

AUDIT OF RECORDS AND AFFIDAVIT OF TRUTH

For:
40701 Ortega Hwy.
San Juan Capistrano, California. 92675
APN # 125-120-27

Auditor and Custodian of Records/Auditor: Billie Powers

March 13, 2014

This is the Audit of the documents and records for the Property known as 40701 Ortega Hwy. San Juan Capistrano, California. 92675, and the identity of Billie Rene' Powers as a Free and Independent Woman, Person and Owner. This Audit reveals there is no perfected lien on this Property and further proves there is Identity Theft (with emphasis) on the Property and Owners likeness used on documents recorded into the county land records of Orange and Riverside Counties in California, possibly others unknown. A Related offense is Penal Code 470 PC California's forgery law when you knowingly alter, create, or use a written document for your own benefit or gain. These documents are being used by Tortfeasers (with emphasis) named and possibly unknown to steal the land, home and life of the Free and Independent Woman, Person and the Person's dependents. Expert testimony is included and used to reach the determination that felonious acts committed of Forgeries, Slander of Title, Identity Theft, Penal Code violations, UCC Code Violations, FDCP Act Violations, SEC Violations, IRS Fraud, Treasonous Acts and more have been committed against this Property, Free and Independent Woman, Person and Corporate identity. The Audit is ongoing and more new felonious actions may be uncovered.

To Whom It May Concern:

1. I, Billie Powers, as Custodian of Records and Auditor for 40701 Ortega Hwy. San Juan Capistrano, California. 92675, create and swear to this **AFFIDAVIT OF TRUTH to this AUDIT OF RECORDS** and in testament to the identity theft, trespass on the likeness of the property and owner, and the fraudulent criminal documents created and recorded into the Orange and Riverside County, California land records. I am qualified to give this audit and talk about this file as I have maintained these records and they have been in my control the entire time. I have worked in the real estate industry as a licensed real estate agent and have held a NMLS license for mortgage loans. I have researched thousands of documents and have been educated in the misconduct related to falsely recorded documents through personal experience. These documents place a **cloud on title** and cause an inability for marketing, sale or refinance. The case that supports the findings in this audit is **THE UNITED STATES et al and Lyn Syzmoniak vs. The Banks including Bank of America, Countrywide, Bank of New York (Mellon)**. These Defendants are the same entities within this Audit. This case stands as proof to the viability to the facts and statements of fraud and misconduct of the entities. These documents also constitute a **breach of contract damaging the credit and financial standing** of Billie Rene' Powers, valid reasons to qualify for complaints of UCL standing in the event that is necessary. There are **no perfected liens or obligations** on the property and many documents that are a nullity and therefore **recorded through illicit means** against this property and owner. The property also has **no legal access on county survey** records noted and as such the title company **Equity Title as underwriter for Commonwealth Title, should not have issued a title policy** on this property at the time of acquisition June 27th 2007. The **Grant Deed notarized April 26, 2007 #2007000417170 in the Orange County California land records is an altered document and is rejected and the original Grant Deed Dated April 24, 2007, notarized and signed by Roger Lee De Long granting the full value to Billie Rene Powers an Unmarried Woman as sole person on the document as being granted the property is accepted and recognized as existing**. Borrowers and buyers of real estate have a **justifiable reliance** on Mortgage Lenders, Escrow and Title Companies their subsidiaries and affiliates to have clean hands in their dealings with them. The consumer, public, insured, clients and parties to documents executed by these entities **retain justifiable reliance** on the truth and integrity of the jobs being done for them in these capacities. Therefore any trust broken, forgeries committed, errors and omissions of actual funding or straw companies involved, is **deceptive at best and renders felonious acts being committed for unjust enrichment of the parties committing such against** said borrower, consumer, public, insured, client and party to the documents executed and used fraudulently against them. **California Civil Code Section 3300-3322 ARTICLE 1:** regarding Damages for Breach of Contract are clear and I determine that damages are due to this property and owner under this act amongst others to be related herein. Where a breach of contract is based on fraud or mistake, the statute of limitations does not start until the aggrieved party discovers the fraud or mistake **under Section 337(3) under the California Code of Civil Procedure**. The uncovering of the fraud in this file began in October of 2012 and has occurred to date. The following information relates to an ongoing investigation into the land records and documents of this property and the fraud being created by numerous entities, known and unknown, to attempt to steal this land, home and life of Billie Rene' Powers. The research of the aspects related to this file have led me to **thousands of records**, stories and legal cases that go to prove that the entities herein noted are **found in wrong doing and fraud nationally**. This AFFIDAVIT AS CUSTODIAN OF RECORDS and AUDIT could in itself be 1000's of pages long with proof of validity to my findings. I include the following information with the knowledge there are more cases that could be included, but for the sake of satisfying my findings they are not necessarily needed. **I believe the truth has been sufficiently concluded** with the information provided within this document. The documentation for this information is referenced and includes cases and testimony used to determine my findings. The documents may or may not be recorded and are readily available if I'm called upon to testify regarding these matters concerning my personal knowledge. **WALKER vs. QUALITY LOAN SERVICE CORP. OF WASHINGTON, SPS (WASH. COURT APPL. 2013)-DTA, THE FDCPA, AND THE CPA**. This case sets precedence for homeowners to seek damages for wrongful foreclosure without a sale having taken place. Published opinion filed August 5, 2013. **All court cases sited are available online**. Expert witnesses are noted in this affidavit to support the use of the terminology and leveled accusations of fraud and misconduct I have **found**.
2. **GRANT DEED dated April 24th 2007** recorded document #2007000417170 in the Orange County California land records is an altered document. Recording requested by Equity Title Company. On the date of April 26th, when this document was notarized by Nancy Frye Ganzon commission #1703328 attesting to the signature of Roger Lee Delong, transferring entity, the only party to the transaction other than Delong was Billie Rene' Powers, the buyer. Billie Rene' Powers signed the purchase agreement dated April 13, 2007, as sole buyer and sole person to put the initial down payment into escrow. This Grant Deed shows 2 others, Louise J. Hanson (there is no Louise (e) J. Hanson/female) and Jacqueline M. Hanson husband and wife and they do not exist in the transaction on April 26th, 2007. The party, Louise (e) J. Hanson is an

