

UNITED STATES DISTRICT COURT  
DISTRICT OF MISSOURI

FILED

FEB 05 2004

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO  
CAPE GIRARDEAU

RICKY JACKSON & REGINA )  
JACKSON, )  
Plaintiff(s), )

COMPLAINT

vs. )

CHASE MANHATTAN MORTGAGE )  
CORPORATION, (COLUMBUS) )  
Defendant, )

Case No:

1: 04CV00017TCM

PETITION

COMES NOW Ricky Jackson and Regina Jackson, Plaintiff(s), hereinafter, and petitions the court for the opportunity to be heard under their "Rights of Due Process".

Defendant has foreclosed on the Residential Property owned by the Plaintiffs, by using a Non-Judicial process.

Although, the Non-Judicial process is legal, it is always subject to Judicial Review.

DUE PROCESS

"Due Process" requires notice and opportunity to be heard. Cleveland Bd. Of Education v Loudermilk, 470 U.S. 444, 102 S. Ct. 1487, 1493, 84 L.Ed 494, 503 (1985). Greene v. Lindsey, 456 U.S. 444, 102 S. Ct.73 L.Ed.2d 249 (1982).

Due Process essentially requires that the procedure be fair. In Re: Murchison, 349 U.S. 133, 136,; 75 S. Ct. 623, 625, 99 L.Ed. 942 (1995)

The process that is due varies according to the nature of the right and to the type of proceedings. Mathews v Eldridge, 424 U.S. 319, 334, 96 s. Ct, 893, 902, 47 L.Ed.2d 18 (1976).

Generally, if government will deprive an individual of a significant property interest, that individual is entitled to an opportunity to be heard, Boddie v Connecticut, 401 U.S. 371, 379, 91 S. Ct. 780, 786, 28 L.Ed.2d 113 (1971)

With these factors in mind, we must decide whether the summary procedure the district court used violated the appellants' due process rights. Rule 56 of the Federal Rules of Civil Procedure gives the district court summary jurisdiction over the receivership proceedings and allows the district court to disregard the Federal Rules. The district court has broad powers and wide discretion to determine relief in an equity receivership. SEC v Safety Finance Services Inc., 674 F.2d 368, 372, (5<sup>th</sup> Cir 1982). SEC v Lincoln thrift Ass'n, 577 F.2d 600, 609, (9<sup>th</sup> Cir 1978). SEC v United Financial Group Inc, 474 F.2d 354, 358 (9<sup>th</sup> Cir 1978). SEC v United Financial Group Inc, 474 F.2d, 354, 358 (9<sup>th</sup> Cir 1973). This discretion derives from the inherent powers of an equity court to fashion relief. Safety Finance, 674 F.2d at 372. In granting relief, it is appropriate for the district court to use summary proceedings. SEC v Hardy, 803 F.2d 1034, 1040 (9<sup>th</sup> Cir 1986). SECURITIES AND EXCHANGE COMMISSION v Charles Philip ELLIOTT, et. al., 953 F.2d 1560 (11<sup>th</sup> Cir 1992), Fed. L. Rep P 96, 549 18 UCC Rep Servs, 2d 588

We must look at the actual substance, not the name or form, of the procedure to see if the claimant's interests were adequately safeguarded, "Wencke, 783 F.2d at 836. **Summary proceedings are inappropriate when parties would be deprived of a full and fair opportunity to present their claims and defenses.** Id. at 837 n. 9." [from S.E.C. vs. Wencke, 783 F.2d 829, 837 (9<sup>th</sup> Cir.1986), cert. denied, 479 U.S. 818, 107 S. Ct. 77, 93 L.Ed.2d 33 (1986)] quoted in S.E.C. vs. Charles Phillip ELLIOTT et al., 953 F.2d 1560 (11<sup>th</sup> Cir.1992), Fed. Sec. L. Rep. P 96, 549, 18 UCC Rep. Servs. 2d 588

"We find that this summary process prejudiced Hagstrom's ability to defend his property in two ways. Wencke, 783 F.2d at 838. First, Hagstrom was unable to present evidence of the circumstances surrounding the loans. These circumstances are relevant when the court decides whether to permit setoff of

the loan. Second, Hagstrom was unable to discover and present facts that might have amounted to a challenge to the validity of the loan itself." S.E.C. vs. Charles Phillip ELLIOTT et al.

