

DO YOU WISH TO GET OUT OF LOAN DEBT?

It's simple: Just issue the lender (or pretender lender/interloper, someone who has purchased your loan from the loan originator) a **Certified Promissory Note** in accordance with **Uniform Commercial Code (UCC) Section 3 - 104 (e) - Negotiable Instruments** - Paragraph (e) - Listen!

Rule #1 - Money is brought into existence only by borrowing it. Period!

Rule #2 - If you want to buy a car - One signs a promissory note for the purchase price. If the car you wish to buy is \$24,000, and the promissory note is made out for \$24,000, then the fair value of that promissory note is \$24,000 with your signature. The auto dealer gives you the car valued at \$24,000, you give the auto dealer your promissory note with your signature valued at \$24,000. The deal is done. The value of the auto of \$24,000 minus/(less) the value of your promissory note \$24,000 =s \$0.00. The auto =s the value of your promissory note.

Remember you created the money in the amount of \$24,000 just by signing the promissory note. Before you signed the promissory note, there was **NO money**. Once you signed the promissory note you now created the money in the amount of \$24,000. Remember, **you are the creditor**, you are "**in effect a Bank**", you created the money.

Rule #3 - If you want to buy a house - One signs a mortgage agreement (the collateral), and one signs a promissory note in the amount of the purchase price of the house less any down-payment.

One signs a promissory note for the purchase price. If the house you wish to buy is \$450,000, and the promissory note is made out for \$400,000 (purchase price of \$450,000 less \$50,000 cash down payment), then the fair value of that promissory note is \$400,000 to the lending bank **with your signature**.

The house seller gives you the house valued at \$450,000, you give the home seller the \$50,000 down payment, plus the \$400,000 check from the bank made payable to the "seller", and the Bank received your promissory note with your signature valued at \$400,000. **The deal is done**. The value of the home of \$450,000 minus/(less) (the value of your promissory note \$400,000 + \$50,000 cash) =s \$0.00. The house value of \$450,000 =s the value of your promissory note \$400,000 + \$50,000 in cash down payment.

Rule #4 - Remember, "**it is your signature on the promissory note that creates the money**", you are in effect "**the bank**" by merely signing your name (**signature** in French means **man's sign in nature**).

Rule #5 - In order to pay off the debt, or what is called "**discharging the debt**"; all one has to do is write/ (or create) your own **certified promissory note** (a negotiable instrument under Uniform Commercial Code (UCC) Section 3- 104 paragraph (e)), with your signature on the promissory note in the amount of the outstanding debt amount. And "**Present/** (or make a "**Presentment – see Note 1 below**" in UCC lingo)" the Certified Promissory Note to the so-called "holder" ("pretender lender"/aka interloper) via certified mail – return receipt requested (the little green card obtained at any post office).

Rule #6 - A promissory note is money, as is similar to a check, Federal Reserve Notes (aka dollar bills), money orders, bank notes, etc. These instruments are all either promises to pay sometime in the future, or are orders for others to pay on your behalf in the future. Under public policy, all of these negotiable instruments equate to money, as is gold and silver coins. Period!

I worked with a poor single Mom who a pretender lender was threatening her with home foreclosure. I had her issue a “**qualified written request**” (QWR – under the Fair Debt Collection Practices Act (FDCPA) – Federal Law). and followed up with a “**debt validation letter**”; then followed up with a **certified promissory note**, and Wala! the \$86,000 mortgage was discharged in total... gone... history. Bing... Bang ... BOOM! End of Story! All perfectly legitimate under the UCC.

That single mom remains in her home today! She hadn't heard from that so-called pretender lender/interloper in over a year!

This administrative process works!

The moral of the story is don't get sad, or depressed about debt, get busy, get even, study (“**Cracking the Code – Third Edition**” of the UCC), and discharge that debt!

It works! Period!

Get busy, obtain and read “Cracking the Code – Third Edition” – obtained on Amazon. Your marching orders are “**DISCHARGE THAT DEBT**”.

Note 1: Presentment – presentment for acceptance. (18c) Production of an instrument to the drawee, acceptor, or maker for acceptance. This type of presentment may be made anytime before debt maturity, except that with bills payable at sight, after demand, or after sight, presentment must be made within a reasonable time.

Footnotes:

Uniform Commercial Code (“UCC”) Section 1-201. General Definitions.

