





Moorish National Republic Federal Government

Moorish Divine and National Movement of the World

Northwest Amexem / Northwest Africa / North America / 'The North Gate'

— 'Temple of the Moon and Sun'—

— Societas Republicae Ca Al Maurikanos—

The True and De jure Natural Peoples ~ Heirs of the Land

# **Affidavit of Dispute**

International Document

Notice to Agent is Notice to Principal - Notice to Principal is Notice to Agent

Exhibit: A

Tim Wennes, (acting as) President / Chief Executive Officer SANTANDER CONSUMER USA (Inc) 8585 N Stemmons Fwy Dallas, Texas [near. 75247]

Re: Misrepresented Instruments – Bills of Attainder / Foreign Bills of Exchange titled MORTGAGE STATEMENT dated January 1, 2024, associated with account number 835; and my ancestral estate in reversion known as Maryland.

I am in receipt of the unsigned misrepresented instruments – bills of attainder / foreign bills of exchange titled MORTGAGE STATEMENT dated January 1, 2024, associated with account number 835, which adversely affects my ancestral estate in reversion known as , Maryland. However, your instruments do not bear a name or a signature from the sender, nor is there an identifiable natural person claiming to be the alleged creditor in such instruments. Also, your instruments are addressed to the fictitious corporate person / nom de guerre

WILKINSON under color of law within purview of the unconstitutional 14<sup>th</sup> Amendment. Therefore, your instruments titled MORTGAGE STATEMENT dated January 1, 2024, and any other attachments associated with account number 835 are spurious, null and void ab initio, and constitute fraud in the inducement. See United States v. Throckmorton, 98 U.S. 61, 25 L.Ed. 93 ("Fraud vitiates the most solemn contracts, documents, and even judgments.").

Your instrument and attachments are hereby disputed in accordance with my prerequisite due process rights.

Before you intend to enforce or compel me to an alleged debt, you must first show that you are the 'holder-in-due-course' of an original (not copy) valid and verifiable 'Loan Agreement' mutually made between you and /or an authorized representative of your foreign company SANTANDER CONSUMER USA (Inc) and I, upon which the alleged debt is made. Furthermore, pursuant to the 'Best Evidence Rule' you must also be willing to produce the original 'loan agreement' before trying to enforce the alleged debt. See Black's Law Dictionary, 5th Ed., Page 146:

Best Evidence Rule. The "best evidence rule" prohibits the introduction into evidence of secondary evidence unless it is shown that original document has been lost or destroyed or is beyond jurisdiction of court without fault of the offering party; if original document is lost, then secondary evidence is properly admissible. State v. Stephens, Mo.App., 556 S.W.2d 722, 723. Fed.R.Evid. 1002 states the basic rule as follows: "To prove the content of a writing, recording, or photograph, the original writing, recording, or photograph is required, except as otherwise provided in these rules or by Act of Congress."

### **Declaration of Nationality - Citizenship and Status**

For the record, I am Wilkinson-Bey, a natural person, in full life, in propria persona, sui juris, in solo proprio. My nationality / citizenship is Moorish American, being an aboriginal and indigenous heiress apparent and national of the Moroccan Empire at North-West Amexem / North America; and authorized representative, ex rel.

WILKINSON. All correspondence shall be addressed to me, Wilkinson-Bey, and not the fictitious corporate person / nom de guerre WILKINSON which constitutes fraud. See EXHIBIT: A1 attached hereto as conclusive evidence of 'Fraud and Swindles' under Title 18 USC 1341.

### Jurisdiction and Venue

In accordance with the 'Diversity of Citizenship clause' under Article III, section 2 of the Constitution for the United States of North America, I hereby invoke my treaty rights to consular jurisdiction in order to have this dispute decided in consular court and venue in accordance with my treaty secured rights under Articles 20 and 21 of the Treaty of Peace and Friendship of 1836 between the United States of North America and the Moroccan Empire; and the 'Supremacy clause' under Article VI, clause 2 of the Constitution for the United States of North America, in any event that this dispute cannot be settled between us. I do not consent to anything to the contrary.

### Discovery and Disclosure

In accordance with the 'Rule of Discovery' and for the purpose of full disclosure, you, Jay Bray, are to schedule with me a timely meeting and opportunity for my consul and I to make a thorough physical inspection of the original 'Promissory Note' and the original 'Deed of Trust' which bears my wet-ink signature, and all loan – related documents that adversely affect the associated account number 835, as stipulated by law, so as to enable me (the alleged borrower) and my consul to physically examine, verify, confirm, and witness the same. The meeting shall be set and concluded to effectuate the above - stated physical examinations and witnessing of all loan – related documents, with the same being orderly arranged, satisfied, and concluded within **five (5) days** from your receipt of this dispute.

