

Jennifer Leung
c/o 6119 NE 104th Court
Vancouver, Washington-exempt

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COURT OF APPEALS
DIVISION II
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STATE OF WASHINGTON
BY 
DEPUTY

In The State Appellate Court of the Republic/State of Washington
DIVISION II

Jennifer Leung, etc. al v. 6119 NE 104th Court, Vancouver, WA, et al;; APN # 107029056, et al; ORCHARDS CENTER Lot 19, et al; DEED OF TRUST # 4258493 DT, et al;	CASE NO. <u>51102 – 9 – II</u> <u>Clark County, No. 17-2-01574-5</u> APPEAL BRIEF and APPELLANT OBJECTION TO THE CLERK’S RECORD A SHOWING OF CLAUSE WRITTEN RESPONSE
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APPELLATE BRIEF to be liberally construed:

I. INTRODUCTION OF EVIDENTIARY WITNESSES

An Affidavit: “

1. **Every Matter** brought before the court must be supported by evidence i.e. **WITNESS TESTIMONY**, that testimony must be reliable, and directly associated with the subject matter.¹
2. The use of **case-law** is the courts and its officer’s way of using **witness testimony** to support their claims, this fundamental principle comes from Scripture.¹
3. The Supreme Court of the United States recognizes the use of Scripture, the Declaration of Independence acknowledges the same.^{2,3} “... **that all MEN ARE CREATED equal, that they are endowed by their CREATOR** with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.”
4. The founding fathers of the original legislature for the United States saw fit to incorporate the fact that **men are created**,^{1,3} for they were wholly aware of the fact that God is the sole author and entitlement holder to the phrase “**the creator of man**”.¹
5. However, in this instance he declared that **he created man and woman, and he gave them the trusted** responsibility of controlling the earth, it’s an inheritance.¹

II. Plain Meaning Based on Language, Statutory Scheme, and Related Statutes:

6. In this Brief We examine the language of the text, word, phrase, or provision as well as the amendments (i.e. **historical development**) of the statute in which the provision at issue is found. The courts must look at the relationship of the statute with other related statutes or other provisions of the same act in which the provision is found, to determine whether a plain

meaning can be ascertained. (e.g. Arizona, California, Connecticut, Utah, Washington, Wisconsin). This approach uses both **intrinsic** and limited **extrinsic** aids in the plain meaning analysis. The courts use the typical intrinsic aids such as **internal structure of the text; the context of the statute or statutory scheme; the historical development of the language of the statute or provision; and dictionaries and legislative drafting manuals.**

7. What was the intention of the legislature when it stated that: "***The ownership of all property is in the state...***"? ⁴
8. Or what was the intention of the legislature when they stated that: "***Under the new law [March 9, 1933 Act] the money is issued to the banks in return for government obligations ... The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes, and other property of all the people of the nation.***" ⁵
9. Or when the United States Treasury Department said: "**Federal Reserve notes are not redeemable ... and receive no backing by anything This has been the case since 1933. The notes have no value for themselves...**" ⁶
10. We have the answer, what was Congress saying? They told us in their own words while they were creating the statute, **TAKE SPECIAL JUDICIAL** notice of the following:

[Mr. McPhadin] "... The first section of the bill, as I grasped it, is practically **the war powers** that were given back in 1917. I would like to ask the chairman of the committee if this is a plan to change the holding of the security back of the Federal Reserve notes to the Treasury of the United States rather than the Federal Reserve agent."

[Mr. Stiggle] "This provision is for the issuance of **Federal Reserve bank notes**; and **not for Federal Reserve notes**; and the security back of it is the obligations, notes, drafts, bills of exchange, bank acceptances, outlined in the section to which the gentleman has referred."

[McPhadin] "Then **the new circulation** is to be **Federal Reserve bank notes** and **not Federal Reserve notes**. Is that true?"

[Stiggle] "Insofar as the provisions of this section are concerned, **yes.**"

[Mr. Britain] **From my observations of the bill as it was read to the House, it would appear that the amount of bank notes** that might be issued by the Federal Reserve System is not limited. **That will depend entirely upon the amount of collateral that is presented from time to time from exchange for bank notes.** Is that not correct?"

[McPhadin] "Yes, I think that is correct." ⁷

III. Putting the pieces together coming to a consensus:

11. Congressional intent is very important when we consider the facts surrounding this instant matter, because the court has decided to throw the burden upon myself to prove my standing in this matter, I accept that burden and I introduced the congressional record as my witnesses along with foundational Scripture.
12. Congress made it clear what its intent was when it said that the money they issued, which was supposed to be **Federal Reserve notes, to be utilized by the Federal Reserve Bank and their member banks for internal purposes,**⁸ they were to be exchanged at the Treasury Department for lawful money. But as noted above the Treasury Department on its official United States government website⁶ has documented, that Federal Reserve notes have no value and are not redeemable, so they do not provide a remedy for the public at large.
13. I am entitled to equitable affirmative relief and equitable remedy I have been denied this and I hereby petition this court for not only an equitable remedy but affirmative equitable relief as I have the right to.
14. However, the key point to note in statute is this phrase "**GOVERNMENT OBLIGATIONS**", the question is according to Congress, what was their legislative intent as to what government obligations are?

18 U.S. Code § 8 - Obligation or other security of the United States defined

The term "obligation or other security of the United States" includes all bonds, certificates of indebtedness, national bank currency, Federal Reserve notes, Federal Reserve bank notes, coupons, United States notes, Treasury notes, gold certificates, silver certificates, fractional notes, certificates of deposit, bills, checks, or drafts for money, drawn by or upon authorized officers of the United States, stamps and other representatives of value, of whatever denomination, issued under any Act of Congress, and canceled United States stamps.

(June 25, 1948, ch. 645, 62 Stat. 685.)

15. Back in 1933 during the enactment of **THE EMERGENCY ECONOMIC BANKRUPTCY RELIEF ACT OF MARCH 9, 1933** Congress made it clear what was to be construed as **Government Obligations:**
*"Under the new law the money is issued to the banks (Federal Reserve notes) in return for government obligations ... IT WILL REPRESENT A MORTGAGE ON ALL THE HOMES, and other property of all the people of the nation."*⁵
16. That's interesting, because the truth in lending act required this information to be brought to my attention, it was not. I have just now learned of this scheme and per the principles of statute limitations not commencing to run until one becomes aware, I state the following: That I had the right to know that there were two mortgages on my property, one by the United States government and a secondary mortgage by a member of the Federal Reserve, I was not informed,

this is a violation of my right to be informed, and my right to contract. Which means all of the associated contracts with my property and that is to include my estate are void.

17. According to the Constitution:

"No person shall be ... deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public ["Under the new law ... *government obligations* ... **WILL REPRESENT A MORTGAGE ON ALL THE HOMES, and other property of all the people of the nation."⁵ making it public property taken for public use as the government property is always to be construed as public property for public use not for private] use, **without just compensation.**"⁹**

18. Yet according to the Declaration of Independence, the intentions of the founding fathers was that government was put in place to represent the general public,³ **and according to Cambridge law school all government is a corporation,¹⁰ and according to the law corporations cannot own property, as all property acquired by the government is said to be public property, and the government is a corporate body of a group of people and that group of people represents the entire nation I.E. not an individual.**¹¹ Since "Leading founders considered this new government **A LITERAL CHARTERED CORPORATION OF THE PEOPLE**", that means that government must hold property in trust, **A PUBLIC TRUST!**¹⁰

19. Are we still under a **NATIONAL EMERGENCY**? Were **ALL PROPERTY IS HELD IN TRUST/MORTGAGED**? Let's let Congress explain:

"Since March 9, 1933, the United States has been in a state of declared national emergency." [That means the court must recognize the status of this act still being applicable even in this instance]"These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process."

