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MAY 01 2017

Clerk, U.S. Courts
District of Montana
Missoula Division

Antonius-Damascus;Raelund
c/o 175 Hutton Ranch rd #103-231,
Kalispell Montana near [59901]

U.S. District Court District of Montana
201 E Broadway St,
Missoula Montana 59802

Attn: (Defendants, Court)

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL, NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT.

"Antonius-Damascus:Raelund)
Candace:Raelund,)
Candi-Lee:Weeks (Liles) (Raelund)")
CounterPLAINTIFF,))

CASE NO. CV-17-56-M-DLC-JCL
IN RE: DV-17-016D

v.)

"ERICK M.ENZ, KEELEE M. ENZ)
LYNN C. REHM, KIM T.)
CHRISTOPHERSON")
CounterDEFENDANT,))

DECLARATION & NOTICE:
COUNTERCLAIM

I, Antonius-Damascus:Raelund A living Man, and one of the
people, in this court of record *this court of record 28 U.S.*
Code § 132 (a) **Claim & Declare:**

ACTION:

ORIGINAL CASE: Case No. DV-17-016D

**District Court of the 11th Judicial District of the State of
Montana in and for the County of Flathead**

920 S. South Main
Suite 310
Kalispell, MT 59901
P (406) 758-5906
F (406) 758-5857

Identification of parties and choice of forum

CounterDEFENDANTS:

Counterclaim - U.S. District Court District of Montana

Item # 04202017/CC/ADR-401f

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Signed [Signature] Date 5/1/17

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ERICK M. ENZ
PO Box 8615
Kalispell Montana 59904
Ph: 406-261-6296
ekenzfamily@gmail.com

KEELEEE M. ENZ
PO Box 8615
Kalispell Montana 59904
Ph: 406-261-6296
ekenzfamily@gmail.com

LYN C. REHM
19514 Bing Rd
Lynnwood Washington 98036-7116

KIM T. CHRISTOPHERSON
40 2nd St E Ste 230
Kalispell, Montana 59901
(406) 752-1100
(Attorney)

Summary of the case

In case number DV-17-016D Antonius-Damascus:Raelund did not receive 'from the CounterDefendants' the documents filed in case number DV-17-016D, other than: the Summons, an Affidavit in support for entry of Default Filed on April 21st 2016, 'Default' Filed on April 21st 2016, Motion for entry of Default Filed on April 21st 2016. **April 28th 2017 the Clerk of "District Court of the 11th Judicial District of the State of Montana in and for the County of Flathead" said that there were 28 filings in Case No.**

Counterclaim - U.S. District Court District of Montana

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Signed

[Handwritten signature]
Date 5-1-17

1.
2.
3. DV-17-016D, however Antonius-Damascus:Raelund only received the
4. above said 3 documents from the CounterDefendants. Antonius-
5. Damascus:Raelund also received a Notice of Eviction, and a Notice
6. to pay or quit, but there is no evidence given to or observed by
7. Antonius-Damascus:Raelund that shows these two documents were
8. filed, or had any legal foundation. Several things were done by
9. surprise upon Antonius-Damascus:Raelund.

10. On November 7th, 2014 CounterPlaintiff and ERICK M. ENZ,
11. KEELEE M. ENZ, and LYN C. REHM, entered into a contract, granting
12. ownership of the property at 960 Rogers Lake rd, Kila Montana-
13. state to the CounterPlaintiff. The CounterPlaintiff took over 2
14. Mortgages, with the option to settle on the 'SLS Specialized
15. Loan Servicing - 2nd Mortgage'. The two mortgagors are SLS &
16. Nation Star.

17. CounterPlaintiff made payments until December 12th, 2016
18. when it was discovered that the CounterDefendants had pocketed
19. the payments for December, and had not passed the payments on to
20. NationStar (as agreed in the contract). Payment was made by USPS
21. money order that said it was for the Mortgage and to be paid to
22. NationStar.

23. There was a second Mortgage that was part of the Contract
24. SLS (2nd Mortgage), and the agreement with both mortgagors, was
25. that the CounterDefendant would receive all payments, and pass
26. them on to the Mortgagors; and if the CounterDefendant failed to
27. make the payments (and pocketed them) then the CounterPlaintiff
has the right by contract to pay the mortgagors and settle with
them directly. \$8,862.00 was pocketed by the CounterDefendants,
and never paid to the Mortgagors, as of April 21st 2017. As a
result the Nationstar 1st Mortgage are 4 months behind as of
April 21st 2017.