Furthermore, you are hereby commanded to produce proof of the following:

- Produce a <u>certified copy</u> of the alleged 'loan agreement' (exposing the front and back)
  with my signature complete with any affixations or allocations attached to the same for
  endorsements;
- 2. Produce all bookkeeping journal entries and records associated with the alleged 'loan agreement'; and
- 3. Produce evidence of your alleged 'allodial title' or 'aboriginal title' to my inherited ancestral estate in reversion known as mould prove beyond reasonable doubt that you and / or your foreign company, SANTANDER CONSUMER USA (Inc), to be the absolute owner of such estate; and

- 4. Verify the specific specie in the 'loan agreement' that was allegedly lent/borrowed which must be returned as "payment":
  - a. gold or silver coins which would be the lawful money (dollars) tendered for payment
    of debts per Article 1, section 10, clause 1 of the Constitution for the United States of
    North America; or
  - b. private corporate commercial paper (Federal Reserve Notes) or securities (checks) which are unconstitutional counterfeit coins and do not constitute payment.

### Counter Claim

Your instrument titled MORTGAGE STATEMENT dated January 1, 2024, and any other attachments associated with account number 835, and your claim of an alleged debt are notwithstanding, null and void for fraud under Title 18 USC §1341 due to the following:

- 1. You and your foreign company, SANTANDER CONSUMER USA (Inc), are third party intervenors and are not the holder-in due-course of any alleged original "Promissory Note";
- 2. You and your foreign company, SANTANDER CONSUMER USA (Inc), do not hold or possess 'aboriginal title' or 'allodial title' to my ancestral estate in reversion known as Maryland, therefore, you do not have the right to lease, rent, or sell such property;
- 3. You and your foreign company, SANTANDER CONSUMER USA (Inc), never lent me any gold or silver coins in any amount;
- Your claim of an allege debt can only be 'acquitted' and 'discharged' pursuant to Title 12 U.S.C. §95a
   (2) due to there being no gold and silver coins available in public circulation to lawfully pay any public or private debt:

See Article 1, section 10, clause 1 of the Constitution for the United States of North America "No State shall make any Thing but gold and silver Coin a Tender in Payment of Debts."

See Title 12 U.S. Code § 95a – Regulation of transactions in foreign exchange of gold and silver; property transfers; vested interests, enforcement and penalties.

(2) Any payment conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this section or any rule, regulation, instruction, or direction issued hereunder shall to the extent

thereof be a <u>full acquittance and discharge for all purposes of the obligation of the person</u>

<u>making the same</u>; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of or in pursuance of and in reliance on, this section, or any rule, regulation, instruction, or direction issued hereunder.

### Days to Answer

You have <u>five (5) days</u> from your receipt of this Affidavit of Dispute to answer and produce the above commanded evidence, or to rebut, point-by-point, on a written affidavit signed under penalty of perjury. NO ACTION CAN BE TAKEN BY YOU OR YOUR AGENT(S) DURING THIS VALIDATION PERIOD! This is my 'Good Faith' attempt to clear up any misrepresentations or confusion concerning your spurious instruments.

Your failure to answer and prove your jurisdiction constitutes default and stand as your admission by silence of your spurious instrument titled MORTGAGE STATEMENT dated January 1, 2024, and any other attachments associated with account number 835 being void ab initio and unenforceable for fraud.

Upon your default, you must immediately contact the credit reporting agencies and have the alleged debt associated with account number 835 removed for fraud. Otherwise, you are guilty of 'Fraud and Swindles' under federal law Title 18 USC §1341, which states the following:

"Whoever, having devised or intending to devise any scheme or artifice to defraud, or for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or to sell, dispose of, loan, exchange, alter, give away, distribute, supply, or furnish or procure for unlawful use any counterfeit or spurious coin, obligation, security, or other article, or anything represented to be or intimated or held out to be such counterfeit or spurious article, for the purpose of executing such scheme or artifice or attempting so to do, places in any post office or authorized depository for mail matter, any matter or thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, or knowingly causes to be delivered by mail or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. If the violation occurs in relation to, or

involving any benefit authorized, transported, transmitted, transferred, disbursed, or paid in connection with, a presidentially declared major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), or affects a financial institution, such person shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both."

### **Affidavit**

I declare and affirm by virtue of Divine Law, under the Zodiac Constitution, and upon the Constitution for the United States of North America 1791, and the honor of my Foremothers and Forefathers that the above Affidavit of Dispute is true and correct to the best of my knowledge and honorable intent.

Executed this 31 day of January, 2024.

e Wilkinson-Bey, de jure

in propria persona, sui juris, in solo proprio

authorized representative, ex rel.

WILKINSON;

All Rights Reserved.

C/o

, Maryland [Zip Exempt]

# Affidavit of Fact Certificate of Service

Tim Wennes, (acting as) President / Chief Executive Officer SANTANDER CONSUMER USA (Inc) 8585 N Stemmons Fwy Dallas, Texas [near. 75247]

All Rights Reserved.