(a) Unless the context otherwise requires, words or phrases defined in this section, or in the additional definitions contained in other articles of the [Uniform Commercial Code](#) that apply to particular articles or parts thereof, have the meanings stated.

(b) Subject to definitions contained in other articles of the [Uniform Commercial Code](#) that apply to particular articles or parts thereof:

(1) "Action", in the sense of a judicial proceeding, includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined.

(2) "Aggrieved party" means a [party](#) entitled to pursue a [remedy](#).

(3) "Agreement", as distinguished from "[contract](#)", means the bargain of the parties in fact, as found in their language or inferred from other circumstances, including course of performance, course of dealing, or usage of trade as provided in Section 1-303.

(4) "Bank" means a [person](#) engaged in the business of banking and includes a savings bank, savings and loan association, credit union, and trust company.

(5) "Bearer" means a [person](#) in possession of a negotiable instrument, [document of title](#), or certificated security that is payable to bearer or indorsed in blank.

(6) "Bill of lading" means a document evidencing the receipt of goods for shipment issued by a [person](#) engaged in the business of transporting or forwarding goods.

(7) "Branch" includes a separately incorporated foreign branch of a [bank](#).

(8) "Burden of establishing" a fact means the burden of persuading the trier of fact that the existence of the fact is more probable than its nonexistence.

(9) "Buyer in ordinary course of business" means a [person](#) that buys goods in [good faith](#), without knowledge that the sale violates the rights of another person in the goods, and in the ordinary course from a person, other than a pawnbroker, in the business of selling goods of that kind. A person buys goods in the ordinary course if the sale to the person comports with the usual or customary practices in the kind of business in which the seller is engaged or with the seller's own usual or customary practices. A person that sells oil, gas, or other minerals at the wellhead or Minehead is a person in the business of selling goods of that kind. A buyer in ordinary course of business may buy for cash, by exchange of other property, or on secured or unsecured credit, and may acquire goods or documents of title under a preexisting [contract](#) for sale. Only a buyer that takes possession of the goods or has a [right](#) to recover the goods from the seller under Article 2 may be a buyer in ordinary course of business. "Buyer in ordinary course of business" does not

include a person that acquires goods in a transfer in bulk or as security for or in total or partial satisfaction of a [money](#) debt.

(10) "Conspicuous", with reference to a [term](#), means so [written](#), displayed, or presented that a reasonable [person](#) against which it is to operate ought to have noticed it. Whether a term is "conspicuous" or not is a decision for the court. Conspicuous terms include the following: (A) a heading in capitals equal to or greater in size than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same or lesser size; and (B) language in the body of a [record](#) or display in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from surrounding text of the same size by symbols or other marks that call attention to the language.

(11) "Consumer" means an individual who enters into a transaction primarily for personal, family, or household purposes.

(12) "Contract", as distinguished from "[agreement](#)", means the total legal obligation that results from the parties' agreement as determined by the [Uniform Commercial Code](#) as supplemented by any other applicable laws.

(13) "Creditor" includes a general creditor, a secured creditor, a lien creditor, and any [representative](#) of creditors, including an assignee for the benefit of creditors, a trustee in bankruptcy, a receiver in equity, and an executor or administrator of an [insolvent](#) debtor's or assignor's estate.

(14) "Defendant" includes a person in the position of defendant in a counterclaim, cross-claim, or third-party claim.

(15) "Delivery", with respect to an instrument, [document of title](#), or chattel paper, means voluntary transfer of possession.

(16) "Document of title" includes [bill of lading](#), dock warrant, dock receipt, [warehouse receipt](#) or order for the [delivery](#) of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the [person](#) in possession of it is entitled to receive, hold, and dispose of the document and the goods it covers. To be a document of title, a document must purport to be issued by or addressed to a bailee and purport to cover goods in the bailee's possession which are either identified or are fungible portions of an identified mass.

(17) "Fault" means a default, breach, or wrongful act or omission.

(18) "Fungible goods" means: (A) goods of which any unit, by nature or usage of trade, is the equivalent of any other like unit; or (B) goods that by [agreement](#) are treated as equivalent.

(19) **"Genuine" means free of forgery or counterfeiting.**

(20) "Good faith," except as otherwise provided in Article 5, means honesty in fact and the observance of reasonable commercial standards of fair dealing.