"To terminate certain authorities with respect to national emergencies still in effect, and to provide for orderly implementation and termination of future national emergencies."

502(a):

"The provisions of this Act shall not apply to the following provisions of law, the powers and authorities conferred thereby, and actions taken thereunder: (1) Section 5(b) of the Act of October 6, 1917, as amended (12 U.S.C. 95b; 50 U.S.C. App. 5(b);"¹¹

IV. I HEREBY CHALLENGE THE STATUTE AND THESE PROCEEDINGS AS UNCONSTITUTIONAL

20. It is to be noted that if: *"These hundreds of statutes delegate to the President extraordinary powers exercised by Congress ... This vast range of powers ... confer enough authority to rule this country without ... constitutional process."*¹¹
21. *"These hundreds of statutes delegate to the President extraordinary Congressional powers" is a violation of the separation of powers clause. That clause prohibits one branch of the government from giving its power and/or authority delegated to it under the Constitution to any other branch of government. Because Congress was acting in general assembly under its authority invested to it by the Constitution, they were barred from giving their power and/or authority to the executive branch and vice versa.*¹²
22. This court is operating under *"These hundreds of statutes delegate to the President extraordinary powers exercised by Congress"* or and the statutory provisions associated thereby, which make these proceedings unconstitutional and I hereby challenge this courts and the statute's jurisdiction as unconstitutional.
23. *"This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process."*¹¹ Congress cannot confer its authority to any other branch of government, this is a violation of the separation of powers clause and I hereby challenge this statute as unconstitutional and all of the other provisions associated thereto or generated and the Jurisdictional authority derived as a result thereof as unconstitutional.¹²
24. The Constitution contains no provision explicitly declaring that the powers of the three branches of the federal government shall be separated. **James Madison, in his original draft of what would become the Bill of Rights, included a proposed amendment that would make the separation of powers explicit, but his proposal was rejected, largely because his fellow members of Congress thought the separation of powers principle to be implicit in the structure of government under the Constitution. Madison's proposed amendment, they concluded, would be a redundancy. [This clearly documents that it was the congressional intent that there is a separation of powers and to explicitly state it with implicitly is unnecessary due to the original legislative Language and intent].**
25. The first article of the Constitution says "**ALL legislative powers...shall be vested in a Congress** [not in the executive branch]." The second article vests "**the executive power...in a President** [not in the congressional/legislative or judicial branch nor in the capacity of the military commander-in-chief]." The third article places the "**judicial power of the United States in one Supreme Court**" and "in such inferior Courts as the Congress...may establish. [Not in legislative venues, the executive branch i.e. administrative branch of government]"

26. Separation of powers serves several goals. Separation prevents concentration of power (seen as the root of tyranny) and provides each branch with weapons to fight off encroachment by the other two branches. As James Madison argued in the Federalist Papers (No. 51), "Ambition must be made to counteract ambition." Clearly, our system of separated powers is not designed to maximize efficiency; it is designed to maximize freedom.
27. It is somewhat understood that when the president brought forth proclamations **2038, 2039, 2040** and Congress enacted **THE MARCH 9, 1933 ACT** that that created a two thirds majority, giving the courts no voice with the exception that the people would challenge these as unconstitutional. The reasoning of this being is that the Supreme Court lacked the ability to say it was unconstitutional when it was out rule by two thirds of the governmental powers, and thus it would take I challenge from a different body or from the people, I bring such a challenge here and now!¹³

V. CAPACITIES Showing of Clause:

28. A **legal person** (in legal contexts often simply **person**, less ambiguously **legal entity**) is any human or non-human entity, in other words, any human being, firm, or government agency that is recognized as having legal rights and obligations, such as having the ability to enter into contracts, to sue, and to be sued.
29. The term "legal person" is however ambiguous because it is also used in contradistinction to "natural person", i.e. as a synonym of terms used to refer only to non-human legal entities. So there are of two kinds of legal entities, human and non-human: *natural persons* (also called *physical persons*) and *juridical persons* (also called *juridic, juristic, artificial, legal, or fictitious persons*, Latin: persona ficta), which are other entities (such as corporations) that are treated in law as if they were persons.¹⁴
30. While human beings acquire legal personhood when they are born, juridical persons do so when they are incorporated in accordance with law.
31. **Legal personhood** is a prerequisite to legal capacity, the ability of any legal person to amend (enter into, transfer, etc.) rights and obligations.
32. In international law, consequently, legal personality is a prerequisite for an international organization to be able to sign international treaties in its own name.
33. The court through his judicial officer has stated on the record that it does not recognize the difference between a:
- A. Natural Person
 - B. Legal Person
 - C. Artificial Person
 - D. JURIDICAL Person

- E. Living Person
- F. A Human Being
- G. A Corporation
- H. An Instrumentality
- I. An Individual
- J. A Non-Individual
- K. **A PHYSICAL PERSON**
- L. Etc. Al

34. The Problem Is the **CLERK'S STYLE MANUAL** recognize these distinctions, in **fact** the clerk of the court is **prohibited from rendering the name of any party in any other format than all capitalized letterings** [with the exception of numbers, symbols or other specialized characters] **the Legal Person and capacity**. And it is because of these distinctions that I say that I have the right to present myself before the court in my **LIVING PHYSICAL PERSON CAPACITY**.

35. As a Result of the **March 9, 1933 Act** and subsequent amendments and associate acts/statutes an agency was created with a name similar to mine, and the courts have held that in court matters the person with a name similar to the name called is assumed and or presumed to be that person unless otherwise rebutted.

36. This is known as the theory of **NAMESAKE**:

- a. **Namesake** is a term used to characterize a person, place, thing, quality, action, state, or idea that has the same, or a similar, name to another - especially (but not exclusively) if the person or thing is actually named after, rather than merely sharing the name of another.
- b. For example, if a person, place, or thing has the same name as another - especially if they are named after another person, place, or thing, then the name target is said to be the namesake of the name source. The earliest use reported in the Oxford English Dictionary was in 1635. Dictionaries suggest that the word probably comes from "name's sake", "for one's name(s) sake", for "name sake".
- c. There has been some discrepancy as to whether the name source or the name target takes the term namesake. According to the American Heritage Dictionary, a namesake is a person or thing named after another. In other words, the name target takes the term namesake...

37. I presented before this court my namesake, an agency, an instrumentality, an entity, for which I stand here with **The Power of Attorney GENERAL IN FACT**, not durable Nor specific but general, to handle any and all matters associated with that entity, **This Would Include Bankruptcy**. Having resigned as registered agent I remain Atty. Gen. in fact for that entity.

