Ralph Winterowd Interviews Donna Baran

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[Ralph] We have a guest today that’s walking the walk in the land of foreclosures and she’s presently domiciled in Florida and we’re going to hear what she has to say. Donna Baran, are you there? Hello, Donna.

[Donna] Hello, do you hear me?

[Ralph] Yes, there you are. We got you turned on. Ok. Why don’t you kind of lay out a little background of the foreclosure of your house and that and we’ll proceed forward to what you’ve been doing, whatever they’ve been doing with the foreclosure. I won’t give it away. Why don’t you just start at the beginning of the foreclosure issue.

[Donna] I want your audience, first, to know that my foreclosure issue wasn’t one that I couldn’t afford to make the payments. I could afford to make the payments back in 2006. I can afford to make them today. I could pay off the house a couple of times over. So, I want your audience to know that I did not enter into this arena, so to speak, because I had to. It was not out of necessity. I was because after reading several articles from Alfred Adask’s Anti-shyster magazine as well as a few other periodicals out there that it started me questioning if the banks can’t loan you money, they can’t loan you their depositor’s money—it is illegal for banks to do that—and they can’t loan you their credit because there are thousands of cases out there where it’s clearly evident by all the orders and judgments by the courts that they can’t loan you their credit, what on earth did I get into when I signed into a note and mortgage transaction with the original lender? So, it was an issue of first putting the question or the hypothesis in my mind starting to research those questions and find those answers and when I came upon the answers I realized that in order to make the next house payment would be to actually perpetrate fraud against myself and I made a conscientious decision as of November 1, 2006 that I would not make another house payment. That the transaction was not what it is purported to be, the documents were not purported what they are claimed to be. Nothing is real about the entire transaction, that I actually funded the transaction and in essence I loaned, I signed papers that actually created money into existence where I actually ended up loaning the money to myself.

[Ralph] Now, that’s a damned good to do—right?

[Donna] Oh, my God, well, I don’t need any lender or any bank to do that. Why can’t I go in back yard and print up the money myself? Why do I have to go to the mafia called the Federal Reserve System in order to do that?

[Ralph] Good question.

[Donna] Why am I counting on the Federal Reserve system, why am I counting on any original lender enticing me and seducing me into signing some documents that would end up being more valuable, tens and hundreds of times more valuable than the house that I was buying? If I knew then what I know now I would have said the heck with the house, just cut me in on all the profits that these documents and instruments and the note and mortgage and all these securities and assets that you’re going to created from my signature just go ahead and sell it on Wall Street and hand over some of the millions to me…

[Ralph] There you go.

[Donna] …and then I could buy ten houses. Why would I settle for the scraps off the table? Remember in that Braveheart movie, Braveheart said, ‘ you people are no busy fighting for the scraps off of Longshank’s table that you don’t really know what your opportunity is here for the future. You’re too busy fighting for the scraps off the table and I realize that’s the position that we are all in with the banks today.

[Ralph] And we’re about as organized as all those Scots people were too. We fight everybody instead of getting to the truth and following somebody that has the truth—go ahead.

[Donna] Well, so anyway, as you know I made the conscientious choice not to make another payment. I began an administrative process to start finding out some of the answers to the questions. Of course, they didn’t answer any of my administrative process. They didn’t answer any of my questions and then inevitably three months later the papers started to come back. They were going to file a lis pendens and sue me and that’s exactly what happened. And that’s exactly on February the 14th the lis pendens was filed and on February 15th they filed the lawsuit, the foreclosure action. And I have to tell your audience that I’m one of these people that I feel that—looking back at the whole thing I think my whole life was a preparation for me to be able to do this and to fight this fight and have the stamina and have the courage to do it. So, I’m not advocated that everybody out there do this. I also want your audience to know that I don’t have a huge extended family where I’ve got to go have Thanksgiving with twenty-five relatives and I don’t have children that I have to feed and have a roof over my head. I’m in a position where I’m independent and I’m in a position that I am financially independent and I believe all of that came together so that in 2007 when the banks filed a fraudulent foreclosure against me I was able to fight it. Now, I can’t tell your audience that I knew everything at the very beginning when I chose to fight the banks but it has been a four-year learning process and I believe after these four years now I’m ready to communicate with my fellow brothers and sisters out there and let them know exactly what is going on out there. So the foreclosure was filed. I started the counter-complaint…

[Ralph] Well, why don’t we stop right there to tell the audience what a lis pendens is because a lot of people may not know what that actually means.

[Donna] A lis pendens was the document filed in the public records by the law firm claiming to represent Washington Mutual Bank and that is very, very important for you audience to know that these are only alleged attorneys claiming to allegedly represent a creditor or a bank and in my case it was Washington Mutual Bank. They were not the original lender but they were claiming to be the creditor. They filed this document in the county records and say we are about to file a lawsuit to collect on the claim that we have against your property.

[Ralph] So, what it is, is a notice to the public that if you were to sell this that there is a pending suit and that the title may not be clear.

[Donna] That’s correct, you’re correct. You’re probably going to be a lot better at describing a lot of these things. I’m not experienced in discussing legal matters with the public. My background is chemistry and science so if you feel you can fill in somewhere to give your audience a more clear cut or better education please feel free to do so.

[Ralph] No, that’s fine. We’re doing great. I just wanted to add that little point because people need to have some understanding that these terms and stuff that they probably never heard them. They don’t know what they mean. Anyway, let’s go ahead here, we got a hell of a story here coming up. It’s a hell of a situation.

[Donna] Well, nevertheless I went to the first hearing and it was a motion to strike and a motion for more a definite statement, this, that and the other thing. I immediately accused the attorney of being an interloper and an inter-meddler and I didn’t know who he was and there was no evidence in the record that he actually represented the bank and there was record that a bond was filed in the case to indemnify me in case I was injured in all of this. And, nevertheless, the judge said they don’t need to, they don’t have to, they’re not required to do that and I realized, right away, that something was very wrong. And I survived the first hearing and then I made it to the next hearing and then eventually there was something called the final summary judgment and what had happened was as you’re hearing about all this fraud…taking place in Florida—this all happened to me three years ago so this is old news to me but had happened was when they submitted an affidavit into the record with regard to what I supposedly owed Washington Mutual Bank they made an error. The affidavit was completed and signed by a vice-president of Wells Fargo Bank.

