

TO: J. Clarke, R. Evans, T. Ross, A. Rolland, Alleged Substitute Trustee(s)  
c/o Barrett Daffin Frappier Turner & Engel, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001

CC: Chase Home Finance LLC  
6716 Grand Lane - Building 9  
Louisville, KY 40213-1407

Certified Mail #: 7008 1830 0002 9073 4600

February 4, 2010

**RESPA QUALIFIED WRITTEN REQUEST,  
COMPLAINT, DISPUTE OF DEBT & VALIDATION OF  
DEBT LETTER, TILA REQUEST**

**This letter is a "qualified written request" in compliance with and under the  
Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and  
Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.**

RE: "Alleged" Chase Home Finance Loan #1845610624  
Alleged Creditor: Chase Home Finance LLC

Jamie (James) Dimon, CEO/Collection Department

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent, and the conversations with your service representatives, have been unproductive and have not answered many questions. It is my understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes:

1. incomplete disclosure,
2. deliberate misinformation,
3. fraudulent inducement,
4. breach of contract,
5. breach of fiduciary duty,
6. RICO,
7. violation of the Truth in Lending Act ("TILA")
8. state unfair and deceptive practices statutes,
9. and possibly usury.

Therefore, until such time as the information requested herein is received and examined, debtor challenges the entire amount of said loan agreement. In order to conduct a complete audit, review, and accounting of this mortgage account from its inception through the present date please provide all information requested below.

Lender may consider this letter as a "qualified written request" under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until lender has responded to each of the requests and has made corrections to any irregularities debtor indicates after examination of the information presented.

In order that debtor may accurately assess the accuracy of the information now in possession of debtor and to secure more complete evidence that may counter and explain the apparently incriminating evidence now in the possession of debtor, please provide complete copies of all the information herein requested in accordance with the following instructions:

1. Please, do not attempt to contact debtor by phone or by any other informal method. Please make all communications in an accepted official and verifiable manner, in writing.
2. For each record kept on computer or in any other electronic file or format, please provide a paper certified or verified copy of all information in each field or record in each computer system, program or database used by lender that contains any information on this account number or debtor's name.
3. As such, please provide, at the address above, copies of the documents requested below as soon as possible.

### **CEASE ALL COLLECTION PROCEDURES**

In as much as debtor has reason to believe violations of applicable law may have occurred which would render the instant agreement void, until such time as the information herein requested is produced and evaluated, requestor challenges the instant contract in its entirety and demands that respondent conduct itself in accordance with The Real Estate Settlement Procedures Act and stop all collections and refrain from making any reports to any and all credit reporting agencies.

### STANDING TO ENFORCE CONTRACT

Requestor, in order to establish that the current standing of the servicer of the above account has standing to bring any issue concerning collection under the above referenced account, requestor demands a complete, un-redacted, copy of the following:

4. The security instrument which contains the promise to pay the amount claimed in the account, to include any direct endorsements added to said instrument after creation by borrower and any allonges which may be associated with said security instrument.
5. Please identify where the originals of this entire account file are currently located.
6. Please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as any beneficial interest to the payments of principal and interest on this loan.
7. Please list all investors [as defined in lender industry] who have participated in any mortgage-backed security, collateral mortgage obligation, or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date and identify the name and address of each and every individual, entity, organization and/or trust.
8. Please identify the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
9. Please provide copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
10. If part of a mortgage pool, please provide the principal balance used by lender to determine payment for this individual mortgage loan.
11. If part of a mortgage pool, please provide the percentage paid by lender of the principal balance above used to determine purchase of this individual mortgage loan.
12. Please identify the person or entity to which the current real party in interest issued a check or payment to for the purchase of this mortgage loan?
13. Please provide copies of the front and back of the canceled check used to purchase the security from any real party in interest by the entity now standing as the current real party in interest.
14. If the entity now purporting to hold a claim against the property is an agent for the real party in interest, please provide the name and contact information for the real party in interest.
15. Please provide evidence that HUD assigned or transferred foreclosure rights to lender as required by 12 USC 3754?
16. Please identify, to include contact information for all persons with authority to act in the place of the real party in interest concerning the account.

17. For each of the above, please provide contact information for every person whose signature appears on any document requested.

### TRUSTEE

In as much as a trustee has been appointed to act as a neutral party in matters concerning the instant contractual arrangement, in order that requestor may determine the status of said trustee, please provide the following:

18. A copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.
19. Please send to the requester a copy of all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.
20. Please advise debtor of any relationship between trustee and lender.
21. If any trustee is an attorney, please include contact information and evidence of good standing with the bar association of the every state in which the attorney is authorized to practice law, and/or do business.
22. Please send to the requester a copy of document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include assignments or transfers or nominees of any substitute trustee(s).
23. Please send to the requester a copy of document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.
24. Please send to the requester a copy of document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.
25. Please send to the requester a copy of document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.
26. Please send to the requester any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.

### COMPLETE ACCOUNTING

In order that requestor may accurately assess the propriety of all funds demanded by creditor, please provide requestor with the following:

27. In order that requestor may narrow the scope of any subsequent requests, for records collected, assembled, and/or maintained by lender concerning the instant account, please provide a complete listing of said records maintained by any entity over which lender may have records, relevant to the instant account, in its actual or constructive control, to include (but not limited to) the following:
  - a. the method of storage for each record;
  - b. the name or designation of each record kept;
  - c. the scope and substantive content of each record kept;

- d. the most efficient method of making each record available for inspection if other than printed format.
28. As it relates to the account, please provide all data, information, notations, text, figures and information contained in lender mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPRequestor system, or any other similar mortgage servicing software used by lender, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
29. Descriptions and legends of all Codes used in lender mortgage servicing and accounting system.
30. All assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by debtor to this obligation in this account from the inception of this account to the present date including, but not limited to, any such assignments on MERS.
31. For all transfers, allonges, or other documents evidencing a transfer or sale of this mortgage, please provide the name and contact information (to include a current mailing address) for each person who signed any document authorizing said transfer or sale.
32. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument, or servicing rights to this mortgage including any such assignments on MERS.
33. All deeds in lieu, modifications to this mortgage, monetary instruments or deed(s) of trust from the inception of this account to the present date.
34. The front and back of each and every security instrument, to include but not limited to, canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
35. All escrow analyses conducted by lender or any regulatory agency, on this account from the inception of this account until the date of this letter;
36. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, broker fees, etc.
37. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made on the instant account.
38. All letters, statements and documents sent to by agents, attorneys or representatives of creditor;
39. All letters, statements and documents contained in this account file or imaged by lender and any servicers or sub-servicers of this mortgage from the inception of this account to present date.
40. All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.

41. Please provide any IRS 1099a forms filed relating to the account.

### **PROPERTY INSPECTION**

42. In order to determine the propriety of all fees assessed to the instant account, please provide complete records concerning property inspections, to include but not limited to the following:

- a. copies of all property inspection reports, appraisals, BPOs and reports done on the property;
- b. invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date concerning property inspection;
- c. All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.

### **ACCOUNT ACCOUNTING & SERVICING SYSTEMS**

In order that requester may determine that the lender has implemented and maintained an accounting system sufficient to insure against mistake or error, please provide the following:

43. The standing policy of the lender concerning the practices and procedures to be used by its brokers, loan officers, and other employees to endure good faith and fair dealings with the public.
44. A list of all persons terminated from the lender's employment as a result of work related misconduct, for a period beginning on the date the instant account was created and ending on the date of this request. (In the interest of protecting the privacy of the individuals involved, you may identify the individuals by first name and middle initial only.)
45. A complete explanation of the audit procedures in place to insure against violations of standing law and company policies.
46. All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?
47. Please identify each account, accounting, and servicing system used by lender and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.
48. For each account, accounting, and servicing system identified by lender and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system;

49. For each account, accounting, and servicing system used by lender and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

### **ESCROW**

As escrow accounts, historically, have been a fertile field for fraud, please provide all the following concerning any and all escrow accounts related to the instant account:

50. Complete escrow instructions;
51. Please stipulate the manner in which the amount required to be kept in escrow is calculated;
52. A complete, plain language explanation of each disbursement to include:
- a. to whom the disbursement was made;
  - b. the date of the disbursement;
  - c. the reason for said disbursement.

### **SUSPENSE/UNAPPLIED ACCOUNTS**

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

53. Please list any suspense or unapplied account transactions on this account from the inception of this account until present date.
54. Please explain the reason for each and every suspense transaction that occurred on this account.

### **PROPERTY INSPECTIONS**

55. For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection, please provide the following:
56. Please detail and list in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
57. Please identify in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement requestor signed that authorized the assessment or collection of property inspection fees?
58. Please forward to me copies of all property inspections made on the instant property in this mortgage account file.

59. Please disclose any fee charged or assessed for property inspections which have been placed into escrow for the instant account.

