

REQUEST TO ADMIT

You are requested to admit, for the purposes of this proceeding only, the truth of the following facts:

1. What was the purpose of the borrower coming to the bank? (A loan).
2. Were the funds to be paid to the alleged borrower or seller of the house? (The check was written to the seller).
3. The check written, does it represent an asset of the bank? (I do not know).
4. Is it a bank policy to first deposit money into an account before writing a check on that account? (I think so).
5. Where did the funds originate to fund the check? (What do you mean originate?).
6. Did the bank originate the funds for the check or did the borrower originate the funds for the check? (I do not know, the money came from a pool of money at the bank).
7. According to your understanding of the agreement, do you believe the bank or borrower was to originate the funds to issue the bank loan check? (I think the bank was the one).
8. To the best of your knowledge where did the funds originate from? (From a liability).
9. So you say a liability, Banks have assets and liabilities, can you explain to the court the difference between an asset and liability with respect to a mortgage? (An asset is something you own and can sell. A liability is what you owe).
10. Is it your position you own the mortgage note? (Yes the bank owns it).
11. Did you issue a check based on the value of the mortgage note? (Yes).
12. Then the asset you used to issue the check was that of a mortgage note? (Yes).
13. Is it your belief that the bank has a standard operating policy? (I think so).
14. Are banks bookkeeping entries in compliance with bank laws? (Yes).
15. Are you aware that in this country, banks can loan money? (Yes).
16. Does the law provide what kind of money the banks can loan? (I don't know. I am not an attorney).
17. Is there any particular definition of money under that act? (I don't know).
18. Is it your position that your bank loans the kind of money reported by the act? (Yes).
19. Is it presumed that the bank will not act unlawfully given the nature of the laws governing the activities?
20. Do you know what money looks like? (Yes).
21. Can you describe what the money looks like that was to be loaned to the borrower? (Yes).
22. Please describe what money looks like. (The witness, the bank, describes greenbacks).
23. Is that all the money in the United States you are aware of the banks using? (Yes).
24. What is credit? (The same as money).
25. How much was the loan?(\$100,000)

26. Is that \$ 100,000 in cash or cash equivalent? (Yes).
27. What did the bank have to loan the borrower in order for the bank to legally own the promissory note? (\$ 100,000).
28. If the bank refused to loan \$ 100,000 is it your position that the bank still owns the promissory note? (If the bank refused to loan the \$ 100,000, the bank would not legally own the promissory note).
29. Was the borrower to loan the bank anything? (No).
30. Was the borrower to deposit anything? (No),
31. Was the borrower to exchange the promissory note with credit in the borrower's transaction account? (I never heard of that before).
32. Was the borrower to give something of value worth \$ 100,000 to the bank before the bank loaned the borrower \$ 100,000 of legal tender? (I never heard of that before).
33. How would you define an exchange? (\$100,000 cash swapped for a \$100,000 check).
34. How would you define a loan? (The bank gives \$ 100,000 to a borrower and the borrower must repay the money plus interest).

Questions for bank auditor or head accountant

35. Are the bank bookkeeping entries to correlate to the bank loan agreement? (Yes).
36. According to your understanding, who owns this promissory note? (The bank).
37. Was someone to loan something to someone according to this paper? (Yes).
38. Tell me who you think was to loan exactly what to whom according to this? (The bank was to loan \$ 100,000 to Mr. Victim).
39. In your opinion, do the banks today, when making loans based on mortgages, part with an asset when they grant loans when the bank pays the seller of the house or the alleged borrower? (Yes).
40. On 2-28-87, the moment before, the second before the promissory note was signed, did the bank have the funds it loaned to the borrower? (Yes).
41. Where did the asset come from? (From a pool of bank money).
42. Did the bank assets decrease by the amount of the loan? (I don't know because I did not review the bank bookkeeping entry).
43. On a standard bank loan, if the bank loaned an asset, would the bank assets decrease by the amount of the loan? (No, not at the time).
44. When would it not decrease? (When the bank replaces the borrower's promissory note with other depositors' cash).
45. Did the bank actually loan cash as opposed to a check? (Normally it is a check?).
46. Do bank liabilities increase if this check is deposited at a bank? (Yes).
47. If this same check is deposited, do bank assets increase? (Yes).
48. Do bank assets decrease by the amount of the loan? (No).

