					on a conservation of the c	**************************************	
UCC FINANCING STATEMENT					STATE OF INDIANA LAKE COUNTY FILED FOR RECORD		
FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional]					FILED FOR RECORD		
t. NAME & PHONE OF CC	ONTACT AT FILE	20	07 000472	200	1 JUN 23 A	111:34	
S. SEND ACKNOWLEDGN	MENT TO: (Name	e and Address)					
In Care of:				M	ICHAEL A. BI	ROWN.	
	85 Durbin Str				RECORDE	R	
	ary, Indiana l ia Marie: Hu	Republic [46406] nt El					
		 2.					
L Doe o	wersize	i.	THE ABOVE	SPACE IS FO	R FILING OFFICE US	BE ONLY	
DEBTOR'S EXACT FUL 1a. ORGANIZATION'S NAI		insert only <u>one</u> debtor name (1a or 1b)	-do not abbreviate or combine names				
HUNT,GIA,MA	RIE/ORGA!	NIZATION/TRADEN	AME/TRADEMARK-DEBTOI	R			
1b. INDIVIDUAL'S LASTNA	AME		FIRST NAME	MIDDLE	NAME	SUFFIX	
. MAILING ADDRESS			СПУ	STATE	POSTAL CODE	COUNTRY	
785 DURBIN STREET			EAST CHIC	IN	46406	USA	
. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGA	NIZATIONAL ID#, if any		
08-90-5557	DEBTOR .	DBA	USA			N	
2a, ORGANIZATION'S NA	ME	LEGAL NAME - Insert only one de	ebtor name (2a or 2b) - do not abbreviate or combi	ine names			
2b. INDIVIDUAL'S LAST N	NAME		FIRST NAME	MIDDLE	IAME	SUFFIX	
2c. MAILING ADDRESS			СПУ	STATE	POSTAL CODE	COUNTRY	
SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGA	NIZATIONAL ID #, if any		
	NAME (or NAME of T	OTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)			L NC	
SECURED PARTY'S	DATE:		•		,		
3a, ORGANIZATION'S NAI				MIDDLE NAME SUFF		G1 (FE)14	
3a, ORGANIZATION'S NAI 3b. INDIVIDUAL'S LAST N			FIRST NAME	2017/00/20		SUFFIX	
3a, ORGANIZATION'S NAI 3b. INDIVIDUAL'S LAST N :Hunt El			FIRST NAME Gia	Marie		COUNTRY	
3a. ORGANIZATION'S NAI 3b. INDIVIDUAL'S LAST N :Hunt El . MAILING ADDRESS	NAME		СПУ	Marie	POSTAL CODE	COUNTRY	
3b. INDIVIDUAL'S LAST N :Hunt El . MAILING ADDRESS /0785 Durbin Stree	NAME et NT covers the following		Gia CITY Gary	Marie STATE Ind.	POSTAL CODE [46406]	COUNTRY	
3a. ORGANIZATION'S NAI 3b. INDIVIDUAL'S LAST N :Hunt El .MAILING ADDRESS /0785 Durbin Street This FINANCING STATEMEN This is Actual and of secolateral for security Agreement	et NT covers the following Contructive 1 curing contract t in the posses	Notice that all Debtor's ctual obligation in favorsion of the Secured Page 1	Gia CITY Gary s interest now owned or hereafter of the Secured Party as detail arty.	Marie STATE Ind. ter acquire led in a tru	POSTAL CODE [46406] ed is hereby access, complete, not	country uSA epted tarized	
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Filed in Clerk's Office

JUN 28 2007

LAKE CIRCUIT/SUPERIOR COURT

File Stamp Here

homos R. Philo

CLERK LAKE SUPERIOR COUR

Assignee of PROVIDIAN NATIONAL BANK						
The activity of the Court should be summari	zed as follows on the Chronological Case Summary (CCS)					
	a MOTION TO COUNTER-CLAIM TO VALIDATE CREDIT CARD DEBT	2007				
regarding alleged credit card transact	ctions listed.					
Propria Persona (not Pro Gia M. Hunt El c/o 785 Durbin Street Gary [46406] Indiana Republic [46406]) Se):	000472				
Opposing Counsel: PORTFOLIO RECOVERY A Connie Washington, Adminis 2001 Reed Road, Suite 100 Fort Wayne, IN 46815	•	FILED FO 2007 JUN 21				
* * * * * * * * * * *	* * * * * * * * * * * * * * * * *	* * * * PO				
(TO BE	E DESIGNATED BY THE COURT)	R R RE				
This CCS Enity Form Shall Be: [] Place in case file [] Discarded after entry on the C [] Mailed to all counsel by:C [] There is no attached order OR	CCS Counsel Clerk Court	OWN ORD				
DATE	APPROVED	· ·				
	JUDGE, Lake Circuit CERTIFCATE OF SERVICE:	Court				

