

**THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES  
NOTICE TO AGENT IS NOTICE TO PRINCIPAL --- NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

## **Fax Cover Sheet**

**to:**

**DUNCAN C DELHEY  
Gray and Associates, L.L.P.  
16345 West Glendale Lane  
New Berlin, Wisconsin 53151-2841  
Phone: 414 224 1987  
FAX: 414 224 1279**

**from:**

**Joseph William Baker, Authorized Representative  
c/o Marc Rassbach, Notary Public  
PO Box 39  
Milwaukee 53201-0039**

**SECOND NOTICE: Tuesday, August 8<sup>th</sup>, 2011  
ORIGINAL NOTICE DATE: Sunday, November 7<sup>th</sup>**

**RE: SECOND NOTICE OF Conditional Acceptance  
Chase Home Finance v. Joseph Baker  
372 Lewis Street  
Burlington, Wisconsin  
TORT Claim Against GRAY & Associates  
NOTICE OF CORRESPONDENCE PROCEDURE  
PRELIMINARY NOTICE of RESCISSION of PROMISSORY NOTE(S)**

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NOTICE TO AGENT IS NOTICE TO PRINCIPAL --- NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

Joseph William Baker, Authorized Representative  
c/o Marc Rassbach, Notary Public  
PO Box 39  
Milwaukee 53201-0039

\*NOTICE OF CONDITIONAL ACCEPTANCE  
\*RETURNED FOR CLARIFICATION  
\*TORT CLAIM AGAINST GRAY & ASSOCIATES  
\*NOTICE OF PRELIMINARY RESCIION OF  
MORTGAGE CONTRACTS

DUNCAN C DELHEY  
Gray and Associates, L.L.P.  
16345 West Glendale Lane  
New Berlin, Wisconsin 53151-2841  
Sunday, November 7<sup>th</sup>, 2010

Re: "Letter Dated October 8<sup>th</sup>, 2010 "Chase Home Finance, LLC" and the  
property located at 372 Lewis Street *near* Burlington, Wisconsin" hereinafter "LETTER" .

Dear Sir,

First, some shorthand abbreviations...

"Joseph William Baker, Authorized Representative" hereinafter "JOSEPH", "Chase Home Finance, LLC" hereinafter CHF, "Gray & Associates, L.L.P" hereinafter "GRAY", "JPMorgan Chase Bank, N.A." hereinafter "JP", "372 Lewis Street; Burlington, Wisconsin" hereinafter "372", "The alleged loan between JOSEPH and CHF" hereinafter "LOAN".

JOSEPH conditionally accepts attached LETTER - see attachment "A" as herein referenced as fully set forth - dated October 8<sup>th</sup>, 2010 upon the following conditions:

**Condition List #1 - Admissions**

GRAY provides proof of claim subscribed under full commercial liability and sworn by notarized affidavit under penalty of perjury that the following statements are affirmed by GRAY.

1. GRAY has full power of Attorney from CHF and that such power of attorney is or shall be registered with the court and that GRAY has sufficient authority to negotiate a settlement in the matter.
2. CHF is the creditor in this matter.
3. JOSEPH is not a creditor in this matter.
4. Gray asserts that there was no benefit to CHF when JOSEPH signed and delivered the application for mortgage.
5. Gray asserts that there was no benefit to CHF when JOSEPH signed and delivered the application for promissory note.
6. Gray asserts that the underwriting of LOAN did not involve creation of money on account.
7. JOSEPH provided no consideration to CHF in LOAN when JOSEPH provided a signed promissory

note.

8. LOAN of money in U.S. Dollars was from CHF to JOSEPH.
9. CHF abides by Generally Accepted Accounting Practices (GAAP).
10. CHF agrees to provide in court the promissory note and evidence that CHF or JP is the holder in due course.
11. CHF has not used the Mortgage Electronic Registration Systems, Inc. to publish information about 372 that was not also duly recorded in the Racine County Recorder's Office.

**Condition Category #2 - Definitions**

In order to more properly clarify the nature of any controversy which might be arising from CHF's intent to foreclose on 372, JOSEPH requires clarification of certain words, phrases, nature of relationships listed below.