[Ralph] How did we get banks mixed up? This ought to be good. I want to hear this one.

[Donna] I let the attorney speak. And, by the way, the bank never makes an appearance in the case and your audience should know right way, if they’re wanting to help anybody in a case offer to pay the $50 to have a court reporter come in and at least be able to get for and on the record the bank has not made an appearance, has not made a presence here in the courtroom today—very, very important because you will notice that the bank never shows up and the attorneys are all on the telephone. So that’s extremely significant in a case when you want to make a record if you ever want to come back and get your property because I promise your audience there will be a way even if you’ve lost your home today to come back and get it in the future. But nevertheless after I allowed the attorney to speak his mind and tell the judge what he had to say and the other thing your audience needs to know is this, the judge will do all the talking. The attorney may do a lot of hemming and hawing and he may do a lot of stuttering but in the end it will be the judge that’s prosecuting the case and that’s something else your audience should know. As soon as the judge asks a question and he’s going to be very polite and very honest sounding and he’s going to be extremely pan faced because these judges are trained to be this way. They are trained to seduce you into answering questions about documents that have not been yet entered into evidence. So, again, if any of your audience is listening and you want to help somebody out and you think they’re going to be going to court tomorrow or the day after or the day after that you let them know what you tell the judge in the most polite…

Well, I was last speaking about was the summary judgment hearing where the affidavit submitted by the attorneys allegedly representing the bank, of Washington Mutual Bank. I had filed the papers from Wells Fargo claiming that they knew the books and records that had first-hand knowledge regarding my account. So anyway, after I let the attorney speak and say everything he had to say I just mentioned to the judge that he should take a look at the affidavit. I said, ‘when’s the last time you took a look at this affidavit and did you as a matter of fact read it at all? And he goes, ‘well, I guess I did a while ago but I don’t remember. So I said, ‘well, would you please take a look at it now because got to see that it’s from the wrong bank. And, of course, he hemmed and hawed and when a judge doesn’t know what to say and they’re put on the spot they will always throw it back at the attorney. So the judge asked him, ‘and so, sir, Mr. Rothman, what do have to say to that?’ And, of course, he hemmed and hawed. It was the longest pause that you could ever imagine. I wouldn’t be surprised if it was as long as a minute. This guy did not know what to say and then finally when he did stutter and stammer he said, ‘I don’t know what to say.’ And so, anyway, that’s when the judge left it under advisement and, of course, he denied the summary judgment that day on May 5th. But your audience needs to know that I knew about evidence. I’m very fortunate to work with people that know about evidence, know what it requires to enter evidence and no judge has any business asking you any question until the document that they speak of or that they’re asking you about has been entered into evidence by somebody with first-hand intimate knowledge about that document.

[Ralph] Would it be true to say that entering evidence you have to give a copy to the other side, a copy to the judge and then, if so, do we enter this or not in evidence if it’s going to be an open court?

[Donna] Well, not only that but it needs to be special type of hearing. In order to properly notice the other side of an evidentiary hearing you must set a date and a time with the judicial assistant of the judge and you must put out a notice that it will be an evidentiary hearing and you must let the other side know the evidence that you intend to enter so that they can prepare for cross examination. Because not only is it important for the witness to have first-hand knowledge about the document that’s going to be entered into evidence, they must be prepared to undergo the cross examination of the opposing side. So this is where an affidavit is worth, all these affidavits, the importance of an affidavit is that it’s giving notice to the other side or what the witness is able to testify to and, again, it’s preparation and I notice that he or she are willing to undergo the cross examination of the adversary. So, anyway, I’ve done that three, four, five times in the course of this three years, two and a half, three years that I was fighting this I had done everything properly by the book and, of course, was denied. I had it scheduled, it was ready to go, everything was on-going and all of a sudden the judge would cancel the hearing and then not let me know when it was going to be rescheduled or he would cancel the hearing, re-schedule my hearing but then re-schedule it so that it would no longer an evidentiary hearing. Most people have to realize out in your audience that an evidentiary hearing is different than a regular argument hearing. So, nevertheless, this is how the railroading and the steamrolling occurred over the two and a half to three years that I would thwart their efforts and then I would try to push ahead with my case. And as soon as I put the first piece of evidence in I won because the bank had nothing, because in reality those attorneys are not representing the original lenders and the banks. They are representing Freddy Mac and Fanny Mae and I’m giving you a tremendous piece of information here.

[Ralph] Marcs, isn’t it, too.

[Donna] Yes, but the most important thing about Freddy Mac and Fanny Mae is that they are un-registered, un-licensed entities to do business in any of the states, any of the fifty states, so they would never have any standing in a court of law to file a claim against one. So this is where the attorneys are putting the servicer bank up in front as a strawman. They’re using MERS for the same reason, Ralph. But nevertheless the easier route to go is to put a Washington Mutual or a Wells Fargo or Deutche Bank or a JP Morgan Chase in front of Freddy Mac and Fanny Mae. Now, once you start the discovery process you will be immediately thwarted because they do not want you to find that bit of information out. The servicer has no standing to file a claim against you. No one but the original lender has the ability or the standing to file a claim against one. Most people do not know all of these intricacies and all of these details and this is where they’re steamrolling over people because I was sitting in court the other day watching foreclosures, final summary judgment take place and I was watching how the judges were seducing the people into…

Summary judgment, that part he denied the bank’s summary judgment and again the case progressed and once again I tried to push forward with trying to put evidence in. I other side would come in and… And really it wasn’t the other side. It was the judge who’s doing the prosecuting. So this is what your audience needs to be able to recognize that as soon as the judge starts asking you questions—and I’ve done this before—I said, ‘sir, you have just become my adversary. By you taking the position of the attorney and asking me these questions you are now prosecuting the case. You are no longer in a neutral position.’ And the audience needs to know that once the judge starts asking questions, you just very politely as you possibly can say, ‘I’m not interested in answering any questions until the documents that you speak of are put into evidence and then I’ll be happy to answer all of your questions.’ So, what they’re trying to do is have you be witness against yourself. And they’re doing it in a very seductive way because the judges are trained to be very polite and kind and even-tempered and they don’t inflect their voice in any way. They look like they’re just honestly trying to do their job but that’s not quite the case.