#### **BPO FEES**

60. Please disclose any BPOs [Broker Price Opinions] conducted on the instant property along with
- a. the date of each inspection;
  - b. the price of each;
  - c. the name and contact information of the person who conducted each BPO;
  - d. why the BPO(s) were conducted;
  - e. any and all fees charged or assessed for A BPO been placed into escrow
61. Please specify the lender policy on BPOs.
62. Please specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement requestor have executed allows lender to assess, charge or collect a BPO fee from me.

#### **FORCED-PLACED INSURANCE**

For each and every forced-placed insurance policy placed on the instant property, please provide the following:

63. the date of each policy ordered or placed on the property that is the secured interest for this mortgage, deed or note;
64. the price of each policy;
65. the agent for each policy;
66. why each policy was placed on the instant property;
67. lender policy on forced-placed insurance;
68. records of any forced-placed insurance fees assessed to this mortgage or escrow account;
69. for each separate fee, specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement requestor has executed allows lender to assess, charge or collect such forced-placed insurance fee;
70. the nature of any relationship with the agent or agency that placed any policies on the instant property;
71. the nature of any relationship between the carrier that issued any policies on the instant property and the lender;
72. for any policy where the beneficiary is not the borrower, please stipulate the authority to force place said policy.



73. the name of the agency or carrier lender used to place a forced-placed insurance policy on the instant property to include a description of any service provided to lender, computer system, discount on policies, commissions, rebates or any form of consideration;
74. Any blanket insurance policy to protect lender properties when customer policies have expired;
75. Copies of all forced-placed insurance policies that have been ordered on the instant property;

### CONCLUSION

Please provide the above in a timely manner and requestor considers the need for the above to be urgent. In the event any deletions or redactions to any records occur, please provide the scope and substantive content of the records omitted from this request and the specific authority for the withholding of the requested information.

Until such time as the information requested herein is provided, requestor disputes the validity of lender's lawful ownership, funding, entitlement right, and the current debt lender allege. By debt requestor is referring to the principal balance lender claim requestor owes; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by lender or any trust or entity lender may service or subservice for.

Requestor also requests that lender kindly conduct lender's own investigation and audit of this account since its inception to validate the debt lender currently claims requestor owes and assure that all pertinent laws relating to the lending profession have been followed to include the following:

76. Please validate this debt with an affirmed and verified certification that all fees claimed or collected in connection with the contract establishing the instant debt,
  - a. are accurate in accordance with the terms of said contract and the now existing law;
  - b. that all fees accessed are fees for actual service performed and no Rodash type fees were accessed without full disclosure and explanation to borrower;
  - c. that no fees were paid for referrals, or upselling, to any person not authorized to receive such payments;
  - d. that all notifications and explanations required by law were properly and timely made to debtor;
  - e. that the appraisal used by the lender is a true and accurate appraisal and has not been manipulated in any way;
  - f. that no improper practices were used to manipulate the accounting in order to falsely present the borrower as qualified for a loan that was beyond the means to pay of the borrower;
  - g. that all monies collected from borrower have been properly and timely posted to the account of borrower;
  - h. that all persons with a fiduciary duty to borrower have acted with the highest of integrity and in good faith and fair dealings with borrower.

77. Please, also, validate that the borrower was not subjected to any improper practices or pressures by either the broker or and representative of the lender that would violate any of the consumer protection laws.

In as much as borrower had reason to believe the instant contract was induced by predatory lending practices and fraud by non-disclosure, borrower demands that, in the event lender is unable to demonstrate that no laws pertaining to the instant contract have been violated, that lender rescind the entire contract and return all monies paid by borrower in return for value due lender.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq.

As an act of good faith I am extending to you three days (72 hours) from the receipt of this notice to perform in compliance with the aforesaid demands. All responses must be made "under penalty of perjury" in affidavit form. Your failure to so perform will involve the legal concepts of acquiescence and admission whereby the alleged debt is admittedly invalid and thereby repudiated in its entirety. In the interim you are prohibited from any contact with the undersigned except in writing and only through above specified notary acceptor.

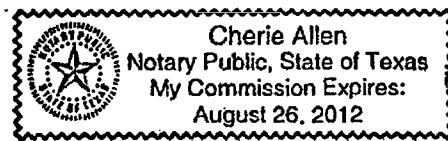
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL;  
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT,  
GOVERN YOURSELF ACCORDINGLY.

All rights explicitly reserved,

  
James-Michael: Tesi, Sovereign living soul

This instrument was acknowledged before me, a Notary Public in and for the Texas republic on this the 3rd day of February in the year of our Lord and Savior, Jesus Christ, two thousand ten, A.D.

Name: Cherie Allen Seal:  
Notary Public





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[Track & Confirm](#)

[FAQs](#)

## Track & Confirm

### Search Results

Label/Receipt Number: **7008 1830 0002 9073 4600**  
Class: **First-Class Mail®**  
Service(s): **Certified Mail™**  
**Return Receipt**  
Status: **Delivered**

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

Your item was delivered at 7:54 AM on February 5, 2010 in ADDISON, TX 75001.

#### Detailed Results:

- Delivered, February 05, 2010, 7:54 am, ADDISON, TX 75001
- Arrival at Unit, February 05, 2010, 7:11 am, ADDISON, TX 75001
- Acceptance, February 04, 2010, 10:02 am, NORTH RICHLAND HILLS, TX 76180

#### Notification Options

##### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

[Site Map](#)

[Customer Service](#)

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[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA



# EXHIBIT "D"

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

JAMES -MICHAEL: TESI  
8528 DAVIS BLVD #134-198  
NRH, TX 76182

Submitter: JAMES -MICHAEL: TESI

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 10/30/2009 3:47 PM

Instrument #: D209287669

OPR

17

PGS

\$76.00

By:

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", written over a horizontal line.

D209287669

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

FILED  
TARRANT COUNTY TEXAS  
2009 OCT 30 PM 3:46

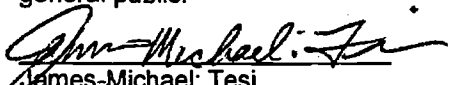
NOTICE OF REVOCATION OF POWER OF ATTORNEY

ATTENTION: All Respondents listed above.

BY \_\_\_\_\_

James-Michael: Tesi a sovereign living soul DOES HEREBY DECLARE:  
That, due to the discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment and non disclosure resulting in the deprivation of my property by CORNERSTONE MORTGAGE COMPANY; JPMORGAN BANK; CHASE HOME FINANCE LLC; COUNTRYWIDE BANK; FEDERAL HOME AND LOAN MORTGAGE CORPORATION; REPUBLIC TITLE OF TEXAS; BANK OF AMERICA; J. CLARKE, R. EVANS, T. ROSS, A. HOLLAND; BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP and MERS audit and close perusal of the purported Loan, Trust of Deed, and Security Agreement. I, James-Michael: Tesi do hereby refuse to knowingly accept or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Purchase Money Deed of Trust/Promissory Note/Security Instrument/Deed of Trust/Uniform Residential Loan Application and, further do hereby revoke, rescind, and terminate all our signatures relating to any and all said deeds, notes, and agreements from their inception.

Furthermore, I, James-Michael: Tesi do hereby revoke, terminate and rescind all Powers of Attorney, in fact or otherwise, previously assigned by us, implied in law, by trust or otherwise, with or without our consent and or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust and mortgage signed on the eleventh day of April, two thousand and six or otherwise, under the Color of Law Deed of Trust Record No. D206129127; Recorded Date: May second, two thousand and six and the Color of Law NOTICE OF SUBSTITTE TRUSTEE SALE instrument NO. D206129128 dated September 14, 2009 involving said property generally identified as: 669 BEAR CREEK DRIVE, HURST TEXAS 76054; 669 Bear Creek Drive, Hurst Texas which has been duly land patented and noticed to the general public.

  
James-Michael: Tesi,  
sovereign living soul

Acknowledgment

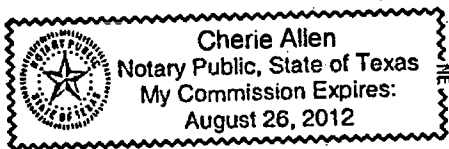
Texas )  
 )  
Corporate County of Tarrant )  
sovereign county of Robertson )

Notice

Using a notary on this document does not constitute and adhesion, nor does it alter my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day of October, 2009 by James Michael Tesi, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cherie Allen (seal)



NOTICE OF REMOVAL

To: ALL RESPONDENTS ADDRESSED ABOVE

TRUSTOR(s)/GRANTOR(s): James-Michael: Tesi, sovereign living soul and Common Law Title holder of the copyrighted/trademarked JAMES MICHAEL TESI, JAMES M. TESI and all derivations thereof, does hereby give reference to the Deed of Trust drawn and executed by James Michael; house of Tesi, as Trustor(s)/Grantor(s)/Creator(s) with further given to the following described real and Texas Land Patented Property situated in approximately:

LOT 19, in Block 6, of Lonesome Dove Estates, Phase 1, an addition to the city of Hurst, Tarrant County, Texas according to the Map thereof recorded in Cabinet A, Slide 5407, of the Map Records of Tarrant County, Texas.