This is a factual issue that needs to be developed by the district court, for if Hagstrom's consent to the loan terms was secured by fraud, this is an affirmative defense. See Turner vs. Johnson & Johnson, 809 F.2d 90, 95 (1st Cir.1986); CBS, Inc. vs. Merrick, 716 F.2d 1292, 1296 (9<sup>th</sup> Cir.1983); Baum vs. Great Western Cities, Inc., 703 F.2d 1197, 1205-1206 (10<sup>th</sup> Cir.1983); Colorado Plasterers' Pension Fund vs. Plasterers Unlimited, Inc., 655 F. Supp. 1184, 1186 (D.Colo.1987); Scarsdale Nat'l Bank & Trust vs. Toronto-Dominion Bank, 533 F. Supp. 378, 385 (S.D.N.Y.1982). In addition, if the creditor has wrongfully or negligently interfered with the collateral, the debtor's obligation might be discharged. United States vs. Vahlco Corp., 800 F.2d 462, 465 (5<sup>th</sup> Cir.1986) ("a guarantor is ... discharged if a creditor unjustifiably impairs any collateral securing a note by allowing it to be subordinated"); Frederick vs. United States, 386 F.2d 481, 486 (5th Cir.1967) (if creditor negligently sells collateral for less than its full value, debtor is nevertheless permitted to offset full value). This line of cases recognized the injustice of enforcing an obligation on a debtor when the creditor was to blame for the insufficiency of the collateral to cover the debt. The district court concluded in its Order that this was a legitimate loan, but we do not know how the district court arrived at this conclusion since it received no evidence and set out no finding of facts." S.E.C. vs. Charles Phillip ELLIOTT et al.

Creditors [Ken & Trudy] must be permitted to explore these facts in a single proceeding, for the estoppel effect of the bankruptcy court's [order] in the receivership on the ancillary proceeding is not clear.

#### FACTS OF THE CASE

1. Defendant, purportedly made a loan of money on the Real Property described as follows:

A tract of land in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) OF Section Numbered Eighteen (18), Township Numbered Twenty-Nine (29) North Range Numbered Fourteen (14) East of the Fifth Principle Meridian, Scott County, Missouri, further described as follows:

Beginning at the Southwest Corner of said section 18, thence East along the South line of Said Section 18, 1385.33 feet to the Point of beginning; thence North 10 degrees 51 minutes 00 seconds West, 146.60 feet; thence North 78 degrees 19 minutes 00 seconds East, 150.0 feet; thence South 10 degrees 51 minutes 00 seconds East 177.28 feet; thence West 152.57 feet to the point of beginning, commonly known as 27487 U.S. Highway 61, Scott City, MO 53780 Subject to all prior easements, restrictions, reservations, covenants and encumbrances now of record, if any.

2. Defendant created the purported "money" by creating "Demand Deposits". Demand Deposits are merely "book entries" that reflects how much lawful money the bank owes its customers. All deposits are called "Demand Deposits" and **are the banks liabilities!**

The bank's assets are the vault cash plus all the IOU's and Promissory Notes that the borrower signs when they borrow either money or credit.

When a bank loans its cash (legal money), it loans its assets, but when a bank loans its credit, it loans its liabilities. The lending of credit is the opposite of lending cash and is prohibited.

3. Defendant offered an "ULTRA VIRES " contract to Plaintiffs when Defendant purported to "lend money", when Defendant knew it was lending it's credit. "Banks cannot loan credit", First Nat'l Bank v Monroe, 69 SE 1123; St. Louis Savings Bank, 181 Wis 172. United States Code, Title 12, Section 24, Paragraph 7, confers upon a bank, the power to lend its money, **not it's credit**. By doctrine of ultra virus a contract made by a corporation beyond its scope of corporate powers is unlawful. Community Federal Sav. & Loan Association of Independence, Mo. v Fields, C.C.A. MO, 128 F. 2d 705, 708

4. Defendant may have established a pattern of "Racketeering Activity" by using the U.S. Mail more than twice to collect an unlawful debt and may be in violation of 18 USC 1331, 1343, 1961, 196, 1962 and 1964. Also, 18 USC 1986 ("KNOWLEDGE and Neglect to Prevent" a U.S. Constitutional Wrong).