(21) "Holder" means: (A) the [person](#) in possession of a negotiable instrument that is payable either to [bearer](#) or to an identified person that is the person in possession; or (B) the person in possession of a [document of title](#) if the goods are deliverable either to bearer or to the order of the person in possession.

(22) "Insolvency proceeding" includes an assignment for the benefit of creditors or other proceeding intended to liquidate or rehabilitate the estate of the [person](#) involved.

(23) "Insolvent" means: (A) having generally ceased to pay debts in the ordinary course of business other than as a result of bona fide dispute; (B) being unable to pay debts as they become due; or (C) being insolvent within the meaning of federal bankruptcy law.

(24) "Money" means a medium of exchange currently authorized or adopted by a domestic or foreign government. The [term](#) includes a monetary unit of account established by an intergovernmental [organization](#) or by [agreement](#) between two or more countries.

(25) "Organization" means a [person](#) other than an individual.

(26) "Party", as distinguished from "third party", means a [person](#) that has engaged in a transaction or made an [agreement](#) subject to the [Uniform Commercial Code](#).

(27) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity.

(28) "Present value" means the amount as of a date certain of one or more sums payable in the future, discounted to the date certain by use of either an interest rate specified by the parties if that rate is not manifestly unreasonable at the time the transaction is entered into or, if an interest rate is not so specified, a commercially reasonable rate that takes into account the facts and circumstances at the time the transaction is entered into.

(29) "Purchase" means taking by sale, lease, discount, negotiation, mortgage, pledge, lien, [security interest](#), issue or reissue, gift, or any other voluntary transaction creating an interest in property.

(30) "Purchaser" means a [person](#) that takes by [purchase](#).

(31) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

(32) "Remedy" means any remedial [right](#) to which an [aggrieved party](#) is entitled with or without resort to a tribunal.

(33) "Representative" means a [person](#) empowered to act for another, including an agent, an officer of a corporation or association, and a trustee, executor, or administrator of an estate.

(34) "Right" includes [remedy](#).

(35) "Security interest" means an interest in personal property or fixtures which secures payment or performance of an obligation. "Security interest" includes any interest of a consignor and a buyer of accounts, chattel paper, a payment intangible, or a promissory note in a transaction that is subject to Article 9. "Security interest" does not include the special property interest of a buyer of goods on identification of those goods to a [contract](#) for sale under Section [2-505](#), the [right](#) of a seller or lessor of goods under Article 2 or 2A to retain or acquire possession of the goods is not a "security interest", but a seller or lessor may also acquire a "security interest" by complying with Article 9. The retention or reservation of title by a seller of goods notwithstanding shipment or [delivery](#) to the buyer under Section 2-401 is limited in effect to a reservation of a "security interest." Whether a transaction in the form of a lease creates a "security interest" is determined pursuant to Section [1-203](#).

(36) "Send" in connection with a [writing](#), [record](#), or notice means: (A) to deposit in the mail or deliver for transmission by any other usual means of communication with postage or cost of transmission provided for and properly addressed and, in the case of an instrument, to an address specified thereon or otherwise agreed, or if there be none to any address reasonable under the circumstances; or (B) in any other way to cause to be received any record or notice within the time it would have arrived if properly sent.

(37) "Signed" includes using any symbol executed or adopted with present intention to adopt or accept a [writing](#).

(38) "State" means a State of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

(39) "Surety" includes a guarantor or other secondary obligor.

(40) "Term" means a portion of an [agreement](#) that relates to a particular matter.

(41) "Unauthorized signature" means a signature made without actual, implied, or apparent authority. The [term](#) includes a forgery.

(42) "Warehouse receipt" means a receipt issued by a [person](#) engaged in the business of storing goods for hire.

(43) "Writing" includes printing, typewriting, or any other intentional reduction to tangible form. "Written" has a corresponding meaning.

Uniform Commercial Code (“UCC”) Section 3-104. NEGOTIABLE INSTRUMENT.

(a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional [promise](#) or [order](#) to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) is payable to bearer or to [order](#) at the time it is [issued](#) or first comes into possession of a holder;

(2) is payable on demand or at a definite time; and

(3) does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the [promise](#) or [order](#) may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "Instrument" means a [negotiable instrument](#).

(c) An [order](#) that meets all of the requirements of subsection (a), except paragraph (1), and otherwise falls within the definition of "check" in subsection (f) is a [negotiable instrument](#) and a [check](#).