49. Do bank assets increase as a result of a bank loan? (Yes).
50. If a bank customer withdraws money from his account, do bank assets decrease? (Yes).
51. If a bank customer deposits funds into his account at the bank do bank assets increase or decrease? (Increase).
52. Please explain why bank assets and liabilities increase when banks grant loans. (The promissory note is recorded as a bank asset offset by a bank liability).
53. How was the money paid to the borrower? (By a check).
54. Read Black's Law Dictionary's definition of a check. Do you agree or disagree with this definition? (I agree).
55. Who supplied the money to fund the check? (From a pool of bank money).
56. Whose asset is the promissory note? (The bank's)
57. How did it become the bank's asset? (Because the borrower gave it to the bank).
58. Was the borrower loaned a bank asset for the promissory note? (yes, the borrower received a check you can get cash for).
59. Was the promissory note available to sell for cash and this cash was available to be used to fund the check? (It is complicated and I cannot answer yes or no).
60. Was the money to fund the check in existence before the promissory note was signed by the borrower. (No...See promissory fraud).
61. According to your understanding when did the bank legally own the promissory note? (When the borrower received the bank loan check).
62. Was the bank or the borrower to provide the funds to issue the bank loan check? (The borrower).
63. How was the borrower to fund the check if the bank was to loan the borrower money? (That is just the way banks operate).
64. Did the bank own the promissory note without loaning the borrower legal tender or other depositors' money or a check? (Yes).
65. Was the promissory note used in any way to fund the bank loan check? (Yes).
66. According to your understanding, did the bank own the promissory note before or after the bank issued the bank loan check to the borrower? (Before the check was issued).
67. Is it your understanding the bank did not loan the cash to the borrower and still claimed the bank owned the promissory note? (yes).
68. Is it your understanding that the bank owned the promissory note without loaning one cent. (Yes).
69. Is it your understand the bank received something of value from the borrower, returned the value back to the borrower in a different form and then called it a loan, telling the borrower to repay the principle and interest as if there was a loan? (Yes).
70. Was this disclosed in the written bank loan agreement? (No).
71. Did you ever see this disclosed in the band advertising? (No).

72. Does the bank have to own the asset before they can use the asset to issue the loan check and claim the bank loaned its money to the borrower? (I am not a lawyer).
73. Did the bank fulfill the agreement to legally own the promissory note? (Yes).
74. What exactly was to happen concerning the money trail and the promissory note trail between the bank and borrower in order for the bank to legally own the promissory note? Did the bank receive the promissory note in a way similar to receiving a gift? (Yes).
75. Did the bank sell the promissory note without fulfilling the written agreement? (Yes).
76. Does the check represent a liability to pay money? (yes).
77. To whom is the money owed in respect to the money loaned? (To the borrower and then the person to whom the check was issued?).
78. Did the bank record the promissory note as a bank asset? (Yes).
79. Did the bank balance the bank books by crediting an account to offset the asset? (Yes).
80. According to the standard bank practice, what account would the credit or liability be to? (Cash or a check or a transaction account).
81. Would the net result be to the check issued to the borrower or seller of the house? (Yes).
82. If a check is deposited, does it transfer funds from one account to another? (Yes).
83. To fund this check, do you know of any source other than depositors' money or money the bank received as a loan, that the bank may have used to fund this check? (No).
84. Do you have any knowledge of the borrower agreeing to be the depositor and to use this deposit to fund the bank loan check back to the same borrower? (No).
85. Do you have any knowledge of the borrower agreeing to fund the bank loan check back to the same borrower? (No).
86. Do you have any information showing the borrower provided the funds to issue the bank loan check to the same borrower? (Yes).
87. Where did you get this information? (From the federal reserve publications).
88. Do you have any knowledge of the written bank loan agreement in conflict with the written federal reserve bank policies and procedures? (Yes).
89. Please give all the details according to your understanding. (I plead the 5th.,)
90. Did you sign this receipt from the Post office showing you received a package from the borrower? (Yes).
91. Did you receive a package from the Post Office regarding this registered mail receipt? (Yes).
92. Did the receipt show the contents were insured to be sure you received the contents? (Yes).
93. Did the contents have a letter and copies of the federal reserve publications (Modern Money Mechanics, I Bet You Thought and Your Money)? (Yes).
94. Do you have any proof these publications enclosed in the package were materially incorrect? (No).
95. If these publications are correct, do they show the federal reserve bank policy and procedures regarding loans from member banks of the federal reserve bank? (Yes).