5. Defendant offered a stipulation which seeks to negate the United States Congressional Mandate, United States Code and the representations of fraud and fraudulent information to the Plaintiffs.

6. Defendant, by its attempt to foreclose on the above described property indicate that it is a "Holder in Due Course". Defendant is required to have and produce the Original Promissory Note - Plaintiff believes that the note has been sold by Defendant and that the representation by the Defendant is fraudulent misrepresentation of ownership of said note.

"Where the complaining party can not prove the existence of the note, then there is no note. To recover on a promissory note, the plaintiff must prove: (1) the existence of the note in question; (2) that the party sued signed the note; (3) that the plaintiff is the owner or holder of the note; and (4) that a certain balance is due and owing on the note". See In Re: SMS Financial LLC. v. Abco Homes, Inc. No.98-50117 February 18, 1999 (5th Circuit Court of Appeals.) Volume 29 of the New Jersey Practice Series, Chapter 10 Section 123, page 566, emphatically states, "...; and no part payments should be made on the bond or note unless the person to whom payment is made is able to produce the bond or note and the part payments are endorsed thereon. It would seem that the mortgagor would normally have a Common law right to demand production or surrender of the bond or note, as the case may be. See Restatement, Contracts S 170(3), (4) (1932); C.J.S. Mortgages S 469 in Carnegie Bank v Shalleck, 256 N.J. Super 23 (App. Div 1992), the Appellate Division held, "When the underlying loan is evidenced by an instrument meeting the criteria for negotiability set forth in N.J.S. 12A:3-104, the holder of the instrument shall be afforded all the rights and protections provided a holder in due course pursuant to N.J.S. 12A:3-302" "Since no one is able to produce the "instrument" there is no

competent evidence before the Court that any party is the holder of the alleged note or the true holder in due course. New Jersey common law dictates that the plaintiff prove the existence of the alleged note in question, prove that the party sued signed the alleged note, prove that the plaintiff is the owner and holder of the alleged note, and prove that certain balance is due and owing on any alleged note."

Federal Circuit Courts have ruled that the only way to prove the perfection of any security is by actual possession of the security. See Matter of Staff Mortg. & Inv. Corp., 550 F.2d 1228 (9<sup>th</sup> Cir 1977), "Under the Uniform Commercial Code, the only notice sufficient to inform all interested parties that a security interest in instruments has been perfected is actual possession by the secured party, his agent or bailee." Bankruptcy Courts have followed the Uniform Commercial Code. In Re Investors & Lenders, Ltd. 165 B.R. 389 (Bkrtcy.D.N.J.1994), "Under the New Jersey Uniform Commercial Code (NJUCC), promissory note is "instrument," security interest in which must be perfected by possession..." Unequivocally the Court's rule is that in order to prove the "instrument", possession is mandatory. In addition to the note, another element of proof is necessary – an accounting that is signed and dated by the person responsible for the account. Claim of damages, to be admissible as evidence, must incorporate records such as a general ledger and accounting of an alleged unpaid promissory note, the person responsible for preparing and maintaining the account general ledger must provide a complete accounting which must be sworn to and dated by the person who maintained the ledger. See Pacific Concrete F.C.U. V. Kauanoe, 62 Haw. 334, 614 P.2d 936 (1980), GE Capital Hawaii, Inc. v. Yonenaka, 25 P.3d 807, 96 Hawaii 32, (Hawaii App 2001), Fooks v. Norwich Housing Authority 28 Conn. L. Rptr. 371, (Conn. Super.2000), and Town of Brookfield v. Candlewood Shores Estates, Inc. 513 A.2d 1218, 201 Conn.1 (1986). Note" Creditor must validate the debt. An officer must verify, under penalty of perjury, not just a signature.

Assignability of Contracts - Can CHASE MANHATTAN MORTGAGE CORPORATION, (COLUMBUS) stand as a creditor?