38. Strictly speaking I possess the original name the court possesses the namesake, the name in the court's caption is a namesake, it does not represent me in my physical living sentient being capacity but it represents the namesake, the court clearly understands this "**because ignorance of the law is no excuse**"!

VI. The Charging of Fees and Refusal to Recognize My Right of Access¹⁶:

39. In order to access the court I was charged a fee, I have been subjected to double jeopardy which makes the court fees unconstitutional and any statute associated with the court charging a fee for its services unconstitutional, here's an explanation as to why:
40. State taxes and federal taxes are directly associated with the court operating expenses which includes filing fees, employment salaries, and supplies. For the court to charge an additional fee for the same services already compensated by the paying of taxes constitute a violation of the Constitution prohibition against subjecting anyone to double jeopardy.
41. The court's fees are a means of extortion and a violation of federal law. Because normal banking activities have been suspended due to **THE CURRENT BANKING HOLIDAY**, the court is prohibited by law from charging any fees claiming that it is somehow an obligation, since the government has assumed all obligations on behalf of the people.^[1-13] Ergo I must hereby challenge the statute permitting the court to charge any additional fees for services that taxes have already been allocated and received for the fiscal year to compensate the court for such services.
42. According to the court a non-individual does not have the right to seek a fee waiver, I object! Of course a non-individual entity, a namesake, the party identified in the caption has every right to seek a fee waiver when the fees have already been collected in taxes. If the fees of already been collected there is no obligation to pay a fee again within the body of the same matter, is there? In addition I was filing on behalf of the entity, for it was the clerk of the court who changed the capacity from the physical person to the legal person, ergo my application for fee waiver was not for the legal person it was for my| natural person, which means I am entitled to the waiver of fees since my filing becomes an obligation of the United States as a result of the March 9, 1933 act.¹⁻¹³
43. The court has documented on record that it does not recognize the filings on behalf of the non-individual, the entity, the estate, the agency, the instrumentality when in fact one of the courts acknowledged in the United States commonly known as the United States Bankruptcy Court has filings for both the non-individual and the individual does it not?
44. The court would have one believe that a non-individual may only be represented by a licensed attorney, when in the United States it has been **held by the Supreme Court that there can never be anything known as a license to practice law attorney**,¹⁷ I am the attorney general in fact, and I say that the right to practice law is a common right, a right that is guaranteed by the fundamental slogan "ignorance of the law is no excuse" which means everyone is entitled to practice law!

- a. The court stated that the opportunity to practice law is a "fundamental" right within the meaning of **Baldwin v. Montana Fish & Game Comm'n**, 436 U.S. 371 (1978)

VII. Government Obligations and All Property OWNED BY THE GOVERNMENT:

45. Since "***The ownership of all property is in the state...***"? ⁴ the opposing party has made an unlawful challenge in this matter, and the court must recognize their challenge as being barred by law. ¹⁸
46. The state's sovereign, the government is sovereign, if they are to bring a claim against government property they must go through the proper channels, through the sovereign, and thus their entry into this matter without proceeding through the SOVEREIGN is a violation of sovereign immunity and I object on and for the record. ¹⁹
47. Seeing **THAT THE OWNERSHIP OF ALL PROPERTY IS IN THE STATE**, then only the state can dispossess me of my property, but because I am a citizen of the state the state cannot dispossess me of my property without due process.
48. Seeing that the defendant /debtor/legal person/legal entity/instrumentality/ juristic person is my **namesake**, I am the trustor over all my property, in order for the government i.e. the state to have ownership of any of my property including myself it would need to provide just compensation with respects the contract **known as the MARCH 9, 1933 ACT**, it has not.
49. I have the right to adverse possession of my property, I maintain all of the prerequisites for adverse possession of my property as a result of breach of contract on the part of the government.
50. The government says that my property is **GOVERNMENT OBLIGATIONS**, and since the government has accepted liability for ***ALL THE HOMES, and other property of all the people of the nation.***" ⁵ they ought to have been notified of you're attempting to act as conservator over the property without providing me just compensation due process and **them** (the government/ the state) proper notice.
51. In order for the opposing parties to act on behalf of or any interest of the government they would have to have a power of attorney from the government to act in such a capacity I demand that such evidence being made proved on the record immediately as it is not present at this time.
52. I have the right to sue as a result of breach of contract because the government has failed in its obligation, I have tendered payment by surrendering all reversionary interests associated with the mortgage properties by endorsing the associated mortgages to the United States of America without recourse as required by the agreement thereby invalidating any claim against myself and/or my property(ies).²⁰

53. Since **'all the homes and all the property of all the people of the nation belongs to the United States and through the local state government'**, I am due recoupment for maintenance and upkeep which in and of itself establishes my standing in this matter.
54. Which since I have not received, neither recoupment and or reimbursement and or compensation due to my maintaining the property which is a **"government obligations"**, my proceeding in this matter is to serve as my counterclaim.

VIII. My claim is to be taken With All Seriousness:

55. I do not proceed before this body pro se, as an entity, a fiction, an instrumentality, an agency, or any construct of a namesake, **NAMESAKE**- I am the party whom the defendant/debtor/non-individual is named after, which means I obtain original rights by virtue of operation of law.
56. **THE COURT CANNOT IGNORE THE ORIGINAL STATUTE WHICH GAVE RISE TO ITS AUTHORITY, THE MARCH 9, 1933 ACT**, nor can it ignore **my challenge** in this instant matter to its **jurisdiction** and the **validity of that unconstitutional act** which gave rise to its **unconstitutional jurisdiction**.
57. It has somehow been presumed and/or assumed that the Constitution has been suspended,²¹ **"The Privilege of the Writ of Habeas Corpus shall not be suspended, unless..."** The Constitution never permitted a secured right to be suspended only privileges such as the writ of habeas corpus can be suspended.
58. There is no authority under the Constitution to suspend it as a whole especially when we take into light the **FIRST AMENDMENT OF THE CONSTITUTION of the United States of America** which specifically forbids Congress from making a law that would take away secured rights.²¹ For it explicitly says: **"Congress shall make no law"**, placing a secured limit on the congressional power, which in and of itself would make the enactment of the March 9, 1933 act unconstitutional on yet another level.

IX. MY RIGHT TO PROPERTY IS ABSOLUTE!

59. I hereby challenge the United States government's claim as to ownership of me and or my property as being invalid because it is against the laws and of the United States of America for anybody to be placed in servitude without their consent,²¹⁻²⁴ and just because it is said 'that one born or nationalized or naturalized in the United States is a United States citizen', such cannot be done without knowing and willful consent.
60. Then we get the intent of Congress respecting privileges note the following: **"No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States..."**²¹⁻²⁴ and we come full circle back to my right to property.

