

Salvation



Allah



Unity



MOORISH SCIENCE TEMPLE OF AMERICA

SUBORDINATE TEMPLE

AFFIDAVIT OF FACT AND NOTICE OF CLAIM

I, **BEYON MAHUR BEY, SHEIK** and trustee of **The MOORISH SCIENCE TEMPLE OF AMERICA, SUBORDINATE TEMPLE, and MOORISH DEPARTMENT OF LAND AND PROPERTY ACQUISITIONS** of the CA Republic, Los Angeles County, on this day of June 9, 2015, do hereby accept and receive the Assignment of beneficial interest from Cordell Chance for the property commonly known as 3801 West 60th Street, Los Angeles, CA 90043, Assessor's Parcel No. 4004-019-028. As a lawfully appointed fiduciary under penalty of perjury I, **BEYON MAHUR BEY, SHEIK**, flesh and blood **MOORISH AMERICAN NATIONAL** man of sound mind, do solemnly affirm that all of the information contained in this document is accurate and factual to the best of my knowledge.

Our standing as it pertains to Our Authority and Superior Claim over All entities to this property and land is clearly demonstrated in the references that follow. Please be aware and govern yourselves accordingly and in honor.

May this notice greet you well and wakeful. For the wakeful die no; whereas those who are heedless are as if dead already. If you are not aware, this notice is to make you aware of the said trust existence, its' benefits to you; and, to invite you to participate in its performance.

1. As Moorish-Americans "Blacks", or "African -Americans", are the primary beneficiary of an extremely extensive fee simple estate conveyed to us in an express trust that was duly created in 1928, by the trustor, Noble Drew Ali, for our economical, political and social redemption and regeneration. The said trust was (duly) created in conjunction with the Statute of Frauds and Perjuries and the Parol Evidence Rule, and the legal requirements of the state of Illinois, pursuant to the laws and Constitution of the United States. That is to say, the said trust was lawfully created and is readily verifiable.

2. The land, or fee simple estate, actually conveyed to us in the express trust is a legacy of our forefathers -- our birthright. According to the deed of conveyance, it comprises the entire continental United States among other territories. It was put in the legal institution known as an express trust to safeguard it, and thereby duly conveyed to us.

3. I am the duly appointed trustee. I have actual possession of the title-deed thereto. And, accordingly, I, as trustee, have initiated the express trust performance.

4. This is important to us; not only because it is our social security for the 21st century; it is who we are; it's our vast estate; our divine destiny; it's **GOD'S WILL**.

CHARACTERISTICS OF OUR VASTE ESTATE

5. The quantity of the estate the Prophet Noble Drew Ali as trustor put in the express trust he created for the Moors in 1928 is a fee simple estate; sometimes called a fee simple absolute.

6. The term "fee simple" defines the largest estate in land known to the law and necessarily implies absolute dominion over the land. There can be only one estate in fee simple to a particular tract of land.

6a. An estate in fee simple may be had either in corporeal or incorporeal hereditaments. A grant of the fee simple, however, carries with it everything within or belonging to the land, in the absence of exception or reservation.

6b. Since an estate in fee simple implies absolute sovereignty over the land, the power of alienation is necessarily and inseparably incidental thereto, and an unlimited condition of restraint of alienation attached to such an estate is void.

6c. In some jurisdictions the definition of a fee simple estate is statutory. Some of the authorities define the estate from the standpoint of defining the owner or holder thereof, and likewise disclose the unlimited duration of a fee simple interest by stating that a tenant in fee simple is one who has lands or tenements to hold to him and his heirs forever. 28 Am Jur 2d, Sec. 10, p.82.

6d. In the United States the common-law rule requiring words of inheritance in a conveyance to pass a fee simple estate has never been applied to conveyance to a trustee. The estate taken by a trustee is measured by the trust, and not by the presence or absence of words of inheritance. Hence in any particular grant to a trustee if a fee simple title is necessary to the performance of the trust, a fee simple passes, even though the word "heirs" was not used in the conveyance, DeHaven v. Sherman, 131 Ill 115, 22 NE 711. Also, see 28 Am Jur 2d, sec. 15, p. 91.

IN THE UNITED STATES

7. Except in one or two states, property in the various American jurisdiction, by virtue of state constitutional provision, organic-territorial acts incorporated into the legal systems of states subsequently organized, statutes, and decisions of the courts, is determined to be held allodially, in absolute and direct dominion, subject only to escheat in the event of failure of successors in ownership. Feudal tenures do not and cannot exist. As the Supreme Court has held: the holding of real property by the owner in fee simple in this country is from the state as chief lord or lord paramount. United states v. DeRepentigny, 5 Wall US 211, 18 L. ed 627. Also, see 28 Am Jur 2d, Sec. 4, p. 74.

