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Ramsey County, Minnesota
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Deputy 713

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Notice - Ramsey County, Lot 3 Block 1 Amber Oaks, Parcel 19.30.22.23.0043

Recording requested

November 13, 2019

When recorded return to:

Tom Kibler

1694 Valerie Lane, St Paul MN 55112

This notice must be indexed as follows: Grantor and Grantee: Thomas G. Kibler

LIEN-INTENT TO PRESERVE INTEREST IN REAL PROPERTY, and RESCISSION

This NOTICE is intended to preserve an interest in real property from extinguishment, fraud and/or foreclosure. CLAIMANT Kibler, Thomas G, 1694 Valerie Lane, St. Paul, MN 55112 hereby declares as follows:

I legally acquired the real property known as Lot 3, Block 1, Amber Oaks, Ramsey County, Minnesota-TAX PARCEL I.D. # 19.30.23.22.0043 as reflected on the June 23, 1998 Warranty Deed record # 3086999.

The property was purportedly "refinanced" on 3/7/05 by a "loan" in which the alleged Lender was *Long Beach Mortgage Company*, who appears to never have been registered as a fictitious name, i.e. a dba or trade name. A bait and switch installment sale occurred and the note was satisfied in full. Yet, inexplicably a satisfaction of the prior mortgage was not issued and recorded until October, 2011. Was there a 3/7/05 transaction/funding?

Long Beach Mortgage does not appear to ever have been licensed by the state of MN. Deutsche Bank National Trust Company either. Select Portfolio Servicing let their MN debt collection license registration lapse in 2018.

All contractual payments were made on a timely basis until after Long Beach Mortgage/Washington Mutual ceased to exist on 9/25/08, when soon thereafter JPM Chase falsely claimed to be successor in interest to Washington Mutual, WMI filed bankruptcy, and the new owner of my mortgage/my new lender, then effective 11/1/09 induced me into withholding payments they were never entitled to, seemingly so that they could collect insurance they also were not entitled to, likely-extinguishing yet again any purported debt.

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There is no assignment in the land records TO JPM Chase. JPM Chase fabricated an intentionally deceptive "assignment" in an attempt to portray themselves as having an interest in the property. They provided no documentation to evidence their presence (lack thereof) in the chain of title. With no standing, Chase on 10/2/12 purported to assign its non-existent interest to Deutsche Bank National Trust Company as Trustee for Long Beach Mortgage Trust 2005 WL-2 via a foreclosure mill fabricated (poorly) document. (This REMIC trust was permanently CLOSED on 8/30/05, more than seven years prior to the fabricated assignment, and terminated with the SEC on 1/13/06). Subsequently, Chase has admitted they are not successor in interest to WaMU, and only acquired certain assets of WMB Henderson, NV, they only acquired certain defined assets by purchase, there was no "operation of law" acquisition or merger and that they have no bill of sale/allonges etc. because they acquired no "mortgage loans" from the FDIC/WMB.

These were sold off immediately after origination and were not on the books of WMB on 9/25/08. The FDIC confirms they had NO records/information regarding WMB Henderson, NV "mortgages". Still with no standing or interest, Chase purports to have transferred "servicing" to Select Portfolio Servicing (SPS) in May of 2013, and also fabricated a purported Limited (extremely) Power of Attorney to SPS (4526138) filed 10/3/14.

Several attempts to wrongfully and illegally foreclose in the name of Deutsche Bank National Trust Company have been filed. The Office of the Comptroller of the Currency (OCC) states that a trustee cannot and does not have such authority. None of the involved entities, JPM Chase, Deutsche Bank National Trust Company, or Select Portfolio Servicing (Credit Suisse) have any legal interest or standing and are committing fraud upon the court by the presentment of fictitious documents. There are and have never been any contractual agreements. All three parties have criminally violated consent judgements after paying many a combined \$62 billion in fines to State and Federal governmental bodies.

Your Asseverant had what he thought was a mortgage agreement specific to said land and home in the amount of \$323,000.00 credit units from the alleged lender Long Beach Mortgage, but it has become evident it was a fraudulent transaction. Inexplicably the satisfaction of the prior MERS mortgage was not issued/recorded until October, 2011, more than six years late.

Your Asseverant was persuaded through false promises regarding a mortgage loan, and undisclosed and unconscionable shadow agreements, to turn over to the alleged lender, a very valuable note in the amount of Three Hundred Two Thousand (\$323,000.00) US dollars in the belief the lender was loaning something of value which was already possessed by the lender, and for which the lender would be at risk, should it not be paid back. Your Asseverant had not received any loan prior to handing over this valuable asset, Asseverant was not given a receipt for this valuable asset, and Asseverant never saw evidence of any funding, nor will closing agent First American Title document any.

