

"Foreclosure Rally"

This Article is a report on the "Foreclosure Rally" that took place near the Philadelphia, Corporation attended by, and reported by **Taj Tarik Bey**. It is **an excellent study tool** and contains useful information for your inner standing / over-standing of the Mortgage Myth. (10 pages 8.5 x 11)

There was a Rally held on March 24th in the Philadelphia Territory, to **Stop a Sheriff's Sale!** scheduled for the 5th of April. I was invited to attend, wherein I offered my assistance as follows in this document, which includes information and questions for your review and consideration in an effort to help you better understand the Mortgage Myth. This information is for your review, study and utilization. At the end of this document, you will find a '**Reconveyance Letter**' (Word Format) that you may utilize after you have submitted the questions contained in this document via a 'Writ In The Nature Of Discovery', or if you have already submitted a Writ In The Nature Of Discovery. This basically submits your (the peoples') lawful, judicial (and final) position regarding the matter, as you are the enforcer of the law, and must enforce the law when others encroach upon your Rights. When we know better, we do better.

A RALLY is a rapid reunion directed for a concentrated effort by an Army, a Group, a Coalition, or a Body Politic, etc., after repulse, or being thrown into confusion, misconception, or disorganization!

This RALLY is the result of plans to **STOP THE SHERIFF'S SALE** of over **2,000 properties, scheduled to be sold at AUCTION**, etc. on **APRIL 5th 2011**. Among the Sheriff's duties is the authority to execute 'WRITS' according to the LAW! In this instance, the SHERIFF is enforcing the Judicial Jurisdiction and Authority to execute, to carry out, and to discharge 'WRITS OF EXECUTION' and 'FORECLOSURES'. The AUCTION and SALE is to be held on behalf of the Corporate City of Philadelphia; and in cooperation with other Banks, Corporate Persons, and Loan Entities (un-named) at this time.

The Home and Property Owners have honorably sought RELIEF and a STAY from the SHERIFF'S 'WRITS OF EXECUTION' by way of the following, because it is the duty of the Sheriff to protect the people and their interest, rights and property, not the corporations, which means he is REALLY a police (policy and code enforcer) disguised as a Sheriff.

It is NOT the duty of the police to protect you. Their job is to protect THE CORPORATION and arrest code breakers.

(SAPP vs. Tallahassee, 348 So. 2nd. 363, Reiff vs. City of Phila. 477 F. 1262, Lynch vs. NC Dept. of Justice 376 S.E. 2nd. 247)

a). The people were stressfully awaiting (decisions made by others) to conditionally apply for access to \$105 Million that has been approved to help

pay the mortgages of the unemployed and the ill or impaired homeowners facing foreclosures in Pennsylvania Commonwealth.

b). HUD is still preparing guidelines for the “Emergency Homeowners Loan Program” (EHLPP) which was passed by the Congress for the United States, and scheduled to start October 1, 2010.

c). The Property Owners are hoping that some sympathetic ‘*Public Servant*’ or that an ‘*Article III Judge*’ will act to grant a STAY or *Injunction*, stopping the ‘*Writs of Execution*’ planned to be enforced by the so-called Sheriff; thus stopping the scheduled Auction Sale of April 5th, 2011.

Reality and Fact: If the Homeowners, who are subjects of the ‘WRITS OF EXECUTION’ enforcements by the so-called SHERIFF, are to ever get Justice and REMEDY, they should, and must, at the least, answer the following case-relevant questions. FACTS about the following amenable QUESTIONS must be known, ANSWERED, and DISCLOSED! The Homeowner(s), Borrower(s), and Property Owners should answer the questions with honesty, integrity, surety, and confidence.

LEGAL NOTICE: Remember that in matters of Agreement(s), Contract(s) or Fiduciary Obligation(s), Rules of Law govern all issues in controversy. This is of special interest in matters of legal dispute; in questions of Ownership Claims; in issues about Rights of Property; and especially in questions involving *valid* or *invalid* Contract(s)! The same principles apply to solemn Oaths, Trustee Obligations, and matters involving the ‘Fiduciary Duties’ of ‘Public Officials’ and ‘Public Servants!’ These principles apply in *all Mortgage* and *Loan* cases!