unknown party. I have attempted to communicate with Notary Ganzon since the fall of 2013 through a telephone call to her place of business and she did not return the phone call. I also sent a facebook message to her in January 2014 in which I told her who I was and that she notarized the Deed of Trust that was altered since she notarized it and suggesting she may want to assist me. She has not responded. When I did not get a response I drove to her place of business, January 2014, and the business was closed. Neighboring business employees told me she left abruptly in the fall and surprised them by doing so. She did not tell anyone they knew that she was leaving. The entities other than Billie Rene' Powers could not have been on a document notarized on April 26, 2007. **Billie Rene' Powers is the only party on the instructions to execute the Grant Deed dated April 17, 2007.** This is a fraudulent document, a nullity, and as such voids the transaction prior to closing. FRAUD = VOID. The font on the document is different and shows evidence of cut and pasting of information. The page recorded by Equity Title Company that attests to the truth of the notary identity for Escrow is not signed or dated by an Equity Title Agent as required at the bottom, and the scribble noted on the line for a signature attesting to Ganzon's commission is only initials that are an E and another unclear initial. The Grant Deed should have been executed and notarized at that time and the names should have been correct on the document. I believe that the reason for this copy and paste and altering was due to the fact the original grant deed had already been executed as the first insurance instrument for paying off the existing obligation of Roger Delong, leaving the buyers to go to closing already seized with a zero balance to execute the Deed Of Trust for the income stream. On February 28, 2014 I spoke with Equity Title Advisor Title Officer/Claims Administrator, Lauren Humes. Lauren has been in communications with me since February 2012 when another Title Matter came in question regarding an illegal trustee sale, and then in regards to this altered **Grant Deed since November 10, 2012 when this altered and a nullity of a Grant Deed came to my attention.** Lauren told me that the Title Company does not create documents and said that the Escrow Company, **West Coast Escrow, would have been the party to do the creation of documentation.** I am unclear at this time to the truth of which party, escrow, title or who would have been the creator of this altered document. But what I do know and clearly establish is that the entities have all been notified of the alteration and nullity of this Grant Deed and all parties continue to ignore this document, therefore, due to the alteration and fraudulent and criminal recordation I conclude this to be a felonious act known and used in attempt to steal this home. Clear Title May Not Derive From A Fraud (including a bona fide purchaser for value). In the case of a fraudulent transaction California law is settled. **The Court in Trout v. Taylor, (1934), 220 Cal. 652 at 656 made as much plain:** "Numerous authorities have established the rule that an instrument wholly void, such as an undelivered deed, **a forged instrument**, or a deed in blank, **cannot be made the foundation of a good title**, even under the equitable doctrine of bona fide purchase. Consequently, the fact that defendant Archer acted in good faith in dealing with persons who apparently held legal title, is not in itself sufficient basis for relief" (Emphasis added, internal citations omitted). A small claims action was brought in 2013 against West Coast Escrow by Billie Rene Powers. Case # 30-2013-00637901-SC-SC-HLH for the altered Grant Deed and other issues. The case was dismissed without prejudice. vTo date the case has not been refiled due to finding further alteration to the document and determining that the Title Insurer should be responsible to the document nullity. The alteration should have been noted by the underwriter, compliance officer, the Escrow Officer, or others known or unknown handling the transaction at the time. Any entity or person using this document since November 2012 has been made aware of the nullity, so continued use would be felonious in nature. **The original Grant Deed Dated April 24, 2007 signed by Roger Lee De Long and Notarized on April 26, 2007 by Nancy Ganzon, granting the full value to Billie Rene Powers an Unmarried Woman as sole person, is accepted and recognized as existing though not delivered as required.**