The street address or other common designation, if any, of the real property described above is purported to be: 669 Bear creek drive, Hurst, Texas or 669 BEAR CREEK DRIVE, HURST, TEXAS. Nothing in this Lot and Block description shall be taken to override the meets and bounds publically recorded Texas Land Patent at this similar location.

GRANTOR(s)/TRUSTOR(s): James-Michael: Tesi by actual and Constructive Notice does hereby declare:

1. Effective Immediately, the undersigned James-Michael: Tesi, forever removes/releases/discharges all "Trustees, Successor Trustees, Substituted Trustees, Agents, Services, Assigns, Transfers, known and unknown, including: JPMORGAN BANK; CHASE HOME FINANCE, LLC; COUNTRYWIDE BANK; CORNERSTONE MORTGAGE COMPANY; REPUBLIC TITLE OF TEXAS and FEDERAL HOME LOAN MORTGAGE CORPORATION; BANK OF AMERICA; HUNTER & KRAMER, P.C.; J. CLARKE, R. EVANS, T. ROSS OR A. HOLLAND (Substitute Trustee(s)); BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, existing under the laws of Delaware; and thereby removing and terminating the same from any and all duties forever barring and stopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.


2. Effective immediately, the undersigned James Michael; house of Tesi forever revokes/cancels/voids/rescinds any and all duties appointments or assignments originally granted by the : Revocation of Power of Attorney, Authority or otherwise granting and or signatures, including, but not limited to: CORNERSTONE MORTGAGE COMPANY; JPMORGAN CHASE; CHASE HOME FINANCE LLC; COUNTRYWIDE BANK; FEDERAL HOME LOAN MORTGAGE CORPORATION; R.J. DANIEL; KIRSTEN GILCHRIST; HUNTER & KRAMER, P.C.; J. CLARKE, R. EVANS, T. ROSS OR A. HOLLAND (Substitute Trustee(s)); BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, BANK OF AMERICA, HOME LOANS; Thomas M.; THE STATE OF TEXAS; COUNTY OF TARRANT; REPUBLIC TITLE OF TEXAS and MERS , and any addresses named above; thereby removing and terminating the same from all duties and forever barring and stopping the aforesaid of any further appointment of any and all Trustees, Successor Trustees, "Substitutes" or "Beneficiary(s)".

LET IT BE KNOWN that all the above mentioned: Trustee, Successor Trustee(s), Beneficiary(s), Assigns, Substitutes, known or unknown in clause 1 and 2 above are hereby commanded to immediately CEASE and DESIST any further actions through said appointments/assignments granted in or from original Record No. D206129127, dated May second, two thousand six or INSTRUMENT NO. D206129128 Entitled; NOTICE OF SUBSTITUTE TRUSTEE SALE dated September 14, 2009. Any such continued or further action by ANY of the above named parties may result in legal actions against them and claims for damages upon my Texas Land Patent.

Be it Further known, GRANTORS, TRUSTORS: James Michael; house of Tesi does hereby declare that: effectively immediately, all duties and benefits of "Trustee" and "Beneficiary" as set forth in the Corporatism COUNTY OF TARRANT Deed of Trust, are hereby reassigned by Texas Land Patent to James-Michael: Tesi. (Trustee(s), James-Michael: Tesi.

ACTUAL AND CONSTRUCTIVE NOTICE

All trustee(s), Successor Trustee(s) and Beneficiary(s) named in the Special Warranty Deed as Trustor(s) dated April eleventh, two thousand six, and recorded May second, two thousand six along with the NOTICE OF SUBSTITUTE TRUSTEE SALE dated September 14, 2009 under the Color of Law Deed of Trust Instruments No. D206129127 and D206129128, respectively are hereby Removed/ Released/ Dismissed of all duties, expressed or implied, effective immediately. The aforesaid trustee(s), Successor Trustee(s), and Beneficiary(s) are expressly directed to CEASE and DESIST any further duties and action of said appointment(s) and or assignment(s), including debt collection and any foreclosure actions under any number. Any continued actions of any nature against the property described above may result in legal actions including felony and or grand larceny charges being filed against such said parties.

  
James-Michael: Tesi, sovereign living soul

ACKNOWLEDGMENT

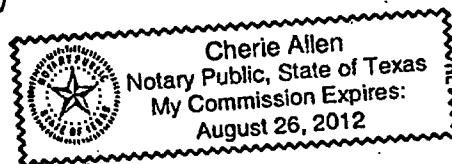
Texas )  
 )  
Corporate County of Tarrant )  
Sovereign county of Robertson )

Notice

Using a notary on this document does not constitute and adhesion, nor does it alter my status in any manner, The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day of October, 2009 by James Michael Tesi, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cherie Allen (seal)





### Affidavit Notice of Revocation of Power of Attorney

**In the Common Law and for the record, know all men by these presents:**

That I, the one called, James Michael of the Tesi family, a.k.a., James-Michael: Tesi, flesh and blood, private living soul, Sui Juris, declare that all power of attorney documents, both written or implied, executed by: The corporations doing business as; the UNITED STATES, the INTERNAL REVENUE SERVICE, the DEPARTMENT OF INTERNAL REVENUE, the UNITED STATES DEPARTMENT OF THE TREASURY, the UNITED STATES DEPARTMENT OF JUSTICE, the FEDERAL RESERVE, the STATE OF TEXAS, the DEPARTMENT OF MOTOR VEHICLES (STATE OF TEXAS), the COUNTIES OF DALLAS, TARRANT, any Banks, Mortgage, Credit Card or Fiduciary institutions, utility companies, internet companies, any corporate derivations of the above names, and all corporate subsidiaries and employees or agents both public and private, thereof that have been given, or presumed to have been authorized through signed declarations or contracts with the above mentioned corporations, including but not limited to: birth certificate(s), marriage license(s), drivers' license(s), tax return(s), social security card(s), bank signature card(s), and title(s) to car(s), and or real property(s), voter registration(s), inspection sticker(s), vehicle insurance(s), or applications, however entered into, are hereby revoked, extinguished, and cancelled as declared and signed this day.

Witness my hand and seal:

Without Prejudice

Executed on: October 30, 2009

  
James-Michael: Tesi SEAL

Signer and Authorized Representative (a flesh and blood man), is one of the People of the land.

All rights reserved re common-law copyright of trade-name/trademark for the name James-Michael: Tesi, with a full colon, and any derivation thereof. James Michael Tesi, without a full colon, is D/B/A the trade-name/trade-mark of JAMES MICHAEL TESI (a corporate fiction). Use of the copyrighted name, James-Michael: Tesi, James Michael Tesi and JAMES MICHAEL TESI, or any derivation of those names, whether in upper case, lower case, or with a full colon, if designated name is for enrichment by any other party will carry a charge of \$100,000 per use, unless there is an expressed written approval by, James-Michael: Tesi.

**“NOTICE TO THE AGENT IS NOTICE TO THE CORPORATION AND NOTICE TO THE CORPORATION IS NOTICE TO THE AGENT”**

“Relief Is Not Given To Such As Sleep on Their Rights”

“Legal Remedies are for the active and vigilant”

“That Which Was Originally Void, Does Not By Lapse of Time Become Valid”

“What Otherwise Is Good and Just, If It Be Sought By Force and Fraud, Becomes Bad and Unjust”

"No One Is Obligated To Accept a Benefit against His Consent"

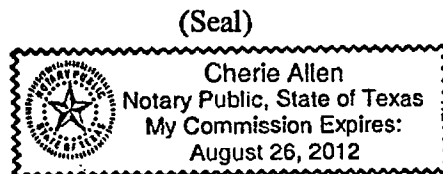
"A Maxim Is So Called Because Its Dignity Is Chiefest, And Its Authority Most Certain, And Because Universally Approved Of All"

JURAT

State of Texas  
County of Tarrant

Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day of October, 2009 A.D., before me, Cherie Allen, a notary public in and for said state, personally appeared, James-Michael: Tesi, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument (Notice Of Revocation Of Power Of Attorney Affidavit) proved to me on the basis of satisfactory evidence to be the person(s), or the entity who executed the instrument and appeared before me.

Cherie Allen  
Notary Public Signature  
My commission expires: 8/26/2012



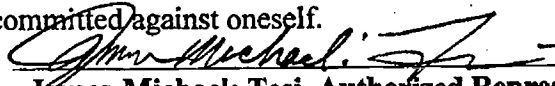
**NOTICE OF REVOCATION OF POWER OF ATTORNEY & REVOCATION OF SIGNATURE AFFIDAVIT**

Subject: Rescission of Signatures

To: BANK OF AMERICA INC; CHASE HOME FINANCE LLC; FEDERAL HOME LOAN MORTGAGE CORPORATION; MORTGAGE ELECTRONICS REGISTRATION SYSTEMS; CORNERSTONE MORTGAGE COMPANY; REPUBLIC TITLE OF TEXAS, INC.