Your Asseverant notices that pursuant to Title 12 U.S.C. § 1813 (1), a promissory note is defined as a "deposit," for which a receipt is required to be given; therefore, Asseverant notices a law was violated by the alleged lender, Long Beach Mortgage, because said "lender" did not give Asseverant a receipt for the deposit of the promissory note.

Your Asseverant calls attention to a publication of the Chicago Federal Reserve Bank under the title Modern Money Mechanics, which must tell the truth because banks cannot lie to the public. Said publication states, at pages 6-7, "What [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers' transaction accounts. Loans (assets) and deposits (liabilities) both rise by [the same amount]." That being the case, Asseverant notices that deposit of the note is an asset to Asseverant, and a liability to the bank.

Asseverant notices, from the explanation of an expert witness, the bank took Asseverant's asset and created a bond, and took that bond to the Federal Reserve Bank (FRB), which then gave them approximately 10 times the amount of Asseverant's note. Asseverant's note was for \$323,000.00, so the FRB gave them a credit of about \$3,230,000. Asseverant notices the bank did not put up one cent in exchange for receiving this amount of credit from the FRB.

Asseverant notices the bank leveraged Asseverant's note to create \$3,230,000, and they still had Asseverant's note, and they kept it, and they still expect to be paid for credits created from an instrument on which they needed Asseverant's signature to acquire \$3,230,000; \$2,907,000 of which they pocketed.

Asseverant notices the date of maturity for the note is over 9 months, making it an investment contract and not a negotiable instrument pursuant to UCC law, and therefore, Asseverant is entitled to a portion of any profits earned from that investment contract.

Asseverant notices, according to an expert witness, the bank then took Asseverant's note to another party, known as a wholesaler, and the wholesaler took it to an aggregator or trustee, and it was then sold to a trust, and since 95% of the trusts are in New York, it was likely sold on Wall Street. It was falsely assigned to a REMIC-Long Beach Mortgage Loan Trust 2005-WL2 which closed years earlier on 8/30/05. Governing rules of NY Trust law, and the specific PSA disallow any such late transfer.

Asseverant notices that these trusts file an 8K filing with the SEC, naming the Trust, and they tell the SEC they are going to sell investment certificates, i.e., mortgage backed securities or CDOs (Collateralized Debt Obligations). Asseverant notices that Asseverant's note was part of the security to induce certificate holders (investors) to buy into a trust. Asseverant further notices the money from the investors went back to the bank where Asseverant signed the note. So the bank received 10 times the amount of Asseverant's asset note from the FRB, and then sold the note to a trust for yet more money, and the bank still wants Asseverant to pay them, when, in fact, the bank owes Asseverant a percentage of the profits the bank made using Asseverant's note.

Asseverant notices that note that was never notarized, traveled all around the world, gathering a lot of money. It created \$3,230,000 (10 x amt of loan) for the bank, on Asseverant's signature. It also induced a lot of investors to invest in that trust. The investors received investment certificates and the funds came back to the bank. This is a very good deal for the bank, but not for Asseverant. The bank received \$3,230,000 in credit and didn't put up a nickel.

Asseverant notices the trustee for this trust is provided a Pooling & Servicing Agreement, which contains the rules he must comply with under the SEC. This agreement requires an insurance

policy that covers any default on any of the notes in the Trust, requiring that the investors will be paid by the insurance company upon the borrower's default. This is known as a credit default swap, and the insurance company is usually AIG.

Asseverant further notices, upon statements by an expert witness, that the Federal Reserve allows the trusts to leverage the notes up to 30 times, so they can create up to 30 different levels. Now Asseverant's note is purchased by other lenders, and insured, and it just keeps getting deeper and deeper.

Asseverant notices that on day 91 after a default occurs, the insurance policy that covers the interest of the trust and investors, triggers a pay off, and the trust receives the full amount of the note. Regardless of how much Asseverant has paid on the mortgage, the trust gets the full amount of the note, so the trust suffers no loss at all.

Asseverant notices the designated insurance company paid off the note when it was 91 days late. The trust has been made whole, the lender sold the note, and, therefore, has no standing to sue Asseverant regarding a default on the note, so at this point, nobody other than the insurer has standing to sue Asseverant regarding the default on the note.