"As a general rule, all contracts are assignable . . . An exception to this rule is that a contract that relies on the personal , confidence, character or {credit} of the parties, may not be assigned without the consent of the parties." See Crim Truck & Tractor Co. v. Navistar Int'l, 823 S.W. 2d 591, 596 (Tex. 1992). See also Southern Community Gas Co. v. Houston Natural Gas Corp., 197 S. W. 2d 508, 513 (Tex Civ. App – Waco 1994. no writ)

Most rights under **contracts** are **assignable**. 2 R.C.L. 598. The exception is where the rights are coupled with liabilities, with contracts for personal services or with contracts involving personal confidence. Fire insurance contracts bullion within the class last mentioned, and are held not to be **assignable** because of the confidence reposed by the insurer in the owner of the property. Thus, the owner may not sell the property and transfer the policy to the purchaser along with the title; for the insurer has not agreed to be sure the property in the hands of the purchaser nor to assume the hazard involved in his ownership and possession. On the other hand, an assignment, not of the policy itself with its obligations, but of the owner's right there under by way of pledge or otherwise as security for a debt, is held valid, in the absence of express restrictions to the contrary; and the reason for this distinction is that such pledge or assignment does not affect the personal relationship, i.e., the ownership of the property by the insured, upon the face of which the policy has been issued. Cooley's Briefs on: insurances (2<sup>nd</sup> Ed.) in Vol.2, pp. 1768, 1789 ; Ellis v. Kreutzinger, 27 Mo. 311, 72 Am. Dec. 270;; True v. Manhattan Fire Ins. Co., (C.C.) 26 T. 83; Stokes v. Liverpool & London & Globe Ins. Co., 130 S.C. 521, 126 S.E. 649. Such rights could only have arisen in Deutsche, or by assignment from someone to whom a guaranty made by the Mauricious to Deutsche, or by assignment from someone to whom a guaranty had been made that was **illegally assignable**. There is no claim of a direct guaranty to Deutsche, so any rights it had could only have arisen from a legally valid assignment by Centron or Security Marine of the Mauricios guaranties to them. The district court concluded that such

rights had been validly assigned. We disagree. Under Maryland law, assignment is made by Centron to Deutsche in respect of Chesapeake's indebtednesses and was effective to assign any guaranty rights against the Mauricios' respecting the note secured by the fifty-foot yacht. Whether a particular assignment is effective to assign a guaranty respecting a particular debt depends on two things (1) whether the assignment in terms covers the guaranty, and (2) whether the guaranty is a legally *assignable* one. Deutsche relies on two assignments as a source of its right to recover from the Mauricios as guarantors of the note securing the fifty-foot yacht. (1) the Centron's July 31, 1990 assignment to Deutsche and (2) the Centron's October 1, 1990 assignment to Deutsche simultaneously with Security Marine's assignment to Centron, all their respective" rights, title's, and interests" in Chesapeake's indebtednesses. Looking first to Centron's July 31, 1990 assignment, we conclude that, even if *they could be interpreted as intended to include the Mauricio guaranty to Centron, the guaranty was not legally assignable*. While, as indicated in Part II. A., an assignment of debt carries with it and assignment of any guaranty of that debt; this does not mean that a guaranty must be assigned independently of any underlying debt. The general rule is, in fact, to the contrary with a guarantee he is "special" i. e, made only to particular potential lender or lenders. As expressed in black-letter form: If a guarantee covers future *credit* which is to be extended by a specific individual, it may not be transferred to another person so as to enable him to become the creditor who is secured by the guaranty. 38 Am. Jur. 2d Guaranty Section 35. The Centron guaranty is such an instrument. It specifies that it is made "to induce . . . Centron Financial Services, Inc. to make loans and in consideration of loans heretofore and hereafter made by [Centron] to Chesapeake." JA 36. Further, it promises" prompt and punctual payment . . . of any and all present and future indebtedness . . . of [Chesapeake] to you," i.e., Centron. Id. (emphasis added). The guaranty does not contemplate that one Centron extended credit to Chesapeake, Centron