On or about the 26th day of April, 2006, I, **James-Michael: Tesi**, with a full colon, authorized representative, living soul, flesh and blood was coerced, deceived and defrauded by acts of non full-disclosure and enticed to put my signature on forms and other documents referred to as PURCHASE MONEY ORDER DEED OF TRUST MIN: 1001770-1410001432-9/DEED OF TRUST MIN 1001770-1410001422-0/ LOAN Nos. 1410001432 & 1410001422/ PROMISORY NOTE MIN: 1001770-1410001432-9/ COUNTRYWIDE HOME LOAN NUMBER 119044285/ CHASE HOME FINANCE NUMBER 30-1845610624-529/ BANK OF AMERICA ACCOUNT NO.: 119044285.

Due to the act of NON FULL-Disclosure, Misrepresentation, Fraud, and identity theft, [which makes any agreement VOID], I, **James-Michael: Tesi** hereby revoke and rescind any and all signatures that I may have placed on any and all forms, documents, contracts, Power of Attorney and the like, except any promissory note acted upon on or about the 26th day of April, 2006 and to present. All unconscionable contracts are subject to rescission under the Common Law and Admiralty Law for failure to make the proper disclosure. In constitute of an acceptance where there is no meeting of the minds, there is no contract as required by §226.23(b)(1) regarding Notice of Right to Rescind as set forth in re Pearl Maxwell v. Fairbanks Capital Corporation, 281 B.R. 101,(2002). The U.C.C addresses unconscionability in §2-302. I also waive and reject any and all benefits expressed or implied arising from any such signatures, all resulting contracts, agreements, appointments of trustee(s) or trust resulting from force, deceit, under threat of arms, involuntary servitude and peonage, committed against oneself.

  
James-Michael: Tesi, Authorized Representative

**Certificate of Acknowledgment of Notary Public**

Texas )  
count of TARRANT)

On this 30<sup>th</sup> day of October, 2009, before me, Cherie Allen, a notary public in and for said state, personally appeared **James-Michael: Tesi** personally know to me to be the living soul whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument (Notice of Revocation of Power of Attorney and Revocation of Signature Affidavit) and Revocation of Signature, the person, or the entity upon behalf of which **the living soul** acted, executed the instrument.

Cherie Allen  
Notary Public  
My commission expires: 8/26/2012

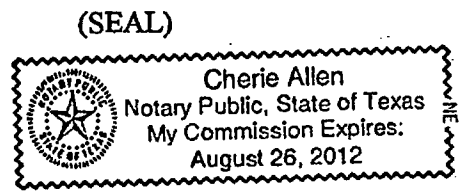


EXHIBIT "1"

AFFIDAVIT

of James Michael; house of Tesi

RE: Original Lender Case No. 1410001432

RE: Original Lender Case No. 1410001422

Original Loan Nos. 1410001422; 1410001432

Known on the Color of Law Special Warranty Deed as Address: 669 Bear Creek Drive Hurst, Texas 76054

Color of Law, Deed of Trust Record No. D206129127; Recorded Date May second, two thousand and six  
Color of Law NOTICE OF SUBSTITUTE TRUSTEE SALE Instrument NO. D206129128; Recorded September 14, 2009.

Texas )  
 )ss.  
Corporate County of Tarrant )  
sovereign county of Robertson )

"Indeed, No more than such affidavit are necessary to make the prima facie case." United States v. Kis, 658 F.2d 526 (1981)

Comes now James Michael; house of Tesi (hereinafter "affiant") a conscious, living man, residing in the Corporatism COUNTY OF TARRANT and Common Law county of Robertson in the Texas Republic being first duly sworn/affirmed and does depose, say, declare and affirm by affiant's signature that I am over the age of 18 years and have first hand personal knowledge of the following statements and affirm the same are true and correct to the best of the affiant's knowledge and belief, to wit:

- 1) That, affiant was induced to believe by certain officers and or employees of CHASE HOME FINANCE LLC; CORNERSTONE MORTGAGE COMPANY; FEDERAL HOME LOAN MORTGAGE CORPORATION; COUNTRYWIDE BANK; BANK OF AMERICA; REPUBLIC TITLE OF TEXAS, ((hereinafter "bank/lender") and further by the bank's advertising, that said bank had money of its own to loan to affiant and others at a certain rate of interest.
- 2) That, affiant took the bank up on its offer to loan affiant its money at a certain rate of interest, and affiant did sign a promissory note/mortgage date on or about April twenty-sixth, two thousand and six.
- 3) That, the bank did also induce affiant to sign a "security agreement/instrument" dated on or about April twenty-sixth, two thousand and six, granting the bank a secured interest and lien in and on the personal property of affiant currently held and owned or otherwise acquired. The bank caused affiant to believe this "security agreement/instrument" was necessary for the bank to protect and insure its "consideration", i.e., the loaning of its money to affiant as advertised and agreed.
- 4) That, the bank did induce affiant into signing a Deed of Trust dated April twenty-sixth two thousand and six, assigning other undeserving third parties a lien against, a security interest in, and control over the affiant's personal property. Again, the bank led affiant to believe this Deed of Trust/Assignment was also necessary to further secure the bank's consideration against any "risk or loss" regarding loaning the affiant its money.
- 5) That, at no time did the bank ever disclose to affiant the fact that the funding of the note was created/obtained by and through the affiant's signature on affiant's note/mortgage, of which the bank later arbitrarily and deceitfully claimed as its own, and then either sold, traded, or collateralized the same for its own benefit and use. Affiant believes that the foregoing wrongful acts evidence the bank never put up, nor used, any money of its own to fund the note/mortgage instrument.
- 6) That, by and through the affiant's signing of all the aforesaid financial instruments, affiant was led to believe that a binding, lawful contract was created between the bank, its agents,

assignees, and affiant. That, at the time of signing all the bank's required financial instruments as instructed, affiant was very unlearned and unsophisticated in such banking and financial matter, including all the various underlying details, particulars and legal consequences pertaining to the same. To the contrary, affiant relied wholly upon the bank having 'clean hands', operating in 'good faith' and providing affiant full, complete and truthful disclosure of the entire transaction(s).

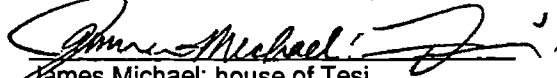
- 7) That, the affiant has since been involved in researching all of the above particulars regarding the bank's loan process and can reasonably conclude that the bank did not in fact operate with clean hands or in good faith, nor did the bank provide full, complete and truthful disclosure of its underlying, undisclosed intents. To the contrary, affiant has good cause to believe that a close perusal and audit of the bank's internal accounting records provide sufficient evidence to support the following conclusions:
- a. That the bank used acts of, but not limited to, fraudulent inducement, fraudulent misrepresentation and fraudulent intent in its claim to have loaned its money to affiant;
  - b. That the bank did not fulfill its original promise and agreement to lend its own money; nor did not sacrifice/contribute anything of intrinsic value or incur any risk in the formation or outcome of the transactions. Therefore, did not contribute any lawful consideration;
  - c. That the bank arbitrarily and discretely stole the affiant's note/mortgage, claimed it as its own, and converted the same to a negotiable instrument for the bank's sole benefit, use, and gain;
  - d. That the bank further compounded its wrongful and fraudulent actions by inducing the affiant to sign a Deed of Trust, thereby granting additional third parties undeserving control, benefit, and interest in the affiant's personal property, all under the guise of 'necessity';
  - e. That the notes/mortgage/Deed of Trust/Security Instrument between the bank, its agents and assignees and the affiant do not constitute a lawful binding contract due to the acts of misfeasance, malfeasance, and nonfeasance as more particularly outlined above; and that any such 'contract' would be unconscionable and unilateral in its very nature.
  - f. As affirmed above and throughout, affiant was never provided full, complete, and truthful disclosure regarding all financial instruments affiant was compelled to sign, nor fully apprise of the very nature and exact particulars of the bank's entire loan process. Without being fully and truthfully informed as to all the details of the 'loan' and the true 'intentions' of the lender, there could not be, and was not, a 'meeting of the minds'. Affiant fully believes the following court decision (among others) applies herein, to wit: *"The 'meeting of the minds' required to make a contract is not based on secret purpose or intention on the part of one of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which from all the circumstances should be known"*. McClintock v. Skelly Oil Company, 232 Mo. 1204, 114 S.W. 2d 181, 189 (1938).
  - g. That, the Affiant did spent further time considering all the particulars regarding the entire loan process as outlined above, and became further perplexed. If the bank/lender had indeed given full, complete, and truthful disclosure regarding all elements of the loan process as outlined throughout; and did in fact provide valuable, bona fide consideration and, did in fact believe the bank was creating a lawful, binding contract with the affiant/borrower, then why did not the bank's officers and representatives sign their name on the contract note? The same applies to the Deed of Trust. If the bank/lender knew it was not involved in any kind of fraudulent inducement, misrepresentation, and concealment, and did in fact have a bona fide, legal contract with the borrower/affiant sufficient to prevail in a foreclosure action if need be; then, why did the bank/lender feel it necessary to have a deed of trust created- wherein the bank/lender did assign complete control of the purported 'loan' over to a third party, and again never put their signature to the instrument? In

consideration of all the statements throughout this affidavit, the affiant believes it only reasonable to conclude that the bank/lender knew full and well that it was defrauding the affiant/borrower as to the true nature and elements of the entire loan process, and was not willing to further implicate and or incriminate itself by signing its name to document. The banker/lender knew full well were based upon fraud, lies, inducement, entrapment, and unjust enrichment.