61. I say that the United States government claim of ownership of my property is invalid as a result of the facts and evidence presented by Congress in their intentions in enacting the law in the first instance and the subsequent laws associated thereto.
62. The court is asking for me to show cause, the court is asking me to prove I have standing to do my adverse claim of possession of my properties and so I present before this court the actual statute, the intentions of Congress as my witnesses and evidence as to what my rights are and do not accept the courts interpretation, because such would not be based on facts and conclusions of law because it would contradict the actual legislature with respects to their intent when enacting the legislation in the first instance.
63. If Congress had intended otherwise, then they would have amended the provisions, with respects to the **March 9, 1933 Act** they had this opportunity in 1973 and again in 1976 and came to the following conclusion as based evidence of their intentions:

Since March 9, 1933, the United States has been in a state of declared national emergency. "These proclamations give force to 470 provisions of federal law. These hundreds of statutes delegate to the President extraordinary powers exercised by Congress, which affect the lives of American citizens in a host of all-encompassing manners. This vast range of powers taken together, confer enough authority to rule this country without reference to normal constitutional process."... "To terminate certain authorities with respect to national emergencies still in effect, and to provide for orderly implementation and termination of future national emergencies."

the act of **September 14, 1976** Section 502(a):

"The provisions of this Act shall not apply to the following provisions of law, the powers and authorities conferred thereby, and actions taken thereunder: (1) Section 5(b) of the Act of October 6, 1917, as amended (12 U.S.C. 95b);" Senate Report 93-549, July 24, 1973 "Public Law 94-112 -

64. So as was clear nothing in the Congressional record documents that anything has changed since the enactment of the **March 9, 1933 act**, and the fact is it was **Congress's intent to seize all of the property of all of the people without just compensation.**
65. A subsequent act by Congress known as **THE ACT OF JUNE 5 AND 6, 1933 act or THE GOLD ABROGATION Repeal Act** provided the specific instructions and intent of Congress:

AN ACT TO SUSPEND THE GOLD STANDARD AND ABROGATE THE GOLD CLAUSE
JUNE 5, 1933

73rd Cong. 1st Session

A resolution to assure uniform value to the coins and currencies of the United States.

Whereas the holding of or dealing in gold affect the public interest, and therefore subject to proper regulation and restriction; and

Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or

currency of the United States, or in an amount of money of the United States measured thereby, obstruct the power of the Congress to regulate the value of money of the United States, and are inconsistent with the declared policy of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in payment of debts.

Now, therefore, be it Resolved by the Senate and 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 a right to require payment in gold or a particular kind of coin or currency, or in an amount of money of the United States measured thereby, is declared to be against public policy;** and no such provision contained in or made with respect to any obligation hereafter incurred. Every obligation, heretofore or hereafter incurred, whether or not any such provisions 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 is legal tender for public and private debts. Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.

(b) As used in the resolution, the term "obligation" means an obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term "coin or currency" means coin or currency of the United States, including Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.²⁴

66. What was Congress's intention when they enacted **THE GOLD ABROGATION (REPEAL) ACT?**

67. Their intentions is/was made clear in **THE STATUTE AT LARGE.**²⁴

68. No I'm aware that a lot of people have been confused over the years, yet the court cannot construe my presentment and liken it with those misguided individuals who obtain their information via the Internet or certain nongovernmental groups, for the simple reason I included the intentions of Congress as evidence to support my claims.

69. I am utilizing Congress's own words as my witness, and because I'm using the actual record of the United States Congress whose intentions are made clear via those records, which are a matter of public record, which are a matter of the federal registry, I now hereby introduced the federal registry's records in their certified format into this matter by reference.

70. We still come to the same conclusion, that the seizure of the property of the American people was not authorized by the Constitution and was illegal, for the alleged compensation was not authorized by the United States Congress. **FEDERAL RESERVE BANK NOTES** do not exist the only thing in circulation is **Federal Reserve notes**, and as has been made clear Federal Reserve notes are only permitted to be used amongst the Federal Reserve Banks and/or its agents; note the intentions of Congress when they enacted this provision:

Federal reserve notes, to be issued ... for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized. The said notes shall be obligations of the United States ...”

(Dec. 23, 1913, ch. 6, § 16 (par.), 38 Stat. 265; Jan. 30, 1934, ch. 6, § 2(b)(1), 48 Stat. 337; Aug. 23, 1935, ch. 614, title II, § 203(a), 49 Stat. 704.)

I have been left without a remedy, I have been left without compensation, I am entitled to a remedy equitable as well as affirmative relief, I am entitled to compensation for my maintaining a property that is said to belong to the state.

71. I have someone who is intending of trespassing upon me and my property and I have the right to seek intervention from the court.

X. Requesting a stay pending the outcome of this appeal

72. Because of the complexities of this appeal, because of the lawful challenges of this appeal, because of the secured rights associated with this appeal, and because the only party who will be harmed if a stay is not instituted, is myself, my interest, and my assets I must request the court to issue a stay.

73. The only other party who has a claim of right in this matter would be the United States government and or the state government by operation of law: *"The ownership of all property is in the state; individual so-called 'ownership' is only by virtue of the government, i.e., law ... in accordance with law and subordinate to the necessities of the state."* And no other party may make a claim of undue hardship.

74. A stay is automatic due to the fact that the government has not authorized these proceedings as required by statute, a power of attorney with the seal of the government has not been introduced into the record nor have I been properly notified of the government relinquishing its rights and waiving its sovereign immunity to let the matter proceed against a property that it proclaims it has ownership of.

75. This matter involves **GOVERNMENT OBLIGATIONS**, and because it involves government obligations I must highlight the fact that this is a matter dealing with sovereign immunity which I believe is beyond the jurisdiction of this court and a violation of the 11th amendment to the United States Constitution and I must ask that a judgment be placed into the record in my favor and that if a case must be had it must be with the United States government against myself and not any other party as prescribed by law.

76. I bring forth this my appeal and introduce these facts and witness statements into evidence to be considered by the court as a whole and each of the questions to be answered systemically, succinctly and with specificity.

77. I remind this body that I have a right to challenge the statute, and the Constitution as unconstitutional, and remind this body that it has never been determined by any court based on the evidence contained in this presentment whether or not the act was constitutional based on the legislative intent of the statute, and the court must take into consideration the evidence presented here, the contextual presentment of the evidence and the legislative intent of the statute when compared with the actual communications of the congressional members who enacted the statute.

78. I do hereby present this my response before this body and I do so attesting that the aforementioned information is wholly accurate based on firsthand knowledge of the actual facts contained herein and/or associated facts contained herein and done under the Constitution for the United States of America on this January 31, 2018 so help me God.



By: Jennifer Leung

CERTIFICATE OF SERVICE

I hereby certify that I have mailed; will mail immediately upon filing; a copy of this document that I have filed with the clerk of court. On or about the same day as noted on the stamped filed copy.

