

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

FILED
MAY 30 2012

CLERK, U.S. BANKRUPTCY
ORLANDO DIVISION

Case No. **6-05-02324-KSJ**

EUGENE E WILHELM
PHYLLIS J WILHELM
Debtors

Re: MOTION FOR APPROVAL A NOTICE OF COMPROMISE AND SETTLEMENT BETWEEN
TRUSTEE, DEBTOR, RONALD VANDYKE, SHRINERS HOSPITALS FOR CHILDREN,
MARION JOHANNESSON, SANDRA OAK, BOB WILHOIT & PNC BANK, N.A.

AFFIDAVIT OF TRUTH

Comes now, Ronald Thomas Van Dyke, your Affiant, being competent to testify and being over 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein, states that he has first-hand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge. He respectfully requests the indulgence of this court as he is not schooled in law. This is provided by the precedent set by *Haines v. Kerner* at 404 U.S. 519.

1. Your Affiant received notice of this matter in the afternoon of Monday, May 14, 2012* by First Class Mail postmarked 12 May 2012 PM3²¹.
2. Your Affiant is not now, nor has he ever been, a debtor to Eugene E. Wilhelm or Phyllis J. Wilhelm, either in their Personal or CORPORATE capacity.
3. Your Affiant's STRAWMAN was named as a defendant in a lawsuit filed by the Wilhelms in July 2005, Case Nos. 05-2005-CA-009048 & 05-2005-CP-009048.
4. Your Affiant submits to this Bankruptcy Court, Exhibit A: the paperwork filed with the Brevard County Circuit Court in this matter on May 11, 2012, as testimony pertinent to Case No. 6-05-02324-KSJ.
5. Your Affiant points out that in the very first sentence of Exhibit A it is duly noted that this case has never gone to trial; therefore, only un rebutted affidavits stand as facts in the matter. any and all allegations to the contrary notwithstanding.
6. Your Affiant has never seen any affidavit produced or presented by *The Wilhelms*, under oath, on and for the record, under penalty of perjury at any time during the nearly seven years this case has been before the Brevard County Circuit Court and/or the Fourth District Court of Appeal.
7. Your Affiant declares on and for the record that his un rebutted affidavits, as a matter of law, constitute the Judgment in this case brought by *The Wilhelms* in July 2005.

EXHIBIT "A"

IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY,
FLORIDA

CASE NOS. 05-2005-CA-9048 ~ 05-2005-PC-9048

EUGENE F. WILHELM and
PHYLLIS WILHELM, husband and wife
Plaintiffs

vs.

RONALD VAN DYKE as Trustee of the
Mary Annetta Horgan Revocable Living Trust, Sui juris
SHRINERS HOSPITALS FOR CHILDREN,
M. JOHANNESSEN, S. OAK and B. WILHOIT
Defendants

vs.

PNC BANK, NATIONAL ASSOCIATION
Third-Party Defendant

wet-ink original
#2

COPY-ORIGINAL WAS FILED

AT THE FORECLOSURE

2012 MAY 11 P 3:23

**MOTION TO DENY PNC BANK, NATIONAL ASSOCIATION'S MOTION TO STRIKE
OBJECTION TO FORECLOSURE SALE AND FOR ORDER DIRECTING CLERK OF
COURT TO ISSUE CERTIFICATE OF TITLE**

Whereas this case has been ongoing since July 2005; and whereas it has never gone to trial; and whereas the property in question has never been specifically named in any mortgage or other document that would indicate Third-Party Defendant's claim thereto; and whereas there has never been a foreclosure hearing in this matter as required by due process of law; and whereas no papers have ever been lawfully served on or to Ronald Van Dyke in regard to the taking of his property; and whereas it is unlawful to take a homestead property¹ in Florida, I hereby demand that PNC Bank, National Association's motion(s) through their alleged attorney be denied and dismissed with prejudice.

In addition, this Court and Officers thereof have consistently disregarded Affidavits, Notices of Understanding, Claims of Rights and other documents filed in this matter, which, as a matter of law, voids all Orders, Summary Judgments and any other Rulings against Ronald Van Dyke. The list of established, un rebutted facts on the record is too lengthy to repeat herein. I respectfully request the indulgence of this court as I am not schooled in law. This is provided by the precedent set by Haines vs. Kerner at 404 U.S. 519.