The CounterDefendants owe \$8,862.00 to the CounterPlaintiff;
however the CounterPlaintiff only needs to pay \$5,000.00 to

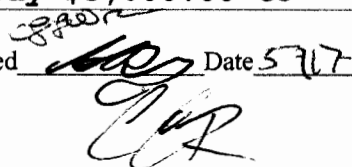
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Signed

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1.
2. **Counterdefendants for all accounts to be settled; so the**
3. **CounterDefendants owes the CounterPlaintiff more, than what the**
4. **CounterDefendant claims the CounterPlaintiff claims owes.**
5. **Therefore the CounterDefendant should pay \$8,862.00 to the**
6. **CounterPlaintiff, and cease and desist all harassment, and allow**
7. **the CounterPlaintiffs to settle, and sign over the Deed to the**
8. **CounterPlaintiff and take the CounterDefendants off the Deed. At**
9. **the moment of signing the contract, the purchase was executed.**

10. **Attorney** KIM T. CHRISTOPHERSON was fully aware of the
11. CounterDefendant's fraudulent criminal actions, and did
12. knowingly, intelligently, and willfully collude with them, in
13. their fraudulent criminal actions, against the CounterPlaintiff.

14. CounterDefendants are attempting to modify the loan with
15. Nation Star to extend the deadline by 10 more years, and raise
16. the debt that the CounterPlaintiff will owe. This violates the
17. contract.

18. The first payments were made directly into the
19. CounterDefendant's bank account, first interstate bank.

20. Counterdefendants should split the difference of the
21. \$8,862.00, pay the Counterplaintiffs \$3,862.00 and \$5,000.00 is
22. credited to down payment.

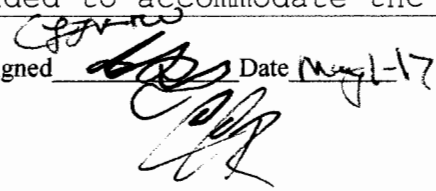
23. Candi-Lee:Weeks and the others are also injured, because
24. they domicile at the same address.

25. **Facts**

26. On **November 7th, 2014 CounterPlaintiff contracted** with ENZ's
27. and Rehm to Purchase the property at 960 Rogers Lake rd, Kila
Montana-state (no postal service)

This contract is structured for Counterplaintiff to pay down
\$30,000 and take over CURRENT mortgage payments. (See 02(5) in
Executed contract).

The original rental contract was amended to accommodate the
Counterclaim - U.S. District Court District of Montana



1.
2. current purchase agreement (See attached 02).

3. Paragraph #15 of Purchase contract states "Option to
4. purchase is ENACTED at signing of contract. (**Synonyms for**
5. **enacted verb act out; executed**)

6. The monthly payment for the 1st current mortgage as of
7. 03/05/2015 was \$1,123.30 (see attachment 03).

8. The settlement agreement for the second was an offer of
9. \$21,464.56 for a settlement on a \$53,661.40 overdue debt, which
10. is CounterPlaintiffs right per the contract. (See attachment (04)

11. ERICK ENZ breached the contract by not allowing the
12. Counterplaintiff to make a payment plan with the second when the
13. contract 02 (5) and (10) clearly allowed this only for the
14. CounterPlaintiff ,this was not an option for the Seller in the
15. contract. ERICK ENZ Breached the contract by denying the
16. Counterplaintiff the rights afforded by the contract of settling
17. on the seconds.

18. CounterPlaintiff requested payment information on the 2nd
19. Mortgage for settlement and ERICK ENZ refused to allow
20. CounterPlaintiff to settle this/these accounts.

21. ERICK ENZ in collusion with his attorney KIM T.
22. CHRISTOPHERSON were attempting to create a new loan through
23. collusion and fraud which was not allowed by the contract 02(5)
24. (No new loans).

25. Counterplaintiff per the contract was allowed to settle on
26. the 2nd mortgages. The contract does not allow for a new loan
27. created by the ENZ's and their attorney for the purpose of unjust
enrichment. Counterplaintiff and KIM T. CHRISTOPHERSON prevented
Counterplaintiff from settling with second mortgage.