[Ralph] I have a question. In your experience can they have a summary judgment until they have an evidentiary hearing?

[Donna] Absolutely not, but they’re doing it everyday. They cannot close a case until everyone has closed on their evidence is really the way it should work. And in a summary judgment hearing there should be no material fact in dispute and there always is but they’re going to go ahead and steamroll anyway because they know that the man or woman or the couple that’s sitting in the chambers or in a courtroom doesn’t know about evidence. They don’t know about the fact that the judge should not be asking them any questions. They don’t understand all of these details about courtroom procedure that an evidentiary hearing is different than an argumentative hearing. But I can tell you, right now, if your audience knew that they can file an affidavit that up to two days before the final summary judgment hearing with a specific set of facts you can thwart and stop any final summary judgment ruling in favor of the bank and it would be denied.

[Ralph] Have you tried…these deeds of trust are actually usually recorded and become a public record. Have you tried entering those into evidence under judicial notice so they have to take it as true because it’s a public record?

[Donna] You would not file the note. You would not want to file the note as evidence. You would not want to file the deed of trust as evidence. You would not want to have anything to do with filing your warrantee deed into evidence. That would probably be a discussion for another show as to why you would not want to do that and, actually, I will let you know that finally when the judge was interrogating me, one day, and have this all on transcripts because the beauty of where I am is that I was able to afford to buy the transcripts. I can make the movies, word for word, verbatim, because I have all the transcripts. So when a judge was putting pressure on me and saying, ‘did you get a mortgage, did you sign these papers, did you put your pen with ink to the paper and sign these documents,’ and I could tell he was getting frustrated. And I simply said that I’ll be happy, sir, to answer any and all of your questions just as soon as the documents of which you speak of are entered into evidence.

[Ralph] That’s probably a whole mouthful of what has application to tons of cases, not only just foreclosure.

[Donna] Absolutely, and this guy you could tell he threw back the chair—he didn’t know where to go from there. But nevertheless what they’ve done to me is just unconscionable. When they cancelled one of my evidentiary hearings what the judge did is he consolidated four hearings into one. I actually had four attorneys against me at one time along with the DOJ guy, the IRS, US attorney from Tampa over the telephone. And then, of course, the judge was against me too. So it was six against one and one of the attorneys was representing the president of Washington Mutual Bank, Steven J. Rotella, from Washington State. And nevertheless what they did is they purposely consolidated all the hearings and then the judge coached the bailiff that when he gave him a certain signal that he was to come stand like six inches in front of my face to try to intimidate me. So they already had all this planned. By the time I was half way into this, the judge would take a week off so they could send him to judge’s school, so they could coach him on how to conduct the hearing when I was there. And I knew that because these judges in my case, and again I recused—two of them were recused. Finally, the third one did the dirty deed and he had conducted a trial. It was a mock trial and I said in the very beginning that you don’t have subject matter jurisdiction over this case, you don’t have in personam jurisdiction and I explained why and when he ruled that there was subject matter and there was in personam, I just simply said, ‘well then, you know what, I’m going to refuse to participate in your kangaroo court. I refuse to participate as a witness and conduct a fraud against myself. But I’ll tell you what I’m going to do, sir, I’m going to sit back in the gallery here and I’m going to witness you commit crimes and I’m going to get it on the record because the court reporter’s sitting right there.’ And at that moment I just picked up my books, I went through the swinging door and I sat in the gallery and as painful as it was I watched the alleged attorney representing the alleged creditor, Washington Mutual Bank, put on an alleged witness from Wells Fargo Bank give testimony and witness to how she had first-hand knowledge about books and records from Washington Mutual Bank. So I sat there for an hour and, of course, the dirty deed was done. He issued the order. He then had the house up for sale. It used to be called a sheriff’s sale, now it’s called a judicial sale which is illegal as all heck and they sold the house and then about approximately a month later the sheriff came to the door with a writ of possession and immediately I realized that the writ of possession was based on landlord tenant law. The writ of possession was based on Chapter 82 here in the Florida statutes which is predicated upon a landlord tenant agreement existing. And I tried to notice the judge and the sheriff that they were making a very big mistake, that the law, that the writ of possession was based on was bogus. There was no such landlord tenant agreement anywhere as subject matter within the case and approximately 24 hours later five deputy sheriffs from Volusia County, Florida, two Homeland Security personnel and the private security of the gated community that I lived here in Fort Orange, Florida all participated in—and the alleged owner of the property that bought it at the sheriff’s sale drilled the front deadbolt and the front lock off the door. And I was screaming, ‘I do not give you permission to enter.’ I was beside myself. It was probably one of the most frightening things I’ve ever been through but nevertheless they drilled the deadbolt and front door lock and entered and threatened me. And every one of these deputy sheriffs they either had two guns and a taser or two tasers and a gun. At that time they had their hands on the guns, hands on the tasers, telling me that they would do anything they had to do to remove me from the property. And I fought it and I resisted for a while and then I had to make the decision how could I possibly fight the fight if I was in jail. So, I made the decision as much as it hurt me because I knew what they were going to do. They were going to use me leaving the property as the excuse to say that I had abandoned the property, and I did not intend to abandon the property. So, a friend of mine had video taped the entire event and I said, ‘I’m not leaving of my own volition. This is under duress, under threat and under coercion and under threat of bodily injury because I don’t believe I could survive a tasering. I’m going to leave the house but I’m not doing it of my own volition. And the deputy sheriff—they had a woman there because they wanted to let me know that they were ready to arrest me if they had to. I just said, ‘alright, I’m going to take my cat.’ All I was worried about was the cat and picked up the cat and I left. And the cat was brave. As soon as I brought the cat outside the cat snuck back in the house. The cat was taking a nap upstairs and the cat knew where the cat belonged. The cat knew where its home was and he snuck back into the house while all of the ruckus was going on. I ended up leaving the house with the cat and the cat food and the cat dishes and the clothing on my back and I left and I walked down the driveway with the cat in my arms and as soon as crossed the street on my neighbor’s property the sheriff said exactly what I knew they were going to say, ‘Donna Baran,’ you have now officially abandoned the property.

[Ralph] Lovely.

