

SOME QUESTIONS TO ASK A BANK

1. When we agree to a loan and accepted by [bank name] has that created a trust?
2. If a trust has been created by my autograph/agreement what are the roles (fiduciary duties) of the [bank name] and myself within this trust?
3. In transactions is it not the case [bank name] is acting in the capacity of “Trustee?”
4. Does the [bank name] holds legal title?
5. Who holds “Equitable” title?
6. Is an “agreement” signed by ourself a financial instrument?
7. Can a financial instrument be securitized?
8. What lawful consideration does [bank name] give when agreeing a loan?
9. What creates the “source” of funds the bank claims it lends?
10. When [bank name] accepts a loan contract, does [bank name] monetise this instrument, creating a credit on account which it then uses to fund the loan to the applicant?
11. If [bank name] did not loan it’s own money to a customer, but monetised the signed loan document creating new funds on the account, would this not be an exchange rather than a loan?
12. Does [bank name] accept promissory notes and if so, how would we go about presenting one for acceptance?
13. Is it true the “lender” [bank name] follows GAAP (generally accepted accounting principles)? Respond Yes or No in writing.
14. Was full disclosure given regarding if the “borrower” was to provide the funding for the loan per bookkeeping entries?
15. Does [bank name] accept something of value from the borrower that is recorded as an asset on the books of [bank name] resulting in a new liability? Yes or No in writing.
16. Did [bank name] loan/lend the borrower [banks name] own pre-existing money or assets? Yes or No in writing.
17. Did the borrower have “full disclosure” of the bookkeeping entries?
18. Did [bank name] add interest to the borrowers own promissory note/agreement/contract?
19. What equitable value/consideration did [bank name] give in return for the borrowers promissory note/agreement/contract?
20. Is it the intent of the loan agreement in which the party who funded the loan, as per [bank name] bookkeeping entries is to be repaid the money lent to the borrowers? Yes or No in writing.
21. Does the lender record an asset showing the borrower owes money to the lender involved in the loan agreement? Yes or no in writing.
22. Is it true that, according to the bookkeeping entries, the borrower funds the loan? Yes or No in writing.
23. Is it true according to [banks name] bookkeeping entries the borrower is the depositor therefore the creditor of the principal amount? Yes or No in writing.

24. Is it now clear the [bank name] has violated GAAP (generally accepted accounting principals) thus making the agreement/contract null and void? Yes or No in writing.
25. Is it true the [bank name] converted the agreement/contract/promissory note by using it a “value” to give value to a bond/cheque or similar financial instrument as proven by [banks name] bookkeeping entries, thus proving the borrower funded the loan and proving [bank name] used concealment and false statements that [bank name] funded the loan? Yes or No in writing.
26. Has the loan agreement/mortgage contract been sold to a special Purpose entity for securitisation and pooled into tranches with other mortgages? Yes or no in writing.

This notice (or could form part of an affidavit) in no way constitutes a dispute nor controversy by the borrower.

However, if it cannot be shown or proved in substance or beyond reasonable doubt [bank name] have not breached the agreement of loan principle sum out of your own funds (not the value/money created by the promissory note) or full disclosure was not given, the following is demanded within 30 days:

- Any alleged outstanding amount is to be balanced and return to zero.
- A statement showing the discharge of the alleged debt showing a zero balance.
- A written guarantee that no report of a negative nature or bad credit shall be given to any credit reporting agencies.

Failure to respond will be deemed a dishonour of this NOTICE

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