The property at 960 Rogers Lake rd at time of purchase
November 7th, 2014 was in a neglected condition. The meeting of
the minds to allow Counterplaintiff to settle on the seconds was
for the incentive purpose that seller was years behind on the

1.
2. second mortgage and the property was in a devalued condition
3. ,worth far less than its sale price. Therefore the contract
4. offered Counterplaintiff the option to settle with 2nd mortgage
5. to reduce the Debt to value ratio. The settlement paperwork was
6. given to buyers prior to autographing contract as an incentive
7. for purchase.

8. Jan 30th, 2015 ENZ's requested to move back into their old
9. property.

10. May 14th, 2015 ERICK ENZ harassing counterplaintiff to
11. purchase neighbors property so he can buy his home back from
12. Counterplaintiff.

13. April 29th, 2016 Counterdefendant offers to buy back the
14. property from Counterplaintiff.

15. Aug 10th, 2016 Counterplaintiff offers to give all of the
16. down payment back to buyer, so that he can have his house back

17. April 6th, 2015 CounterPlaintiff requested payment
18. information on mortgages from Counterdefendant, supplied by them
19. was only the information on the 1st mortgage with Nationstar.
20. Again no 2nd mortgage information which Counterplaintiff is
21. needing to settle the 2nd mortgage.

22. June 13, 2015 CounterPlaintiff Notified Counterdefendant
23. that they would like to make arrangements to pay off the second
24. mortgages. Counterdefendant again refused to give the needed
25. information to the Buyer.

26. September 7th, 2015 Counterplaintiff again asked
27. Counterdefendant for the proof of payments on the 1st and 2nd
mortgages, again counterdefendant avoided granting this wish.
This is a breach of Contract.

September 9th, 2015 CounterPlaintiff again asked
Counterdefendant for the information on the 1st and 2nd mortgages
so that the payments could be settled and payed, again this wish
fell on deaf ears as no response was given.

cjgwr
[Signature]
[Signature]

1.
2. September 11th, 2015 CounterPlaintiff Notified
3. Counterdefendant of unresolved issues pertaining to the 2nd
4. mortgage not being paid by Counterdefendant while
5. Counterplaintiff had at this date paid at least \$2,889.00 in
6. payments that should have been paying the 2nd mortgage down.
7. Again the request to settle with the second mortgage is denied to
8. the Counterplaintiff.

9. On September 11th, 2015 Counter plaintiff demanded that
10. ERICK ENZ stop harassing Counterplaintiffs family.
11. CounterPlaintiff and family are being denied Quiet enjoyment by
12. Counterdefendants demands to visit the property in question.

13. August 9th, 2016 Counterplaintiff again requested 1st and 2nd
14. payment information with the desire to settle the second, and
15. find out where the Counterplaintiffs payments on the 2nd mortgage
16. have been going and how they have been applied

17. August 13, 2016 again Counterplaintiff asked
18. Counterdefendants for the allocation of payment list for all
19. payments made by Counterplaintiff on 1st and 2nd mortgages. Again
20. no response.

21. August 10, 2016 Notified Counterdefendant that with the
22. \$25,000 for the down and the \$8862 un-applied funds for the
23. second mortgage that the \$30,000 down payment was long past paid
24. and it was time to sign the deed over to CounterPlaintiff

25. August 15, 2016 Counterplaintiff notified Counterdefendant
26. that the \$8862 un-applied payments for the second would be
27. applied to the Down-payment (\$5,000.00) and the mortgage payments
on the 5th (3.3 mortgage payments).

August 16, 2016 Counterplaintiff sent all demands certified
to Counterdefendant.

August 23, 2016 response from Counterdefendants attorney
threatening and attempting to evict counterplaintiff as a renter
which is FRAUD and BREACH OF CONTRACT.

[Handwritten signature]
[Handwritten signature]

1.
2.
3. Counterdefendant changed the monthly payment due date to the
4. 1st of every month without a meeting of the minds. The contract
5. clearly states the payment due date is the 5th of each month. The
6. only purpose is to Harass the Counterplaintiff.

7. The contract does not offer a grace period nor any penalty
8. specifications for late payments. The lack of these specifics
9. allows for entrapment.