January 31, 2018



By: Jennifer Leung, a Physical Living Person as defined in statute"

¹ **MATT 18:16** But if he does not listen, take along with you one or two more, so that on the testimony (Lit., "mouth.") of two or three witnesses every matter may be established. (Or "everything said." Lit., "might stand." See also References De 19:15; 2Co 13:1; 1Ti 5:19); **Gen.1:1, 26-30**;

² **Hayden Cooper Covington** (January 19, 1911 – November 21, 1978), presented 111 petitions and appeals to the Supreme Court. He won more than 80% of the 44 cases he brought before the Court, often with the use of Scripture in every single presentment, and the Supreme Court recognizing each such presentment:

- Cantwell v. Connecticut, 310 U.S. 296 (1940)
- Cox v. New Hampshire, 312 U.S. 569 (1941)
- Chaplinsky v. New Hampshire, 315 U.S. 568 (1942)
- Jones v. City of Opelika, 316 U.S. 584 (1942)
- West Virginia State Board of Education v. Barnette, 319 U.S. 624 (1943)
- Martin v. City of Struthers, 319 U.S. 141(1943)
- Jamison v. State of Texas, 318 U.S. 413 (1943)
- Murdock v. Pennsylvania, 319 U.S. 105 (1943)
- Taylor v. State of Mississippi, 319 U.S. 583 (1943)
- Largent v. Texas, 318 U.S. 418 (1943)
- Follett v. Town of McCormick, 321 U.S. 573 (1944)
- Marsh v. Alabama, 326 U.S. 501 (1946)
- Tucker v. Texas, 326 U.S. 517 (1946)
- Saia v. New York, 334 U.S. 558 (1948)
- Niemotko v. Maryland, 340 U.S. 268 (1951)
- Fowler v. Rhode Island, 345 U.S. 67 (1953)
- Poulos v. New Hampshire, 345 U.S. 395 (1953)

³ The unanimous Declaration of the Thirteen United States of America

When in the Course of human events it becomes necessary for one people to dissolve the political bands which have connected them with another and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. — That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, — That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes;

4. Senate Document No. 43, 73rd Congress, 1st Session

5. Congressional Record, March 9, 1933 on HR 1491 p. 83.

⁶ <https://www.treasury.gov/resource-center/faqs/Currency/Pages/legal-tender.aspx>  An official website of the United States Government U.S. Department of the Treasury

Resource Center FAQs » Currency » Legal Tender Status

⁷ **The Congressional Record during the debate over the Emergency Banking Act of 1933.**

⁸ **12 U.S. Code § 411 - Issuance to reserve banks; nature of obligation; redemption**

Federal reserve notes, to be issued ... for the purpose of making advances to Federal reserve banks through the Federal reserve agents as hereinafter set forth and for no other purpose, are authorized.

The said notes shall be obligations of the United States ... They shall be redeemed in lawful money on demand at the Treasury Department of the United States ... at any Federal Reserve bank.

(Dec. 23, 1913, ch. 6, § 16 (par.), 38 Stat. 265; Jan. 30, 1934, ch. 6, § 2(b)(1), 48 Stat. 337; Aug. 23, 1935, ch. 614, title II, § 203(a), 49 Stat. 704.)

⁹ **Amendment V of the United States of America Constitution**

¹⁰ <https://www.cambridge.org/core/journals/american-political-science-review/article/is-the-us-government-a-corporation-the-corporate-origins-of-modern-constitutionalism/E8E2611FE9E9A205924F194BABB4187>

The U.S. Constitution is best understood not as a "social contract," but as a popularly issued corporate charter. The earliest American colonies were literal corporations of the Crown and, like all corporations, were ruled by limited governments established by their charters. From this, Americans derived their understanding of what a constitution is—the written charter of a sovereign that ordains and limits a government. The key Federalist innovation was to substitute the People for the King as the chartering sovereign. This effectively transferred the "governance technology" of the corporation to the civil government—including the practice of delegating authority via a written charter, charter amendment, and judicial review. Federalists used these corporate practices to frame a government that united seeming irreconcilables—a government energetic yet limited, republican yet mixed, popular yet antipopulist—yielding a corporate solution to the problem of arbitrary rule. Leading founders considered this new government a literal chartered corporation of the People.

¹¹ **Yes, and have been since 1863, which was greatly expanded in 1933. From the special committee that was formed to study the termination of the national emergency.**

¹² **Executive Encroachments on Legislative Powers**

Youngstown Sheet & Tube Co. v Sawyer (1952)

Dames & Moore v Regan (1981)

Congressional Encroachment on Executive Powers

INS v Chadha (1983)

Bowsher v Synar (1986)

Morrison v Olson (1988)

Judicial Encroachment on Legislative Powers

Mistretta v U. S. (1989)

Executive Privilege and Immunities

United States v Nixon (1974)

Clinton v Jones (1997)

Congressional Immunity: Speech & Debate Clause

Hutchinson v Proxmire (1979)

Congressional Encroachment on Judicial Powers

Ex Parte McCordle (1868)

Separation of Powers Provisions in the Constitution

Article I, Section. 1:

All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Article II, Section. 1:

The executive Power shall be vested in a President of the United States of America.

Article III, Section. 1:

The judicial Power of the United States shall be vested in one supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish.

Article I, Section. 7:

All Bills for raising Revenue shall originate in the House of Representatives; but the Senate may propose or concur with Amendments as on other Bills. Every Bill which shall have passed the House of Representatives and the Senate, shall, before it become a Law, be presented to the President of the United States: If he approve he shall sign it, but if not he shall return it, with his Objections to that House in which it shall have originated, who shall enter the Objections at large on their Journal, and proceed to reconsider it. If after such Reconsideration two thirds of that House shall agree to pass the Bill, it shall be sent, together with the Objections, to the other House, by which it shall likewise be reconsidered, and if approved by two thirds of that House, it shall become a Law....If any Bill shall not be returned by the President within ten Days (Sundays excepted) after it shall have been presented to him, the Same shall be a Law, in like Manner as if he had signed it, unless the Congress by their Adjournment prevent its Return, in which Case it shall not be a Law.

13. A facial attack is typically described as one where "no application of the statute would be constitutional." In contrast, courts define an as-applied challenge as one "under which the plaintiff argues that a statute, even though generally constitutional, operates unconstitutionally as to him or her because of the plaintiff's particular circumstances." I bring forth a facial challenge as well as and as-applied challenge to the statute here and now.

See, e.g., Michael C. Dorf, Facial Challenges to State and Federal Statutes, 46 STAN. L. REV. 236 (1994).

Sabri v. United States, 541 U.S. 600, 609 (2004).

Tex. Workers' Comp. Comm'n v. Garcia, 893 S.W.2d 504, 518 (Tex. 1995); see Dorf, supra note 1 at 236 ("Conventional wisdom holds that a court may declare a statute unconstitutional in one of two manners: (1) the court may declare it invalid on its face, or (2) the court may find the statute unconstitutional as applied to a particular set of circumstances."); Richard H. Fallon, Jr., As-Applied and Facial Challenges and Third-Party Standing, 113 HARV. L. REV. 1321, 1321-22 (2000)(summarizing the conventional account of facial and as-applied challenges); Marc E. Isserles, Overcoming Overbreadth: Facial Challenges and the Valid Rule Requirement, 48 AM. U. L. REV. 359, 360 (1998) ("Litigants in the federal courts can attack the constitutionality of legislative enactments in two ways: they can bring a facial challenge to the law, alleging that it is unconstitutional in all of its applications, or they can bring an as-applied challenge, alleging that the law is unconstitutional as applied to the particular facts that their case presents.").

14. In *U.S. v. The Cooper Corp.*, (1941) the court held that the United States government, as a juristic person, could sue under the Sherman Act. Section 7 of the act granted the right to sue only to persons. The corporate defendant, which was accused of illegally conspiring and colluding to raise prices on tires, argued that the U.S. government didn't have power to enforce the act because the government wasn't a person. The court held that the term "person" includes the U.S. Government, and allowed the action against the collusive corporations to continue.

