

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN 28 AM 11:34

MICHAEL A. BROWN
RECORDER

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] **2007 000472**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

In Care of:
785 Durbin Street
Gary, Indiana Republic [46406]
Gia Marie: Hunt El

L Doe oversize

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
HUNT, GIA, MARIE/ORGANIZATION/TRADENAME/TRADEMARK-DEBTOR

OR
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
785 DURBIN STREET EAST CHIC IN 46406 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
308-90-5557 **DBA** **USA** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
:Hunt El Gia Marie

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o785 Durbin Street Gary Ind. [46406] uSA

4. This FINANCING STATEMENT covers the following collateral:

This is Actual and Constructive Notice that all Debtor's interest now owned or hereafter acquired is hereby accepted as collateral for securing contractual obligation in favor of the Secured Party as detailed in a true, complete, notarized Security Agreement in the possession of the Secured Party.

NOTICE: In accordance with UCC - Property - this is the entry of the Debtor in the Commercial Registry as a transmitting utility and the following property is hereby registered in the same as public notice of a commercial transaction: Certificate of Birth Document # is in East Chicago, Indiana ; Employer Identification #8935-53-4524; UCC Contract Trust Account # 308905557{pending} TwentyTwo Dollars {\$22} Silver Coins; All property is accepted for for value and is exempt from Levy. Adjustment of this filing is from Public HJR-192 Public Law 73-10 and UCC 10-104. All proceeds, products, accounts fixture and the orders there from are released to the Debtor.

STREATER.MATHEW.ORGANIZATION/TRADENAME/TRADEMARK-DEBTOR

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ADDITIONAL FEE] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Secured Party: *Gia M. Hunt*

JUN 28 2007

CCS ENTRY FORM
LAKE CIRCUIT/SUPERIOR COURT

File Stamp Here
Thomas R. Philcox
CLERK LAKE SUPERIOR COURT

CAUSE NUMBER: 45D09-0705SC01617

CAPTION: **Gia M. Hunt El vs. PORTFOLIA RECOVERY ASSOCIATES, LLC as Assignee of PROVIDIAN NATIONAL BANK**

The activity of the Court should be summarized as follows on the Chronological Case Summary (CCS)

Defendant, by propria persona, files a **MOTION TO COUNTER-CLAIM PLAINTIFF TO VALIDATE CREDIT CARD DEBT**

regarding alleged credit card transactions listed.

Propria Persona (not Pro Se):

Gia M. Hunt El
c/o 785 Durbin Street
Gary [46406]
Indiana Republic [46406]

Opposing Counsel:

PORTFOLIO RECOVERY ASSOCIATES, LLC
Connie Washington, Administrative Manager
2001 Reed Road, Suite 100
Fort Wayne, IN 46815

2007 000472

MICHAEL A. BROWN
RECORDER

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(TO BE DESIGNATED BY THE COURT)

This CCS Entry Form Shall Be:

- Place in case file
- Discarded after entry on the CCS
- Mailed to all counsel by: Counsel Clerk Court
- There is no attached order OR
The attached order shall be placed in the RJO: Yes[] No[]

DATE _____

APPROVED _____

JUDGE, Lake Circuit Court

CERTIFICATE OF SERVICE:

We certify that on January 29, 2007, service of a true and complete copy of the foregoing document was made upon all counsel of record by depositing same in the United States Mail in envelopes properly addressed to them and with sufficient first-class postage affixed.

Gia M. Hunt

Gia M. Hunt El, UCC 1-207

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

LAKE COUNTY
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Certified Mail Return Receipt: **7004 1350 0002 8655 7391**

Gia M. Hunt
785 Durbin Street
Gary [46406]
Indiana Republic

2007 000472

2007 JUN 28 11:11:54

MICHAEL A. BROWN
RECORDER

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. Philcox
CLERK LAKE SUPERIOR COURT

Date: June 28, 2007

Alleged Credit card Account #: **4465 6105 0073 8410**

Amount in dispute breakdown:	Principal:	\$3868.71
	Accrued Interest at 8.0%	\$ 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:*

1. "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.
2. "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
3. "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, Section 24 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 law and case law irrefutably declares that no one can owe a debt to himself, nor can anyone 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

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MORTGAGE RECORDS

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 ASSIGNEE 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

2007 JUN 11 11:34 AM
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 LAKE COUNTY
 STATE OF INDIANA
 MICHAEL STOWEN
 THE CLERK

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 7391
RE: PROVIDIAN NATIONAL BANK 'S AFFIDAVIT FOR YOUR BANK OFFICIAL
RE: Credit Card Account # : 4465 6105 0073 8410

Filed in Clerk's Office

AFFIDAVIT

JUN 28 2007

COUNTY OF _____)
STATE OF _____) ss

Thomas R. Philcox
CLERK LAKE SUPERIOR COURT

I, _____, 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 perjury."

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 and 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.

The above named-lending institution provided the money or its equivalent from its own assets as consideration to purchase the borrower's promissory note," to established the

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COURT CLERK
RECORDED

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

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credit card transaction account.

Thomas R. Philcox
CLERK LAKE SUPERIOR COURT

The above named-financial institution will provide a *certified copy of the "T-Accounting"* that was set up to establish the above numbered credit card account from the beginning, starting with the alleged Borrower's Promissory Note and providing a full accounting of all funds going in and out of said account.

Further Affiant says naught.

Head of Collections, Affiant

I certify that on this _____ day 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.

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

NOTARY PUBLIC

DATE

My Commission Expires

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