¹ The Florida homestead exemption offers virtually absolute protection from forced sale to meet the demands of creditors, except under four (4) special circumstances. The four types of creditors that can still force the sale of a homestead to collect debts owed to them are:

1. The State of Florida and its counties or municipalities, to collect past due property taxes.
2. Parties to whom the property was specifically pledged as credit for a mortgage;
3. Mechanics who are owed money for work performed in repairing or improving the property.
4. Any creditor with a lien that pre-dates the establishment of homestead. This usually includes condominium and mandatory homeowner association liens, depending on the language and age of the covenants.

Red

**AFFIDAVIT OF STATUS
for Ronald Thomas Van Dyke**

STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

Comes now, Ronald Thomas Van Dyke, your Affiant, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states that he has first-hand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

1. That your Affiant is one of the People of these united States of America, being a creation of God born in the State of New York and currently domiciled in the State of Florida.
2. Your Affiant is a living, breathing, sentient being on the land, a Natural Person, and therefore is not and cannot be any ARTIFICIAL PERSON and, therefore, is exempt from any and all identifications, treatments, and requirements as any ARTIFICIAL PERSON pursuant to any process, law, code, or statute or any color thereof.
3. Your Affiant notices that in these united States of America, the authority of any and all governments resides in the People, the Natural Persons, of the land, for government is a fiction of the mind and can only be created by the People, effected by the People, and overseen by the People for the benefit of only the People.
4. Your Affiant at all times claims all and waives none of his God-given, inherent, unlimited, unalienable, secured and guaranteed Rights pursuant to the Declaration of Independence and the Constitution of the united States of America as ratified in 1791 with the Articles of the Amendments.
5. Your Affiant notices that pursuant to the Constitution of the united States of America as ratified 1791 with the Articles of the Amendments, Article VI paragraph 2, "This Constitution and the Laws of the united States which shall be made in Pursuance thereof; and all Treaties made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."
6. Your Affiant notices, that as a matter of their lawful compliance to the referenced Constitution, any of the People, while functioning in any Public capacity, in return for the trust of the other People, are granted limited delegated authority of and by the People, with specific duties delineated in accordance thereof, shall only do so pursuant to a lawfully designated, sworn and subscribed Oath of Office and with any and all bonds and other requirements thereof, to ensure their faithful performance to the other People.
7. Your Affiant notices that the only court lawfully authorized by the People pursuant to said Constitution to hear matters in controversy of the People, civil or criminal, is a court that conforms to and functions in accordance with Article III Section 2 of said Constitution in which all officers of the court have and abide by their sworn and subscribed oaths of office supporting and defending the Rights of the People, and in which all matters are heard in

RLD

accordance with all aspects of due process of law and only Trial by Jury and in keeping with the Amendments V, VI, and VII.

8. Your Affiant notices that pursuant to this supreme Law of the Land and the God given Rights secured and guaranteed therein, said Constitution is established to ensure that the dominion granted by God to all People, on this land, shall endure, and ensure forever that this People on this land be free from any and all slavery, indenturement, tyranny, and oppression under color of any law, statute, code, policy, procedure, or of any other type.

9. Your Affiant further notices that pursuant to said Constitution, Affiant cannot be compelled, manipulated, extorted, tricked, threatened, placed under duress, or coerced, or so effected by any Natural Person, who individually, or in any capacity as or under any Artificial Person, agency, entity, officer, or party, into the waiving of any of Affiant's Rights, or to act in contradiction thereof, or to act in opposite of the moral conscience and dominion granted Affiant by God; nor can Affiant be deprived of any of these Rights, privileges, and immunities, except by lawful process in accordance with said Constitution, without that Natural and/or Artificial Person, in whatever capacity, in so doing, causing injury to your Affiant and thereby committing numerous crimes, requiring lawful punishment therefrom.

Further, Affiant sayeth naught.

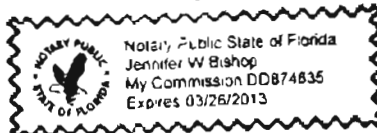
Signature Ronald Thomas Van Dyke May 11, 2012
Ronald Thomas Van Dyke Date
473 Thomas Drive, Melbourne, Florida 32925

State of Florida

County of Brevard

Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2012 by Ronald Thomas Van Dyke, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jennifer W. Bishop
Notary Public (Seal)



AFFIDAVIT OF INTEREST

STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

Comes now, Ronald Thomas Van Dyke, Your Affiant, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states the he has first-hand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