Loan	Money on account
escrow account	The relationship between CHF and GRAY
prepaid exemption account	The relationship between CHF and JP
private	secularization
public	Rite of presentment
Republic	Trust, trustee
Democracy	Interest
against public policy	Payment
late fees	Remedy
Holder of the note in due course	Debt
Credit	Setoff
Settlement	Bond
Fair Debt Collection Clerk	Fair Debt

### Condition List #3

1. **GRAY must prove it's claims:**
  1. **Lines 15 and 22 That CHF is a "Creditor" regarding 372.**
  2. **That there is a debt owed by JOSEPH to CHF lines 25 – 30.**
  3. **Line 22: That GRAY has been retained by "the above named creditor" - please show documentation to this effect.**
  4. **Line 26: That there is a debt owed by JOSEPH to CHF**
  5. **Line 41: "The law does not require us to wait 30 days ..."**
  6. **Line 45: Prove that you are suspending your efforts in this case.**
  7. **Line 52: Prove the the state law, federal laws, and loan documents require the notification of a legal proceeding. Provide "proof of service" for all past notices and disposition showing that GRAY is in compliance with such law. GRAY will disclose all financial incentives and or other incentives in it's dealings with CHF.**
2. **GRAY provides contractual terms between GRAY involved parties such as CHF and any Realtors, process servers, county sheriff's departments, Title Insurance companies, county recorder's office in Racine County.**
3. **All servicing of court notices shall be done via the Notary Public address found below. Service in any other manner will be deemed defective on it's face.**
4. **Any fees, charges or costs incurred by GRAY deemed owed by JOSEPH may be set off, settled and closed via bankers acceptance procedures through the IRS.**
5. **Proof of service for any documents mailed by JOSEPH to the court, to GRAY, JP and CHF may be accomplished by fax or first class postage via Notary Public**
6. **Documents sent from JOSEPH to GRAY and to the court may satisfy proof of service requirements by having documents sent via Notary Public via 1<sup>st</sup> class postage or fax or email with Notary certifying that such documents were sent to the correct address and not returned.**
7. **CHF, GRAY and JP will agree to a change of venue outside the Racine County Court.**
8. **CHF, JP and GRAY agree to allow JOSEPH's authorized representatives to participate by speakerphone in all court proceedings.**
9. **GRAY agrees to provide all ledgering of accounts showing how LOAN was funded and how payments have been disbursed. GRAY will provide expert testimony to describe how banking ledgering works.**
10. **JOSEPH, wishing to bring forth solutions to eliminate controversy being equipped with unlimited commercial liability shall be referred to henceforth as a creditor.**

**GRAY has 7 days to respond. Non-response will enact a certificate of non-response by the Notary Public and will certify that GRAY admits that:**

1. **Credit / Money of account was created when CHF sent information of JOSEPH's signed mortgage application to the Federal Reserve.**
2. **CHF did not lend money to JOSEPH, rather invented "Money on Account" per a ledger entries.**
3. **CHF provided much less consideration in the commencement of LOAN than CHF and GRAY assert.**
4. **CHF stood to gain from unjust enrichment after one single payment by JOSEPH.**
5. **CHF cannot prove any loss, harm or hardship by a lack of payments by JOSEPH.**
6. **JOSEPH at his option may have 75 days to set off settle and close this matter through the IRS.**
7. **GRAY admits that there is no debt owed by JOSPEH.**
8. **GRAY admits that it failed to respond to JOSEPH's letter dated June 30<sup>th</sup>, 2008 and that CHF**

and GRAY breached fiduciary duties to disclose sources of funds and how funds have been disbursed.

9. GRAY accepts TORT liabilities of \$2,000,000 due to JOSEPH for inflicting pain and suffering, emotional distress, and punitive damages for having continuously participated in a racketeering scheme among banks, judges, court clerks, sheriffs, to defraud the public regarding foreclosure proceedings at 372 and numerous other homes.
10. If 372 is taken from JOSEPH in this proposed foreclosure action CHF, JP and GRAY and other assorted cooperative conspirators will have accomplished unjust enrichment.

### **TORT CLAIM**

**JOSEPH brings a TORT claim of \$2,000,000 against GRAY for participating with CHF in what leads JOSEPH to believe may be financial and property fraud, inflicting pain and suffering, emotional distress, and punitive damages for GRAY having continuously participated in a racketeering scheme among banks, county court administrators, judges, court clerks, sheriffs, credit unions, bankruptcy courts, to defraud the public regarding foreclosure proceedings at 372 and as a pattern, practice, habit and custom in doing so with a multitude of households.**