If you (*the Property-owners*) do not exercise your ‘*Secured Rights*’ to ‘*Discovery and Disclosure*’, be aware that some less-than-honorable persons are bound to *abuse* or *steal* your Rights (through profitable corporate entities) and thus, *steal* your private properties! MORTGAGES and LOANS are governed by CONTRACT LAWS. It is the responsibility of the contracting Parties to measure and to adjudge these INSTRUMENTS by the RULES that govern CONTRACTS! These equitable law principles supercede the present *Claims* or *Actions* related to the FORECLOSURES, WRITS OF EXECUTION or AUCTION SALES! Pertinent *legal* and *lawful* questions now stand unresolved as to whether or not ‘*Contract Law Principles*’ have been applied, upheld, reviewed and / or satisfied, before commencement of the threatening ACTIONS!

Address this and any relative *loan controversies* by answering the following Questions for your own Records. Act to secure your Rights to ‘*Due Processes*’ in the *Foreclosure* and ‘*Writs of Execution*’ controversies. Act with due diligence to acknowledge and Secure your Rights; and to Secure the Rights of your Families to Ownership of Private Property (your homes).

Questions for Discovery, Disclosure, and Remedies

1. What are some the Instruments, Documents or Articles of Evidence *lawfully needed and necessary* for the Banks, the Loan Officers, the Debt Collectors, or for the *sponsoring* Corporate City of Philadelphia, to enter into 'Evidence' before *competent* judicial Court(s) 'Moved' to sanction the 'Writs of Execution' or any other *Actions* used to seize or to claim confiscation - ownership of the Homeowner(s) private properties? Are you aware of the existence of such *requisite* Instruments? Were you given certified copies of any of these Instruments *before* the *Action(s)* were commenced? Did you, the Homeowner(s) or Borrower(s) publicize a *claim* for your *undisclosed Estate(s)* or (*Trusts*) or were you given the opportunity to *Discharge* the *alleged* Debts? Did proper sanctioning Courts and the Sheriff rightly examine and investigate the following (*for the Record*) as *required by due process*?

a.) Submission of *Original Promissory Note(s)* (front and back). _____.

b.) Submission of every *Allonge* (front and back). _____.

c.) Shown to the Court(s) *evidentiary proof* of the true *Holder(s)* and filed Documented *proof* of Authority for someone to 'Represent' or to 'Act' for the *lawfully - verified and reachable* Holder(s). _____.

Yes _____ No _____ I Don't Know _____.

2. The word, *Mortgage* means, 'Dead Pledge'! Affirm for the record what is 'dead' about a *Mortgage* and 'who' is the *Pledge*?

I Knew The Meaning of A Mortgage._____. I Did Not Know. _____.

The _____ is 'Dead'. _____is the 'Pledge'.
I Do Not Know Who The *Pledge* Is. _____.

3. Name the *Person* or *Party* that issued the MORTGAGE, and is that Party *lawfully documented and identified* as the present HOLDER(s) of the alleged LOAN or PROMISSORY NOTE?

The Verified Holder is:_____
I Don't Know _____.

4. Did the Bank Representative, Loan Officer or PARTY issuing the LOAN, sell the MORTGAGE / LOAN to another PARTY? If so, how soon after, were the MORTGAGE / LOAN sold after their initial issue? Were you, the Borrower, informed of a sale?

Yes _____ No _____.

5. How much MONEY (*Specie*) did the Bank Representative(s) or Loan Officer(s) place in the hand of the alleged Borrower? Did a physical transaction of any MONEY (specie) from the Lender to the Borrower ever take place during the commencement or execution of the MORTGAGE agreement contract?

Yes _____. No _____.

How Much Money (*Specie*) Was Given? _____.

6. Did the Bank Representative(s) or Loan Officer(s) give the alleged Borrower any tangible thing at all, other than to give to the alleged borrower a copy of the *Promissory Note Contract*?

Yes _____. No _____.

7. Did the Bank Representative(s) or Loan Officer(s) sign the MORTGAGE CONTRACT (*with a wet-ink signature*) at the time of the execution of the Loan Contract, to seal the deal with the alleged Borrower?