(d) A [promise](#) or [order](#) other than a [check](#) is not an [instrument](#) if, at the time it is [issued](#) or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

(e) An [instrument](#) is a "note" if it is a [promise](#) and is a "draft" if it is an [order](#). If an instrument falls within the definition of both "note" and "draft," a [person entitled to enforce](#) the instrument may treat it as either.

(f) "Check" means (i) a [draft](#), other than a documentary draft, payable on demand and drawn on a bank or (ii) a [cashier's check](#) or [teller's check](#). An [instrument](#) may be a [check](#) even though it is described on its face by another term, such as "money order."

(g) "Cashier's check" means a [draft](#) with respect to which the [drawer](#) and [drawee](#) are the same bank or branches of the same bank.

(h) "Teller's check" means a [draft](#) drawn by a bank (i) on another bank, or (ii) payable at or through a bank.

(i) "Traveler's check" means an [instrument](#) that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.

(j) "Certificate of deposit" means an [instrument](#) containing an acknowledgment by a bank that a sum of money has been received by the bank and a [promise](#) by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

Uniform Commercial Code (“UCC”) Section 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.

DEFINITIONS:

HOUSE JOINT RESOLUTION 192 OF JUNE 5, 1933. "Resolved by the Senate and the House of Representatives of the United States of America in Congress assembled: That (a) every provision contained in or made with respect to any obligation which purports to give the obligee the right to require payment in gold or a particular kind of coin or currency, or in an amount in money of the United States measured thereby, is declared to be against public policy, and no such provision shall be contained in or made with respect to any obligation hereafter incurred. Every obligation heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any such coin or currency, which at the time of payment is legal tender for public and private debts" **Public Law 73-10.** See Note, and Note at escrow.

Note: As a result of House Joint Resolution 192 of June 5, 1933 (HJR 192), a debt can no longer be "paid" because the only way lawful payment can be made- with gold/silver coin/currency- was made "illegal. Since the new "legal tender" consists solely of private Federal Reserve Notes (FRNs), which are private commercial scrip representing debt, transference of such scrip between users merely "discharges" the relative debt between them. No matter how much exchange of FRNs transpires between users, the debt incurred in the creation of those FRNs still exists, and interest is still owed. For the "privilege" of receiving FRNs (instead of United States Notes) in one's corporately colored TRADE NAME, one must pay a fine, as the surety of the TRADE NAME, called income tax, out of the supply of FRNs at one's disposal, to the owners of the FRNs, the

Federal Reserve Bank (FRB). The more FRNs one acquires- .e. the more liability one accumulates -the more one is fined. Internal Revenue Service, unregistered foreign collection agency, private accountancy firm, and intelligence-gathering unit of the FRB, collects the fines.

PROMISSORY NOTE. "Promissory Note" means an instrument that evidences a promise to pay a monetary obligation, does not evidence an order to pay, and does not contain an acknowledgment by a bank that the bank has received for deposit a sum of money or funds. UCC 9-102(a)(65).

A note; a kind of negotiable instrument wherein the maker agrees (promises) to pay a sum certain at a definite time. Barron's 3rd. See Note. See **Uniform Commercial Code (UCC) Section 3-104 paragraph (e)**.

.....What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrowers' transaction accounts . . ." **Modern Money Mechanics**, page 6, Federal Reserve Bank of Chicago, 1992.

Note: "**Promissory note**" is synonymous with "note." The last section of the first definition above tacitly acknowledges that a "**borrower's**" promissory note constitutes funds/money. Banks do not loan substance. Per banking regulations and "**generally accepted accounting principles**" banks are forbidden from loaning the bank's assets and likewise the assets of the bank's depositors. As confirmed in the above excerpt from **Modern Money Mechanics**, the signed promissory note constitutes the sole source of the funds that are "loaned" for the benefit of the "borrower." No substance is loaned. The so-called "transaction account" referenced in the above excerpt from **Modern Money Mechanics** goes on the bank's books exactly as a demand deposit (checking, savings, passbook, time) account would. The "borrower"/customer is actually the lender and creditor of the bank; the bank is actually the borrower and debtor of the customer. The bank issues a "pretend loan" which is actually the borrower's/depositor's own funds taken from the "transaction account" created upon the "borrower's"/customer's execution of the promissory note and the bank's subsequent "deposit" of the promissory note (the "money") into the account. See House Joint Resolution 192 of June 5, 1933.