10. (The usual grace period for a purchase is 10 days after due date
11. then a fine is charged between the 10th day and the 30th or
12. so(pending on the month).

13. The Counterdefendant fraudulently attempted to steal the
14. property in collusion with Kim T Christopherson from the
15. CounterPlaintiff.

16. On June 9, 2015 Black Mold was found behind a brand new
17. drywalled closet on the main floor, in the Livingroom on the
18. Ceiling painted over, behind the tub/shower wall cover, in the
19. kitchen sink wall, in both porches painted over, in the 1st floor
20. closet of main floor bedroom, in the upstairs bedroom on south
21. side, Under the stairs and under the tub.

22. (See attached 05)

23. We finished moving to this property May 18th 2015, and
24. immediately all fell ill. Our eyes became bloodshot, Bodies ached
25. and joints hurt, heart ailments in children(250 beats per
26. minute). Family could not use voices for months as they had
27. chronic sore throats. We had no idea what could be harming us.
When all of the mold was finally found Counterplaintiff had to
rent neighbors home as Counterplaintiffs home was not inhabitable
and needed mold abatement.

Counterdefendant was informed June 13th, 2015 and his
response was that he had no idea that there was mold in that room
when he had dry walled that door opening and turned it into a
Closet.

[Handwritten signature]
Date 5/1/17

1.
2.
3. Sadly for CounterPlaintiff the black mold was conveniently
4. and deceptively walled off. This Black mold extended through
5. that opening to under the tub, under the stairs and had a storage
6. room loaded with black mold unseen by an unsuspecting buyer.
7. CounterPlaintiff finally found the black mold room by tearing out
8. the wall that had been put up to turn the doorway into a closet.

9. It took CounterPlaintiff 6 months to get mold in the house
10. removed and extracted carefully as the professional service was
11. not afforded the CounterPlaintiff.

12. Counterplaintiff paid December payment on December 12,2016
13. to Nationstar Mortgage and ERICK ENZ, Counterdefendant did not
14. pay this December payment to the 1st mortgage until April 5,2017.

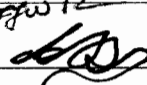

15. The December 12th payment was paid by Counterdefendant April
16. 5,2017. **The January, February, March, and April Payment have not
17. been paid.** CounterPlaintiff has the funds to make all of the
18. payments. Counterplaintiff will not send any further funds to
19. Counterdefendant as Counterdefendant owes **\$8,862.00 to
20. CounterPlaintiff for un-applied payments made for the second
21. mortgage.**

22. **Law of the case**

23. **People** who Knowingly and Willfully change the terms of a
24. contract without a meeting of the minds commit Fraud and Breach
25. of Contract. People who collude and ignore contract terms are
26. Breaching Contracts. People who use a position ,such as an
27. attorney to steal another peoples home or property act in
28. **collusion** to help another **steal** a peoples home commit **FRAUD.**

29. **MCA 28-2-405. What constitutes actual fraud.** Actual fraud,
30. within the meaning of this part, consists in any of the following
31. acts committed by a party to the contract or with the party's
32. connivance with intent to deceive another party to the contract
33. or to induce the other party to enter into the contract:

34. **(1)** the suggestion as a fact of that which is not true by

CJW
 Date 5/1/17


one who does not believe it to be true;

(2) the positive assertion, in a manner not warranted by the information of the person making it, of that which is not true, though the person believes it to be true;

(3) the suppression of that which is true by one having knowledge or belief of the fact;

(4) a promise made without any intention of performing it; or

(5) any other act fitted to deceive.

History: En. Sec. 2117, Civ. C. 1895; re-en. Sec. 4978, Rev. C. 1907; re-en. Sec. 7480, R.C.M. 1921; Cal. Civ. C. Sec. 1572; Field Civ. C. Sec. 757; re-en. Sec. 7480, R.C.M. 1935; R.C.M. 1947, 13-308; amd. Sec. 774, Ch. 56, L. 2009.

MCA 27-1-311. Breach of contract. For the breach of an obligation arising from contract, the measure of damages, except when otherwise expressly provided by this code, is the amount which will compensate the party aggrieved for all the detriment which was proximately caused thereby or in the ordinary course of things would be likely to result therefrom. Damages which are not clearly ascertainable in both their nature and origin cannot be recovered for a breach of contract.