### **PRELIMINARY NOTICE of RESCISSION of PROMISSORY NOTE(S)**

**JOSEPH hereby rescinds all contracts, promissory notes, payment arrangements, loan modifications, etc. made with CHF, Homecomings Financial, and GRAY prior to October 1<sup>st</sup>, 2010. JOSEPH has determined after much first hand eye witness accounts that a racketeering operation is underway to defraud Americans of their wealth and their prosperous way of life. That certain banking practices of lending money that didn't exist before signing applications or notes cannot and does not amount to good faith on the side of banks who claim to lend to borrowers. There is no statute of limitations on rescission for fraud. Further citations include unjust enrichment, misrepresentation of the borrower/lender relationship, a characterization of the exchange transaction values, extortion of payments combined with threats aimed to motivate victims to "save their house". All this amounts to unclean hands in transactions where banks are posing as lenders of money. I have seen laid out before me numerous mortgage contracts where the rite to presentment is mis defined and then waived by unsuspecting victims of a pre-planned calculated series of events where promissory notes are sold traded, securitized and where the paperwork showing construction of trusts that never existed, signing by fictitious executive names, process servers lying under oath on the stand, even attempted murder by police. It appears that these activities are rampant throughout the mortgage industry.**

**Notify CHF, JP, MERS (if MERS contains any information about 372).**

### **CONTACT INFORMATION REQUEST**

**Please provide names, email, telephone, fax and Postal contact information for each of the following:**

- 1. CHF's Chief Financial Officer**
- 2. GRAY's tort claim officer**
- 3. GRAY's designated representative in this matter to JOSEPH.**
- 4. "Original Creditor" as referenced by LETTER.**

**Please respond to the Public Notary via the contact information listed below. Service in any other**

manner will be deemed defective on its face.

Joseph William Baker, Authorized Representative  
c/o Marc Rassbach, Notary Public  
PO Box 39

Milwaukee 53201-0039

Autographed By: Joseph W. Baker November 7, 2010  
Authorized Representative Date  
All Rights Reserved  
Under Threat, Duress and Coercion

**Gray & Associates, L.L.P.**  
ATTORNEYS AT LAW  
16345 West Glendale Drive  
New Berlin, WI 53151-2841  
(414) 224-1987  
FAX (414) 224-1279

Conditionally Accepted Upon Proof  
Of Claim  
Sunday, November 7th, 2010  
See corresponding letter.

October 8, 2010

Joseph Baker  
372 Lewis St  
Burlington, WI 53105-1146

Creditor: Chase Home Finance, LLC  
Property: 372 Lewis St  
Burlington, WI 53105-1146

Gray & Associates, L.L.P., has been retained by the above-named creditor to collect the debt\* as stated below. Any information obtained will be used for that purpose.

As of the date of this letter, the total amount due to payoff this debt is \$164,930.38. Because interest, late charges and other costs may vary from day to day, the amount due on the day you pay may be greater. If you intend to pay this debt in full, an adjustment to the amount due may be necessary. You should call our office at (414) 224-1987 if you intend to pay this debt in full so that we can provide you with a written statement of the amount due as of the date you intend to pay off this loan.

Unless, within thirty days after your receipt of this letter, you dispute the validity of the debt or any portion thereof, we will assume the debt to be valid. If, within thirty days after your receipt of this letter, you notify us in writing that the debt or any portion thereof is disputed, we will obtain verification of the debt or a copy of a judgment, if any, and we will mail to you a copy of such verification or judgment. If the original creditor is different from the creditor named above, then upon your written request within thirty days after your receipt of this letter we will provide you with the name and address of the original creditor. Written requests should be addressed to Fair Debt Collection Clerk, Gray & Associates, L.L.P. 16345 West Glendale Drive New Berlin, WI 53151-2841.

The law does not require us to wait until the end of the thirty-day period before filing a legal proceeding against you to collect this debt or otherwise enforce the loan documents. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this letter, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

Gray & Associates, L.L.P.  
Fair Debt Collection Clerk

\* If you are currently in bankruptcy or have been discharged in bankruptcy, this letter is not an attempt to collect the debt from you personally. This letter serves only as notice of the commencement of a legal proceeding as required by the mortgage loan documents, state law and/or federal law.

## NOTARY'S CERTIFICATE OF SERVICE

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

Gray and Associates, L.L.P  
16345 West Glendale Lane  
New Berlin, Wisconsin 53151-2841  
Phone: 414 224 1987  
FAX: 414 224 1279

hereinafter, "Recipient," the documents and sundry papers pertaining to the Recipient, regarding  
**SECOND NOTICE OF Conditional Acceptance** \_\_\_\_\_ as follows:

1. **FAX COVER PAGE**, issued by Joseph William Baker and dated, August 8<sup>th</sup>, 2011 ( 1 page )
2. **SECOND NOTICE OF Conditional Acceptance**, issued by Joseph William Baker and dated August 8<sup>th</sup>, 2011 ( 6 pages ) includes single page "Attachment Letter"

a total of 7 pages,

by fax on August 9, 2011.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
DATE

(Seal)

My commission expires: \_\_\_\_\_

(Stamp)

**Marc Rassbach**  
PO Box 39  
Milwaukee 53201-0039