

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Judith W. Olsen

Plaintiff

Civil Action No.1:04-CV-0458-ODE

v.

Mortgage Portfolio Services, Inc.

Household Mortgage Services (HSBC)

GRP Financial Serv. Corp.

Defendants

AFFIDAVIT AND FINDINGS OF FACT IN REGARD TO DEPOSITION

COMES NOW Judith. Olsen, hereinafter, "Plaintiff", do swear under penalty of perjury under the laws of the United States and files this Statement and Affidavit admissible pursuant to FRE 301 and FRE 801 into the record of The United States District Court for the Northern District of Georgia, Atlanta Division on April 12, 2005.

AFFIDAVIT OF Judith Olsen

The undersigned, Judith Olsen, hereinafter "Affiant" does herewith assert and declare on Affiant's unlimited liability that Affiant issues this AFFIDAVIT OF Judith Olsen with sincere intent, that Affiant is competent to state the matters set forth herein, that the contents are true, correct, complete and not hearsay in accordance with Affiant's knowledge, understanding, and intent. Affiant is of sound mind, and over the age of twenty-one. Affiant reserves all rights. Affiant being unschooled in law, and who has no bar attorney, without an attorney, and having never been represented by an attorney, and does not waive counsel, knowingly and willingly Declares and duly affirms:

Affiant herein is competent to state the matters, set forth herein, that the contents are true, correct, and complete in accordance with Affiant's knowledge, understanding, and intent. Affiant asserts and declares in absence of the transcript the following recollection of the events of the above mentioned deposition:

Affiant showed up on time to give a deposition scheduled by Richard B. Maner of Hudnall, Cohn and Abrams law firm on April 11, 2005 at 10AM.

After being sworn in by the court reporter in attendance, Affiant made a statement for the record and then asked the attorney present if he could produce the original note that Affiant signed.

Upon request, for the court record, the attorney was unable to produce the original note.

Affiant then told the attorney that until such time as he could produce the original note proving that his client was the Holder in Due Course, that he had no right to ask these questions.

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 (9th 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."

He then tried to get Affiant to admit that Affiant was deliberately violating the court order.

Affiant stated for the court record that it was not Affiant's intent to violate any court order. It was Affiant understands that the court order granted a 60 day extension for discovery, not that questioning Affiant had to be a part of that discovery.

Affiant then said again that at such time that he produces a *material fact*, such as the original blue ink note that gives his client standing to collect answers or anything else from Affiant, that Affiant would not answer.

Any man or woman with *first hand knowledge of all the facts* pertaining herein and absolute power and authorization to rebut this affidavit desiring to rebut this AFFIDAVIT OF Judith Olsen asserted herein must rebut each and every point separately in the same manner as this

Affidavit *within 10 days* (Affiant considers this a reasonable time given that Defendant has had over a year to produce it; either she has it or she doesn't) with the responding party's own signature and endorsement notarized and executed as true, correct, and complete with positive proof attached. *Absent positive proof to rebut all assertions, any response shall be deemed null and void having no force or effect and waives any of HOUSEHOLD FINANCE CORP/GRP FINANCIAL SERVICES CORP.'s immunities or defenses.*

HOUSEHOLD FINANCE CORP/GRP FINANCIAL SERVICES CORP. further agrees and consents to this administrative notice and default under this affidavit as clear and convincing evidence and proof:

That they are *not the Holder in Due Course* and relinquish all efforts to collect on the promissory note in their possession. Bankruptcy Courts have followed the Uniform Commercial Code. In Re Investors & Lenders, Ltd. 165 B.R. 389 (Bkrcty.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. Kauanoie, 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.

Defendant has never been able to provide plaintiff with a general ledger and T- accounting showing any of payments made by plaintiff.

That the note in their possession is a mere copy and grants *no rights title or interest in fact.*

That without any material fact *they have no claim.* "*Where the complaining party cannot 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)

5. That because of these facts, *full discharge of the note and re-conveyance of the Security Deed is appropriate.* See John P. McCAY, Jr. and Rosemary L. McCay v.

CAPITAL RESOURCES COMPANY, LTD. 96-200 S.W.2d Supreme Court of Arkansas Opinion delivered March 24, 1997 " original note's terms could not be enforced by use of copy without proving it lost,

destroyed, or stolen as required in code -- adequate protection to appellants from future claim not given. -- Where appellee apparently never possessed appellants' original note as provided in Ark. Code Ann. § 4-3-309(a)(i) (Repl. 1991), but was required, even if it had, to have proven all three factors specified in § 4-3-309(a) and did not do so, appellee could not enforce the original note's terms by the use of a copy; even if all three requirements in § 4-3-309(a) had been proven, the trial court was still obligated to ensure that appellee provided adequate protection to the appellants from any future claim, and this, too, was not done."

Judith Olsen

C/o 525 Rose Border Dr

Roswell, Georgia [30075]

ACKNOWLEDGMENT

On this day came before me the Affiant a living flesh and blood man to attest and affirm the signature is true, complete, and correct on the foregoing affidavit. Judith Olsen the undersigned, who is personally known by me or upon proper identification, personally came before me, the subscriber, a notary public in and for said County and State, and Duly Affirmed the truth of the foregoing Affidavit in my presence. The Affiant also acknowledged the signing thereof to be her own voluntary act and deed. Signing the within instrument in my presence and for the purpose therein stated.

Signed this 12 day of April, 2005

County of _____

ss:

State of _____

seal:

My commission expires on: _____

By _____

Notary Public

In a sealed envelope, deposited in the U.S. Mail, certify mail fully paid
and addressed as follows: Richard B Maner

Hudnall, Cohn and Abrams, P.C.

Suite 200

780 Johnson Ferry Road

Atlanta, Georgia 30342

Judith Olsen

C/o 525 Rose Border Dr

Roswell, Georgia [30075]

Return to www.MSFraud.org