might assign the debt, for the guaranty was for payment to Centron, "its successors and assigns." *Id.* the guaranty nowhere includes, however, a promise to pay debts arising between Chesapeake and anyone other than Centron. Under the general rule, therefore, the Centron guaranty, covering only credit extended by Centron, could not be assigned by Centron so as to enable Deutsche to become a creditor by the guaranty. We are satisfied that Maryland courts would so hold, though on a basis more explanatory of the actual reason for non-assignability of guaranties independently of consummate debt. Maryland law probably treats guaranties of future debt as simply a species of "continuing" or "standing" offers to make a series of individual, unilateral contracts. See Weil v Freestate Oil Co., 200 Md. 62, 87 A. 2d 826, space 830 (Md. 1956). Under general contract law principles, such offers are accepted by the extension of credit by the offeree. *See Id.* ("to be accepted from time to time by [credit extension]"). *See generally* Restatement (Second) of Contracts Section 31, cmt.b (1981) ("if continuing guaranty" constitutes a standard example of a divisible offer to make a series of contracts"). And, until such a continuing offer is accepted, it remains only an offer of contract which as with contract offers in general, is not assignable. See Routzahn v Cromer, 220 Md. 65, 150 A, 2d 912, 915 (Md 1959) "and offer May to one person cannot be accepted by another"; Restatement (Second) of Contracts Section 52 ("an offer can be accepted only by a person who it invites to furnish consideration"); 38 Am. Jur. 2d Guaranty Section 35 ("offer of guaranty is, in and of itself, not assignable").

"A note void in the hands of the payee, because obtained by him of the maker by fraud, is collectible in the hands of a subsequent *bona fide* holder who has taken it before maturity for value; but of such holder has paid on such transfer is that some than the amount of the note he can only recover the amount which he, or some prior holder to whom he derives title, has paid for it." Holcomb v Wyckoff. 1870 WL 5231 (N.J. SUP.)

7. CHASE MANHATTAN MORTGAGE CORPORATION, (COLUMBUS) is required by law to provide the court with these Plaintiffs' original promissory note.

With constructive notice being given to additional cases being sided on the part of defendants throughout the United States as follows;

*"Banks cannot loan credit"*, First Nat'l Bank v Monroe, 69 SE 1123; St. Louis Savings Bank, 181 Wis 172.

The United States Code, Title 12, Section 24, Paragraph 7, confers upon a bank, the power to lend its money, not its credit. In First Nat'l Bank of Tallapoosa v Monroe, 135 Geo. 614; 69 S.E. 1123 (1911), the court, after citing The Statute heretofore quoted, said:

"(T)he provisions referred to, do not give power to a National Bank to guarantee the payment of the obligations of others solely for their benefit, nor is such power incidental of the business of banking. A bank can lend its money, but not its credit."

8. Did the Defendant ever lend money? HJR 192 established and defines certain elements of the USC which are enumerated hereinafter. They are requesting reimbursement for that which they have not provided; "Money" on loan. Nowhere under a National Bank's express powers, granted by Congress under 12 USC, Section 24 that would give rise to an incidental power to lend credit. Further, it is laid down as a general rule that a National Bank cannot lend its credit by becoming surety, endorser, or guarantor for another

. "In the federal courts, it is well-settled that a national bank has not power to lend its credit to another by becoming surety, endorser, or care guarantor for him. "Farmers' & Miners' Bank v. Bluefield Nat. Bank, C.C.A.W. Va., 11 F.2d 83.

See also, C.E. Healey & Son v. Stewardson Nat. Bank, 1 N.E.2d 858, 285 Ill. App. 290. People's Nat. Bank of Winston-Salem v Southern States Finance Co. 122 S.E. 415, 192 N.C. 69, 48 A.L.R. 519. Colley v. Chowchilla Nat.

Bank, 255 P. 188, 200 C. 760, 52 A.L.R. 569, Rice & Hutchins Atlanta Co. v. Commercial Nat. Bank of Macon, 88 S.E. 999, 18 Ga. App. 151. First Nat. Bank of Haggerman v. Springfield, 235 P. 897, 40 Idaho 587. First Nat. Bank v. National Produce Bank of Chicago, 239 Ill., App. 376. Howard & Foster Co. v. Citizen's Nat. Bank of Union, 130 S.E. 758, 133 S.C, 202. City Nat. Bank of Wellington v. Morgan, Civ. App. 258 S.W. 572. Norton Grocery Co. v. People's Nat. Bank of Abington, 144 S.E. 501, 151 Va. 195. Framer's & Merchants' Bank of Reedsville v. Kingswood Nat. Bank, 101 S.E. 734, 85 W. Va. 371. Best v. State Bank of Bruce, 221 N.W. 379, 197 Wis.