3. **BOND INDENTURE, MORTGAGE BOND:** The grant deed was the first insurance instrument used to secure investor funds and the Deed of Trust was the second insurance instrument used to secure an obligation stream of which was used for unjust enrichment to the securitization transaction that actually occurred. The buyer actually went to closing "seized" as the rightful 100% owner, not a true purchaser. Billie Rene' Powers is actually an investor in this transaction and as such was not a borrower, but a lender who was used also as the obligor and as such not told the truth to the transaction. This created unjust enrichment for many entities within the Countrywide, Bank of New York, Bank of America, RECONTRUST COMPANY, NA, The Bank Of New York (Mellon) all their subsidiaries and affiliates and entities known and unknown during the time since the escrow of this closing forward. There was just an exchange of notes between the bank/broker/lender at closing and no real loan took place. The essential problem that is now bubbling to the surface after years of suppression is this: the lender is receiving payments based upon a different deal and computation than the deal and computation the borrower is required to pay. The lender's right to repayment comes from the bond indenture on the mortgage bond issued by a REMIC trust that never had any money, assets, income or expenses. That indenture doesn't say the investor will be paid according to the homeowner notes on loans originated or acquired by the trust or with the money from the trust beneficiaries. It provides for a specific yield of interest and principal regardless of what the notes say and even regardless (many times) of whether the borrower pays or not. Those terms are different than the terms signed by the homeowner. And the note and mortgage, were mostly executed in favor of parties who did not make any loan, never received the delivery of the note and never had any interest in the transaction. So what good are assignments from parties with zero ownership interest to convey?