As of this date your Asseverant has made payments including down payments and improvements in an amount totaling approximately \$274,000 U.S. Dollars including taxes and insurance

Your Asseverant has, as of this date, provided services, and materials furnished by the undersigned and/or others, since the date Asseverant purchased said land and building, and made improvements therein and thereon, paying for labor, materials, and services for the upkeep and maintenance, taxes, fees, assessments, new construction, all repairs and replacements, and any and all improvements thereon and therein, for said land and homestead. The total sum provided by Asseverant in this matter is a value of approximately \$74,580.00 U.S. Dollars

Your Asseverant, as of November 13, 2019, has provided 23.2 years, of maintenance labor and 24/7 security protection of said land and home which totals 203,232 hours, at \$10 per hour, or \$2,032,320-for a total vested interest then, of \$2,380, 900.

Asseverant reserves all rights to adjust the sum certain of secured, equity interest in the subject land and home to reflect additional improvements, maintenance or expenses as the need arises.

11/27/17 Rescission Notice delivered

TO: JPM Chase, Select Portfolio Servicing, Deutsche Bank National Trust Co,
Usset, Weingarden etal
RE: USING FORGED DOCUMENTS TO CONDUCT ILLEGAL TRUSTEE SALE AS A
DEBT COLLECTOR.

To Whom It May Concern:

This notice qualifies USSET, WEINGARDEN et al. as a third-party incidental beneficiary - the Restatement says that if you're not a third-party beneficiary, you're an incidental beneficiary.

Therefore you have no financial authority to conduct any Sale on the Estate of Thomas Kibler Beneficiary, there is no record approved by the IRS that reflects that USSET, WEINGARDEN, SELECT PORTFOLIO SERVICING (SPS) or DEUTSCHE BANK NATIONAL TRUST CO. have been lawfully approved as a non-bank Trustee as of 11/22/17 by the United States Treasury or the Federal Reserve. Are they Tax Matter partnerships? Form 8308?

The sheriff's sale that you have illegally scheduled for 12/27/2017 at 10:00am is a fraudulent misrepresentation of a material fact used only for your own benefit to embezzle my Estate by ignoring the following codes that do not give you an Exemption to be non-compliant...immediately withdraw the sale, and record my account as paid in full:

Pursuant to Title 26 USC 1060, where is the attached Asset Form filed with the IRS on form number 8549 that your book keeping records reflects the default amount has increased or decreased?

Pursuant to Title 18 U.S. Code § 471 - Obligations or securities of United States: Whoever, with intent to defraud, falsely makes, forges, counterfeits, or alters any obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both.

Please be aware that if you decide to ignore this letter without complying with the statutes listed above this will confirm that you procedurally failed to comply with the lawful owner of the Estate by creating and changing the Title with the intent to change policy and procedures based on procedural irregularities in the flawed and clouded chain of title of the Estate of Thomas Kibler.

The law stipulates: "An obligor is not obliged to pay the instrument if the person seeking enforcement of the instrument does not have rights of a holder entitled to collect payments" per U.C.C. provision, U.C.C. MN §336.3-305.

Long Beach advertised a "loan" but in 2005 issued a future lease re-purchase agreement instead, which is false advertising and fraud on the face of it, then they set up the ACCOUNT in the name of a municipal government FRANCHISE named after me without knowledge or consent, which is unlawful conversion, then they got immediate recoupment of up to 21X the amount of the purported "loan" via selling the collateral off--- a process that included cashing out the purloined Promissory Note --- and then, to top it off, they re-sold the already-paid Promissory Note to Third Parties...VOID.

Illegal 1010 logarithim foreclosures are capitation, 5th and 14th amendment violations, undisclosed involuntary conversion, unlawful conveyance, punitive tax assessments, like kind exchange (26 CFR 1.751, IRS sections 731, 108 (i), 61(a)(1), § 1.6050K-1) and constructive liquidation. No abandonment. VOID.

How can anyone claim to represent Deutsche Bank National Trust Co.as trustee-when the SOS's confirm that no such trust or corporation is actually registered in California Delaware? (see exh,

3 Certificate attached). It does not statutorily exist, although suspicious characters perhaps associated with Lehman have filed for "Use" of it under fictitious names (attached).

Nor does Long Beach Mortgage Trust 2005, WL-2 seem to statutorily exist, nor has it filed a 10K or 8K since 2006. Inactive? Tax delinquent?

Further, the WL-2 trust closed on 8/30/05 and both the prospectus and the PSA (attached) preclude transfers/assignments after 8/30/07. This makes the fraudulent/forged/robo-signed 10/2/12 assignment just a bit late (pages 95-101 of Chase 2 attachment) even were it legitimate. Thus-it cannot hold my account, can it?