Yes _____. No _____.

8. Did the Bank Representative(s) or Loan Officer(s) inform the Borrower that he or she (the Lender) was planning to, or that he or she (the Lender) was authorized by the Borrower(s), to open up or to establish a *TRUST ACCOUNT* in the Borrower's name(s)?

Yes _____. No _____.

9. Did the Bank Representative(s) or Loan Officer(s) give you (the Borrower), the original or a certified copy of the DEED OF TRUST?

Yes _____. No _____.

10. Did the Bank Representative(s) or Loan Officer(s) (*at any time during the construction of the Mortgage or Agreement*) say that you, the Borrower, *bequeaths* or *donates* your home or property as a GIFT (*de donis*) to the Bank Representative(s) or Loan Officer(s)? Was the subject of the home or property (as a *gift* to them) ever discussed?

Yes _____. No _____.

11. Did you, the alleged Borrower(s), receive any MONEY (specie) derived from any benefits generated by the 'DEED OF TRUST' or by any other Agreement(s) from the Bank Representative(s) or Loan Officer(s)?

Yes _____. No _____.

12. Did the Bank Representative(s) or Loan Officer(s) receive any MONEY or BENEFITS from, or have access to money derived from, the DEEDS OF TRUST and informing the Borrower(s), of such transactions?

Yes _____. No _____. I Don't Know _____.

13. Did the Bank Representative(s) or Loan Officer(s) inform you, the Homeowner(s), about the type of TRUST that was created in your name(s)? Is it a Cestui Que Trust?

Yes _____. No _____. I Don't Know _____.

Is it a Cestui Que Use Trust? Yes _____. No _____. I Don't Know _____.

Is it a Cestui Que Vie Trust? Yes _____. No _____. I Don't Know _____.

14. Did the Bank Representative(s) or Loan Officer(s) at any time, make any verbal or written TRUST REPORTS to you, the alleged Borrower(s)? Did the Trustee(s) mention 'Reconveyance' to you?

Yes _____. No _____.

15. Are the Bank Representative(s) or Loan Officer(s) the proven and legitimate HOLDERS of the MORTGAGES, or are they acting with deceit and *Arbitrary* when, in fact, they are not the true HOLDERS? Are they seeking to opportunistically Claim private properties under some undisclosed 'Rules of ABANDONMENT' of the Deeds of Trust, of which the Borrowers were not informed?

Yes _____. No _____. I Don't Know _____.

16. Did verified, competent Courts and the Sheriff examine and investigate the Instruments entered into the PUBLIC RECORD by the Bank Representative(s) or Loan Officer(s) before initiating or *moving* to grant FORECLOSURE Orders and WRITS OF EXECUTION? Were the Homeowners informed by the *Trustee(s)* or *Feoffer(s)* prior to the Foreclosure Actions, or about the *Trustee's* plan to sell the *Deeds of Trust*?

Yes _____. No _____. I Don't Know _____.

17. Are there any other unidentified Assigns, Parties, Trustees, Feoffers, Trusts, or associated Instruments, about whom or which the Homeowner(s) or property owner(s) should be informed by *Disclosure*?

Yes _____. No _____. I Don't Know _____.

18. Do the Homeowners, whose names were placed on undisclosed TRUSTS by the Bank Representative(s) or Loan Officer(s), have access to, or have Beneficiary Rights of Emoluments or Possession to, the *profits* generated by the Deeds of Trust?

Yes _____. No _____. I Don't Know _____.

19. Do you, or did you, the Homeowner or property owner, plan or intend to ABANDON your *Home or Private Property* or to *sell* the Deed of Trust?

Yes _____. No _____.

20. Did the Bank Representative(s) or Loan Officer(s) threaten, coerce, pressure, or by some other manner or influence, tell, or encourage you, (the Homeowner) to ABANDON your Home, Private Property, or Deed of Trust?

Yes _____. No _____.

21. Was the Sheriff paid or compensated in any undisclosed form by the Banks or Loan Officers to enforce the WRITS OF EXECUTION against Homeowners or property owners?

Yes _____. No _____. I Don't Know _____.