Gia M. Hunt El, UCC 1-207

NOTICE OF CARDHOLDER BILLING DISPUTE THIS IS NOT A REFUSAL TO PAY

FILED FOR RECORD

Certified Mail Return Receipt: 7004 1350 0002 8655 7391

Gia M. Hun 2 607 000472

785 Durbin Street Gary [46406] Indiana Republic

MICHAEL A. BROWN Filed in Clerk's Office

To: PORTFOLIO RECOVERY ASSOCIATES, LLC
As ASSIGNEE of PROVIDIAN NATIONAL BANK

2001 Reed Road, Suite 100 Fort Wayne IN 46815 JUN 28 2007

Thomas R. Philask CLERK LAKE SUPERIOR COURT

Date: June 28, 2007

Alleged Credit card Account #:4465 6105 0073 8410

Amount in dispute breakdown:

Principal:
Accrued Interest at 8.0%

\$3868.71 \$ 821.65

Attorney Fees:

\$ 0.00

TOTAL:

\$4690.36

Greetings:

This letter is my notice to you that I am disputing the account rendered for: PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK account number: 4465 6105 0073 8410, and that I am not refusing to pay said account rendered.

Your account rendered implies that you have loaned me your money or your credit. Case law indisputably have ruled that a bank cannot loan its own credit:

- "Banks are not eleemosynary institutions. They may lend their money but not their credit", Norton Grocery Company vs. People's national Bank of Abbingdon, 144 S.E. 501, 503, "eleemosynary" -charitable, not-for-profit.
- "Banks are expressly authorized...to lend money upon personal security; they are without powers." Howard and Foster Company vs. Citizen's National Bank 130 S.E. 759
- "A bank can lend its money but not its credit." First National vs. Monroe, 69 S.E. 1123, 1124.
- 4. "A BANK CAN LEND ITS OWN MONEY AND THAT OF OTHERS DEPOSITED WITH IT FOR A PROFIT.... It is money, not its credit, that a bank is to lend.... Neither as included in its powers nor incidental to

them is it a part of a bank's business to lend its credit.", A treatise On The Law Of Banks And Banking by John T. Morse, Jr.

United States Code, Title 12, Section24 declares that banks "shall have power to carry on the business of banking....by loaning money on personal securities." This section does not authorize banks to loan their credit.

However, Modern Money Mechanics, a workbook issued by the Federal Reserve Bank of Chicago, on page 6 declares that "Banks do not really pay out loans from the money they receive as deposits...What they do when they make loans is to accept promissory notes in exchange for credits to borrowers' transaction accounts." Page 7 says that "Loans are made by crediting the borrower's account, i.e., by creating additional deposit money."

If you have loaned me my credit and by your account rendered are attempting to collect from me an alleged debt allegedly owed to myself, please be advised that common aw and case law irrefutably declares that no one can owe a debt to himself, nor can appone be compelled to pay to him, herself, or themselves a debt alleged by another to be owed to him or herself.

Please be advised that I have never authorized you to treat my credit card application signature as a promissory note (which unbeknownst to me at that time) granted you a loan on my credit. Nor have I authorized you to monetize our credit card application signatures and to pay out my monetized credit. If you have monetized my credit card application signature as my promissory note without authority from me to do so and without disclosure to me that you have done so and if you have paid out my monetized credit without authority from me to do so without disclosure to me that you have done so then you have engaged in fraud by omission and have fraudulently concealed material matters of fact from me for purposes of fraudulent conversion and unjust enrichment.

Also, if your account rendered to me in the form of a credit card statement is an attempt by you to collect my funds from me to replace your unauthorized, undisclosed payout of my unauthorized, undisclosed monetized credit, please be advised that such collection is an unscrupulous, unconscionable, illegal and unlawful attempt by you to collect from me for your possession and use is an alleged debt I allegedly owe to myself. Such an attempted collection constitutes by false pretenses and false representations an attempt to fraudulently convert to your possession and use of my funds that I control and that I have never knowingly, understandingly, willingly and freely granted to you as a loan of my credit.

If you in fact claim that you have loaned me the bank's money, the bank depositors' money or some third party's money, please be advised that I have never received such money and that I am still waiting for you to loan it to me. If your credit card statement is an attempt to collect said loaned money, please provide me with documented evidence that you have sent, and that I have received said money. Since this is a disputed debt and not a refusal to pay, you have no right to report to any third party any derogatory

credit information other than that this debt is disputed per the Fair Credit Billing Act section 162 which states:

"After receiving notice from an obligor as provided in section 161(a), a creditor or his agent may not directly or indirectly threaten to report any person adversely on the obligor's credit rating or standing because of the obligor's failure to pay the amount indicated by obligor under section 161(a)(2) and such an amount may not be reported delinquent to any third party until the credit has met the requirements of section 161."