8. After the Prophet created the express trust, he then held the meeting and at that meeting, he told the Moors: "I brought you everything it takes to save a nation, take it and save yourself (in which he was holding up the Moorish Holy Koran" and "Our Authority".) At that time our rights to the land had been duly vested in us.

CONSTITUTIONAL GUARANTIES;

8a. A vested right, within the meaning of the provision that vested rights are within the protection of constitutional guaranties, has been defined as "an immediate fixed right of present enjoyment, or a present fixed right of future enjoyment".

8b. A right is "vested" when there is an ascertained person with a present right to enjoyment or future enjoyment.

8c. If a right in property is actually vested, constitutional guaranties protect it from such retrospective legislation as would impair it. 28 Am Jur 2d, Sec. 6, p.76.

9. Inasmuch as ejectment is a possessory action, the plaintiff must show a right of possession that is present or immediate, as well as a legal estate in the property sought to be recovered; and unless both facts are established, the defendant must prevail. Anything which deprives a plaintiff of his present right to possession will deprive him of the remedy of ejectment.

9a. The right of entry, not the entry itself--the right of possession, not actual possession--are the essentials of an action in ejectment. *Ewert v. Robinson* (CA8) 289 F 740, 35 ALR 219. Also, see 25 Am Jur 2d, sec. 45, p. 572,573.

EJECTMENT OR POSSESSORY ACTION;

10. Generally speaking, whatever shows that the plaintiff is not entitled to the immediate possession of the premises claimed constitutes a good and valid defense in an action to recover possession.

10a. Rightful possession is a defense in ejectment. *Bradley v. Lightcap*, 195 US 1, 49 L ed 65, 24 S ct 748.

10b. Since the plaintiff in an action of ejectment must, as a general rule, recover, if a recovery may be had, on the strength of his own title, and not from the weakness or want of title of his adversary, the defendant, unless estopped from controverting the plaintiff's title, may rest on his possession and attack the title under which the plaintiff claims. *Smith v. McCann* (US) 2 How 398, 16 L ed 714. Also, see 25 Am Jur 2d sec. 57, p. 579.

11. The defendant in ejectment can never defend his possession against the plaintiff upon a title in himself by which he could not recover the possession if he was out and the plaintiff in possession. *Hickey v. Stewart* (US) 3 How 750, 11L ed 814. Where one in the actual possession of property defends his right of possession upon the ground that the government, state or national, has placed him in possession, he must show that the right of the government is paramount to the right of plaintiff otherwise judgment will go against him. *Scranton v. Wheeler*, 113 Mich 565, 71 NW 1091, affd 179 US 141, 45 L ed 126, 21 S Ct 48. Also, see 25 Am Jur 2d sec. 22, p. 556.

12. In accordance with the rule that courts of law take no cognizance of equitable estates and deal only with legal titles, it is held that in the absence of statute to the contrary, the plaintiff in an action of ejectment or other similar action must, whenever the action depends upon the title, and not upon some relation or agreement between the parties affecting the right of possession, have a legal title to the property, the possession of himself cannot avail as a basis for recovery. If the plaintiff has only equities, they must be presented and considered on the equity side of the court. The legal title is all that is in issue, and such title, when ascertained, whether in the plaintiff or in the defendant, draws to it the judgment of the court. *Walton v. Malcom*, 264 Ill 389, 106 NE 211. Also, see 25 Am Jur 2d, sec. 18, p. 552-553.

OUR AUTHORITY

(Attached hereto as Exhibits 1-4)

1. A copy of Our Authority, document #10105905, a Torrens System Registration (an abstract of title), made directly from the Recorder of Deeds Office of Cook County, Illinois. (Then see Smith-Hurd Illinois Annotated Statutes, Chap. 32, Sec. 165, 170 and 182.)

Under Article 4, Section 1 of the Constitution of the United States this instrument must be given full faith and credit by Courts of record for the State of CA, Los Angeles County, as official public acts of another sovereign state.

This deed has been on record for over 30 years and coming from a natural and reasonable official custody. Therefore, it comes under the ancient document rule.

2. A sealed copy of the Moorish Holy Koran of the Moorish Science Temple of America prepared by the trustor Prophet Noble Drew Ali. In this sealed instrument, specifically Chapter 47, is the actual Deed of Conveyance.
Chapter 47 is the actual conveyance part of the deed. Sections one (1) through seven (7) contain the premises of the deed; in Section six (6) the original grant is made to the ancestors (Moabites) of the present true owners (Moorish-Americans). In Section seven (7) the trustor gives a description of their estate by metes and bounds; also see Sections ten (10) through seventeen (17). This is unequivocally a fee simple estate.