9. The institutions are now attempting to violate the terms of their own agreement and have caused the expansion of the issues to include their attorneys thereby finding themselves as unwitting violators as explained in 7 C.J.S., Section 4, Lawyers Code of Ethics and: co-defendants Client/Lender as Accessories to Collusion and conspiracy In the Client/Lender's "Bad-Check-Loan-of Credit," for failure to provide the" Lawful Consideration for Contract/Note to exist". Eingate v. Wingate, Tex. 430; thus, the attorneys are before the court "Without Clean Hands," and "Without Claim for Relief," "Without Subject Matter Jurisdiction" and without a true and lawful "Cause to litigate." Defendant is required to provide the court with proof that Defendant is a holder in due course in order to proceed. This has not been done. This court is also noticed on the following point of law: Prevailing party on default judgment of liability must still prove damages, American Red Cross v. Community Blood Center of the Ozarks, 257F.3d 859 (8<sup>th</sup>.Cit. 07/25/2001). This court is further noticed on U.S.C.A. Const. Amend. 5 – Triad Energy Corp. v. McNeal, 110 F.R.D. 382 (S.D.N.Y. 1986) Fed. Rules of Civ. Proc. Rule 60(b) (4), 28 U.S.C.A., U.S.C.A. Klugh v. U.S., 620 F. Supp. 892 (D.S.C. 1985), State v. Blankenship, 675 N.E.2D 1303, Ohio App. 9 Dist. 1996, Graff v. Kelly, 814 P.2d 489 (Okl. 1991), Capital Federal Savings Bank v. Bewley, 795 P.2d 1051( Okl.1990), and Com. V. Miller, 150 A.2d585 (Pa. Super. 1959)

10. Third party debt collectors, including lawyers and law firms were attempting to collect any alleged debt. George W. Heintz v. Darlene Jenkins, 514

U.S. 291, 115 S.Ct. 1489. When a third party debt collector contacts an alleged debtor, the collector **must** in the first communication or within five (5) days thereafter for each furnish the alleged debtor would a "dunning letter." The dunning letter must inform the alleged debtor that the collector is attempting to collect a debt and inform the alleged debtor that they have thirty (30) days to dispute the debt. 15 USC 1692G (b). Validation of the debt can either be a signed judgment order or an accounting which is signed and dated by the person responsible for maintaining the account general ledger. See Spears v. Brennan, Pacific Concrete F.C.U. v. Kauano, 62 HAW. 334, 614 p.2D 936 (1980), GE Capital Hawaii, Inc. n. Yonenaka, 25 P.3d 807, 96 Hawaii 32, Hawaii App. 2001), Fooks v. Norwich Housing Authority, 28 Conn. L. Rptr. 371, (Conn Super. 2000), and Town of Brookfield v. Candlewood Shores Estates, Inc., 513 A.2d 1218, 201 Conn. 1 (1986). See also Salon v. Godbole, 163 Ill. App. 3d 845, 114 Ill. .Dec. 890, 516 N.E.2d 1045 (3 Dist. 1987).

- An aggrieved party under the Act is entitled to (\$1,000.00) in statutory damages **plus unlimited damages for intentional infliction of emotional anguish.** Bank of the West v. Superior Court, 2 Cal. 4<sup>th</sup> 1254, 1267, 833 P.2d 545 (1992) and Fletcher v. Security Pacific National Bank, 23 Cal. 3d 442, 451; 591 P.2d 51 (1971). In addition, without time limitation, judgments including judgments which have been collected and mortgage foreclosures are void by reason of **deprivation of due process rights deprives the court of subject matter jurisdiction.** It is possible to recover full damages under both strategies or double recovery, award of statutory damages does not require proof of actual damages, Woolfolk v. Van Ru Credit Corp., D. Conn. 1990, 783 F. Supp. 724

