

[00:00:00.00] - Mr. Smith's Attorney

Exhibit A.

[00:00:02.05] - Defendant Banker

Well, this is a promissory note.

[00:00:05.15] - Mr. Smith's Attorney

Is there an agreement between Mr. Smith, the borrower, and the defendant?

[00:00:11.05] - Defendant Banker

Yes.

[00:00:12.23] - Mr. Smith's Attorney

Do you believe the agreement includes a lender and a borrower?

[00:00:18.21] - Defendant Banker

Yes. I'm the lender, and Mr. Smith is the borrower.

[00:00:23.27] - Mr. Smith's Attorney

What do you believe the agreement is?

[00:00:28.14] - Defendant Banker

We have the borrower sign the note, and we give the borrower a check.

[00:00:33.29] - Mr. Smith's Attorney

Does this agreement show the words borrower, lender, loan, interest, credit, or money, within the agreement?

[00:00:43.14] - Defendant Banker

Sure it does.

[00:00:45.10] - Mr. Smith's Attorney

According to your knowledge, who was to loan what to whom, according to the written agreement?

[00:00:54.19] - Defendant Banker

The lender loaned the borrower a \$200,000 check. The borrower got the money, the house, and has not repaid the money.

[00:01:06.22] - Mr. Smith's Attorney

Do you believe an ordinary person can use ordinary terms and understand this written agreement?

[00:01:15.02] - Defendant Banker

Yes.

[00:01:16.20] - Mr. Smith's Attorney

Okay. Do you believe you or your company legally own the promissory note and have the right to enforce payment from the borrower?

[00:01:28.11] - Defendant Banker

Absolutely, we own it. And legally have the right to collect the money.

[00:01:34.09] - Mr. Smith's Attorney

Does a \$200,000 note have actual cash value of \$200,000? Actual cash value means the promissory note can be sold for \$200,000 cash in the ordinary course of business.

[00:01:50.10] - Defendant Banker

Yes.

[00:01:52.19] - Mr. Smith's Attorney

So according to your understanding of the alleged agreement, how much actual cash value must would the bank loan to the borrower in order for the bank to legally fulfill the agreement and legally own the promissory note?

[00:02:10.03] - Defendant Banker

Two Hundred Thousand Dollars [\$200,000.00]

[00:02:12.25] - Mr. Smith's Attorney

Okay. So, according to your belief, if the borrower signs the promissory note and the bank refuses to loan the borrower \$200,000, actual cash value, would the bank or the borrower own the promissory note?

[00:02:32.15] - Defendant Banker

Well, the borrower would own it if the bank did not loan the money. The bank gave the borrower a check, and that is how the borrower financed the purchase of the house.

[00:02:45.17] - Mr. Smith's Attorney

Okay. Do you believe that the borrower agreed to provide the bank with \$200,000 of actual cash value, which was then used to fund the \$200,000 bank loan check back to the same borrower and then agreed to pay the bank back \$200,000 plus interest?

[00:03:10.25] - Defendant Banker

No. If the borrower provided the \$200,000 to fund the check, there was no money loaned by the bank, so the bank could not charge interest on money it never loaned.

[00:03:22.15] - Mr. Smith's Attorney

Okay. So if this happened, in your opinion, would the bank legally own the promissory note and be able to force Mr. Smith to pay the bank interest and principal payments?

[00:03:37.19] - Defendant Banker

I'm not a lawyer, so I cannot answer legal questions.

[00:03:42.21] - Mr. Smith's Attorney

Well, then is it bank policy that when a borrower receives a \$200,000 bank loan, the bank receives \$200,000 actual cash value from the borrower, that this gives value to a \$200,000 bank loan check, and this check is returned to the borrower as a bank loan, which the borrower must repay.

[00:04:13.03] - Defendant Banker

Well, I do not know the bookkeeping entries.

[00:04:16.19] - Mr. Smith's Attorney

I'm asking you if this is the policy.

[00:04:20.07] - Defendant Banker

I do not recall.

[00:04:23.22] - Mr. Smith's Attorney

Okay. Mr. Banker, do you believe the agreement between Mr. Smith and the bank is that Mr. Smith provides the bank with an actual cash value of \$200,000, which is used to fund a \$200,000 bank loan check back to himself, which he is then required to repay plus interest back to the same bank?

[00:04:49.28] - Defendant Banker

I am not a lawyer.

[00:04:51.22] - Mr. Smith's Attorney

Did you not say earlier that an ordinary person can use ordinary terms and understand this written agreement?

[00:04:59.12] - Defendant Banker

Yes.

[00:05:01.11] - Mr. Smith's Attorney

Okay. Okay, Mr. Banker, I'm going to hand you back the bank loan agreement. This is Exhibit B. Is there anything in this agreement showing the borrower had knowledge or showing where the borrower gave the bank authorization or permission for the bank to receive \$200,000 actual cash value from him in the note and to use this to fund the \$200,000 bank loan check, which obligates him to give the bank back \$200,000 plus interest?

[00:05:40.02] - Defendant Banker

No, there is not.