- h. That, Affiant notified CHASE HOME FINANCE LLC; JPMORGAN CHASE BANK; COUNTRYWIDE BANK; BANK OF AMERICA on March 30, 2009; October 18 and 20, two thousand and nine, that full payment had been made on loan# 1845610624 and loan# 119044285, respectively via a bond payments. However, as of date NO response has been received and both banks continue to bill me for the loans.
- i. That, regardless of any funds secretly or covertly obtained by the bank (via for the purpose to access and thereby expand the credit of this affiant's individual treasury account while at all times failing to disclose the use of this affiant's negotiable paper (i.e. affiant's mortgage./note) while trading as a for profit entity on the bond and securities market though any of its interagency cohorts/institutions such as Fannie Mae, Freddie Mac, or otherwise; while also apparently failing to file IRS Form 1099OID (Original Issue Discount) on each of the herein referenced transaction and thereby send a copy of said form to affiant for his tax records. It has been established that this affiant as well as other Americans have, out of necessity and the related remedy attaching thereto having its origin out of HJR-192, and are in fact the only substantive "source" and consumer to sponsor virtually ALL credit that issues for commercial purposes. Said credit being necessary for the Treasury to have access to a valid source of credit to monetize and thereby disburse to the Federal Reserve banks for various and sundry federal projects while accounting for all such credit/funding entered into circulation through the aforesaid Federal Reserve banks. The nature of such funding has been verified by the U.S. Treasury Department of Treasury as emanating by and through the UCC Contract Trust Account of the named trust/entity JAMES MICHAEL TESI bearing UCC CONTRACT TRUST ACCOUNT No. 079-46-2797 and Treasury noted Exemption from Levy No. 079462797, to include such other similar individual trusts as many exist.

For all the reasons set forth above and throughout this affidavit, which the affiant incorporated herein in its entity- ALL Notes/Mortgage/Deed of Trust or other instruments signed April twenty-sixth two thousand and six by the affiant between the bank/lender and any and all of its agents, assignees and beneficiaries have no legal force or binding effect, and the same in fact NULL and VOID.

FURTHER AFFIANT SAYETH NAUGHT

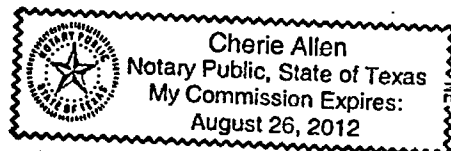
  
James Michael; house of Tesi,  
sovereign living soul

Notice

Using a notary on this document does not constitute and adhesion, nor does it alter my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day of October, 2009 by James Michael Tesi, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cherie Allen (seal)






Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed and accepted pursuant to the terms and conditions as set forth herein.

Under Texas Common Law Damage to a Land Patent constitutes a Felony which may be punishable by monetary settlement in gold or silver coin, imprisonment or death by hanging.

Respectfully,

Singed by my hand on October thirtieth, two thousand and nine

  
James-Michael: Tesi  
Sovereign Living Soul

Acknowledgment

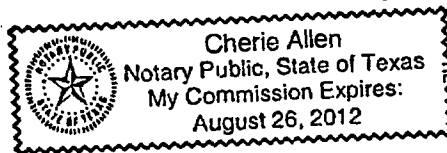
Texas )  
 )  
Corporate County of Tarrant )  
sovereign county of Robertson )

Notice

Using a notary on this document does not constitute and adhesion, nor does it alter my status in any manner, The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day of October, 2009 by James-Michael Tesi; proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Cherie Allen (seal)





When Recorded Return to:  
James-Michael: Tesi  
8528 Davis Blvd., #134-198  
North Richland Hills, Texas [76182]

**REVISED FULL RECONVEYANCE**

This Revised Full Reconveyance is to replace Full Reconveyance; Instrument No. D206129127 Recorded May 2, 2006 and Instrument NO. D206129128; recorded September 14, 2009  
The **TRUST DEED** released by this instrument is as follows:  
**TRUSTORS(s):** James-Michael: Tesi, Sovereign living soul.

**SUCCESSOR IN INTEREST TO GRANTOR, if any:** NONE  
**BENEFICIARY:** Thomas Tesi  
Date Executed: March 30, 2009  
Date recorded: October 30, 2009  
**DEED OF TRUST NO:** D209281973  
**COUNTY:** TARRANT

This Full Reconveyance secured by said Texas Land Patent has been fully **SATISFIED**.  
**DATE Satisfied:** March 30, 2009/October 20, 2009 for consideration of (\$200,000.00 and \$181,673.90) and (\$34823.44 and \$43,000.00), respectively for the so called loans No. 1410001422 and 1410001432.

**SATISFACTION MADE BY:** James-Michael: Tesi, agent for **JAMES MICHAEL TESI**.  
This Full Reconveyance was satisfied, which also satisfied any lien and any return of any money was held by lenders **CORNERSTONE MORTGAGE COMPANY, CHASE HOME FINANCE, BANK OF AMERICA, MERS** and **SUCCESSOR(s)**. Property is currently held in Grantor's possession without further obligation. The Deed of Trusts No. D206129127 and D206129128 were Void at inception based on fraud by alleged Lender. No rebuttal to allegations have ever been made no written objection to the execution or re-recording of this release and reconveyance has been received from any and all entitled parties after **DUE NOTICE** being mailed on July 20, 2009. The **TRUST DEED** set forth herein is **FULLY RELEASED** and **SATISFIED**. The **PROPERTY DESCRIPTION** is listed under the commonly known address of: 669 Bear Creek Drive, Hurst Texas, the same being **FULLY** and **COMPLETELY RECONVEYED** to James-Michael: Tesi as new **TRUSTOR** and made pursuant to all **AUTHORITY VESTED IN SAID TRUSTEE, AS RELEASING AUTHORITY BY THE DEED OF TRUST DESCRIBED ABOVE: SAID** property described as follows:

*LOT 19, in Block 6, of Lonesome Dove Estates, Phase 1, an additlon to the city of Hurst, TARRANT COUNTY, Texas, according to the map thereof recorded in cabinet A, slide 5407, of the map records of TARRANT COUNTY, Texas.*

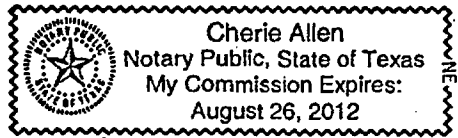
Dated October 30, 2009

BY   
James-Michael: Tesi, As Authorized Agent/Trustee.

Texas republic )  
corporatism county of Tarrant )  
sovereign county of Robertson )

Subscribed and sworn to (our affirmed before me on this 30<sup>th</sup> day of October 2009, by James Michael Test as releasing agent, as being Conveyed To, proved to me on the basis of satisfactory evidence to be the Living Soul(s) who appeared before me.

Signature Cherie Allen (seal)



669 BEAR CREEK DRIVE  
HURST, TX 76054

20090187417260

**NOTICE OF SUBSTITUTE TRUSTEE SALE**

**Deed of Trust**

Date: April 21, 2006

**Grantor(s):**

JAMES M TESI

**Original Mortgagee:**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE

**Current Mortgagee:**

CHASE HOME FINANCE, LLC  
3415 VISION DR.  
COLUMBUS, OH 43219

**Mortgage Servicer:**

CHASE HOME FINANCE, LLC

Recorded in: INSTRUMENT NO. D206129128

Property County: TARRANT

**Legal Description:**

BEING LOT 19, IN BLOCK 6, OF LONESOME DOVE ESTATES, PHASE 1, AN ADDITION TO THE CITY OF HURST, TARRANT COUNTY, TEXAS. ACCORDING TO THE MAP THEREOF RECORDED IN CABINET A, SLIDE 5407, OF THE MAP RECORDS OF TARRANT COUNTY, TEXAS.

Date of Sale: Tuesday, November 3, 2009

Earliest Time Sale will Begin: 1:00PM

**Place of Sale of Property:**

THE BASE OF THE COURTHOUSE STEPS ON THE EAST SIDE OF THE TARRANT COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.

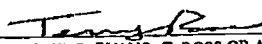
The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

CHASE HOME FINANCE, LLC is acting as the Mortgage Servicer for CHASE HOME FINANCE, LLC, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. CHASE HOME FINANCE, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CHASE HOME FINANCE, LLC  
c/o CHASE HOME FINANCE, LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Dated this September 14, 2009.