96. Do you have any proof the bank assets and liabilities do not increase as a result of a bank loan? (No).
97. Have you any knowledge of any bank operation of the bank receiving funds from a customer and depositing the funds or using the funds to issue a check without the customers knowledge, permission or authorization? (No).
98. Do you have any knowledge of the borrower giving the bank written permission or authorization to take funds from them to fund the bank loan check, then the bank gives the same check back to the same borrower or the seller of the house, claiming they loaned the borrower the check? (No).
99. Do you have any knowledge of being able to write a check unless the funds are first deposited in an account to make the check valid? (No).
100. Are bank checks redeemable in cash upon request? (Yes).
101. Is cash or cash equivalent first deposited before issuing a check? (Yes).
102. Do you know of any exceptions? (No).
103. If a bank customer brings the bank funds and the bank deposits the funds, does the customer have the right to withdraw the funds?(Yes).
104. If the customer withdraws the funds, is the money withdrawn a loan from the bank or a return of capital earlier deposited? (It is a return of capital).
105. In this situation, do you have any knowledge of the funds being withdrawn as a loan to the customer who brought the funds to the bank? (No).
106. Do you have any knowledge of the borrower agreeing to sign a bank signature card? (No).
107. Do you have any knowledge of the bank creating a borrower's transaction account? (No).
108. Do you have any knowledge of the bank exchanging the promissory note for a check, thus using the promissory like money or sold it for money to fund the bank loan check to the same borrower? (Yes).
109. How did you obtain this knowledge? (From the package the borrower mailed me showing me the federal reserve bank publications).
110. Is it your opinion the banks follow the written federal reserve bank policies and procedures? (Yes).
111. To the best of your knowledge, is it the policy of the bank to allow one to write a check from another depositor's account without that depositor's knowledge, permission or authorization to use the deposit to fund the check? (No).
112. To the best of your knowledge does the bank receive deposits from customers without giving the customer a deposit slip or giving the customer a bank statement showing the deposit? (No).
113. To the best of your knowledge does the bank receive funds from customers and use the funds to fund checks without the customer's knowledge, permission or understanding? (No).
114. What was the purpose of having the borrower sign the promissory note? (The borrower signed the promissory note agreeing to repay the money the bank loaned to the borrower?).