[00:05:43.07] - Mr. Smith's Attorney

Okay, so if the borrower provided the bank with actual cash value of \$200,000 in the note, which the bank used to fund the \$200,000 check and returned the check back to the alleged borrower as a bank loan check, in your opinion, did the bank loan \$200,000 to the borrower?

[00:06:08.08] - Defendant Banker

In that case, no.

[00:06:11.24] - Mr. Smith's Attorney

So if a bank customer provides actual cash value of \$200,000 to the bank, and the bank returns \$200,000 actual cash value back to the same customer, is this a swap or exchange of \$200,000 for \$200,000?

[00:06:31.10] - Defendant Banker

Yes.

[00:06:34.20] - Mr. Smith's Attorney

Okay, so did the agreement call for an exchange or swap of \$200,000 to be swapped out for another \$200,000, or did it call for a \$200,000 loan?

[00:06:48.14] - Defendant Banker

A \$200,000 loan.

[00:06:51.28] - Mr. Smith's Attorney

Good. So is the bank to follow the Federal Reserve Bank policies and procedures when banks grant loans?

[00:07:00.22] - Defendant Banker

Yes.

[00:07:03.11] - Mr. Smith's Attorney

So what are the standard bank bookkeeping entries for granting loans according to the Federal Reserve Bank policies and procedures? And I'll hand you now the Banker Fed publication entitled 'Modern Money Mechanics', labeled Exhibit C.

[00:07:24.18] - Defendant Banker

The promissory note is recorded as a bank asset, and a new matching deposit or liability is created. Then we issue a check from the new deposit back to the borrower.

[00:07:39.29] - Mr. Smith's Attorney

So then is this not a swap or exchange of \$200,000 for \$200,000?

[00:07:47.06] - Defendant Banker

Well, this is the standard way we do it.

[00:07:49.15] - Mr. Smith's Attorney

Answer the question, is it a swap or exchange of \$200,000 actual cash value for \$200,000 actual cash value? If the note funded the check, must they not both have equal value?

[00:08:05.05] - Defendant Banker

I'm sorry. I'm going to have to plead the Fifth Amendment on this.

[00:08:11.17] - Mr. Smith's Attorney

Okay. Tell me, if the bank's deposits or liabilities increase. Do the bank's assets increase by an asset that has actual cash value?

[00:08:25.04] - Defendant Banker

Yes.

[00:08:26.22] - Mr. Smith's Attorney

Is there any exception?

[00:08:29.10] - Defendant Banker

Not that I know of.

[00:08:31.28] - Mr. Smith's Attorney

So if the bank records a new deposit and records an asset on the bank's books having actual cash value, would the actual cash value always come from a customer of the bank or an investor or a lender to the bank?

[00:08:51.04] - Defendant Banker

Yes.

[00:08:52.18] - Mr. Smith's Attorney

All right. Is it the bank policy to record the promissory note as a bank asset offset by a new liability?

[00:09:05.12] - Defendant Banker

Yes, it is.

[00:09:07.22] - Mr. Smith's Attorney

Does the promissory note have actual cash value equal to the amount of the bank loan check?

[00:09:15.13] - Defendant Banker

Yes.

[00:09:17.22] - Mr. Smith's Attorney

Then does this bookkeeping entry prove that the borrower provided actual cash value to fund the bank loan check?

[00:09:29.00] - Defendant Banker

Well, yes, it does. The bank president told us to do it this way.

[00:09:34.09] - Mr. Smith's Attorney

All right. How much actual cash value did the bank loan to obtain the promissory note?

[00:09:42.29] - Defendant Banker

Nothing.

[00:09:45.19] - Mr. Smith's Attorney

Then how much actual cash value did the bank receive from the borrower?

[00:09:50.28] - Defendant Banker

\$200,000.00

[00:09:52.14] - Mr. Smith's Attorney

So then is it true you received \$200,000 actual cash value from the borrower, plus monthly payments, and then you foreclosed and never invested one cent of legal tender or other depositors' money to obtain the promissory note in the first place. Is it true that the borrower financed the whole transaction?

[00:10:15.19] - Defendant Banker

Yes.

[00:10:17.25] - Mr. Smith's Attorney

Are you telling me the borrower agreed to give the bank \$200,000 actual cash value for free, and that the banker returned the actual cash value back to the same person as a bank loan?

[00:10:33.14] - Defendant Banker

I was not there when the borrower agreed to the loan.

[00:10:37.19] - Mr. Smith's Attorney

Do the standard Fed publications show the bank receives actual cash value from the borrower for free and that the bank returns it back to the borrower as a bank loan?

[00:10:50.22] - Defendant Banker

Yes.

[00:10:53.07] - Mr. Smith's Attorney

Okay. Do you believe the bank does this without the borrower's knowledge or written permission and authorization.

[00:11:01.12] - Defendant Banker

No.

[00:11:04.01] - Defendant Banker

To the best of your knowledge, is there a written permission or authorization for the bank to transfer \$200,000 of actual cash value from the borrower to the bank and for the bank to keep it for free?

[00:11:20.18] - Defendant Banker

No.