1. Your Affiant notices that the real property commonly known as 473 Thomas Drive in Melbourne, Florida was lawfully purchased in July 2005 without a lien or mortgage.
2. Your Affiant notices that this address is the Address of Home in Dispute.
3. Your Affiant notices that the legal description of said property is: Lot 18, ALTON THOMAS ACRES, according to the plat thereof, as recorded in Plat Book 11, Page 57 – Public Records of Brevard County, Florida.
4. Your Affiant notices that said property has been and still is listed in the official Brevard County Property Appraiser Records as his official Homestead dating back to 2005.
5. Your Affiant notices that his secured interest in said property was filed in the UCC-1 Secured Transaction Registry No. 201002489723 on record with the Secretary of the State of Florida since May 12, 2010 in which it was listed on Standard Form UCC-1 Addendum, Item 15, and also included in the secured Property List of said document.
6. Your Affiant also notices that the aforementioned document was filed in the EIGHTEENTH JUDICIAL CIRCUIT COURT records for this case on April 19, 2010.
7. Your Affiant notices that this filing of a secured interest, as an Affidavit in the public record, has never been rebutted, establishing prima facie evidence in this matter.
8. Your Affiant notices that on page 15 of the aforementioned document, it is written: "This agreement constitutes an **International Commercial Lien** on all property of DEBTOR, INDEMNITOR, on behalf of, and for the benefit of, Secured Party Indemnitee..." Your Affiant is that Secured Party.
9. Your Affiant notices that on Page 17 of the UCC-1 Secured Transaction Registry No. 201002489723 on record with the Secretary of the State of Florida since May 12, 2010, entitled: NON-NEGOTIABLE SECURITY AGREEMENT, an error was made, reversing the words BAILOR and Bailee on the Signature lines. Let this error be corrected herewith and may it apply to all copies, including the original filed with this court on April 19, 2010.
10. Your Affiant notices that on January 4, 2012, Motions were filed into the records of this case with the EIGHTEENTH JUDICIAL CIRCUIT COURT that included a **Certificate of Acknowledgment of Deed** on said property. Instruments deemed to be recorded from time of filing, FS 695-11

11. Your Affiant notices that he applied for a lawful **Land Patent** (like an Allodial Title) on said property following the alleged auction on February 15, 2012. That **Certificate of Acknowledgment of Deed** was part of that application. The **Land Patent** was certified, granted by and registered with the Republic Records Bureau of the Republic for the United States of America on March 25, 2012, Apostille Certificate No. 2012-0012; Registration Number 151642.
12. Your Affiant notices that a **Public Notice** was posted in a conspicuous place for 30 days as required by law from March 27, 2012 through and including April 25, 2012 in the Eau Gallie Public Library at 1521 Pineapple Avenue in Melbourne, Florida.
13. Your Affiant notices that no lawfully documented claim with wet-ink signatures has come forth as of this date, and that default forever bars any future claims as clearly stated in the Public Notice and is true of all Land Patents as Affiant has learned.
14. Your Affiant notices that there are now three separate documentations, including the **International Commercial Lien** within the UCC-1, on the record, that he is the only lawful owner of the real property named herein, a property that he has occupied and maintained without interruption since July 2005 covering the cost of all repairs and labor involved totaling a conservative estimate of \$2,400 per year.
15. In addition, your Affiant notices that his bid at the alleged auction on February 15, 2012 was not accepted by the Court even though a \$10 bid in silver coin – real money according to the US Constitution – trumps any amount in debt instruments called Federal Reserve Notes, a current and constitutionally unlawful means of exchange widely used and just as widely misunderstood in our culture of fraud and deception.
16. Your Affiant also notices that the market value of said property has decreased by approximately 60% or more based on the original purchase price paid in 2005.
17. Your Affiant notices and believes that he alone has established the only lawful interest in the real property commonly known as 473 Thomas Drive in Melbourne, Florida.

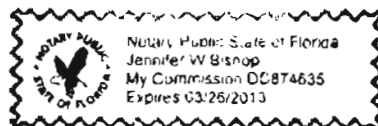
Further, Affiant sayeth naught.

Signature Ronald Thomas Van Dyke May 11, 2012
Ronald Thomas Van Dyke Date
473 Thomas Drive; Melbourne, Florida 32925

State of Florida
County of Brevard

Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2012 by Ronald Thomas Van Dyke, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jennifer W. Bishop (Seal)
Notary Public



**AFFIDAVIT OF RETBUTTAL
TO REBUT CLAIMS OF THIRD PARTY INTERVENER**

STATE OF FLORIDA)
) ss
COUNTY OF BREVARD)

Comes now, Ronald Thomas Van Dyke, Your Affiant, being competent to testify and being over the age of 21 years of age, after first being duly sworn according to law to tell the truth to the facts related herein states the he has first-hand knowledge of the facts stated herein and believes these facts to be true to the best of his knowledge.