4. **LEGAL RECORD**..... 4. But all conveyances and deeds which may be de facto recorded, are not to be considered as giving notice; in order to have this effect the instruments must be such as are authorized to be recorded, and the registry must have been made in compliance with the law, **otherwise the registry is to be treated as a mere nullity**, and it will not affect a subsequent purchaser or encumbrance unless he has such actual notice as would amount to a fraud. 2 Sell. & Lef. 68; 1 Sch. & Left. 157; 4 Wheat. R. 466; 1 Binn. R. 40; 1 John. Ch. R. 300; 1 Story, Eq. Jur. Sec. 403, 404; 5 Greenl. 272. (notices have been given that this property has fraudulent criminal documents recorded into the land records by the banks, servicers and trustees the subsidiaries and affiliates of each entity, known and unknown, in relation to the deed of trust, assignments of mortgage, Notice of Default, forged Grant Deed and other documents fraudulently recorded that are being used in an attempt to steal this home)
5. **La Jolla Group II v. Bruce** Docket
"211 Cal.App.4th 461 - 5th Dist. (F061829) 11/28/12 **Case complete 1/28/13**
LIS PENDENS / FORGERY: ...2. The name of the beneficiary in a deed of trust was altered in an attempt by a loan broker to support an unrelated loan. The court held that since the deed of trust was materially altered after it was signed, it was a forgery and was therefore void *ab initio*." This directly relates to the claims of alteration to the Grant Deed after it was signed and notarized. The Grant Deed is a forgery and therefore void *ab initio* (from the beginning).
6. **CLOSING INSTRUCTIONS dated June 27, 2007** and prepared by Elizabeth Santillan. Escrow Officer for West Coast Escrow is Sheila Knight: The closing escrow instructions reference 2 borrowers, Billie Rene' Powers and Louis (no e) J. Hanson only on the closing HUD and intermediate documents of instruction, adding Jaqueline M. Hanson on some. The instructions on page 20 of 23 state: **"FRAUD PREVENTION: Lender is committed to taking the strongest action, including criminal referrals, against settlement agents and attorneys who. By their acts, create an increased risk of loss to Lender and a bad reputation for the mortgage lending industry. Such acts include ALTERING TITLE DOCUMENTS, back-dating loan documents, falsifying settlement statements, facilitating identity theft, committing notary fraud, turning a blind eye to false down payments or fraudulent checks, CREATING FALSE PAY OFF FIGURES, etc."** The instructions are clear that all documents must be reviewed and without fraud or mistakes. The essence fraudulent and criminal activity of an altered Grant Deed and incorrect zip code of the address, which is a Riverside zip code. The property description has to be correct; all borrowers must be noted in the borrower description. There was a zero principal balance noted on the closing HUD.
7. **STATUTE OF LIMITATIONS**: The Statute of Limitations in California is 4 years. The last payment noted on the purported loan in question # 171026378 was in November 2008. The current Notice of Default recorded is past the statute of limitations and is in VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT.
8. **Credit Report of Billie Rene Powers**. This credit report from 2012 shows the **transaction with loan # 171026378 was paid as agreed and closed January 31, 2009, through BK**, with the last payment noted as **November 2008**. This same document shows Select Portfolio Servicing opening a NEW mortgage # 0013002803, dating the **felonious obligation** back to June 27, 2007 and referencing only **SPS as the party claiming beneficial interest and deceptively using the Bank of New York Mellon as a Trustee for a Trust that never took perfected assignment**. The Bank of New York Mellon does not show up on any credit report. This is **identity theft and fraud upon the credit reporting agencies in violation of the FDIC ACT**. Billie Rene' Powers has no signed agreement with SPS (Select Portfolio Servicing). SPS is attempting to collect an **unsecured fake obligation** and continues to send statements through the mail and attach the property and person's likeness to the **fraudulent criminal documents**. Any entity buying a discharged or transferred obligation knowing it has underlying clouds does so at their own risk **and becomes a party without standing to foreclose as they do not have a beneficial interest in the UCC 3 transaction**. Bank of America bought Countrywide in 2008; there was no assignment of this VOID mortgage to Bank of New York (Mellon). **There was no legal transfer or sale of any obligation associated with this property**.
9. **DEED OF TRUST dated June 27th 2007**. Document # 2007000417171 and recorded on July 2, 2007. Recording requested by D. Perez and mailing requested to Equity Title. Prepared by Elizabeth Santillan, who appears to work for Countrywide Bank, FSB, and notarized by Sheila Knight of West Coast Escrow. This document is a nullity as the Grant Deed executed to secure the document is altered and felonious and a fraud voids the document and transaction. **Document references names not on the title document**, Louis J. Hanson, the name on the forged title is Louise (E) J. Hanson. **MERS is the beneficiary as nominee for Countrywide Bank FSB, MERS cannot be the beneficiary as nominee, see Kemp vs. Countrywide**. The only beneficial interest lies with Countrywide Bank FSB, but the closing HUD suggests Countrywide Bank FSB did not fund any mortgage. It is known that the transactions at closing are not funded, but rather paper obligations are exchanged between the broker, lender and entities. **The instrument is a problem due to the fact it was used to create a Security and was to have been sold to the Bank Of New York to Securitize and issue (bonds) Certificates of Ownership against**. This **destroys the mortgage** and creates an investment stream **deceptively** causing the "borrower" to be taken from status of an investor who was due income to an obligor