[00:11:22.24] - Mr. Smith's Attorney

Does this allow the bank to use this \$200,000 actual cash value to fund the \$200,000 bank loan check back to the same borrower, forcing the borrower to pay the bank \$200,000 plus interest?

[00:11:39.10] - Defendant Banker

Yes.

[00:11:42.08] - Mr. Smith's Attorney

Then if the bank transferred \$200,000 actual cash value from the borrower to the bank, in this part of the transaction, did the bank loan anything of value to the borrower?

[00:11:59.11] - Defendant Banker

No.

[00:12:04.06] - Mr. Smith's Attorney

Is it the bank policy to first transfer the actual cash value from the alleged borrower to the lender for the amount of the alleged loan?

[00:12:15.12] - Defendant Banker

Yes, it is.

[00:12:17.17] - Mr. Smith's Attorney

Does the bank pay IRS tax on the actual cash value transferred from the alleged borrower to the bank as income?

[00:12:27.06] - Defendant Banker

No, because the actual cash value transfer shows up like a loan from the borrower to the bank or a deposit, which is the same thing, so it's not taxable.

[00:12:39.25] - Mr. Smith's Attorney

If a loan is forgiven, is it taxable?

[00:12:44.09] - Defendant Banker

Yes, it is.

[00:12:47.17] - Mr. Smith's Attorney

Is it the bank policy to not return the actual cash value that they received from the alleged borrower unless it is returned as a loan from the bank to the alleged borrower?

[00:13:00.17] - Defendant Banker

Yes.

[00:13:04.22] - Mr. Smith's Attorney

You never pay taxes on the actual cash value you receive from the alleged borrower and keep it as bank's property?

[00:13:15.01] - Defendant Banker

No. No tax is paid.

[00:13:18.16] - Mr. Smith's Attorney

When the lender receives the actual cash value from the alleged borrower, does the bank claim that it then owns it and that it is the property of the lender without the bank loaning or risking one cent of legal tender or other depositors' money?

[00:13:36.14] - Defendant Banker

Yes.

[00:13:37.25] - Mr. Smith's Attorney

Are you telling me the bank policy is that the bank owns the promissory note, which is the actual cash value, without loaning one cent of other depositors' money or legal tender, that the alleged borrower is the one who provided the funds deposited to fund the bank loan check, and that the bank gets funds from the alleged borrower for free? Is the money then returned back to the same person as a loan, which the alleged borrower repays when the bank never came up with any of its own money to obtain the promissory note? Am I hearing this right? I give you the equivalent of \$200,000, you return the funds back to me, and I have to repay you \$200,000 plus interest. Do you think I'm stupid?

[00:14:30.00] - Defendant Banker

All the banks are doing this. Congress allows this.

[00:14:33.17] - Mr. Smith's Attorney

Does Congress allow the banks to breach written agreements, use false and misleading advertising, act without written permission, authorization, and without the alleged borrower's knowledge to transfer actual cash value from the alleged borrower to the bank, and then return it back as a loan?

[00:14:51.29] - Defendant Banker

But the borrower got a check and the house.

[00:14:55.13] - Mr. Smith's Attorney

Is it true the actual cash value that was used to fund the bank loan check came directly from the borrower and that the bank received the funds from the alleged borrower for free?

[00:15:06.26] - Defendant Banker

This is true.

[00:15:11.17] - Mr. Smith's Attorney

Is it the bank's policy to transfer actual cash value from the alleged borrower to the bank and then keep the funds as the bank's property, which they then loan out as bank loans as if they actually owned it and loaned their own money?

[00:15:26.24] - Defendant Banker

Yes.

[00:15:29.08] - Mr. Smith's Attorney

Was it the bank's intent to receive actual cash value from the borrower and return the value of the funds back to the borrower as a loan?

[00:15:40.16] - Defendant Banker

Yes.

[00:15:43.04] - Mr. Smith's Attorney

Do you believe that it was the borrower's intent to fund his own bank loan check?

[00:15:50.02] - Defendant Banker

I was not there at the time, and I cannot know what went through the borrower's mind.

[00:15:56.11] - Mr. Smith's Attorney

So if a lender loaned a borrower \$10,000 and the borrower refused to repay the money, do you believe the lender is damaged?

[00:16:07.28] - Defendant Banker

If a loan is not repaid, the lender is damaged.

[00:16:16.08] - Mr. Smith's Attorney

So is it the bank policy to take actual cash value from the borrower, use it to fund the bank loan check, and never return the actual cash value to the borrower?

[00:16:30.05] - Defendant Banker

The bank returns the funds.

[00:16:34.03] - Mr. Smith's Attorney

Was the actual cash value the bank received from the alleged borrower returned as a return of the money the bank took, or was it returned as a bank loan to the borrower?

[00:16:48.14] - Defendant Banker

As a loan.

[00:16:50.19] - Mr. Smith's Attorney

So how did the bank get the borrower's money for free?

[00:16:56.17] - Defendant Banker

That's how it works.

[00:16:59.26] - Mr. Smith's Attorney

No more questions, your honor.

[00:17:04.06] - Mr. Smith's Attorney

All right, so there you have it. I think we've beaten that dead horse quite sufficiently, and the **fraud** should now be crystal clear.