22. Have the Homeowners or any other Representative(s) acting on their behalf, assured that these primal matters are in proper order, and that the same have been '*Disclosed*' to the Homeowners and property owners? Have all *due processes of law* been affirmatively followed by the Courts and the Sheriff, and posted for the 'Public Record' before any Foreclosure Actions were sanctioned?

Yes _____. No _____. I Don't Know _____.

Additional Notices: If the Above (PDF) "Writ In the Nature of Discovery Questions" are not certifiably and affirmatively understood, answered and documented 'For the Record', then the Homeowners, property owners, and the 'Coalition' participants have much more active studies, demands, and *Discovery* - demand work to do! Get busy before any other ill-informed ralliers or **RALLIES are held in vain**; or before any other untenable SHERIFF'S SALES take place!!! The threatened sales of natural peoples' private properties were, are, and have been posted in the public newspapers and public records! When any government official or Public Servant uses authority **to rule against, or to make judgements or decrees against the natural people** or citizens, which terminate in the injury, loss of property, loss of liberties, or the interruption, confiscation, or restriction of any substantive right, such Public Servant(s) must also post in those same publications and instances, the verifiable and documented "Delegation of Authority Order" (D.O.A.O.) of the Officer(s) exercising such powers.

A Mayor is the Chief Executive and Administrative Officer of a county / company; holding this seat of Office by virtue of being chosen by popular ELECTION by the Board Members of said County / Company. position is Lawful and his principal duties are to *aid* the Criminal Courts and Civil Courts of **Record**. The Sheriff is the chief conservator of the Peace within his or her territorial jurisdiction regarding matters between NATURAL PEOPLE, having nothing to do with Counties / Companies. A Sheriff is a Lawful Title under American Law. A Sheriff is NOT a corporate officer or member and does NOT deal with English policies and procedures. This delegated authority also includes the Deputy Sheriff and cannot be held by foreigners, especially lineal descendants of Slaves / Slavics, which is the true character of the modern europeans mis-classified as as "white people". The word Slave is the english derivative of the word Slavic. As mentioned earlier, if a Sheriff is executing policies and procedures, he is disguising the fact that he is REALLY a policy enforcer. **Again Refer To:**

It is **NOT** the duty of the **police** to protect you. Their job is to protect **THE CORPORATION** and arrest **code breakers**.

(SAPP vs. Tallahassee, 348 So. 2nd. 363, Reiff vs. City of Phila. 477 F. 1262, Lynch vs. NC Dept. of Justice 376 S.E. 2nd. 247)

Many naïve Homeowners property owners are targets for massive wealth transfers! Self - responsibility commands that they are charged with the Civic Duties to initiate those rightful activities necessary to 'SAVE' their Homes and Private Property! Some of the alleged (assisting) people that the Homeowners may be trusting upon and depending upon for '*remedies*' may **already be compromised** by the Representatives, Lenders, foreign Corporations, Impostors, or their Assigns.

Many exploitative people and Corporations are, by a '*Color-of-Authority*' and a '*Color-of-Law*', profiting from '*rubber-stamped*' Dispensations, Claims and Foreclosures. Prima facie '*Color-of-Process*' feigns to grant them the non-delegated judicial power to act, and thus, to '*colorably*' take possession of your Homes, Private Properties, and to profit from claiming *undisclosed* Deeds of Trust!

Color Of Authority: That semblance or presumption of authority sustaining the acts of a public officer which is derived from his apparent title to the office of from a writ or other process in his hands apparently valid and regular. *State v. Oates, 86 Wis. 634, 57 N.W. 296, 39 Am.St.Rep. 912.*

Recourse, Remedies, and other Pertinent Information
Article VI of the Constitution for the United States Republic

Obligations of Government:
National Supremacy, Oaths of Office; and Treaties.

Article VI: All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.

The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.



“An unconstitutional statute has been held to confer no authority on, and to afford no protection to, an officer acting thereunder.” Also, “Officers cannot be punished for refusing to obey unconstitutional statute.” (CJS 16, sec. 101, p. 479) “Such laws are in legal contemplation, as inoperative as though they had never been passed, or as if the enactment had never been written, and are regarded as invalid or void from the date of enactment, and not only from the date on which it is judicially declared unconstitutional. Such a law generally binds no one, confers no rights, affords No Protections, and imposes no duties, and compliance therewith is unnecessary.” (CJS 16, p. 469).