The trustor Prophet Noble Drew Ali affixing the seal to this instrument constitutes a prima facie showing that the instrument is the act of the Corporation. See seal generally 23 Am Jur 2d, Section 27.

"Due Weight must be given to all words used by the trustor in determining his intention. The object of construing an instrument creating a trust is to ascertain the intent and purpose of the settlor, and to effectuate that purpose in so far as it is consistent with rules of law..."
..."If the trustor has clearly expressed one intention, the court cannot impute to him another".
Gillespie v Smith, 29 Ill 473; and 76 Am Jur 2d, Section 17 Construction.

3. Act Six (6) of the Divine Constitution and Bylaws of the Moorish Science Temple of America recorded on Page 8 of the Holy Koran questions for Moorish Americans. This instrument and act clearly identify the true owners of the land, or trust property, described in Chapter 47, the actual Deed of Conveyance. These are the words of the trustor, identifying the beneficiaries of the trust property and describing their land and great estate.

This act and instrument identify one of the primary terms of the trust:

"With us all members must proclaim their nationality" and as mentioned above, it positively identifies the beneficiaries.

4. The trustor's edict (recorded in the Moorish Literature pamphlet, Page 11) he issued at the 1928 convention announcing his authority and power. In the first clause of the second paragraph is where the trustee derives his authority and power and it is directly from the trustor Prophet Noble Drew Ali. Specifically, he said: "All authority and power of the Moorish Science Temple of

America is vested in the Prophet Noble Drew Ali and those who he appoints to act as in the Supreme Body". This is positive law.

ONEWEST BANK, FSB had to register with or receive a charter from the state or nation that it operates within. Since the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719, the United States and the individual states are bankrupt, have lost their sovereignty, and are recognized as civiliter mortuus. Congressman James Traficant Jr. (Ohio) addressed the House about the bankruptcy of the United States which was documented in the United States Congressional Record, March 17, 1993 Vol. 33, page H-1303. Since ONEWEST BANK, FSB is registered or has a charter with a civiliter mortuus entity, ONEWEST BANK, FSB is also civiliter mortuus, therefore ONEWEST BANK, FSB has no standing in law and cannot own property/land/real property/real estate.

A corporation is a collection of natural persons, joined together by their voluntary action or by legal compulsion, by or under the authority of an act of the legislature, consisting either of a special charter or of a general permissive statute, to accomplish some purpose, pecuniary, ideal, or governmental, authorized by the charter or governing statute. State v. Knights of Ku Klux Klan, 117 Kan. 564, 232 P. 254, 257, 37 A.L.R. 1267.

CIVILITER MORTUUS Civilly dead; dead in the view of the law. The condition of one who has lost his civil rights and capacities, and is accounted dead in law. Rasor v. Rasor, 173 S.C. 365, 175 S.E. 545.

A failure or any avoidance by ONEWEST BANK, FSB to 'Respond' to this lawful Writ; and a failure to responsibly refute/rebut all four of the clearly - specified claims herein listed, will be considered an affirmation that ONEWEST BANK, FSB has 'No Interest' and 'No Claims' in the matter at hand. ONEWEST BANK, FSB is required to answer this Writ completely; and is to complete and return the same within the allotted fifteen (15) days of Receipt of this lawful 'Affidavit of Claim'. Any acts of diversion, redirection, or an incomplete or non-answered Response will be considered as an affirmation of default. And the said failure of Response to any or all of the specific five claims above shall constitute willful 'Non-Disclosure' and Default. Such a failure of full Response will deem this Affidavit of Claim as Law; voiding all and any claims made by ONEWEST BANK, FSB or by their Representatives, Agents or Assigns.

This said Legal Notice to Principal is a Legal Notice to Agent; and this Legal Notice to Agent is a Legal Notice to Principal.

I declare under the penalty of perjury that the above is true and correct to the best of my knowledge and honorable intent.

Respectfully submitted this day of June 9, 2015 = 1435 M.C.

I Am: 
Sheik Beyon Mahur Bey, Authorized Representative

Natural Person, In Propria Persona:

All Rights Reserved:

U.C.C. 1-207/ 1-308; U.C.C. 1-103

California Republic

[c/o 9029 Airport Blvd #90677]

[Los Angeles, California Republic [90009]

Northwest Amexem

Notary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 6-9-15 before me, JODY C LANDERS (insert name and title of the officer)

personally appeared Sheik Beyon Mahur Bey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Jody C Landers
(Signature of Notary)

(Seal)