11. Maryland law properly treats guaranties of future debt as simply a species of "continuing" or "standing" offers to make a series of individual, unilateral contracts. See Weil v. Free State Oil Co., 200 Md. 62, 87 A.2d 826, 830 (Md. 1956). Under general contract law principles, such offers are accepted by the extension of credit by the offeree. See *id.* ("to be excepted from time to time by [credit extension]"). See generally Restatement (Second) of Contracts Section 31, cmt.b (1981) ("continuing guaranty" constitutes a "standard example

of a divisible offer to make a series of contracts"). And, until such a continuing offer is accepted, it remains only an offer of contract which as with the contract offers in general, is not assignable. See Routzahn v. Cromer, 220 M. 65, 50 A,2d 912, 915 (Md. 1959) (" an offer May to one person cannot be excepted by another"); Restatement (Second) of **Contracts** Section 52 (" an offer can be excepted only by a person who it invites to furnish consideration"); 38 Am. Jur. 2d Guaranty Section 35 ("offer of guaranty it is, in and of itself, **not assignable**).

**Conclusion**

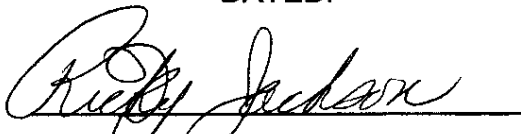
12. These Plaintiffs pray the court require the Defendant to bring forth the promissory note if they are truly a" holder in due course", together with the allonges which will demonstrate whether or not the loan has been sold.

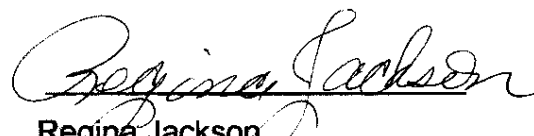
13. Thereafter, if the note has been sold, the true value in controversy, may only be among what the true party in interest has paid for the note. Assertions of the Defendant's Counsel are in violation of rules of ethical conduct and presented without first-hand knowledge and fact.

14. Lawful positions have not been espoused by the Defendant, nor have presentments of the original note, a formal accounting and ledger from the person issuing funds to pay the mortgage, and the " proof of facts" that "lawful money" was given to defendant. Without such, the court would given undue advantage to the Defendant in the acceptance of pleading not fully documented and predetermined as lawful, further exasperating the "Bad Faith" assertions for which an award in an amount deemed suitable to the court, fees and court costs as deemed suitable.

Further this Plaintiff saith not.

DATED:

  
Ricky Jackson  
27487 US Highway 61  
Scott City, MO 63780

  
Regina Jackson

JS 44  
(Rev. 11/95)

# CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

*Ricky & REGINA JACKSON*  
*27487 U.S. Hwy 61*  
*SCOTT CITY MO. 63780*

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF SCOTT  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)  
*Ricky Jackson* *5732642949*  
*27487 U.S. Hwy 61*  
*SCOTT CITY MO. 63780*

**DEFENDANTS**

*CHASE MANHATTAN MORTGAGE CORP.*  
*(COLUMBUS)*

**FILED**  
FEB 05 2004

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT \_\_\_\_\_ U.S. DISTRICT COURT  
(IN U.S. PLAINTIFF CASES ONLY) \_\_\_\_\_ EASTERN DISTRICT OF MO

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)

**1:04CV00017TCM**

**II. BASIS OF JURISDICTION** (PLACE AN "X" IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. ORIGIN**

(PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

**V. NATURE OF SUIT** (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury  <b>PERSONAL INJURY</b> <input type="checkbox"/> 382 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability  <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input checked="" type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881  <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence  Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7809

**VI. CAUSE OF ACTION**

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

*DENIAL OF DUE PROCESS / TAKEN*

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:

JURY DEMAND:  YES  NO

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDGE \_\_\_\_\_

Thomas C. Mummert

DATE

SIGNATURE OF ATTORNEY OF RECORD

*2/5/04*

*Ricky Jackson*

DECK TYPE: Cape - Civil

FOR OFFICE USE ONLY

DATE STAMP :02/05/2004 @ 15:26:21

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_

CASE NUMBER 1:04CV00017

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

### Authority For Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs - Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**V. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section IV above, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause.

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS-44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.