In accordance with my rights, this is my written notice to you prohibiting you from contacting me, my bank or any other third party by telephone. You may write to me, but do not call me.

This notice of credit card dispute establishes prima facie evidence as to the assertions made herein and is taken pursuant to the Truth in Lending Act & Fair Credit Billing Act, 15 USC 1666 et seq. and Public Law 93-495-October 28, 1974, and 12 CFR 226. 13, et seq.

I respectfully await your proper response to this notice of dispute within ten days upon receipt thereof.

Please be advised that if you fail to timely and properly respond to this notice in its entirety, I will presume that your failure to do so constitutes a tacit admission by you to me that you totally agree with me that:

- 1. PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNED of PROVIDIAN NATIONAL BANK monetized credit card holders credit and your bank paid out credit card holder's monetized credit without authorization from credit card holder and disclosure constituting fraud by omission and fraudulent concealment of material matters of fact.
- 2. PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK rendered in the form of a credit card statement is an unscrupulous and unconscionable attempt to convert credit card holders's property to PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK unwarranted possession and use by PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK paying out our unauthorized, monetized credit as if it were PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK money and fraudulently billing us for paying out our own unauthorized, monetized credit instead of PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK own money.

NOTICE & DEMAND

- 1. CEASE AND DESIST COLLECTION ACTIVITIES
- 2. CEASE PHONE CONTACT WITH CARDHOLDER OR ANY THIRD PARTY
- 3. CEASE DERROGATORY REPORTING TO ANY THIRD PARTY UNTIL THE DEBT IS VALIDATED
- 4. YOU MUST PRESENT MY INK SIGNED SIGNATURE ON THE ORIGINAL PURPORTED LOAN

PRIOR TO VALIDATION OF PURPORTED DEBT

Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C., Sec. 1601, 1692 et seq, this constitutes timely written notice that the law requires we return the attached erroneous purported debt which is unsigned and unattested, and which we herein discharge and cancel in it's entirety, without dishonor, on the grounds of breach, false representation and fraud.

15 U.S.C., Sec. 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt" includes the false representation of the character or legal status of any debt. It further identifies as a deceptive practice any threat to take any action that cannot legally be taken.

The Notice you have sent omits information that is required to be disclosed, such vital citations, disclosing the agency's jurisdictional and statutory authority. Said Notice further contains false deceptive and misleading representation, and allegations intended to intentionally pervert the truth for the purpose of inducing one in reliance upon such to part with properly belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of her property and her prerogative rights, resulting in a legal injury.

Pursuant to 15 U.S.C., Sec. 1962 (g)(4) Validation of Debts. If you have evidence to validate your claim that the attached does not constitute fraudulent misrepresentation and that I owe this alleged debt to your entity, this is a demand that within ten (10) days, you provide such validation and supporting evidence to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been met and your claim is validated, you have no jurisdiction to continue any collection activities.

This is a CONSTRUCTIVE NOTICE that, absence of the validation of your claim within ten (10)days, you must cease and desist any further collection activity and you are hereby prohibited from contacting me, by telephone, in person, or at my home. You are further prohibited from contacting my bank, my employer or any third party. Each and every attempt of such contact, in violation of this Act, will constitute harassment, defamation of character and will subject your agency and/or board including any and all agents in his/her/their capacity, who take part in such harassment and defamation to a liability for actual damages, as well as statutory damages up to \$10,000 for each and every violation plus a further liability for legal fees to be paid to any counsel which I may retain, that is if I do NOT wish to present myself. Furthermore, absent such validation of your claim, you are prohibited from filling any notice of lien and/or levy

and are also barred from reporting any derogatory credit information on any Credit Reporting Agency regarding this disputed purported debt.

Should PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK violate any of the following three items:

- 1. PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK is prohibited from coflection activity.
- 2. PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK may not phone mortgagor or any third party.
- 3. PORTFOLIO RECOVERY ASSOCIATES, LLC as ASSIGNEE of PROVIDIAN NATIONAL BANK is prohibited from reporting to any third party

Please be advised that the following dollar amount of penalties may apply to any illegal activity on your part and also may apply in the subsequence seeking of damages on my part for anything from:

18 USC 1341 - Schemes to defraud

\$1,000,000

18 USC 1344 - Bank fraud

\$1,000,000

42 USC 1944 - Violation of prohibited peonage

\$ 250,000

The total could reach \$8,677,000.00.