In *Cook County v. U.S. ex rel Chandler*, (2003) the County was accused of violating a law which forbids "any person" from falsely obtaining research funds from the government. The county received a \$5 million grant, but used it to conduct inappropriate tests on human subjects. The county argued that it could not be held liable because it was not a person. The court held that the county could be sued under the law as a legal person.

In *Rowland v. California Men's Colony, Unit II Men's Advisory Council*, (1993) the court declined to extend certain rights to legal persons. The association of prisoners sought to proceed in forma pauperis. The court held that the right to sue in forma pauperis existed only for **natural persons, not legal persons**.

Lewis A. Kornhauser and W. Bentley MacLeod (June 2010). "Contracts between Legal Persons". National Bureau of Economic Research. Retrieved 7 June 2013.

- a. Elizabeth A. Martin (2003). *Oxford Dictionary of Law* (7th ed.). Oxford: Oxford University Press. ISBN 0198607563.
- b. Smith, Bryant (January 1928). "Legal Personality". *Yale Law Journal*. **37** (3): 283–299. JSTOR 789740.
- c. Deiser, George F. (December 1908). "The Juristic Person. I". *University of Pennsylvania Law Review and American Law Register*. **48 New Series** (3): 131–142. JSTOR 3313312. [...] men in law and philosophy are natural persons. This might be taken to imply there are persons of another sort. And that is a fact. They are artificial persons or corporations [...]
- d. Frederic William (1911). "Moral Personality and Legal Personality 1". In H.A.L. Fisher. *The Collected Papers of Frederic William Maitland*. Cambridge University Press. Besides men or "natural persons," law knows persons of another kind. In particular it knows the corporation, and for a multitude of purposes it treats the corporation very much as it treats the man. Like the man, the corporation is (forgive this compound adjective) a right-and-duty-bearing unit:

15. Namesake doctrine- In general, the second recipient of a name, named for the first, is said to be the *namesake* of the first. The attribution can, however, go in the opposite direction, with *namesake* referring to the original holder of the name (the eponym).

Strictly speaking, a namesake is only a person *named for* another person—i.e., for the *sake* of the other's name, to keep it alive. Many dictionaries, however, following colloquial usage, acknowledge that things as well as persons may be or have namesakes, and (usually in a secondary definition) that the other for whom the person (or thing) is named, strictly the latter's eponym, may be called its "namesake".

16. Typically, only sanctions which can be considered as "punishment" would qualify under the rule.

Incorporation

As with all Amendments to the U.S. Constitution, the Double Jeopardy Clause originally applied only to the federal government. However, through the incorporation doctrine, the Supreme Court has incorporated certain amendments and clauses against the states. In Benton v. Maryland, 395 U.S. 784 (1969), the Supreme Court incorporated the Double Jeopardy Clause against the states.

Civil Sanctions

In United States v. One Assortment of 89 Firearms, 465 U.S. 354 (1984), the Supreme Court held that the prohibition on double jeopardy extends to civil sanctions which are applied in a manner that is punitive in nature.

In United States v. Halper, 490 U.S. 435 (1989), a civil sanction made under the False Claims Act qualifies as punishment if the sanction is overwhelmingly disproportionate in compensating the government for its loss, and if the disproportionate award can be explained only as a deterrent or as having a retributive purpose.

In One Lot Emerald Cut Stones v. United States, 409 U.S. 232 (1972), the Supreme Court held, "Congress may impose both a criminal and a civil sanction in respect to the same act or omission, for the Double Jeopardy Clause prohibits merely punishing twice, or attempting a second time to punish criminally, for the same offense."

17. **The practice of Law can not be licensed by any State.** (Schware v. Board of Examiners, 353 U.S. 238, 239)

The practice of Law is an occupation of common right! (Sims v. Aherns, 271 S.W. 720 (1925))

On May 17, 1982, the District Court granted Piper's motion for summary judgment. 539 F.Supp. 1064. **The court first stated that the ... to practice law is a "fundamental" right within the meaning of Baldwin v. Montana Fish & Game Comm'n, 436 U.S. 371 (1978).**

18. In the United States, the federal government has **sovereign immunity** and may not be sued unless it has waived its **immunity** or consented to suit.

State Immunity: The Eleventh Amendment

The Eleventh Amendment limits private actions brought against states in federal court. Its full text provides:

"The judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any foreign state."

The Eleventh Amendment was ratified in 1798 in order to overrule the Supreme Court's decision that a South Carolina citizen could sue the state of Georgia for money damages. [Chisholm v. Ga., 2 U.S. 419 (1793)] This decision caused uproar amongst the states because it impinged on the sovereignty of the state, which was supposed to have been retained in the Constitution. Shortly thereafter, the amendment was passed.

The Eleventh Amendment prevents federal courts from exercising jurisdiction over state defendants--the federal court will not even hear the case if a state is the defendant. A state may not be sued in federal court by its own citizen or a citizen of another state, unless the state consents to jurisdiction. [Hans v. La., 134 U.S. 1 (1890)] **Consent to the jurisdiction of the federal court may be manifested by the state voluntarily appearing in the court to defend itself on the merits of the case.** [Gunter v. A. Coast Line R.R., 200 U.S. 273, 284 (1906)] Eleventh Amendment immunity extends to suits filed against the state in state courts and before federal administrative agencies. [Alden v. Maine, 527 U.S. 706 (1999); Fed. Mar. Comm'n v. S.C. State Ports Auth., 535 U.S. 743 (2002)] Unless the state or the federal government creates an exception to the state's sovereign immunity, the state is immune from being sued without consent by any citizen in federal courts, state courts, or before federal administrative agencies.

19. Sovereign immunity, or crown immunity, is a legal doctrine by which the sovereign or state cannot commit a legal wrong and is immune from civil suit or criminal prosecution. It is a principle of international law which exempts a sovereign state from the jurisdiction of foreign national courts. See the 11th amendment of the United States of America Constitution for further understanding of legislative intent.

The **Eleventh Amendment (Amendment XI)** to the **United States Constitution**, which was passed by Congress on March 4, 1794, and ratified by the states on February 7, 1795, deals with each state's sovereign immunity and was adopted to overrule the U.S. Supreme Court's decision in Chisholm v. Georgia, 2 U.S. 419 (1793).

20. 7 CFR 1901.508

(c) Assignment of insured notes to Rural Development -

(1) ...

(i) The holder will endorse the insured note as follows: "Pay to the order of the United States of America. Without recourse." The holder will then deliver the endorsed note, together with the insurance agreement, to the Director, Finance Office.

(ii) On receipt of the endorsed note with the accompanying insurance agreement, the Director, Finance Office, will acknowledge receipt of the note and process payment to the assignor of the par value of the note as of the date of the Treasury check.

21. The ninth section of Article One places limits on Congress' powers:

The Migration or Importation of such Persons as any of the States now existing shall think proper to admit...

The Privilege of the Writ of Habeas Corpus shall not be suspended, unless when in Cases of Rebellion or Invasion the public Safety may require it.

22. The FIRST AMENDMENT OF THE UNITED STATES OF AMERICA CONSTITUTION: "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances."