[Donna] And so I have witnesses. I have everything on video tape and nevertheless they must have thought that I was going to curdle up in a ball and go away and feel defeated and this is the psychological warfare that our government and their minions called sheriff’s and Homeland Security, the war they’ve waged against us, but they did not know who Donna Baran was. And it took me a few days to mourn everything that I had left behind in the house and I luckily had a neighbor that had helped me out and gave me a place to stay in a vacant home that she owned and I got my wits together in a few days and started filing papers again and I’ve been fighting ever since.

[Ralph] And that’s been, what, three years ago or four years ago?

[Donna] This is now approaching four years. And your audience needs to know that some extraordinary things have happened within the last thirty days so there is hope for all of us. I don’t want to leave your audience without hope. I want them to know the rest of the story which is all good news. What needs to be said is I filed several more papers in the court that the court never had subject matter jurisdiction. All of them were ignored and that had been going on for another year after I was removed from the property. Recently and during the course of that year I had filed an appeal case in the Fifth District Court of Appeals thinking that I might get remedy through the appeals court. And I made the issue the original note and mortgage that there was no original note and mortgage in the case and more importantly than that—and this something else your audience needs to know—it isn’t even the note and mortgage that’s important. It’s something called title papers. The title papers are the document that describes where the note and mortgage documents have been, the originals have been in whose possession they have been. And in essence is the equivalent of what an abstract of title would be for a real home. Since now these documents represent your home and they represent the title to your home what would be required in a court of law in order to prove the chain of custody of where these documents have been and in whose possession they have been and who would have the first-hand intimate knowledge to be able to put them into evidence. Those two must be attached to the note and mortgage.

[Ralph] And, now, what are they called again?

[Donna] They’re called title pages or title papers. In Blacks Law Dictionary they’re referred to as title papers.

[Ralph] Where do you get those?

[Donna] That’s a good question. Who has them and why aren’t they being brought forward? The ones who claim to be in possession of the note and mortgage they must be in possession of the note and the mortgage at the same time. Must is the party that must have the title papers.

[Ralph] And when you say mortgage, are you talking about the deed of trust?

[Donna] I’m talking about the deed of trust. It must be the original and the original note and they must be together—they cannot be separated.

[Ralph] So, now, if Wells Fargo was actually loaning the money Wells Fargo should have been required to make an appearance into this case—right?

[Donna] Correct. The original lender is the only one who has standing otherwise you must add all the indispensable parties. Let’s say in my case I’ve been making payments on that note for thirteen and a half years so I’ve had the note transferred allegedly three or four or five times. All five of those parties must be named in the case because they are all indispensable. Why? Because all five of those parties would be somewhere documented on the title papers when the note and mortgage were supposedly transferred from party to party to party.

[Ralph] It looks to me like a guy could put in a summary judgment because there’s no evidence been entered and none of these parties have made an appearance.

[Donna] That’s exactly right and all the indispensable parties… They break all the rules. There’s like seven reasons that the case may be dismissed upon and they don’t meet any of the criteria for any of the seven.

[Ralph] Do you know the seven?

[Donna] Well, of course, there’s subject matter jurisdiction. There is proper service—all indispensable parties have not been named, all the proper parties have not been joined. In the course of the conversation I’m sure all of them will come up, but, right now, they’re not coming to me. But, nevertheless, they are in the Rules of Civil Procedure, all seven of them and they don’t meet any of the criteria. So, again, all this has been learned in the course of the three years. I want your audience to know that I’m perfectly ok with not knowing what I’m going to do tomorrow. I have faith in the Almighty Creator that He will point me towards the evidence of what I need today and that’s really the way I operate, not with knowing absolutely everything. But another subject matter that your audience must be familiar with is that there is a way to stop any foreclosure including the non-judicial foreclosures… I’d like your audience to know is what you would have to do in a non-judicial foreclosure state is you would have to file a claim. You’d have to file and after that there would be a counterclaim when you get the original foreclosure papers. And I want your audience to know the type of actions that you would be filing in order to fight a non-judicial foreclosure. And many people probably haven’t heard of these types of actions because they’re actions in the common law. And that’s really the only place you want to fight a foreclosure is in law or at law. What’s happening is these claims are occurring, what are called in rem and they’re called in equity and equity law is used to prosecute the case. But what my research has found is that there is a way to turn the case around to become one in law or at law and that would be the common law and that there are certain rules in the common law that the court and the criminals trying to take your property, the banks cannot get around. And I’m going to mention some of these terms and if you want to interject then and define for the audience or get more into specifics about what these are, you’re welcome to do that, Ralph. It would be an action to quiet title. It would be an action to reform the note and mortgage. It would be an action of reformation. And these are all actions that affect the title, the title of the property. And there’s also an action called cancellation of the note and mortgage. As a matter of fact I have a case here, Ocean Bank v. the Chief Financial Officer of the State of Florida that clearly the appellate court states that the proper action in order to fight a foreclosure is a cancellation of the mortgage action.

[Ralph] Do you have the case cite of that?

[Donna] I will flip through the pages here. I will give you five extraordinary cases while we’re on the subject, right now, and if your audience can cross reference with their own state law I assure you that these actions or use them under the full faith and credit clause. I will be happy to give your audience five or six extraordinary cases. Hang on, here. This is one is :

*Ocean Bank v. State of Florida, Department of Financial Services,* 902 So 2nd, 833.

Number two is:

*State of Florida Department of Natural Resources v. Antioch University,* 533 So 2nd 869—quieting the title. Extraordinary quotes out of these cases. They’ll win any foreclosure case.

The next one is:

*Georgia Casualty Company v. O’Donnell* 147 So, 267.

Now, that’s an older case. Well, that goes to venue. Now, venue’s going to be a very important term for your audience here.

The next one is (involves the local action rule):

*The Board of Trustees of the Internal Improvement Trust Fund v. Mobil Oil Corporation*, 455 So 2nd , page 412. (1984 case).

And another extraordinary one—I mean this is an education in and of itself—is called:

*Public Supermarket, great chain of supermarkets, PUBLIX Supermarkets, Inc. v. Cheeseboro Roofing Inc.* 502 So 2nd, page 484.

And I just found another one that your audience has to have. This is an extraordinary one. It doesn’t say it any clearer here when it says, local action rule governing a mortgage foreclosure action is one of subject matter jurisdiction. And here is the importance because that is an issue that cannot be waived. Subject matter jurisdiction is extremely important and this case is called:

*Hudlett v. Sanderson,* 715 So 2nd, page 1050. (1998 case)

So, that’s rather recent.