History: Ap. p. Sec. 4300, Civ. C. 1895; re-en. Sec. 6048, Rev. C. 1907; re-en. Sec. 8667, R.C.M. 1921; Cal. Civ. C. Sec. 3300; Based on Field Civ. C. Sec. 1840; re-en. Sec. 8667, R.C.M. 1935; Sec. 17-301, R.C.M. 1947; Ap. p. Sec. 4301, Civ. C. 1895; re-en. Sec. 6049, Rev. C. 1907; re-en. Sec. 8668, R.C.M. 1921; Cal. Civ. C. Sec. 3301; Field Civ. C. Sec. 1841; re-en. Sec. 8668, R.C.M. 1935; Sec. 17-302, R.C.M. 1947; R.C.M. 1947, 17-301, 17-302; amd. Sec. 4, Ch. 12, L. 1979.

Cause of action: Breach of Contract, Fraud

[Handwritten signature]

Damages

Stress having the sellers **harass** us, and try to **coerce** us into giving the property back to them. **Trauma** from the constant **berating** from Counterdefendant for payments. **Trauma**, from holding my payments for **ransom**. **Trauma and Stress** from having **\$600,000 in labor/materials/and improvements** and Counterdefendants attempting to **steel** our fruits of our labors and **fraudulently** calling us renters with no value or equity in this property.

Trauma and **fear** of losing our property and house.

Black mold sickness that lasted over a 2 years for my whole family, **May 19,2015 to April 2017**. My daughter still has **asthma** and never had a prior history of **lung problems** until she was exposed to **Black mold** at this property 960 Rogers Lake rd Kila Montana-state.

Proposed Judgment (usually called the "Prayer")

I am requesting that the Defendants Refund me for any fines, charges, court fees, and other inconveniences caused by their unlawful actions.

I am requesting that the Deed for 960 Rogers Lake Rd, Kila Montana-state be autographed and have CounterPlaintiff added to the deed and Counterdefendants removed from the deed. Proposed Order 12202017/O/ADR-403

Counterdefendants should split the difference of the \$8,862.00 pay the Counterplaintiffs \$3,862.00 and \$5,000.00 is credited to down-payment. Proposed Order 12202017/O/ADR-404

I request certified copies of any orders signed by the Judge, without certification expense.

ADDITIONAL PAPERS THAT GO WITH ACTION:

The following documents are attached, and are incorporated by reference, as being fully stated herein:

Counterclaim - U.S. District Court District of Montana

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Signed

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- 1. 01202017-NLP-ADR-402f Notice of Lis Pendens **(3 Pages)**
- 2. 02-Amended for purchase contract autographed **(3 pages)**
- 3. 03-Nationstar Mortgage statement **(1 Page)**
- 4. 04-SLS Mortgage, second settlement **(3 Pages)**
- 5. 05-Photos of Black Mold damage
- 6. CounterDefendant's Complaint in DV-17-016D **(6 Pages)**
- 7. Notice of Eviction (2 Pages)
- 8. Receipts for Money Orders (15 Pages)
- 9. Response(s) to Attorney KIM T. CHRISTOPHERSON (5 pages)
- 10. Lien & Notices (9 Pages)
- 11. Proposed Order 12202017/O/ADR-403f
- 12. Proposed Order 12202017/O/ADR-404f
- 13. Proposed Order 12202017/O/ADR-405f

5-1-17

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I have personal knowledge of the foregoing facts and am competent to testify as to the truth of these facts if called as a witness. I declare under penalty of perjury under the laws of the United States that the foregoing facts are true and correct. So Help Me God. May Jesus bless all who read this.

I reserve all rights to make amends to this document to make it more clear, precise, and on point if needed.

Executed without the Federal United States (DATE) May 1-17

Under necessity, I do not consent to any matters against myself or ANTHONY RAE LUND, other than that I, a Man may be compensated, that Justice may be restored as I have requested, & the discharge of any liability that you may allege I have herein.

Sincerely,

All Rights Reserved And Waiving None

Anthony Raelund

Antonius-Damascus:Raelund

'Errors and Omissions are Consistent with Intent'

Candi Raelund
Candi Lee Liles West Raelund
Cassidy Connor Raelund



AB