1. Your Affiant notices that PNC BANK, NATIONAL ASSOCIATION through its alleged counsel Kimberly Bonder Rezanka of the DEAN MEADE Law Firm claims to have acquired a Mortgage Note on a loan to Your Affiant.
2. Your Affiant notices that he has never met and negotiated with any individual working in an official capacity for PNC BANK, NATIONAL ASSOCIATION.
3. Your Affiant notices that he has never been provided with any "chain of custody" document giving PNC BANK, NATIONAL ASSOCIATION any linkage to this matter before the court.
4. Your Affiant notices that he named PNC BANK, NATIONAL ASSOCIATION as a Third-Party Intervener in the AFFIDAVIT OF NEGATIVE AVERMENT, OPPORTUNITY TO CURE, AND COUNTERCLAIM filed with this court on February 14, 2012.
5. Your Affiant notices that Kimberly Bonder Rezanka first claimed to represent HARBOR FEDERAL SAVINGS BANK, then NATIONAL CITY CORPORATION prior to PNC BANK, NATIONAL ASSOCIATION.
6. Your Affiant notices that he has never seen any contract or documentation proving that Kimberly Bonder Rezanka of DEAN MEADE, an alleged Law Firm, does indeed represent PNC BANK, NATIONAL ASSOCIATION or either of the other banks.
7. Your Affiant notices that Kimberly Bonder Rezanka indicated a few years ago that the original note related to this matter was "lost;" and last year she submitted an AFFIDAVIT TO RE-ESTABLISH LOST NOTE signed by Brian Lutton, dated May 7, 2011.
8. Your Affiant notices that he rebutted the very idea of using a copy of a negotiable instrument as if it were the original on numerous occasions throughout these proceedings, since using copies of negotiable instruments is akin to counterfeiting.
9. Your Affiant notices that there are several necessary elements involved in a lawful contract, anyone one of which, if lacking, voids the contract.
10. Your Affiant notices that to create a valid contract, there must be two or more parties, one who makes the offer and the other who accepts the offer; and the signature of each is required. Nowhere on any copy of the alleged contract PNC BANK, NATIONAL ASSOCIATION is attempting to enforce is there a signature of a lending party making the alleged contract void at inception.

Ret

11. Your Affiant notices that, according to standard banking practices, the lending institution can provide no lawful consideration until the paperwork is signed by the alleged borrower, the funding, in fact, being created out of thin air on the signature of the borrower alone – that, in point of fact, the borrow provides an asset to the alleged lending institution that is recorded in the ledger as such: an asset. The negotiable instrument (Note and Mortgage) is the consideration provided; albeit, in reverse of what is commonly understood by the public. Without equal consideration provided by the bank in exchange for the negotiable instrument provided by the so-called borrower to the so-called lender, the alleged contract is void at inception.
12. Your Affiant notices that nowhere in the alleged contract is the so-called borrower informed that he is providing an instrument whereby the so-called lending institution is going to bundle that paperwork with similar documents and reap benefits by selling and reselling the bundle as a mortgage-backed-security or other variously named investment instrument without sharing any of the profits with the creator of the valuable negotiable instrument. This is fraud and misrepresentation that automatically voids the contract.
13. Your Affiant notices that another condition of a valid contract is the possibility to perform. In the case of the alleged contract herein being discussed, the ability to perform was hampered by the lawsuit in which this entire matter has been enmeshed for nearly seven years; and, in fact, two offers in 2005 on the Mary Horgan Trust property at 10900 South Tropical Trail in Merritt Island Florida, one for \$870,000 and one for \$850,000, were withdrawn upon revelation of the lawsuit, making it impossible for your Affiant to sell that property and pay what was thought at the time to be actually owed to Harbor Federal. Deprived of the ability to sell that property, the one actually named in the paperwork, the contract is void.
14. Your Affiant notices that there are at least four conditions for a lawful contract that are not met in this matter, any one of which, alone, makes the entire alleged note/contract, even if the original were present, null and void.
15. Furthermore, and finally, your Affiant notices that there is nothing in the alleged note/contract that links the Thomas Drive property to the paperwork; and any change in terms of a contract must be approved by both parties in order to be valid.