[Ralph] You’re getting more information from Donna, today, than you would if you went down and got some high-powered attorney and spent five or ten thousand dollars and got screwed. Go ahead, Donna.

[Donna] Well, you know what, experiential knowledge is so important and as I told you earlier this afternoon I had to cut myself off from all the information out there and get into it myself and ask God for the guidance and go down the path that I was being guided. And as you know, that US is putting out disinformation and misinformation so a lot of the hard work that I’ve had to go through had to be to sift away all of the misinformation and the disinformation and, of course, the actual experience in the courtroom—you can’t compare anything to that. I’ve seen it first hand. Nobody’s going to tell me what’s going on because I have watched it and not only that but I’ve had the ability to buy the transcripts so that I can read over and over and over again what is happening. I mean, this is a little side note, right now, this is just a little for your information only for your audience, but I actually had a judge say in one of the transcripts after my objection he allowed the attorneys to enter into the case, he actually said, ‘now, the brokerage firm has entered the case.’ He didn’t say law firm. He said, ‘the brokerage firm has now entered the case.’ Do understand what’s happening here, Ralph?

[Ralph] Yes, I think I do. Go ahead and tell the audience…

[Donna] They are having bonding companies and warrants—this is an entirely different issue—but what your audience needs to know is they are creating securities that they are then trading on the stock market and the law firms are given. Part of their license to practice law is a license to steal. It is the license to steal all of this commercial paper that’s generated through the court case. All of this is going on behind the scenes and these are documents that most of us have never seen. However, we know they now exist because we’re getting evidence and bits and pieces from different sources that this is what’s going on behind the scenes. So this judge while he kind of lost track of what he was saying or not paying attention to what he was saying, all I remember is he said it. I turned around to the witnesses that I had with me. We all looked at each other very quizzically, did we hear what we thought we heard? So we are all thinking the same thing. And then when we walked out of the chambers we all agreed when we get the transcripts we’re going to see if the judge actually said, ‘now, the brokerage firm has entered the case.’ Sure enough, ten days later when I got the transcript that’s exactly what he said.

[Ralph] Well, I want to point out an important issue here and I know it’s real expensive to do. The ones that I’ve been involved in research, you can’t do anything if you don’t get the transcripts.

[Donna] Right. You’re screwed. You’re just screwed. However they try to steamroll over me and some people call it the wood chipper—I call it the steamroller. If just have to tell your audience if they want to picture what I look like, do you remember that clown, when you were a kid you got to punch this little clown that you blew up with hot air and the clown, you could punch it and it would kind of stay down for a few seconds but then after five seconds it would just slowly make its way back up.

[Ralph] That’s you—huh?

[Donna] You can punch me and I end up on the ground and it hurts—don’t get me wrong. I want your audience to know every bit of this hurts. It’s very, very difficult. But you know what, if I don’t look back at it and laugh at it and find a way to learn from it then they have made a victim out of me and I refuse to let that happen. It’s a combination of Energizer Bunny as well as this clown that you punch. It stays down for a delayed action for a few seconds and then it comes right back up. And that’s where I am today—I’m up. And I’m about to get my property back—I know it. The court has had to take a complete reversal and this is what I’d like to talk with your audience—let’s finish up the story and then I’m happy to take any questions from you or any of your audience and what I want the audience to know, now, is that I put in some extraordinary papers regarding the terms, local action rules and venue. And we’ll go into that as much as you want me to go into that…

[Ralph] Let’s just go on here. The rest of the hour is yours. Let’s get out what you’ve been doing and the astounding thing that you’re getting back now.

[Donna] Yeah, that all of a sudden I put in these papers and I called for a hearing and I let the judge’s JA know I wanted to have a hearing with regard to this matter and all of a sudden something extraordinary happened. Out of the blue the court issued an order, a notice and order sui sponte. And for you audience that means spontaneously on its own motion that means that it didn’t have anything to do with any papers I put in. And it didn’t have anything to do with any papers the bank or any of my adversaries put in. On its own motion after three and a half years the judge has now found out there’s problems with the fact that all the parties were not properly served. And the rule he actually cited Rule 1.070J. It had to do with all the parties not being served within a hundred twenty day period that all the proper parties must be served. Now, if all of those proper parties aren’t served they must be dropped as parties before any of the proceedings may begin.

[Ralph] That must be the people that hold the paper that the paper’s been sent to here, to here, to here, and if they weren’t a party they should have been a party—right?

[Donna] Right. If they were a party, a proper party and they were not properly served the plaintiff had to drop them as parties before the action commenced. And so now, this judge is sending me papers—you know what, I see here that this party wasn’t served and this party wasn’t served and I don’t see anything to this evidence and I don’t—well, most importantly he doesn’t see anything in the evidence and he doesn’t see anything in the records that the court allowed more than 120 days for proper service. So now, he’s issued what’s called an order to show cause. He’s making the attorneys come up with the proof that what he’s saying is wrong. And he gave them 30 days to do that. And then the statement goes on to say if you don’t provide the proof the court is going to have to dismiss this case.

[Ralph] And what does that mean?

[Donna] That means they have to restore me to the place that I was in before the lis pendens was filed. That means that all the orders in the case against me, adversarial to me, all the orders that were against my position will have to be voided and nullified. That means that the people living in my house now that were given a fraudulent conveyance to own my home will have to move out. That means that the parties that underwrote the case will have to spend a lot of money to send me around the world so that I can collect all the belongings that they took from me because I haven’t told your audience that I’ve traveled around the world, lived in China for a year and all kinds of extremely interesting places and collected my furniture and my possessions from all over the world. They will have to replace everything that was in my house and they will have to remove the lis pendens from the public record.

[Ralph] Now, if I could summarize this if I’m following you here. First of all, there has to be an evidentiary hearing to enter the deed of trust and true and correct copies of the original note and the original deed of trust. Is that correct?

[Donna] That’s correct.

[Ralph] And then, anybody where they keep selling, discounting, and re-selling it and re-selling it, those are all interested parties that have to be a party to this case.

[Donna] That’s correct—yes.