The following United States Codes of Law are some of the *remedies* and *recourse* that can be, and should be, used and applied by any natural person or citizen who suffers a ‘*color-of-law*’ action or ‘*color-of-process*’ action initiated by any public official, employee, or agent contractor, or any other colluding person(s). Other Sections of the United States Codes includes *recourse* and *remedies* for acts of Arbitrary; Extortion; Fraud; Racketeering; Human Trafficking; Misprision; Peonage; etc.

United States Code: Title 18 > PART 1 > Chapter 41 § 872.
Extortion by Officers or Employees of the United States

Whoever, being an officer, or employee of the United States or any department or agency thereof, or representing himself to be or assuming to act as such, under color or pretense of office or employment, commits or attempts an act of extortion, shall be fined under this title or imprisoned not more than three years, or both; but if the amount so extorted or demanded does not exceed \$1,000, he shall be fined under this title or imprisoned not more than one year, or both.

**United States Code: Title 18 > PART 1 > Chapter 41 § 876.
Mailing Threatening Communications:**

(a) Whoever knowingly deposits in any post office or authorized depository for mail matter, to be sent or delivered by the Postal Service or knowingly causes to be delivered by the Postal Service according to the direction thereon, any communication, with or without a name or designating mark subscribed thereto, addressed to any other person, and containing any demand or request for ransom or reward for the release of any kidnapped person, shall be fined under this title or imprisoned not more than twenty years, or both.

(b) Whoever, with intent to extort from any person any money or other thing of value, so deposits, or causes to be delivered, as aforesaid, any communication containing any threat to kidnap any person or any threat to injure the person of the addressee or of another, shall be fined under this title or imprisoned not more than twenty years, or both.

(c) Whoever knowingly so deposits or causes to be delivered as aforesaid, any communication with or without a name or designating mark subscribed thereto, addressed to any other person and containing any threat to kidnap any person or any threat to injure the person of the addressee or of another, shall be fined under this title or imprisoned not more than five years, or both. If such a communication is addressed to a United States judge, a Federal law enforcement officer, or an official who is covered by Title 18 > Section [1114](#), the individual shall be fined under this title, imprisoned not more than 10 years, or both.

(d) Whoever, with intent to extort from any person any money or other thing of value, knowingly so deposits or causes to be delivered, as aforesaid, any communication, with or without a name or designating mark subscribed thereto, addressed to any other person and containing any threat to injure the property or reputation of the addressee or of another, or the reputation of a deceased person, or any threat to accuse the addressee or any other person of a crime, shall be fined under this title or imprisoned not more than two years, or both. If such a communication is addressed to a United States judge, a Federal law enforcement officer, or an official who is covered by United States Code: Title 18 > PART 1 > Chapter 41 Section [1114](#), the individual shall be fined under this title, imprisoned not more than 10 years, or both.

IMPORTANT NOTICE:

**IF YOU DON'T KNOW YOUR RIGHTS, AND DON'T
EXERCISE YOUR RIGHTS, YOU ARE SUBJECT TO
SUFFER THE CONSEQUENCES OF ONE WHO HAS NO RIGHTS!!!**

There are additional, pertinent legal and lawful questions that can be, and should be asked; but the foregoing should suffice to bring about some (otherwise waived) REMEDIES to the Homeowners and property owners. Enter the case related information acquired by demanding '*Discovery and Disclosure*' and use it as *Evidence* and or *Rebuttal* against the unfounded or improperly

processed Claims. Place the same into the Records of the Cases in controversy! Review this and related information from the rational perspective of what you, the Homeowners, can do for yourselves! Discipline and apply yourselves to studies in the civic, social and economic matters that affect you every day! Emotions will not save your homes or property! Try standing for your rights, and for justice and honor in Contracts!

Always Work For Peace and Justice!

Ancillary Compliments: 'Moors Order Of The Roundtable' – Civic and Social Duties Supporting Right – Law Government. Moors: The True Aboriginal Natural Peoples of the Land – Northwest Amexem / Northwest Africa / North America.

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