  
\_\_\_\_\_  
J. CLARKE, R. EVANS, T. ROSS OR A. HOLLAND  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001

**VOID**



NOS20090187417260

# EXHIBIT "E"

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

JAMES TESI  
C/O P O BOX 922582  
NRH, TX 76182

Submitter: JAMES TESI

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 1/7/2010 11:43 AM

Instrument #: D210003952

OPR

6

PGS

\$32.00

By: \_\_\_\_\_

*Suzanne Henderson*

D210003952

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: CAMADDOCK

**TRUTH AFFIDAVIT IN THE NATURE OF SUPPLEMENTAL  
RULES FOR ADMINISTRATIVE AND MARITIME CLAIMS RULES C(6)  
Frivolous Communication Violations**

*In the matters for commerce, All commerce operated in truth, demand for truth is made by all party for full disclosure=who are you? Who do you represent and who is the real party of interest? Is the real party of interest the Commonwealth for Britain, the British Crown, the Queen for England, the Holy See? Is the United States flying the Queen's Banner Flag? What city does the Flag in the United States and State Court Houses, the House and the Senate, State and Federal and the oval office's State and Federal represent? Have you desecrated our Flag for Liberty old Glory the lawful Flag for the United States defined by 4 USC J-*

Verified Declaration in the Nature by an Affidavit for Truth in Commerce and Contract by Waiver for Tort Presented by I, me, my, myself, addressee, James Michael; house of Tesi, living soul, one for We the People under Original Common Law Jurisdiction by the Texas and united states of America Contracts, the Constitutions.

Republic and one by the )  
several united states ) ss  
Texas )  
in America )

For: Whom it may concern: In the Matter for **JAMES MICHAEL TESI; JAMES M. TESI; James M. Tesi**, (and all derivatives thereof) and other issues described below:

**I, Me, My, Myself**, addressee, **James Michael; house of Tesi**, (herein after Title Owner) the undersigned for one We the People, Sovereign, natural born living souls, the Posterity, born upon the land in the one for several counties within the one for the several states united for America, the undersigned Posterity, Creditors, Claimants and Secured Party, herein after "**I, Me, My, Myself, Title Owner**" do hereby solemnly declare, say and state:

**Plain Statement of Facts**

**A matter must be expressed for being resolved. In commerce, truth is sovereign. Truth is expressed in the form for an Affidavit.**

**An Affidavit not rebutted stands as Truth in commerce. An Affidavit not rebutted, after thirty (30) days, becomes the judgment in commerce. A Truth Affidavit, under commercial law, can only be satisfied: by Truth Affidavit rebuttal, by payment, by agreement, by resolution, or by Common Law Rules, by a jury.**

**I, Me, My, Myself**, the Title Owner, am expressing truth by this Verified Declaration in the Nature for an Affidavit of Truth in Commerce and Contract by Waiver for Tort Presented by me, addressee, **Title Owner**, living soul, one for We the People under Original Common Law Jurisdiction for the **Texas** and United States of America Contracts, the Constitutions.

**WHEREAS**, the public record is the highest evidence form, **I, Me, My, Myself, Title Owner**, am hereby timely creating public record by Declaration with this Verified Declaration in the Nature for a Truth Affidavit in Commerce and Contract for a Tort Waiver Presented by Me, addressee, living soul, the Title Owner, one for under We the People under Original Common Law Jurisdiction for the **Texas** and United States of America Contracts, the Constitutions. The following sections will constitute public law with regards frivolous communications and fines in violation thereof.

Sec. 1. **Fact:** Frivolous communication regarding any commercial transaction enforcement is defined to include written, recorded and electronic communication which is clearly insufficient on its face, does not respond to opposing points of statement of pleadings.

Sec. 2. **Fact:** Frivolous communication is defined to include written, recorded and electronic communication which is apparently or presumed to be constructed for the mere purpose of delay or contravene official duties regarding a requested, commercial proof of claim.

Sec. 3. **Fact:** Frivolous communication is defined to include written, recorded and electronic communication which is so clearly untenable of its pleadings upon initial inspection, that its nature can be determined without any further consideration (baseless upon its face) regarding a commercial process or proof of claim.

Sec. 4. **Fact:** Frivolous communication is defined to include communication which on its face or after argument or research of any referenced Laws, Statutes or Codes contained in the said communication(s) are found to be insufficient pleadings or in entirety, a failure to prove a commercial claim.

4a. Communication in any format specifically design to circumvent Notary presentment, specifically but not limited to correspondence from legal firms and representatives.

Sec. 5. **Fact:** Frivolous communication is defined to include written, recorded and electronic communication which includes evidence of matter from Sec. 1 through 4a. Facts and fails to have a wet ink signature.

Sec. 6. **Fact:** Communication, written or recorded addressed to for **JAMES MICHAEL TESI; JAMES M. TESI; James M. Tesi**, (and all derivatives thereof) in a manner stipulated in any of the **Sections 1 through 5. Facts**, is strictly forbidden and chargeable against each issuer or issuer's corporation in the amount, the sum certain for five thousand (5000.00) dollars, silver or gold specie, in lawful coinage for the united states of America as defined under Article I, Section 10 Clause 1 of We the People's Contract/Constitution for the United States of America.

Sec. 7. **Fact:** Communication, written or recorded addressed to for **JAMES MICHAEL TESI; JAMES M. TESI; James M. Tesi**, (and all derivatives thereof) in a manner stipulated in any of the **Sections 1 through 5. Facts**, for intended monetary or real property gains is strictly forbidden and chargeable against each issuer or issuer's corporation in the amount, the sum certain for ten thousand (10,000.00) dollars, silver or gold specie, in lawful coinage for the united states of America as defined under Article I, Section 10 Clause 1 of We the People's Contract/Constitution for the United States of America.

Sec. 8. **Fact:** Communication, written or recorded addressed to for **JAMES MICHAEL TESI; JAMES M. TESI; James M. Tesi**, (and all derivatives thereof) in a manner stipulated in any of the **Sections 1 through 5. Facts**, more than three (3) times within a 12 month period of time for the intended monetary or real property gains for themselves (the issuers or users), others or corporate entities is strictly

forbidden and chargeable against each issuer in the amount, the sum certain for fifty thousand (50,000.00) dollars, silver or gold specie, in lawful coinage for the united states of America as defined under Article I, Section 10 Clause 1 of We the People's Contract/Constitution for the United States of America.

9.. **Fact:** This document is NON-NEGOTIABLE, and supersedes and replaces the following previously recorded documents entitled "Frivolous Communication Violations".

**I, Me, My, Myself, the Title Owner**, am not an expert in the Law, however I do know right from wrong. If there is any human being that is being unjustly damaged by any statements herein, if he/she will inform me by facts, I will sincerely make every effort and amend my ways.

**I, Me, My, Myself, the Title Owner**, hereby and herein reserve the right for amending and make amendment for this document as necessary in order that the truth may be ascertained and proceeding justly determined.

If any living soul has information that will controvert and overcome this Declaration, since this is a commercial matter, please advise me IN WRITING by DECLARATION/AFFIDAVIT FORM within ten (10) days from recording hereof, providing me with your counter Declaration/Affidavit, proving with particularity by stating all requisite actual evidentiary fact and all requisite actual law, and not merely the ultimate facts and law conclusions, that this affidavit by Declaration is substantially and materially false sufficiently for changing materially my or the Fiction's status and factual declaration.

Your silence stands as consent, and tacit approval, for the factual declarations here being established as fact as a law matter and this affidavit by Declaration will stand as final judgment in this matter, and for the sum certain herein stated and will be in full force and effect against all party, due and payable and **enforceable by law**.

**The criminal penalties for commercial fraud are determined by jury, by law**, the monetary value is set by me for violation against my rights, for breaching the law, the contract, the Constitutions in the sum certain amount as stated herein for dollars specie silver coin lawful money for the United States of America as defined by Article I, Section 10, Clause 1, under the Constitution, by We the People for the United States and will be due and payable on the eleventh day or any day thereafter as use occurs after filing by Me, in the public records for **Tarrant County, Texas**, under this declaration.

The Undersigned, **I, Me, My, Myself, the Title Owner**, holder in due course for original, do herewith declare, state and say that I, Secured Party, issue this with sincere intent in truth, that I, Me, the undersigned Secured Party, am competent by stating the matters set forth herein, that the contents are true, correct, complete, and certain, admissible as evidence, reasonable, not misleading, and by My best knowledge, by me undersigned addressee.

Under the laws of the united States of America, this NOTICE is made under the penalty of perjury pursuant to 28 USC 1746(1), WITHOUT the UNITED STATES.

**Notice for the principal is notice for the agent and notice for the agent is notice for the principal.**

Notice for the county clerk for the county Tarrant, Texas, county of Robertson Texas, Texas, the United States of America and record court for original jurisdiction, is notice for all.

This is further noticed that the use of any statutes, codes, rules regulations, or court citations, within any document created by Me, at any time, is only to notice that which is applicable to you, and is not intended, nor shall it be construed to mean that I have conferred, submitted to, or entered into any jurisdiction alluded to thereby.

I sign this document on this date, of the 5<sup>th</sup> day of January, in the year two thousand and ten.