that had to pay the investment stream. This has been proven to me to be faulty and a nullity and as such created unjust enrichment for the parties to the transaction, known and unknown, and therefore **not just a nullity but Void on that merit as well.** Assignments were not done in 2007, Glaski vs. BofA and Wells Fargo Bank, NA. vs. Eroboho are clear that if an assignment is not done per the timing of the PSA the transaction is VOID, not voidable, but VOID, in turn the whole contract and transaction is VOID. Other cases sited herein prove the same.

10. **DEED OF TRUST/HELOC dated June 26, 2007** prepared by Chandra Smock and with ID number 00017102638606007 as a second trust deed. (The original wet ink signed mortgage has not been returned as required and my research finds these funds should also be returned as the underlying contract was de facto, ab initio.) This document date is suspect as it is the day before signing the escrow documents. This document was back dated. This transaction was part of the down payment and deceptively had to be done before the First Trust Deed could be executed. Louis J. Hanson is not the name associated with the Grant Deed on this transaction and is not a party to such. In my opinion this is a fiduciary issue based on further deception and fraudulent concealment. Without this document dated the 26th vs. the 27th there would not be 30% total down payment. This HELOC had to be done by back dating in order to be available at closing and the only way this could transpire is with the Grant Deed giving 100% ownership to the “buyer” who is actually already the owner without knowledge of such. The HELOC could not be granted ahead of the first trust deed without ownership already established. It is my opinion that this HELOC was only legal if the “borrower” was already the “owner of record” as back dating documents is not legal and in the closing instructions is clearly one of the FRAUD conditions to look out for. This transaction is created using a buy and sell. Metropolitan life was investigated and found guilty of various violations under the demutualization of Metropolitan Life Insurance Company.
11. **BUY AND SELL/SELL AND BUY.** Mellon Investment Services handled the Metlife transactions in 2000 following the demutualization on April 7, 2000. During this period share holders were allowed to turn in their shares without commissions due for the sale. The Bank of New York (Mellon) acquired MetLife and also First American National Title in the 2000’s. According to testimony given by MetLife representatives to the New York Insurance Regulator the company planned on a Taking through the Act of Conversion. **The Demutualization also borned a TRUST and they threw their loyal policy owners to the curb. Keeping only a few Policy owners. While leaving billions of policyholders and stockholders at a huge lose via the public. The newly formed privately held trust was a veiled conduit for INSURANCE SYNDICATION and MORTGAGE BANKING and the program the Metropolitan Life demutualization called the BUY and SELL and SELL and BUY was employed by associates of the private Trust to give to the disenfranchised policyholders and stock owners as a benefit at inception or so they stated in testimony. They did not mention the plans to commit INCOME reporting EVASION and indeed to not report at all the billions of dollars they would receive and only planned and implemented a scheme that laid our housing market to bed for good or so it would seem.**
12. **TITLE CHANGE July 10, 2007 recorded into the County of Orange, document # 2007000417170.** Parties declined responsibility to the property and gave sole responsibility to Billie Rene’ Powers as managing member of Rancho Sonata, LLC. This transaction did not trigger any new taxes or reassessment of values. But, I find that the actual Title should reflect just Billie Rene Powers and revert back to the true and correct deed dated April 24, 2007 and notarized April 26,2007 and executed from Roger Lee Delong to Billie Rene’ Powers Unmarried Woman. The altered Grant Deed recorded in the Orange County Recorder’s office in place of the true copy is felonious and should be removed from record.