[Ralph] Now, let’s see if I’m summarizing this and then please correct me when I get through here. First of all, there has to be an original mortgage which is the deed of trust and an original note. And there has to be a certified true and correct copy entered into the evidence to adjudicate over—is that correct?

[Donna] No, that is not correct, Ralph. The note must be the original note, wet-ink signature with the title papers.

[Ralph] So, it has to be brought into the court for the judge to examine then?

[Donna] It actually has to be in evidence. There’s no proof that it’s actually the original note and mortgage until it is actually entered into evidence. See, in my case what I did after the fact, after they had the kangaroo court and the mock trial or whatever the heck you want to call it. It was a joke and it was a criminal act and it was simulation of a legal process. I actually hired a forensic document examiner to come in and the day after the trial she was available. She came to me in the courtroom in the court building. We got the note and mortgage from the one that they put into evidence and we got the entire record that at that time was probably about two to three feet high—that’s how long this case had been going and she brought in all her lighting equipment and she brought in all of her magnifying lenses. She brought in all of her equipment and they actually had one of the clerks watch us as she did her examination. And she whispered a few things, she didn’t want to go into details but at the end of the examination she said, ‘you do not have the original note and mortgage either in the evidence file where it belongs nor do you have it in the records.’ She was able to state under her credentials and under her experience of twenty years that neither was the original note and mortgage in the evidence file nor was it in the records. She said, ‘as a matter of fact, I see anomalies here.’ She started to ask the clerk, ‘who put these writings, who wrote with red ink onto the note? Who did this? Who wrote here? Who made this mark?’ She goes, ‘do you realize you’ve invalidated this document.? Do you realize you voided this document? Who did this?’ And the clerk just shrugged her shoulders and said, ‘I don’t know, I’m just the appeals clerk….’ She, of course, feigned ignorance and ‘I don’t know, I don’t know,’ and so anyway she was making all kinds of remarks with the way that the documents were written all over and marked up and your note and your mortgage cannot be touched. There should not be an endorsement on them. The reason there shouldn’t be any stamps or markings on them is your signature is the most important private property you will ever have in your entire life, the ability to sign your name to documents. That is your property. The fact that anybody has modified or altered them in any way will invalidate them.

[Ralph] Well, they don’t ever enter them into the court.

[Donna] No, they don’t. This is the point, people do not know this and they all walk in like lambs to slaughter and I’m watching it and I’m seeing it and it breaks my heart and I’m wanting to get the word out and I believe after three or four years, I’m not really concerned, I just want your audience to know that I’m not suicidal and I don’t plan to kill myself any time soon.

[Ralph] Ok, well, this is good information because I would think that a certified and true and correct copy by the custodian but what you’re saying actually makes more sense. The original has to be there because once it’s adjudicated then that’s what makes the case stand is the original note is there to back up the case.

[Donna] That’s exactly right. And you do not want to help the case at all by putting any documents in nor do you want—you don’t want to answer the first question about the document until, sir, I attend an evidentiary hearing and someone from the opposing side is able to put this document into evidence and is willing to undergo my cross examination.

[Ralph] Now, I got a question here. When you say evidentiary hearing instead of like if they had a trial you could enter evidence. But you’re saying evidentiary hearing prior to that. What are you relying upon that there must be an evidentiary hearing to enter evidence into the court?

[Donna] Well, because most of the judges ruling in order to have a finding of fact and conclusion of law must be based on documents or a testimony entered into evidence. And most people don’t know that most of the cases that go to appeals court end up in appeals court because the judge made a ruling without evidence, without an evidentiary hearing.

[Ralph] So now, we have to have the original documents into the case to get a foreclosure…

[Donna] And the title papers.

[Ralph] And the title papers—now, where do we get the title papers, again? Have you actually seen the title papers to your property?

[Donna] There was one set by mistake entered into the public records. You know the reason why you’ll never see the title papers?

[Ralph] No.

[Donna] Because it was marked ‘mortgage satisfied in full’.

[Ralph] Because of the mortgage insurance?

[Donna] No, because your signature created the money in order to pay the mortgage off the moment you signed your name to the paper.

[Ralph] So how do we get that? Oh, that would be a killer.

[Donna] Oh, that’s what they’re hiding. That’s what you have a right to get discovery of and that’s the first thing you should be asking the attorneys on the other side, ‘I want the original note, I want to see the original mortgage document and I want to see the title papers.’

[Ralph] Up to this point the original documents have to be filed because in reality that court has to adjudicate over the original documents—correct?

[Donna] Correct and they have to be in the record before or at the time the action is filed. Not only do they have to be there, they really have to be there before the action is filed that that’s a prerequisite. It’s important that the court has them there in their possession at the time that the action is filed.

[Ralph] So if there’s an action filed they should be attached, this is the original documents that gives you subject matter jurisdiction to adjudicate.

[Donna] And let me tell you something else, because we talked about the value of the document, do you know the only place that those documents can be? In the court vault. Because of the value of those documents, because people don’t understand, we don’t understand what commercial paper is, we’re not taught about what our monetary system is based upon and like Henry Ford said, ‘if the people of this country knew what the monetary system and the banks of this country were based on there would be a revolution in the streets before the next sunrise. The point of it is, is if they are those original documents, if they’re the real thing there’s no other place that those documents can be than the vault of the court.

[Ralph] Why is that?

[Donna] They would have to be protecting some very, very valuable property. For instance, if the note had a face value of about $165, 000 like it did in my case the original note would have at least that amount of value—at least. And then the deed of trust has value too because it is also what’s called a security. It’s this commercial paper that a lot of… And I don’t claim to know a lot about it. I haven’t delved into that aspect of it but I know that what they’re doing is stealing these valuable instruments that should belong to us and they are converting it to their own use and that’s why that judge made that comment, ‘now, the brokerage firm has entered the case.’

[Ralph] Something that I have experienced in the commercial security agreements, a Jewish shitar is in the UCC. The debt is not terminated until the original documents are returned to the person that attached the signature.

[Donna] That’s correct and here in the appellate court, the 5th District Court of Appeal, right here in Daytona Beach, Florida the chief justice has—it’s a very famous case and it’s a famous statement. He said, ‘it must be taken out of the stream of commerce so that it can never harm you again so it cannot hurt you.

[Ralph] And that made you get the original back again. Yeah, the original’s got to be killed.