Addressee signature, holder in due course, the Title owner

James Tesi  
c/o P.O. Box 822582  
North Richland Hills, Tx  
76182

By James Michael Tesi  
Without Recourse, All rights Reserved  
Non-Domestic  
c/o 8528 Davis Blvd., #134-198  
North Richland Hills, Texas  
James Michael; house of Tesi  
Addressee, Title owner

Notice

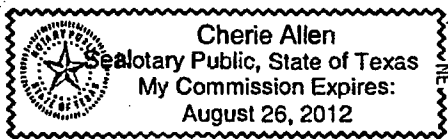
Using a notary on this document does not constitute any adhesion, nor does it alter my status in any manner. The purpose for notary is verification and identification only and not for entrance into any foreign jurisdiction.

Jurat

Texas                                    |  
Republic                                |        ss:

Having witnessed the signing and sealing of the forgoing Verified Declaration by **James Michael; house of Tesi**, I place my hand and seal hereon as an authentic act as a Notary Public.  
Subscribed and affirmed before me this 6<sup>th</sup> day for the month of January in the year of our Lord and Savior, Two Thousand and Ten, A.D.

Cherie Allen  
Notary





# EXHIBIT

D-2

**IN THE DISTRICT COURT  
AT LAW NO. 048-244403-10  
TARRANT COUNTY**

March 23, 2010

**ADDENDUM**

**CIVIL DIVISION**

**TARRANT COUNTY DISTRICT CLERK**

**In order to expedite any correspondence to the Demandant in the above  
referenced case please direct any correspondence in care of**

**c/o James Michael Tesi  
8528 Davis Blvd., #134-198  
North Richland Hills Texas, [76180]**

**Sincerely,**



**James Michael Tesi, sovereign living soul**

**FILED  
TARRANT COUNTY  
2010 MAR 23 PM 1:23  
THOMAS A. WILDEI  
DISTRICT CLERK**

# EXHIBIT

D-3

Cause Number 048-244403-10

JAMES MICHAEL TESTI  
CHASE HOME FINANCE LLC, ET AL VS

OFFICER'S RETURN

Received this Citation By Certified Mail on the 25th day of March, 2010 at 3:46 PM ; and executed at

within the county of \_\_\_\_\_ State of TX on the 29th day of March, 2010 by mailing to  
the within named TERRY ROSS a true copy of this Citation By Certified Mail  
together with the accompanying copy of:  
COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND  
REQUEST FOR PRODUCTION

Authorized Person/Constable/Sheriff: Thomas A. Wilder  
401 W BELKNAP  
FORT WORTH TX 76196-0402

County of Tarrant, State of Texas

By Cynthia Cotman Deputy

Fees \$ 50.00

CYNTHIA COTMAN

(Must be verified if served outside the State of Texas)

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_

to certify which witness my hand and seal of office

FILED  
TARRANT COUNTY  
10 MAR 31 PM 1:48  
THOMAS A. WILDER  
DISTRICT CLERK

<b>SENDER: COMPLETE THIS SECTION</b>	<b>COMPLETE THIS SECTION ON DELIVERY</b>
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece or on the front if space permits.</li> </ul>	<p>A. Signature <u>[Signature]</u></p> <p>B. Received by (Printed Name) <u>PETE NANTIRUX</u></p> <p>C. Date of Delivery <u>MAR 29 2010</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><b>(048-244403-10/CIVIL DP/MAS)</b> <b>TERRY ROSS</b> <b>C/O BARRETT DAFFIN</b> <b>15000 SURVEYOR BLVD #100</b> <b>ADDISON TX 75001</b> <b>DOCUMENT PRODUCTION</b></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery (Extra Fee)</p>
<p>2. Article Number (Transfer from service label) <u>7009 1680 0000 976J 8390</u></p>	<p>U.S. Postal Service <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a></p>
<p>PS Form 3811, February 2004 Domestic Return Receipt</p> <p>*04824440310000005*</p>	<p>Postage \$ <u>4.00</u></p> <p>Return Receipt Fee <u>2</u></p> <p>Total Postage <u>6.00</u></p> <p><b>(048-244403-10/CIVIL DP/MAS)</b> <b>TERRY ROSS</b> <b>C/O BARRETT DAFFIN</b> <b>15000 SURVEYOR BLVD #100</b> <b>ADDISON TX 75001</b></p>

THOMAS A. WILDER  
DISTRICT CLERK



See Reverse for Instructions

THE STATE OF TEXAS  
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 048-244403-10

JAMES MICHAEL TESI  
VS.  
CHASE HOME FINANCE LLC, ET AL

TO: TERRY ROSS

C/O BARRETT DAFFIN FRAPPIER TURNER & ENGEL LLP 15000 SURVEYOR BLVD, STE 100  
ADDISON, TX 75001-

You said DEFENDANT are hereby commanded to appear by filing a written answer to the COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION at or before 10 o'clock A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 48th District Court in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

JAMES MICHAEL TESI

Filed in said Court on March 22nd, 2010 Against  
CHASE HOME FINANCE LLC, TERRY ROSS

For suit, said suit being numbered 048-244403-10 the nature of which demand is as shown on said COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION a copy of which accompanies this citation.

FILED  
TARRANT COUNTY  
MAR 31 PM 1:48  
THOMAS A. WILDER  
DISTRICT CLERK

PRO SE  
Attorney for JAMES MICHAEL TESI Phone No. (817)680-4678  
Address 8528 DAVIS BLVD 134-198 NORTH RICHLAND HILLS, TX 76180

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 23rd day of March, 2010.

By  Deputy  
MARILYN A SHEPPARD

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Thomas A. Wilder, Tarrant County District Clerk, 401 W BELKNAP, FORT WORTH TX 76196-0402

OFFICER'S RETURN

Received this Citation on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_M; and executed at \_\_\_\_\_ within the county of \_\_\_\_\_, State of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_M on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by mailing to the within named \_\_\_\_\_

a true copy of this Citation together with the accompanying copy of COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION having first endorsed on same the date of delivery.

Deputy/Constable/Sheriff: \_\_\_\_\_

County of \_\_\_\_\_ State of \_\_\_\_\_

By \_\_\_\_\_ Deputy

Fees \$ \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_ (Must be verified if served outside the State of Texas)

Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_

to certify which witness my hand and seal of office

(Seal)

County of \_\_\_\_\_, State of \_\_\_\_\_

# EXHIBIT

D-4

Cause Number 048-244403-10  
**JAMES MICHAEL TESI**  
**CHASE HOME FINANCE LLC, ET AL** VS

**OFFICER'S RETURN**

Received this Citation By Certified Mail on the 25th day of March, 2010 at 3:44 PM ; and executed at B/S REG AGENT JAMES (JAMIE) DIMON CEO 3415 VISON DR COLUMBUS OH 43219 6009

within the county of \_\_\_\_\_ State of OH on the 29th day of March, 2010 by mailing to the within named CHASE HOME FINANCE LLC a true copy of this Citation By Certified Mail together with the accompanying copy of:

COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION

Authorized Person/Constable/Sheriff: Thomas A. Wilder  
 401 W BELKNAP  
 FORT WORTH TX 76196-0402

County of Tarrant, State of Texas

By Cynthia Cotman Deputy  
 CYNTHIA COTMAN

Fees \$ 50.00

(Must be verified if served outside the State of Texas)

State of \_\_\_\_\_ County of \_\_\_\_\_  
 Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

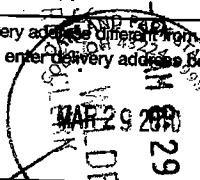
**(048-244403-10/CIVIL DP/MAS)**  
**CHASE HOME FINANCE LLC**  
**B/S JAMES (JAMIE) DIMON, CEO**  
**3415 VISION DR**  
**COLUMBUS, OH 43219-6009**

**DOCUMENT PRODUCTION**

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature Joe Cowans  Agent  Addressee
- B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery \_\_\_\_\_
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below \_\_\_\_\_

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt  
 Insured Mail  C.O.D.
4. Restricted Delivery? (Extra Fee) \_\_\_\_\_



**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

2. Article Number

(Transfer from service label)

7009 1680 0000 9761

PS Form 3811, February 2004

Domestic Return Receipt



\*04824440310000003\*

7009 1680 0000 9761 8383

**OFFICIAL USE**

Postage	\$ 4.50
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.60

Postmark Here

**CHASE MAIL UNIT #1**  
**COLUMBUS, OH**  
**USPS**

**(048-244403-10/CIVIL DP/MAS)**  
**CHASE HOME FINANCE LLC**  
**B/S JAMES (JAMIE) DIMON, CEO**  
**3415 VISION DR**  
**COLUMBUS, OH 43219-6009**

for instructions

THE STATE OF TEXAS  
DISTRICT COURT, TARRANT COUNTY

CITATION

Cause No. 048-244403-10

JAMES MICHAEL TESI  
VS.  
CHASE HOME FINANCE LLC, ET AL

TO: CHASE HOME FINANCE LLC  
JPMORGAN CHASE & CO

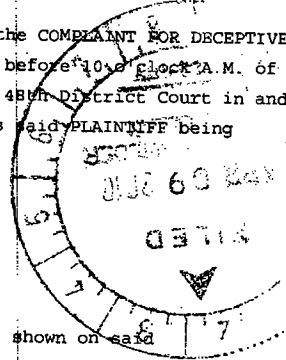
B/S REG AGENT, JAMES (JAMIE) DIMON, CEO 3415 VISION DR COLUMBUS, OH 43219-60

You said DEFENDANT are hereby commanded to appear by filing a written answer to the COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION at or before 10:00 A.M. of the Monday next after the expiration of 20 days after the date of service hereof before the 48th District Court in and for Tarrant County, Texas, at the Courthouse in the City of Fort Worth, Tarrant County, Texas said PLAINTIFF being

JAMES MICHAEL TESI

Filed in said Court on March 22nd, 2010 Against  
CHASE HOME FINANCE LLC, TERRY ROSS

For suit, said suit being numbered 048-244403-10 the nature of which demand is as shown on said COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION a copy of which accompanies this citation.