13. **LOAN MODIFICATIONS:** Prepared by Countrywide Home Loans Servicing LP after the January 2008 take over and buy out by Bank Of America July 2008. In August 2009 BAC Home Loans Servicing, LP sent another and a Third by BAC Home Loans Servicing. These are modifications noted in the file and on each modification the names of the parties are incomplete and include a name not on title. The modifications are a nullity and therefore VOID. **Countrywide representatives told me personally the “mortgage” had to be late in 2008 in order to seek modification assistance.** The documentation refers to Billie Rene’ Powers and **Louis J. Hanson (never on title)**, leaving off Jacqueline M. Hanson. As such all parties were not included. I personally told the agents handling these documents that they were not legal and the reasons behind that being the names were wrong and as were the demand for funds. I was told that there was not enough room on the template for the documents to put 3 names and to have them signed and notarized as they were. **I again stated that this was illegal and creating what amounts to extortion in order to make the documents get signed.** There are words in the void modifications that also state new **title insurance is issued against those modifications.** There is no information given related to what these title company names are associated with such and any title policy would have to address Rancho Sonata, LLC. Lawsuits prove Bank of America lied and harmed homeowners through modification. **These modifications were also done prior to the VOID assignments to the purported Trust.** Modifications are subject to the statutes of fraud. **These modifications amount to extortion when they were used as leverage and with threats of foreclosure if not signed.** When the misconduct and incorrect names were used and I told them that the modification documents were all illegal that in itself goes to prove evidence of misconduct on these entities. I believe the modifications have been used for unjust enrichment of 3rd party unsecured debt collectors as a means that also involves insurance fraud and collections fraud. To enforce a person to pay a modification that the person has given clear evidence of illegality to is a felonious act.
14. **FEE AND PAYMENT HISTORY: The Payment history provided has never been validated.** I personally requested the code breakdown, verification of what each line item stood for. “Misc. Post” is a term used throughout the document and does not represent any answer to the posting. There are large amounts of entries for fees that coordinate with excess fees added to the void

modifications that were issued. (remember, there is no valid assignment of mortgage and the modifications were done before the assignments that are nullities) **There was never an agreement to pay these fees and or repay any payments made on the behalf of Billie Rene Powers.** For instance, there is a fee posted on June 12, 2009 of \$76,358.33, yet it is reflective of a December 2008 payment month. In December 2008 a void modification was issued on this account, yet it was not added until January 2009, just before the account was noted as "paid" January 31, 2009. **I find that this document proves payments and adjustments were not done on the actual dates of payments and "adjustments" dates noted and were made outside of the transaction which is reflective of deceptive and felonious book keeping and off balance sheet transactions.** I find that since there was never a valid assignment done as required by the PSA there is no legal ability to add fee's or collect a dime. The **Office of the Comptroller (OCC)** has been notified of these actions. As noted in **Ellis vs. JP Morgan Chase and Co.**; *the "posting" of additional fees itself is regulated by the OCC, so any posting-related UCL claim under the "unfair" prong is preempted by the NBA. The manner in which a bank represents their "posting method," however, is liable to a 17200 "fraudulent" claim if, as here, the bank misled or refused to disclose their posting method. Unjust enrichment claims may survive a motion to dismiss if plaintiff can show: 1) the defendant's receipt of a benefit and 2) defendant's unjust retention of the benefit at plaintiff's expense. Here borrowers effectively showed that JP Morgan's excessive fees and service charges were financially beneficial and unjustly retained at borrower's expense. The borrower's mortgage contracts may have agreed to such fees, but these contracts do not affect borrower's initial showing of unjust enrichment elements at the pleading stage.*