C.C:Susan C. Lee, Maryland Secretary of State

Antony J. Blinken, United States Secretary of Sate

Monty Wilkinson, United States Attorney General

Michelle Bachelet Jeria, United Nations High Commissioner for Human Rights

Office of the Consul General of Morocco, Maghrib al Aqsá

www.EnforceTheConstitution.org/

# **EXHIBIT: A1**

Statement Date: 01/02/2024

Property Address:

Account Number Payment Due Date 02/01/2024

Amount Due

\$1,522.71

Evidence of fictitious name / nom de guerre and fraud

իորիրովիվոխաններիներներներությիլ

Account Information	
Outstanding Principal Balance	\$137.530.93
Current Escrow Account Balance	\$689.94
Maturity Date	June 2051
terest Rate	6 625%
Prey syment Penalty	No

855 241.5700 **Explanation of Amount Due** \$184.22 \$759.29 crow (for Taxes and Insurance) \$492.66 Regular Monthly Payment \$1,436.17 \$0.00 ees Charged Since Last Statement otal Fees Charged \$86.54 Overdue Payment Total Amount Due \$1,522,71

## Evidence of 'Fraud and Swindles' under Title 18 USC 1341

IF YOU ARE EXPERIENCING FINANCIAL DIFFICULTIES and would like to speak to one of our counseiors, please call 1-855-241-5699. You may obtain a list of HUD approved, non-profit homeowners counseling organizations serving your residential area by calling toll free 800-569-4287 or by visiting the HUD Website at www.hud.gov.

Date	Description	Charges	Payments	Escrow Activity
12/29	Payment - Thank you	\$0.00	\$1,436.17	\$0.00

Outstanding Late Charge Assessment Fee Balances\*

\$47.18 Bad Check Fee

\*Total Outstanding Fee Balances include current charges plus all fees outstanding as of the date of this statement

Past Payments Breakdown					
Description	Paid Last Period	Paid Year to Date			
Principal	\$183.21	\$183.21			
Interest	\$760.30	\$760.30			
Escrow (Taxes and Insurance)	\$492.66	\$492.66			
Fees	\$0.00	\$0.00			
Partial Payment (Unapplied)*	\$0.00	\$0.00			
Total	£4 426 47	84 436 47			

### IMPORTANT MESSAGES

\* Partial payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage. For a list of HUD approved Housing Counseling Agencies, go to www.hud.gov or call HUD toll free at 1-800-569-4287.

www.hud.gov or call HUD toll free at 1-8,00-569-4287.

NOTICE TO CUSTOMERS WHO ARE IN BANKRUPTCY OR WHOSE OBLIGATION HAS BEEN DISCHARGED AND NOT REAFFIRMED: TO THE EXTENT YOUR ORIGINAL OBLIGATION WAS DISCHARGED, OR IS SUBJECT TO AN AUTOMATIC STAY OF BANKRUPTCY UNDER TITLE 11 OF THE UNITED STATES CODE, THE INFORMATION IN THIS MORTGAGE STATEMENT IS FOR REGULATORY COMPLIANCE AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT IN VIOLATION OF THE AUTOMATIC STAY OR THE DISCHARGE INJUNCTION OR AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR SUCH OBLIGATION. HOWEVER, CREDITOR RETAINS RIGHTS UNDER ITS SECURITY INSTRUMENT, INCLUDING THE RIGHT TO FORECLOSE ITS LIEN. PLEASE SEE REVERSE FOR ADDITIONAL IMPORTANT NOTIFICATIONS



# Evidence of 'Fraud and Swindles' under Title 18 USC



Next Payment Due: 82/01/2024

Loan Number:

### PAYMENT COUPON

Return This Portion With Your Payment

### Amount Due

\$1,522.71

Additional Principal

Total Amount Enclosed

Make Check Payable To: Santander Bank, N.A.

Santander Bank, N.A. P.O. Box 371306 Pittsburgh PA 15250-73

<del>- դրարիլու Գըլա</del>վիրինիլիրուրդիս<u>իտ</u>նեւ

Payments: Detach your payment coupon and mail with your check or money order in the envelope provided. Do not delay payments while waiting for additional or corrected billing statements. Please write your loan number on your check or money order and mail to the Payment Processing Center listed on the front of this statement.

U.S. Military: Servicemembers on "active duty" or "active military service," or a spouse or dependent of such servicemember, may be entitled to certain benefits and legal protections pursuant to the Servicemembers' Civil Relief Act ("SCRA"). This includes protections from foreclosure or eviction. If you are a servicemember on active duty, a member of either the Reserves or National Guard who may soon enter active duty status, or otherwise believe that you are eligible for SCRA benefits or protections, please notify us by calling: 1.855.241.5700. You can also submit your request for benefits in writing at Santander Bank, N.A., Attn: Research Department, 1 Corporate Drive. Suite 360, Lake Zurich, IL 60047-6945.