[Donna] Yes. So, most people don’t even realize that most of these notes that are in the record are just nothing but black and white copies.

[Ralph] Which are worthless.

[Donna] They’re worthless.

[Ralph] So when you go up on appeal there’s no evidence so therefore you lose.

[Donna] Who loses—they should lose.

[Ralph] Well, I know but I mean when you go up on appeal there’s a right but the thing is if you don’t plead the case there’s no evidence for this case so how did I get screwed here if there’s no evidence?

[Donna] Right. That’s the point I’m making is that if we just taught America the rules of evidence in a court of law we could defeat every foreclosure case in earth.

[Ralph] And the parties aren’t all there that have been selling these and hypothecating this into God knows how many hundreds of thousands of dollars.

[Donna] That’s correct and all the parties are not present in order to give first-hand knowledge of how it was passed along from one party to another. But now, I’m going to give your audience some piece of information that hardly anybody knows that I’ve just come upon and that is that these documents, the note, the mortgage and the application for the credit to obtain the supposed loans must have a notice on the document that the credit transaction is based upon what’s called a consumer transaction meaning you are the end user of the product. You are not going to use the house to fix up, you’re not going to re-sell it, you’re not going to speculate with it, you’re not going to anything but raise your family and use it for household purposes, private purposes. You’re going to live, you’re going to sleep, you’re going to eat in that home, it’s your homestead, it’s your domicile and your homestead. So now, when a purchase is made for an automobile that you’re going to use for your personal transportation, when you’re going to buy a home for your personal and family use, when you’re going to buy food in a store, when you’re going to buy things that you’re not going to re-sell or use to create another product there must be a notice on that document stating that the signer of this document will always have the ultimate right, title, claim and defense to the document. This is very, very, very important because most people do not realize when they walk into the court the court is going to be adjudicating their foreclosure case with commercial banking law. Well, you say, ‘your honor, I’m not a banker. Your honor, I’m not a speculator. You’re honor, I’m not a securities and exchange broker. Your honor, you’re not adjudicating the proper subject matter here. This was a home purchase for household consumer purposes. You are using the uniform commercial code. You are using banking law. You are using securities and exchange law against me. You are using the wrong set of laws. What you should be using because I’m a man or woman standing before you, is you should be using the state constitution. This is what venue is. This is where venue is very important. And I did think of the seven reasons that you can have the case dismissed and one of them is improper venue:

1.      subject matter jurisdiction

2.      improper venue

3.      misjoinder or non-joinder of parties.

4.      not including all indispensable parties.

5.      failure to state a claim upon which relief can be granted.

Now, I’m missing the sixth and seventh but we’ll get to it. I swear I’ll…

[Ralph] Ok, no, you’re doing—go ahead.

[Donna] In a few minutes I’m going to think of them because I had them a few minutes ago. Now I can’t think of the other two. But venue is very, very, very important because venue determines the kind of law that’s going to be used to prosecute or to adjudicate the merits of the case. Now, if you are not a merchant banker, if you are not a speculative banker, if you are not a securities and exchange broker, you did not intend to create securities, you intended to get what’s called a purchase money loan as the consumer, the end user, the house being purchased to raise your family and to live in and eat and sleep and be domiciled in and as your homestead—that’s a very important term, as well. So, what you say to the judge is ‘wait a minute, wait a minute, you’re using the wrong law—wait a minute, there’s something very wrong here. They’re using the Uniform Commercial Code, well, sir, I’m sorry but you’ve made a mistake here. We’re in the wrong venue. I’m in the wrong courtroom. And you look around and you take a look and you say, ‘I’m sorry, I thought I was in a court of law in the State of Florida. I didn’t realize that I was in the District of Columbia. I didn’t realize I was in Washington, D.C. I didn’t realize I was in a federal territory,’ because what they’re secretly doing is using federal territorial law which is the same as what the banking law is, it’s what the Securities and Exchange law is. It is a different form of law than is allowed to be used because if your land is in a county of Volusia like mine is in the State of Florida only the laws of Florida can adjudicate over the case. The federal laws have no business in it.

[Ralph] Ok where are we going to find that in the UCC? You were saying there’s got to be something on the document.

[Donna] Well, disclaimer or notice that needs to be on your note and mortgage and this is where these title companies are included and involved in the fraud. And here in Florida all the title companies are owned by attorneys. And attorneys are the ones that they don’t even realize what they’re doing but they are pledging with the documents that they create they pledge people’s private property to be used for public use by the United States and they don’t even realize they’re doing it. But nevertheless these documents that we’re signing should have a disclaimer on them that the maker and signer of the document will always have the ability to say, ‘wait a minute, that’s mine, that’s my signature, that’s my property, that is of value to me and if I say you can’t use it, you can’t use it.’ It’s mine, it’s my personal private property and my signature. Adhering a signature to a document is a private transaction. So, now, back to the UCC, is that commercial law that they’re using, there’s even a remedy in that commercial law and that’s under secure transactions of which a mortgage transaction is. And that is under Article 9 under section 403 and 404. It clearly states that there must be a statement on the document when the transaction is based on a household consumer protected transaction. If it’s used for household personal family purposes there must be a notice, it must be a notice in bold print and it must be at least in ten font size. So, it is your way out. It is your remedy. It is the door to saying to the court, ‘I’m not letting you use these documents and I’m not letting you use commercial law to adjudicate this case.’ And the most important thing that the Uniform Commercial Code states under Article 9, Section 403 and 404 is if the notice is not upon the document the court is to treat it like if it were there anyway.

[Ralph] Lovely. I like that.