As well-FDIC testimony (receiver Richard Schoppe etc.) and the depositions of Lawrence Nardi (summary and full deposition both attached) and Eric Mains all state that no loans/mortgages were included in the WaMu/Chase/FDIC pa & a (see complete private copy attached) and that JPMC was not the successor in interest to WaMu...and in the JPMC/DBNTC-/FDIC settlement (copy attached), in exchange for releases from JPMC and DBNTC, atop all the other charity the Receiver paid JPMC \$645 million and issued DBNTC an allowed unsecured receivership claim of \$3,006,929,600 on September 8, 2017.

You will find my alleged trust listed on the settlement in Exhibits at the end of the settlement as being included herein as a defective trust. Thus-while questionably without merit, JPMC and DBNTC have already been paid multiple times...

In 2009 Jose Salas and Alan Gessinger of JPMC fraudulently induced me into a payment stoppage, then illegally dual tracked after they bought/were gifted with no true consideration and no ownership/interest/standing a copy of the Promissory Note from the FDIC after Long Beach already discharged it once (see pg. 75 of the Chase 2 attachment-endorsed with no recourse) and got payment from trading my signature/assets through the DTC, and JPMC got paid from insurance proceeds...and then in 2013 they sold the same no ownership/interest/standing copy of a Promissory Note to SPS who is pretending that they have an additional interest. They do not. DBNTC doesn't. JPMC doesn't...and the Long Beach Trust is unfunded/inactive/non-existent. Dirty hands.

Atop all the illegal prior unjust enrichment, JPMC received \$28 billion in the bailout, and SPS atop theirs received \$1.2 billion, and still continues the variety of unfair, deceptive, and illegal practices and violation of several federal laws, including the FTC Act, the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), and the Real Estate Settlement Procedures Act (RESPA) that they admitted in their FTC settlement and were to have ceased (in 2003, under their old Fairbanks Capital) name. Violations of the 2013 NMS too.

SPS has also consistently failed to provide validation, or accounting of charges and credits dating back to loan inception (supporting the fact that neither they nor JPMC were legitimately successors), or to accurately answer very basic QWR's (see SERVER attachment) in direct violation of RESPA. Also see highly questionable charges on pages 63 and 64 of Chase 2 attachment).

As well, see the Final to FOIA attachment, showing that SPS has nearly 7,000 unsatisfactory complaints filed with the CFPB. How and why are they still licensed? Lastly, in the 2016 settlement the FDIC paid \$3.1 billion to DBNTC and \$645 million to Chase over 99 "defective" trusts, including LBMLT 2005 WL-2.

Re: purported SPS "account" # 0014631865-also purported JPM Chase "account" #0667093397

Based on the above, and delivered today via fax machine, I hereby rescind any purported Long Beach or WMB "mortgages" as invalid/never consummated (thus untolled) and fraudulent.

There is no abandonment, no relationship, no contract, no holder, no debt, no security, no standing by any interlopers, no claim. (Sent to SPS, DBNTC and Chase on 11/27/17-acknowledged by SPS) Tom Kibler, 1694 Valerie, St Paul MN 55112, 651-636-6346.

This property title is tainted/slandered by and clouded by their actions. My vested interest is the primary, superior, and only valid claim. Nobody else has evidenced any valid claim to or rights regarding my property. I have lived in and maintained this residence since August of 1996.

I, Kibler, Thomas G. affirm that this notice and the stated facts are not recorded for the purposes of slandering title to real property, and that the information contained herein is truthful and accurate.

Dated 11-26- 2019

Signed: [Signature]
Thomas G. Kibler "Property Owner"

State of Minnesota
County of Ramsey
New Brighton MN

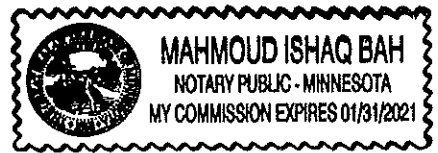
Signed: [Signature]
Thomas G. Kibler "Lienor"

NOTARY PUBLIC

The foregoing instrument was acknowledged, subscribed and sworn to before me by Thomas G. Kibler who produced MN DL as identification, this 26 day of November, the year of our Lord 2019.

[Signature] Mahmoud Bah

Notary:
My commission expires on 01/31/2021



WITNESS my hand and official seal.

Signature: [Signature]
Name of Office: Mahmoud Bah

Drafted by:
Thomas G. Kibler
1694 Valerie Ln.
New Brighton MN 55112