115. According to the bank policy, please give me details of exactly what you are calling money? (Cash and checkbook money?).
116. Is cash legal tender? (Yes).
117. Is checkbook money legal tender according to the federal reserve bank? (Checkbook money is not legal tender).
118. Is checkbook money a bank liability? (Yes).
119. Is check book money a bank liability owing cash or legal tender. (Yes).
120. Does the bank deal in money that is legal tender and not legal tender? (Yes).
121. Does the bank pool legal tender and non-legal tender together calling it money? (Yes).
122. Please give me a physical description of what the non-legal tender money looks like? (It is really the borrower's promissory note and bank assets like government bonds but the bank redefines the word money and calls the offsetting bank liabilities money such as checkbook money).
123. Does the bank record cash as a bank asset or a bank liability? (As a bank asset).
124. Does checkbook money represent the bank owing legal tender or cash? (Yes).
125. Is owing cash the opposite of cash? (Yes).
126. Does the bank call cash and the opposite of cash money? (Yes).
127. According to the bank policy, is the promissory money? (It is money to the bank but not money to the borrower?).
128. If it is money, then is it the bank policy the borrower gave the bank money? (Yes).
129. Did this money fund the check? (Yes).
130. Do you believe the borrower agreed to give the bank money and the money was used to fund the same check back to the same borrower calling it a bank loan? (Yes).
131. Was the cost of the borrower giving the bank the money shown on regulation or schedule Z showing the cost of the principle and the interest? (No).
132. Do you believe the borrower agreed the promissory note is money according to the bank policy? (No).
133. Are you saying the promissory note represents a deposit or the equivalent of a deposit? (Yes).
134. Does that not represent an asset of the borrower? (I do not know).
135. Is it your opinion the bank owns the promissory note without the bank giving consideration in accordance with the agreement? (No, the bank has to give money to the borrower according to the agreement.).
136. Do you believe the borrower owns the promissory note until the bank gives consideration in accordance with the agreement? (Yes).
137. According to your understanding, what is the full agreement? (I plead the 5th.,).
138. When the promissory note is deposited, is it an asset of the borrower? (It becomes an asset of the bank and the bank owns what ever is deposited).
139. If a customer deposits something at the bank, is there a new offsetting liability? (Yes).

140. Is the liability an indication the bank owes the depositor money? (Yes).
141. If the deposits the promissory note, does the bank owe money to the depositor? (The bank owes money to the seller of the house the borrower is purchasing).
142. If the borrower deposited cash instead of a promissory note, would there be an offsetting liability? (Yes).
143. Would the bank owe the seller of the house this liability just as if the borrower deposited a promissory note? (yes).
144. In both cases, did the money come from the borrower? (Yes).
145. In both cases, did the bank obtain the bank loan agreement without the bank risking or investing one cent of other depositors' or investors' money? (Yes).
146. Did the bank obtain the bank loan agreement for free? (No the bank gave a check).
147. Did the bank pay the liability the bank created when recording the promissory note as a bank asset? (No).
148. Do you have any proof the bank intended to pay the liability? (No).
149. Is transferring the liability from one checking account to another by means of a check payment of the liability? (No).
150. Is it your understanding that when the bank deposited the promissory note, that deposit transferred ownership of the promissory note to the bank? (Yes).
151. Can you show me in the loan agreement, where this was agreed to? (I do not know where it shows that).
152. If the borrower was really the borrower and not the depositor, is it fair to say the bank had the funds at the bank to issue the check before the borrower signed the promissory note or before the bank claimed ownership of the promissory note? (Yes).
153. Was the borrower really the lender or creditor or depositor to the bank? (Yes).
154. In your opinion, was the bank intending to repay the loan or deposit from the borrower? (No. The bank did not want the borrower to know he was also the creditor, lender or depositor).
155. According to your knowledge, what is the whole truth oa to the real bank loan agreement? (The band and the borrower were both lenders. There was an exchange of a loan from the borrower to the bank which funded the same loan back to the same borrower and only one loan was disclosed and repaid).
156. Do the bank bookkeeping entries show a debt owed for the promissory note the bank obtained? (Yes).
157. If the bank paid this debt, could it cancel the promissory note? (Yes).
158. If the bank recorded the promissory note as a loan from the borrower to the bank, would the bank bookkeeping entries be materially different than the standard bookkeeping entries be materially different that the standard bookkeeping entries for issuing a standard bank loan? (There is no difference).

159. If the bank recorded the promissory note as a loan from the borrower to the bank, could it cancel the loan from the bank to the borrower? (Yes).
160. Did the bank return the loan or pay the debt associated with the promissory note? (No).
161. Do you believe the borrower agreed to loan the promissory note to the bank and not have the bank repay the loan? (No).