PRO SE  
Attorney for JAMES MICHAEL TESI Phone No. (817)680-4678  
Address 8528 DAVIS BLVD 134-198 NORTH RICHLAND HILLS, TX 76180

Thomas A. Wilder, Clerk of the District Court of Tarrant County, Texas. Given under my hand and the seal of said Court, at office in the City of Fort Worth, this the 23rd day of March, 2010.

By Marilyn A. Sheppard Deputy

NOTICE: You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 AM. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you.

Thomas A. Wilder, Tarrant County District Clerk, 401 W BELKNAP, FORT WORTH TX 76196-0402

OFFICER'S RETURN

Received this Citation on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M, and executed at \_\_\_\_\_ within the county of \_\_\_\_\_, State of \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by mailing to the within named \_\_\_\_\_

a true copy of this Citation together with the accompanying copy of COMPLAINT FOR DECEPTIVE TRADE PRACTICES, BREACH OF TRUST LAW, INTERROGATORIES AND REQUEST FOR PRODUCTION having first endorsed on same the date of delivery.

Deputy/Constable/Sheriff: \_\_\_\_\_  
County of \_\_\_\_\_ State of \_\_\_\_\_  
By \_\_\_\_\_ Deputy

Fees \$ \_\_\_\_\_  
State of \_\_\_\_\_ County of \_\_\_\_\_ (Must be verified if served outside the State of Texas)  
Signed and sworn to by the said \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_  
to certify which witness my hand and seal of office  
(Seal)

County of \_\_\_\_\_, State of \_\_\_\_\_



# EXHIBIT

D-5



b. The Trustee is not a necessary party to this litigation, and pursuant to the §51.007(a) of the Texas Property Code, he asserts his specific denial herein, and seeks dismissal from this suit. **Tex. Prop. Code § 51.007.**

c. It is the Trustee's reasonable belief that he was named as a party in this litigation solely in a capacity as a trustee under an applicable Deed of Trust, and denies liability is sought against him in any other capacity.

d. The Trustee, Terry Ross is not familiar with the Plaintiff, James Michael Tesi (the "Plaintiff"). At the time of this filing the Trustee has no knowledge of ever having met Plaintiff or having had any contact with them in regard to their mortgage other than to serve and act as a trustee under the applicable Deed of Trust, and undertaking all actions pursuant thereto. The only contact the Trustee has with this lawsuit is by way of the appointment of Substitute Trustee, appointing Terry Ross as Substitute Trustee under the terms of the Deed of Trust.

3. In addition to, and without waiving the foregoing, the Trustee denies any intentional wrongful act, or intentional wrongdoing.

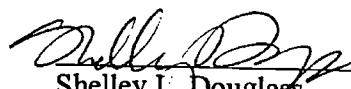
4. In addition to, and without waiving the foregoing, each Defendant denies all conditions precedent to the Plaintiff's right to recover, if any, have occurred or have otherwise been satisfied.

5. The Defendant further reserves the right to amend this answer, after any corrective pleading of the Plaintiff and after discovery of any matters, which by the nature thereof, may require additional pleading.

WHEREFORE, PREMISES CONSIDERED, Terry Ross, Substitute Trustee, prays that upon final hearing, Judgment be entered that the Plaintiff take nothing by reason of this suit, that all Defendant Terry Ross be discharged with their costs, and that the Defendant has such other and further relief to which he may show himself justly entitled at law or in equity.

Respectfully submitted,

**BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, LLP**

  
Shelley L. Douglass  
State Bar No.: 24036497  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001  
972-340-7969  
972-341-0734 (Fax)  
ATTORNEY FOR TERRY ROSS,  
SUBSTITUTE TRUSTEE

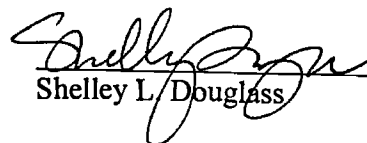
**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Answer and Verified Denial has been delivered to all parties and counsel of record pursuant to the Texas Rules of Civil on this 12 day of April, 2010.

**Via U.S. Mail**

**And CMRRR# 7160 3901 9843 27120553**

James Michael Tesi  
8528 Davis Blvd., 134-198  
North Richland Hills, Texas 76180

  
Shelley L. Douglass

**VERIFICATION**

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority did appear Terry Ross who did depose and state as follows.

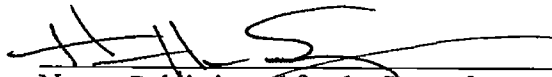
“My name is Terry Ross. I am a Substitute Trustee in regard to a Deed of Trust securing an obligation of James Michael Tesi on certain real property located in Tarrant County, Texas. I was appointed Substitute Trustee by an appointment of Substitute Trustee.”

I have read the foregoing Answer of Terry Ross, I have personal knowledge of the facts stated in paragraphs 2, including all subparagraphs, and the facts contained therein, are true and correct.”

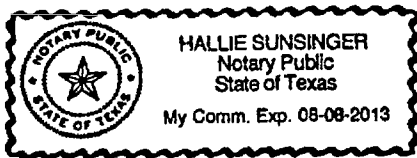
FURTHER AFFIANT SAITH NOT.

  
\_\_\_\_\_  
Terry Ross

SUBSCRIBED AND SWORN TO BEFORE ME on this the 12 day of April, 2010 to certify which witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
(Printed Name)

My Commission Expires:



**BARRETT DAFFIN FRAPPIER**  
**TURNER & ENGEL, LLP**  
A PARTNERSHIP INCLUDING  
PROFESSIONAL CORPORATIONS

ATTORNEYS AND COUNSELORS AT LAW

SHELLEY L. DOUGLASS  
ATTORNEY AT LAW  
LITIGATION DIVISION

15000 SURVEYOR BOULEVARD  
SUITE 100, DEPARTMENT 4000  
ADDISON, TEXAS 75001  
TELEPHONE: (972) 386-5040  
TELECOPIER: (972) 341-0734

April 13, 2010

Clerk of the 48<sup>th</sup> Judicial District Court  
Tarrant County Courthouse  
401 W. Belknap  
Fort Worth, TX 76196-0221

FILED  
TARRANT COUNTY  
10 APR 14 AM 10:46  
THOMAS A. WILDE  
DISTRICT CLERK

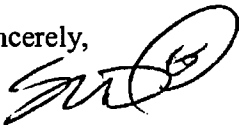
RE: Cause No. 048 244403 10; *James Michael Tesi v. Chase Home Finance, LLC, JPMORGAN Chase et al, and Terry Ross, Substitute Trustee*; In the 48<sup>th</sup> Judicial District Court of Tarrant County, Texas.  
BDFTE No.: 20090187417260

Dear Clerk:

Enclosed for filing in the above-referenced cause please find an original and one copy of Answer and Verified Denial of Terry Ross, Substitute Trustee. Please return a file-marked copy of same in the envelope provided.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact our office.

Sincerely,



Shelley L. Douglass

SLD/ej

Enclosures

CLM  
4-14-10

# EXHIBIT

D-6



MELANIE SPRIGGS

E-mail: mspriggs@qscclpc.com  
Direct dial: 214-880-1843

April 15, 2010

**VIA FEDEX OVERNIGHT**  
Tarrant County District Court  
Tim Curry Justice Center - 8th Floor  
401 W. Belknap  
Fort Worth, TX 76196-0221

Re: James Michael Tesi v. Chase Home Finance LLC; Cause No. 048 244403 10; In the 48<sup>th</sup> Judicial District Court, Tarrant County, Texas

Dear Clerk,

This letter is a formal request for the complete copy of the court file, together with the transaction sheet for the above-referenced case.

Additionally, you will find a check enclosed in the amount of \$33.25 to cover the fee for the above request.

Please send the complete court file back to me in the FedEx envelope provided herein for your convenience.

If you have any questions, please feel free to contact us.

Sincerely yours,

*Melanie A. Spriggs*  
Melanie Spriggs

FILED  
TARRANT COUNTY  
2010 APR 16 PM 2:03  
THOMAS A. WILDER  
DISTRICT CLERK

MAS/ah  
Enclosure  
3671.0541

*Clm  
4-20-10  
7*