15. **FIA CARD SERVICES, NA;** Through research it was found, that a payment history faxed to give proof of payment history shows a sending fax number. **This number was found and researched back to FIA Card Services, NA.** a BofA subsidiary and shows as a privately owned company out of Delaware, but acquired by BofA in 2006 from MBNA. **This is fraudulent concealment.** This division handles securitized, unsecured, credit card debt. This was deceptive as Countrywide and Bank of America did not stop sending statements and continued to pretend that a mortgage was in place. I communicated with the bank and was told numerous times that **they could not foreclose due to the Bankruptcy,** but when asked about the balance on the account was told it was valid. I believe that the fact is the Void mortgage was transferred to an unsecured 3rd party credit card division of FIA Card Serviced, NA. **This is deceptive and calculated to do to a homeowner and violates the FDCP act and UCC codes.**
16. **ANNUAL ESCROW STATEMENT:** Loan servicers must deliver to borrowers an ANNUAL ESCROW STATEMENT once a year. **This has not been adhered to.** The annual Escrow account statement summarizes all escrow account deposits and payments during the servicer's twelve month computation year. It also notifies the borrower of any shortages or surpluses in the account and advises the borrower about the course of action being taken. With the news of the "new supplemental tax bill, that is not new and just appeared" this is an infraction of the RESPA/TILA laws that could have cost this homeowner dearly. There is a fine of up to \$2,000.00 per infraction of this requirement.
17. **CALIFORNIA CIVIL CODE SECTION 2934a:** The substitutions of Trustee's examined are all nullities due to flaws and omissions of information required in this Civil Code Section including, but not limited to, "[2934a] (a) (1) The trustee under a trust deed upon real property or an estate for years therein given to secure an obligation to pay money and conferring no other duties upon the trustee than those which are incidental to the exercise of the power of sale therein conferred, may be substituted by the recording in the county in which the property is located of a substitution executed and acknowledged by: (A) all of the beneficiaries under the trust deed, or their successors in interest, and the substitution shall be effective notwithstanding any contrary provision in any trust deed executed on or after January 1, 1968; or (B) the holders of more than 50 percent of the record beneficial interest of a series of notes secured by the same real property or of undivided interests in a note secured by real property equivalent to a series transaction, exclusive of any notes or interests of a licensed real estate broker that is the issuer or servicer of the notes or interests or of any affiliate of that licensed real estate broker. (D) Notice of the substitution was sent by certified mail, postage prepaid, with return receipt requested to each holder of an interest in the obligation secured by the deed of trust who has not joined in the execution of the substitution or the separate document. The separate document shall be attached to the substitution and be recorded in the office of the county recorder of each county in which the real property described in the deed of trust is located....." The chain of trustee was broken *ab initio*. The substitutions of trustees were done prior to the assignments of mortgages and since the assignments of mortgages were also void *ab initio* as they are VOID per the Pooling and Servicing agreement due to not being done in the time required, no subsequent substitution of trustee would be valid. There is a broken chain of trustee substitutions in subsequent names as well. The first Trustee was purported to be Recontrust Company, NA, then it was purported to go to Recontrust Company. The last substitution of trustee is recorded in Riverside County and is from Recontrust Company, NA (not Recontrust Company) to Quality Loan Servicing Corporation.
18. **SUBSTITUTION AND RECONVEYANCE OF HELOC DEED OF TRUST:** There are **two for the same purpose.** One recorded in **Riverside County** on **December 14, 2007, number 2007-0748968.** Attn: Dolores Romo-Carabajal. The Heloc was paid as agreed in November 2007. This reconveyance was notarized on November 30, 2007 by Dorothy C. Schaffner of Maricopa County Arizona for Recontrust Company; note it does not say Recontrust Company, NA. with Catherine Trelatsky signing as Assistant Secretary of ReconTrust Company. The substitution of Trustee from RECONTRUST COMPANY, NA to RECONTRUST COMPANY was not done until June 2008 (document recorded in Orange County, Ca. #2008-000325169) so how does this document reference such transaction in November 2007? This document should have been recorded in Orange County, CA. not Riverside County. I find this to be systematic of the documents in this file as using multiple counties allows for further identity theft and trespass on the likeness of owners and property.