Further, Affiant sayeth naught.

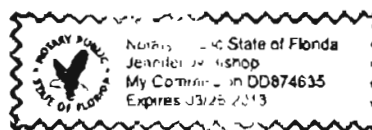
Signature Ronald Thomas Van Dyke
Ronald Thomas Van Dyke
473 Thomas Drive, Melbourne, Florida 32925

May 11, 2012
Date

State of Florida
County of Brevard

Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2012 by Ronald Thomas Van Dyke, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me..

Jennifer W. Bishop (Seal)
Notary Public



CONCLUSION

I, Ronald Thomas Van Dyke, as a Living Man retaining all my rights guaranteed by the Law of the Land, have absolute dominion and authority over all legal fictions created by We the People to serve us in the evolution of our consciousness. Within this document I have firmly established my status and set the stage according to Natural Common Law for the just and equitable disposition of this matter by establishing facts necessary for Final Resolution of this case.

It is my intention to participate in the hearing scheduled for the 18th day of May 2012 at 11:45 AM in regard to PNC's Motion To Strike Objections And Motion To Strike Counterclaim before John M. Harris, presiding judge, acting under his oath of office in support and defense of the United States and Florida Constitutions in which he has pledged his honor and office to uphold all rights guaranteed therein on behalf of the people he is lawfully beholden to serve.

It is my intention to bring with me at least two observers in order to view the proceedings.

Having been the victim of serious crimes against my Natural Person, I retain all rights to bring suit at law against all parties involved, natural and fictional, according to US Code, Title 42 and any other just laws on record within the Common Law of the United States of America and the State of Florida. Any such suit shall be filed in an appropriate venue having full authority under God and before Man to assure justice and bring remedy and restitution to injured parties. I also retain my rights as expressed in the Negative Averment and the Notice of Default filed with this Court in February of this year.

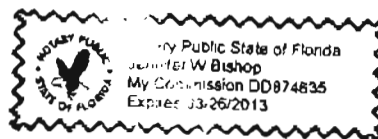
No Judge or Officer of the Court has any lawful authority to dismiss or strike this document, or any other, filed in the public record for this case, including the Negative Averment, the Notice of Default, the several Affidavits and the Counterclaim; and I do not and will not give my consent, which is required by law. Notice to Principal is notice to Agent; and notice to Agent is notice to Principal.

Signature Ronald Thomas Van Dyke May 11, 2012
Ronald Thomas Van Dyke Date

State of Florida
County of Brevard

Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2012 by Ronald Thomas Van Dyke, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

James W. Bishop (Seal)
Notary Public



CERTIFICATE OF SERVICE

There will be three originals of this document, one maintained by its creator and the others to be filed with the 18th Circuit Court. One of the three will be sent by Notary Presentment to John M. Harris by Certified Mail, Return Receipt Requested. Copies will be provided to attorneys of record in this matter, including Allan P. Whitehead, Keith S. Kromash, Kimberly B. Rezanka, Robert E. Bickford; and Sheriff Jack Parker.

NOTARY PRESENTMENT

The services in this matter are done on behalf of Ronald Van Dyke, American Citizen.

It is hereby certified that on this 29th day of May, 2012, I, Ronald Van Dyke, authorized the undersigned Notary Public to Mail these Documents to:

UNITED STATES BANKRUPTCY COURT
ORLANDO DIVISION
135 W. CENTRAL BLVD., SUITE 950
ORLANDO, FLORIDA 32801

Hereinafter, "Recipient", the documents and sundry papers which include the following:

1. NOTARY PRESENTMENT
2. AFFIDAVIT OF TRUTH; NOTICE; and MOTION TO DISMISS (3 pages)
3. EXHIBIT "A" (9 pages)

By certified mail number, 7008 1140 0003 1755 0910 return receipt requested

Notary Public, by placing the same in postpaid envelope, properly addressed to Recipient at the said address and depositing the same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of Florida

Notary Public Signature as Witness to Documents: Jennifer W. Bishop

I, Ronald Van Dyke, certify that these Documents have been witnessed on this 29th day of May, 2012, and all the Documents being sent out are true and correct to the best of my knowledge.

Signature: Ronald Van Dyke Date: 5/29/2012
Ronald Van Dyke

State of Florida)
County of Brevard) ss,sa

Subscribed and sworn to (or affirmed) before me on this 29th day of May, 2012 by Ronald Van Dyke, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jennifer W. Bishop (Seal)
Notary Public