[Donna] It states, if the notice –and in the UCC it’s referred to as a statement rather than a notice, it clearly states—now, this is where consumer protections are and they have very cleverly hidden these protections. And I’ll tell you how I know they’ve cleverly hidden them, Ralph. I was doing research about this law that states that this disclaimer and notice must be on any credit transaction. That includes a credit card application. That includes a car loan application. That includes, of course, the credit transaction in order to buy a home, anything that you are going to use for family purposes. And when I was doing the research I somehow got onto this website where it was bankers asking other bankers questions. As a matter of fact it was called bankersonline.com and the reason I know that’s very well hidden, what they’ve done, cleverly hidden, is because it was a banker asking another banker a question and he said, ‘look, I don’t understand, I found the law that this notice has to be on all these documents but I don’t see this notice anywhere on any of the note and mortgages. So, am I wrong, did they repeal the law, what’s going on here? I found the law, I see that it exists but I don’t see the actual notice on any of the documents.’ So, what I did when I read that banker asking another banker the question is I called the Federal Trade Commission—I did this just the other day. And I said, ‘is that rule in the 16 CFR, part 433, is that still active law?’ And he said, ‘oh, I know what you’re talking about. You’re talking about the Consumer Defenses and Claims Rule,’ and I said, ‘that’s exactly what I’m talking about and now I want to hear from you that it’s not been repealed.’ He said, ‘Miss Baran, it has not been repealed.’ It’s also called the holder-in-due-course rule. So, this is what should be on all the documents, on all the consumer credit-based transactions that we enter into and this is our remedy from the very harsh commercial law that’s being used against us. You have the right to say, ‘wait, wait, wait I’m not a merchant banker.’ You have the right to do all of this regulating and all of this control and all of this taxation, do what you want for these bankers, the ones that are securitizing, the ones that are doing all the speculating on Wall Street. Those are the people that get regulated, they’re the ones that get taxed because they’re the ones that are doing business. I entered this transaction to raise my family, to feed my family, to give my family shelter, to give my family domicile and to give them stability. So you can’t use that commercial law on this case. Most people don’t know. I got to the point, Ralph, that I said to the judge, ‘I believe you’re lying to me. I believe you’re not telling me the truth. I believe you’ve become my adversary. I believe you work for the bank. There’s no reason why we can’t talk this way and I’ve told these judges, ‘I don’t believe you, I don’t trust you, I think you’re lying to me. Are you being paid to lie to me? What is going on here, you’re using the wrong law, you’re using the wrong forum, you’re using the wrong venue. This has nothing to do with commercial banking. It has nothing to do with speculative merchant banking.

[Ralph] I have a another question to interject here. I want to get your comment on this that we talked about before. Is that a valid contract? I don’t see two signatures on any of that, do you?

[Donna] What your audience should know is they’ve been tricked into signing a pledge. It’s not even a bona fide contract. It is to a certain degree. It’s a contract to the degree that what you’ve really actually signed is a testamentary trust, a pledge and a will. And we can’t get into all of that with your audience but there are three types of documents that are acknowledged as a contract, when you write a will, when you create a trust and when you sign a pledge to do something or to give something or to make a charitable subscription just like you do to your PBS channel, to the TV channel. If you want to send $25 they usually send you a mug or if you buy a paper, a DVD or a CD of some kind you make a pledge to support them they will send you a gift and that is a pledge and that is a document that you do not require two signatures.

[Ralph] That’s really an important issue.

[Donna] Yes, it is and now it’s going to become a very, very important issue because when a judge asks you, ‘did you sign this note and mortgage,’ in all good conscience everyone can say, ‘no, I didn’t. No, I never did, no. But I’ll be happy to discuss that document with you just as soon as it’s entered into evidence with someone with first-hand knowledge that will be willing to undergo my cross examination.

[Ralph] Ok, we’ve got three callers. I’d like to have more. I think we’re going to have you back on here because this is absolutely astounding information and we got three callers and the three callers are going to have your questions, just a question and then we’ll get an answer, and try to get all three of you in.

Tony, in Alabama, shoot.

[Tony] Hey, Ralph, enjoyed the show. Please have her back and I agree with you that it’s not a contract and I do believe it meets all the elements of a promissory note—don’t you think?

[Ralph] Any comment, Donna?

[Donna] It meets the elements of a promissory note but it’s in a particular form and I’ve done the research, Tony, what it more appropriately is, is a pledge because in reality you’re not receiving a loan. And I don’t know what your promissory note might say but mine, the first line makes the statement, for a loan that I have received and that is a misrepresentation of a lie.

[Ralph] Ok, Rich in Alabama, your fifteen second question.

[Rich] Hi Ralph, I don’t know what it is it’s a statutory warrantee deed but it doesn’t have my signature on it so maybe you can comment on it. It’s got all the lawyer’s but not mine.

[Donna] The warrantee deed is a disguised pledge. It is a disguised pledge to use your private property for the commercial benefit of the United States and the United States Corporation, not the United States country that we think of as the fifty Union states. So, what you should do is ask your attorney, ‘did you in fact create a document that pledged my property for commercial use of the United States and see what he has to say to you.

[Ralph] Ok, Larry in Florida, a fifteen second question.

[Larry] Yes, what is you take on the notice of federal tax liens?

[Donna] They are bogus and as a matter of fact I am involved with that in my case because I had to take on the IRS and the DOJ at the same time that I took the bank on. I am finding that they are not real and when it comes time to ask the IRS and the DOJ to come up with the documents to prove to their claim called the Form 4490 they can’t come up with it and I’ll tell you something else. The US attorney coming up against me from Tampa is running from my service. The sheriff let me know they ran down the hall to run away from him. So, that’s what I think of Notice of Federal Tax Liens, they’re all bogus and they can be fought properly.

[Ralph] Ok, I can agree, I can put a different…because I can track that right back in to where it’s supposed to be and there’s supposed to be a regulation promulgated and I got conclusive evidence there’s no regulation—ball game over. Well, Donna, I’d like to have you back again. Boy, you just gave a wealth of information on foreclosures. That’s just on an area that I’m going to be quite familiar because I’ve started to do research for a friend up here and you’ve given me a lot of great ideas and great information.

[Donna] That’s fine. I’m willing to share the information. It needs to be shared among all of us because we’re all in this together and I hate to see the degree of homelessness that’s being created in our country and I believe there’s a purpose to it in order to destabilize economy and our way of life and I want everybody to fight this because it can be won. You just need the information in order to use to be able to fight it.

[Ralph] Well, it’s great. I really applaud you for taking the stand because walking the walk is not an easy thing, is it?

[Donna] No, it hurts. Believe me, it stings. They took all of the last things that I have that reminded me of my mother and father. I’m an artist and they’ve taken my art work. They’ve taken things that are very near and dear to me, things that I bought when I was 18 years old in my first year in college and I don’t take pictures. When I travel I just buy things that…

[Ralph] Ok, we’ve got to go here. We’re running of time here. I thank you, Donna, and as I always close out, watch out for the Federales, they’re everywhere.