23. AMENDMENT XIII - Passed by Congress January 31, 1865. Ratified December 6, 1865.

Section 1.

Neither slavery nor involuntary servitude ... shall exist within the United States, or any place subject to their jurisdiction.

AMENDMENT XIV - Passed by Congress June 13, 1866. Ratified July 9, 1868.

Section 1.

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States;

24. Executive Order 6102 is a United States presidential executive order signed on April 5, 1933, by President Franklin D. Roosevelt "forbidding the Hoarding of gold coin, gold bullion, and gold certificates within the continental United States".

SEC. 2. The last sentence of paragraph (1) of subsection (b) of section 43 of the Act entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and for other purposes", approved May 12, 1933, is amended to read as follows:

"All coins and currencies of the United States (including Federal reserve notes and circulating notes of Federal Reserve banks and national banking associations) hereunto and hereafter coined or issued, shall be legal tender for all debts, for public and private, public charges, taxes, duties, and dues, except gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight." Approved June 5, 1933, 4:30 p.m.

A Showing of Cause WRITTEN RESPONSE:

I hereby notify this court that I am not an attorney, but that I received this presentment from someone who is competent enough to understand the complexities of law. For instance, the clerk of the court is introducing to the appeals court evidence that I must object to, I never consented to be a juristic person, a legal person, a legal construct. I have insisted that there be a separation between myself and the non-individual, as expressed above I am a physical living person, the defendant/debtor/legal entity/captioned person is not a living person.

According to the court 'it' does not understand the difference between a living person and a nonliving person, a natural person and a non-natural person, an individual and a non-individual, and that is simply disturbing however, ignorance of the law is no excuse and I cannot help the courts lack of knowledge and/or lack of understanding.

I am not here to give testimony to the court, the court wants a show of cause I choose to present evidence by way of the testimony of the United States Congress in general assembly, the United States Supreme Court, and the actual statute, these are the authorities that I use to prove my standing.

This court says that I do not have the right to represent the legal person yet 'it' can provide no case law supporting such a conclusion. **This court specifically states on the record that the legal person is not perceived as a separate entity from the physical person.** That there is a prohibition in statute preventing the physical person i.e. the individual, from filing documents simultaneously with the natural person i.e. the non-individual, that is preposterous, an absurdity and a frivolous argument on the part of the court, because it is not supported by the facts and conclusions of law and I object.

This court wants to claim that someone's intent was to abuse the judicial system in the United States, this court wants to state that if a husband and wife filed separate bankruptcies that their construed as filing together every single time, the law doesn't recognize such a conclusion and even if it did such would not result in an abuse of any system if they were to file together. The court has from time to time said that if a husband files a bankruptcy on behalf of his legal person and a wife were to go ahead and placed the documents in the record through the clerk of the court, that the wife is somehow liable for the information on the documents, that simply is another presumption and exaggeration and is meritless when it comes to facts and conclusions supported by evidence in law. The court has made quite a few presumptions and I have gone out of my way to rebut each one of those presumptions in the above presentment and that if the court has any further questions I hereby state conclusively that I have responded to each of the court's contentious allegations as well as presumptions and if it requires any further information it needs to document that in writing and placed it on the record.

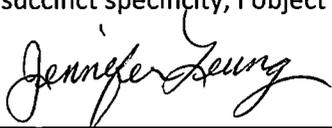
The clerk of the court cannot and may not offer testimony, the clerk of the court can only produce factual record, not the statements of an attorney, because an attorney may not testify on the record. Any evidence produced by the clerk of the court that is not signed and sworn to under penalty is inadmissible as evidence before the appeals court and I object to such evidence being presented by the clerk of the court. Any evidence not carried with it the seal of the court, the seal of the state, the seal of the state agency is inadmissible as it does not carry with it the full faith and credit of the United States and is a violation of the full faith and credit clause, and I must object to it being presented with the clerk of the court record.

My presentment's are tested to, based on actual firsthand knowledge of the events and facts stated in reference to the information presented. I am presenting and endorsed original promissory note for deposit into the court for bonding purposes for staying this matter pending the outcome of my appeal. The endorsed note is proof of discharge of this **government obligation** as required by statute as given force by operation of law, my evidence qualifies as evidence as prescribed by the rules of evidence, so I object to the court insinuating otherwise.

Any decision by this court to sanction me and or to interfere with my access to the court by claiming that my filing of this presentment is somehow a violation of statute without specifically naming the statute or specifically stating what the abuse is based on along with facts and conclusions of law is objected to on and for the actual record.

I have the right to access the court and I have the right to do so without being cross-examined by a judicial officer I object, I object, I object to the judicial officer singling me out as if I've done something wrong without specifically stating what the wrong was or what the violation of law was but only acting on presumption, without rebutting the original presumption which was my original filing, I object. And I hereby place the court as well as its judicial officer on judicial notice that it has violated my right, and is attempting to block access to the court in violation of law. That the judicial officer has insisted on entering false and misleading evidence on the public record which is a criminal offense and I notify the court of this offense and of this officer's attempt to violate my rights.

What gives me the right to file a claim into this court, it has been stated, evidence has been provided, and congressional intent and the authorizing statute has been placed before this body in full detail, there is no need for anything further to be stated by myself without the court explaining how the above does not address the issue with facts and conclusions of law and with succinct specificity, I object to anything otherwise.

x 

JURAT AND ACKNOWLEDGMENT

I, do hereby present this attested, affirmed, ascribed presentment in its principal format, and I acknowledge the contents thereof and do so by having a fixed my signature there to in here to:

X Jennifer Leung
Jennifer Leung- A Natural Living Being

State of Washington
County of Clark)

On 2-1-2018 before me, Randell D Ellis
(name of the officer)

personally stood Jennifer LEUNG
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

RANDALL D. ELLIS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 15, 2018

ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

DECEMBER 04, 2006 VANCOUVER WA
[Date] [City] [State]
6119 NORTHEAST 104TH COURT, VANCOUVER, WA 98662
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 175,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is BANK OF AMERICA, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.125%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note. Interest will be calculated on a 360 DAY basis.

3. PAYMENTS

(Please check box for interest-only payments.)

Beginning on the FIRST day of FEBRUARY, 2007 and on the FIRST day of every month thereafter until the FIRST day of FEBRUARY, 2017, I will pay only the interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month as provided below.

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the FIRST day of each month beginning on FEBRUARY 01, 2007

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on JANUARY 01, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at BANK OF AMERICA, N.A., P.O. BOX 17404, BALTIMORE, MD 21297-1404 or at a different place if required by the Note Holder.

MULTISTATE ADJUSTABLE RATE NOTE - Single Family



(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 893.23 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the FIRST day of JANUARY, 2014 and on that day every 12TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: THE ONE-YEAR LONDON INTERBANK OFFERED RATE ("LIBOR") WHICH IS THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE-YEAR U.S. DOLLAR-DENOMINATED DEPOSITS IN THE LONDON MARKET, AS PUBLISHED IN THE WALL STREET JOURNAL. THE MOST RECENT INDEX FIGURE AVAILABLE AS OF THE DATE 45 DAYS BEFORE EACH CHANGE DATE IS CALLED THE "CURRENT INDEX."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest ONE-EIGHTH OF ONE PERCENTAGE POINT (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

The "Interest-Only Period" is the period from the date of this Note through JANUARY 01, 2017 . For the Interest-Only Period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the Interest-Only Period. For the Amortization Period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

(1) There will be no maximum limit on interest rate changes.