Automatic Payment Drafting: For information about automatically deducting your mortgage payment from your checking or statement savings account at no charge, please contact our Customer Service Department toll-free at 1.855.241.5700.

Late Charges To avoid any late charges, please schedule the mailing of your payment to arrive no later than the specified due date. Payments received after the grace period may incur a late charge; please refer to your note for your grace period.

Additional Amounts: Please ensure your remittance is for the exact amount due shown on the coupon. If you wish to make additional payments to your principal or escrow, please indicate the amounts in the area specified on the coupon. If you do not specify, any additional funds will be applied to your principal balance and/or any outstanding fees.

Payoff Amounts: None of the amounts in this statement are payoff amounts. Only certified funds in the form of a Certified Cashier's Check or Wire will be accepted for payoffs; all other payments will be returned. Payoff funds will not be accepted through bill payment services, websites, ACH drafts, or by telephone. To obtain a Payoff Statement, please contact Customer Service at 1.855.241.5700 or fax the request to 1-847-574-7659. Interest and any applicable fees or charges will continue to accrue if certified funds are not received by the date in the Payoff Statement.

Telephone Payments: Some payments can be made by telephone. When permitted by applicable law, a fee may apply for this service in the amount of \$9.50 when using the automated system, or \$11.50 when speaking with a live representative. Payments can be submitted by mail or online for no additional fee, and other free payment options may also be available. To make a telephone payment or obtain information about free payment options, please contact us at 1,855.241.5699.

Inquiries: General inquiries should be mailed separately from your mortgage payment to our correspondence address. Be sure to include your loan number and telephone number, including area code, on all inquiries. RESPA Notices of Error and Requests for Information must be sent only to the address indicated below, including the specific Attention line noted.

### Correspondence

Mail Stop 1290 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047-8945

### Customer Service Department

1.855.241.5700 TDD: 1.866.352.3684 Fax: 1.847.574.7659 Monday - Friday 8:00 am - 5:00 pm EST

### Payoff/Overnight Payments

Mail Stop 1270 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047-8945

### Telephone / Fax Numbers and Hours Collection Department

1.855.241.5699 TDD: 1.866.352.7564 Monday - Friday 8:00 am - 5:00 pm EST

### RESPA Notice of Error/ Request for Information

Attention: Mail Stop NOE 1290 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047-8945

### Website Address

www.santanderbank.com

Hazard Insurance Reminders: It is your responsibility to maintain proper and sufficient hazard insurance coverage. Hazard insurance includes Fire and Extended Coverage, and where required. Flood Insurance. To protect our mutual interest in the mortgaged property, we will require evidence of proper insurance. Absent this evidence, we are required to force place coverage (not including your equity) on your behalf and charge your mortgage account. You will be given prior notice before coverage is placed. Penodically, please consult your insurance agent to ensure that your policy adequately meets your needs. Please forward all insurance policies and bills that you receive to Hazard Insurance Department, PO Box 961292, Fort Worth, TX 76161-0292 or fax to 1.855,640,4865.

Property Tax Reminders: It is your responsibility to file for any tax exemptions. Should you receive a delinquent, adjusted or corrected tax bill, please forward it directly to Tax Department, Mail Stop 1170. 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945. Supplemental bills are often issued in addition to yearly real estate tax bills and are your responsibility. They are not collected through an escrow account.

Credit Reporting: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you believe any information we have reported or may report to a credit bureau about your loan is inaccurate, please notify us at the following address: Credit Information Department, Attention: Mail Stop NOE 1290, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047-8945.

ADDITIONAL NOTICE TO CUSTOMERS WHO ARE IN BANKRUPTCY OR WHOSE OBLIGATION HAS BEEN DISCHARGED: THIS MORTGAGE STATEMENT INCLUDES INFORMATION REQUIRED UNDER THE CONSUMER FINANCIAL PROTECTION BUREAU REGULATIONS. IF THE FIRST NOTICE OR FILING HAS BEEN MADE, THIS IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY FOR THE DISCHARGED OBLIGATION BUT INSTEAD REFLECTS THE CREDITOR'S RIGHTS TO ENFORCE THE SECURITY INTEREST IN THE PROPERTY. LATE CHARGES: LATE CHARGES ON AUTOMATIC STAY UNDER TITLE 11 OF THE UNITED STATES CODE.

### CHANGE OF ADDRESS OR PHONE NUMBER

Addres	ss Change	Phone Number Change	
Loan Number		Date	
Borrower's Name		Co-Borrower's Name	
Street Address		City/State/Zip	
Home Phone		Business Phone	
Borrower's Signature		Co-Borrower's Signature	