I hereby attest that, to the best of my knowledge and belief that the best of

County of Lake

State of Indiana

Gia M. Hunt known to Me by proper identification and duly sworn and subscribed in My presence this day of June

Notary Public

Notary Public's Address

MELISSAK. MURPHY
Lake County
My Commission Expires

April 25, 2015

AFFIDAVIT FOR PORTFOLIO RECOVERY ASSOCIATES, LLC'S PROVIDIAN NATIONAL BANK OFFICIAL(S) TO SIGN:

Affidavit for PROVIDIAN NATIONAL BANK Official to sign: **Affiant** Date Sent with PROOF OF CLAIM to PROVIDIAN NATIONAL BANK.: 6./28/07 CERTIFIED RETURN RECEIPT #: 7004 1350 0002 8655 7.591
RE: PROVIDIAN NATIONAL BANK.'S AFFIDAVIT FOR YOUR BANK OFFICIAL IN CIPIC OFFICE O **AFFIDAVIT** JUN 28 2007 **COUNTY OF** STATE OF Affiant herein, a resident of the State of state under penalties of perjury under The Laws of the STATE OF that Affiant is competent to be a witness, Affiant has personal knowledge of the following facts, and that the facts contained herein are correct, complete and not misleading. Affiant states that Affiant knows and understands the meaning of "penalties of perju Affiant states that Affiant knows and understands that ignorance of the Law is not an excuse for violating the Law. Affiant states that Affiant knows and understands the laws that govern banking and financial transactions. Affiant states that Affiant has consulted a duly qualified Bar Card carrying attorney at law and showed said attorney the "Proof of Claim" before signing this Affidavit. Affiant states that Affiant has a thorough knowledge and understanding of the money banking system of the United States. Affiant states that the above named lending institution loaned money to the alleged borrower. Affiant states that both parties, borrowers and lender, have equal protection under the law regarding the credit card agreement referenced by the above numbered credit card transaction.

assets as consideration to purchase the borrower's promissory note," to established the

PROVIDIAN NATIONAL BANK. / BANKER'S STATEMENT OF FACTS - 1

The above named-lending institution provided the money or its equivalent from its own

above numbered credit card transaction account.

The above named lending institution did not deposit the borrower's promissory note as an asset then wrote a check against said deposited asset to give to borrower as a loan with interest to establish the numbered credit card transaction account.

The alleged borrower does not provide anything with a cash value that the above named-lender uses to fund a loan check to complete the closing financial transaction in the above numbered credit card transaction account.

The one who provided the money or its equivalent to fund the above number construction /mortgage loan is the one to be repaid the money or its equivalent in this credit card transaction account.

The charter of the above named financial institution grants it the authority to create "checkbook money" and lend it as money or its equivalent.

The above named financial institution that allegedly provided the loan followed generally accepted accounting principles (GAAP) and Federal Reserve Bank rules, regulations policies, and procedures to establish the above numbered credit card transaction account.

The above named financial institution that provided the alleged **credit card transaction did not** make an exchange, but truly loaned its equivalent or other depositors' money or its equivalent.

The borrower has the right to repay the loan in the same specie of money or its equivalent the above named-financial institution used as a deposit to fund the loan check used to establish the above numbered credit card transaction account.

The above named-financial institution has the lawful right to demand payment from alleged borrower in a specific kind of money or its equivalent or currency in violation of HJR-92.

The above name-financial institution made full disclosure to the alleged borrower and did not violate the Truth in Lending Act.

The above named-financial institution fully performed on the value of the credit card transaction agreement to establish the above numbered credit card transaction account.

The above named-financial institution did not violate the State's Usury Laws.

The above named-financial institution risked its own assets in the credit card transaction to establish the above numbered credit card transaction account.

The above named-financial institution risked its depositors' assets in the credit card transaction to establish the above numbered transaction to establish the above numbered

Filed in Clerk's Office

JUN 28 2007

credit card transaction account.	ride a certified copy of the CLERK LAKE SUPERIOR COURT
The above named-financial institution will provaccounting" that was set up to establish the above beginning, starting with the alleged Borrow accounting of all funds going in and out of said	ove numbered credit card account from er's Promissory Note and providing a full
Further Affiant says naught.	200
Head of Collections, Affiant	07
I certify that on thisday of	, 2007 A.D., a Man/Woman
who is know to me to be	
appeared to attest and affirm that He/She is the	Man/Woman executing the foregoing
Affidavit.	

DATE

NOTARY PUBLIC

My Commission Expires

* THIS DOCUMENT'S ANSWERS MUST ALSO BE RETURNED TO THE NOTARY AND BORROWER ON DATES STATED IN THE PROOF OF CLAIM CORRESPONDENCE.

I, THEREFORE, set forth my hand and Sea in affirmation of the execution thereof.