- (2) The interest rate I am required to pay at the first Change Date will not be greater than _____ % or less than _____ %.
- (3) My interest rate will never be increased or decreased on any single Change Date by more than _____ percentage points (_____ %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 11.125 %, which is called the "Maximum Rate."
- (5) My interest rate will never be less than _____ %, which is called the "Minimum Rate."
- (6) My interest rate will never be less than the initial interest rate.
- (7) The interest rate I am required to pay at the first Change Date will not be greater than 11.125 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I HAVE THE RIGHT TO MAKE PAYMENTS OF PRINCIPAL AT ANY TIME BEFORE THEY ARE DUE. A PAYMENT OF PRINCIPAL ONLY IS KNOWN AS A "PREPAYMENT." WHEN I MAKE A PREPAYMENT, I WILL TELL THE NOTE HOLDER IN WRITING THAT I AM DOING SO. I MAY NOT DESIGNATE A PAYMENT AS A PREPAYMENT IF I HAVE NOT MADE ALL THE MONTHLY PAYMENTS DUE UNDER THIS NOTE.

I MAY MAKE A FULL PREPAYMENT OR PARTIAL PREPAYMENTS WITHOUT PAYING A PREPAYMENT CHARGE. AFTER PAYING ANY LATE FEES OR OUTSTANDING FEES THAT I OWE, THE NOTE HOLDER WILL USE MY PREPAYMENTS TO REDUCE THE AMOUNT OF PRINCIPAL THAT I OWE UNDER THIS NOTE. HOWEVER, THE NOTE HOLDER MAY APPLY MY PREPAYMENT TO THE ACCRUED AND UNPAID INTEREST ON THE PREPAYMENT AMOUNT BEFORE APPLYING MY PREPAYMENT TO REDUCE THE PRINCIPAL AMOUNT OF THE NOTE. IF I MAKE A PARTIAL PREPAYMENT, THERE WILL BE NO CHANGES IN THE DUE DATE OF MY MONTHLY PAYMENT UNLESS THE NOTE HOLDER AGREES IN WRITING TO THOSE CHANGES. IF THE PARTIAL PREPAYMENT IS MADE DURING THE PERIOD WHEN MY MONTHLY PAYMENTS CONSIST ONLY OF INTEREST, THE AMOUNT OF THE MONTHLY PAYMENT WILL DECREASE FOR THE REMAINDER OF THE TERM WHEN MY PAYMENTS CONSIST ONLY OF INTEREST. IF THE PARTIAL PREPAYMENT IS MADE DURING THE PERIOD WHEN MY PAYMENTS CONSIST OF PRINCIPAL AND INTEREST, MY PARTIAL PREPAYMENT MAY REDUCE THE AMOUNT OF MY MONTHLY PAYMENTS AFTER THE FIRST CHANGE DATE FOLLOWING MY PARTIAL PREPAYMENT. HOWEVER, ANY REDUCTION DUE TO MY PARTIAL PREPAYMENT MAY BE OFFSET BY AN INTEREST RATE INCREASE.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

(A) WHEN MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION 11(B) BELOW SHALL THEN CEASE TO BE IN EFFECT, AND UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL INSTEAD BE DESCRIBED AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

(B) UNTIL MY INITIAL FIXED INTEREST RATE CHANGES TO AN ADJUSTABLE INTEREST RATE UNDER THE TERMS STATED IN SECTION 4 ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL READ AS FOLLOWS:

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. AS USED IN THIS SECTION 18, "INTEREST IN THE PROPERTY" MEANS ANY LEGAL OR BENEFICIAL INTEREST IN THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE BENEFICIAL INTERESTS TRANSFERRED IN A BOND FOR DEED, CONTRACT FOR DEED, INSTALLMENT SALES CONTRACT OR ESCROW AGREEMENT, THE INTENT OF WHICH IS THE TRANSFER OF TITLE BY BORROWER AT A FUTURE DATE TO A PURCHASER.

IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN THE PROPERTY IS SOLD OR TRANSFERRED (OR IF BORROWER IS NOT A NATURAL PERSON AND A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. HOWEVER, THIS OPTION SHALL NOT BE EXERCISED BY LENDER IF EXERCISE IS PROHIBITED BY APPLICABLE LAW.

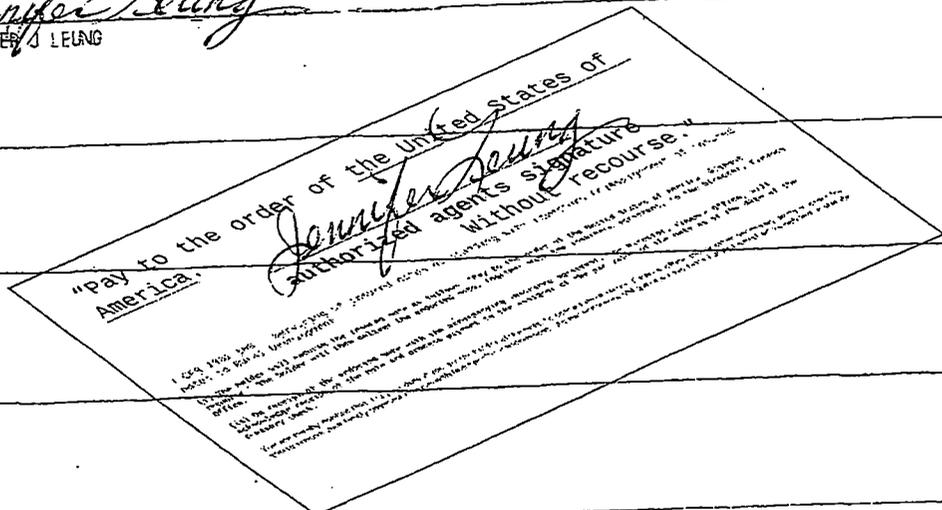
IF LENDER EXERCISES THIS OPTION, LENDER SHALL GIVE BORROWER NOTICE OF ACCELERATION. THE NOTICE SHALL PROVIDE A PERIOD OF NOT LESS THAN 30 DAYS FROM THE DATE THE NOTICE IS GIVEN IN ACCORDANCE WITH SECTION 15 WITHIN WHICH BORROWER MUST PAY ALL SUMS SECURED BY THIS SECURITY INSTRUMENT. IF BORROWER FAILS TO PAY THESE SUMS PRIOR TO THE EXPIRATION OF THIS PERIOD, LENDER MAY INVOKE ANY REMEDIES PERMITTED BY THIS SECURITY INSTRUMENT WITHOUT FURTHER NOTICE OR DEMAND ON BORROWER.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jennifer Young
JENNIFER J. YOUNG

(Seal)
-Borrower



(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
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(Seal)
-Borrower

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(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Jennifer Leung
JENNIFER J LEUNG

(Seal)

-Borrower

Bank of America, na.
"pay to the order of Bank of America, na."
Jennifer Leung
authorized agents signature
Without recourse.

(Sign Original Only)