19. **SECOND SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE:#2008000325169 dated June 20, 2008**, recorded in Orange County. For the same purpose of Substitution noted in 17. Request for Recordation from DPS on behalf of LST (Landsafe Title). Attn: Dolores Romo-Carabajal, notarized by Sandra P. Somoba, of Maricopa County AZ, with the same signer as on the first Reconveyance, Mirna Linares as assistant secretary of Mortgage Electronic Registration Systems, Inc. but on the first Reconveyance she is assistant secretary for Recon Trust Company (note an additional entity with RECONTRUST name) prior to RECONTRUST COMPANY being an entity name given to the Secretary of State. Miley B. Lopez (may be slightly different because the scribble covers the name). It is evident that these titles are being used interchangeably as the signers deem fit too fraudulently and criminally create these documents. The actual entity used on the substitution of Trustee from RECON(space)TRUST COMPANY, NA to RECONTRUST COMPANY, all in cap's and no lower to upper case spelling also creates deception as the company name is not accurate as to actual entities. Why are there two of these documents, doing the same act, in two different counties and using mostly the same individuals for different company affiliations? I believe these are fraudulent documents created under trespass on the property and owners likeness in order to perpetuate Paper Terrorism on the land records of Orange and Riverside Counties in California to steal the property for unjust enrichment of entities that have no standing.
20. **SUBSTITUTION OF TRUSTEE dated June 3, 2008 and recorded November 5, 2008, document #2008000505648**. Request for Recordation from DPS on behalf of LST (Landsafe Title). Attn: Dolores Romo-Carabajal and notarized by Lucy Mansourian commission #1775098. Substitution is done by MERS as beneficiary, MERS was not a business entity in California, with no mention of BONY (M), done 2 years prior to the void assignment of mortgage to BONY(M) and purporting to substituting Recontrust Company in as Trustee. The date the document was executed is prior to the use of the name RECONTRUST COMPANY and MERS had no authority to assign a new trustee as beneficiary. No authority can be given where no contract exists. The Nullity of all the documents creates a VOID. Lucy Mansourian wears many hats, but her claim to being the Vice President of Recontrust Company, NA is reason for the nullity of this document that she notarizes, as that capacity creates a beneficial interest in foreclosing on properties. She also claims to be an assistant manager of MERS on other documents on record for other properties. Lucy is also noted as being the "owner" of a property on a document CP41024 with parcel number 135-0-122-105; Located at 7081 Harmon Dr. owner of record Lucy Mansourian at 1800 Tapo Canyon Rd. Simi Valley, Ca. 93063 section violation 12.310.1401.4 as an unsecured bldg/public nuisance; owners address is Recontrust Company's address. Per the records, Recontrust Company, NA foreclosed on this property with Lucy Mansourian directly involved in the NOD. To be the owner of record Lucy has to be on the record and as such should not be notarizing any document to do with beneficial interest or affecting title. Substitution of Trustee from RECONTRUST COMPANY, NA to RECONTRUST COMPANY. Nullity. Document noted and sent to the Attorney General's office with 17 other cases, in March 2013. The counties, Ventura, Simi Valley, and Orange County have told me that no business taxes were paid and the addresses for this company show the entity should have paid business taxes within the cities and counties that homes are illegally foreclosed in and the business is operating. Recontrust Company, Inc. is the only entity with the name and it is not the same company, and was dissolved in November 2012. Recontrust Company is found to exist in Nevada on July 30, 2007 only. RECONTRUST COMPANY did not use until July 2008 in California; this is dated June 3, 2008 and notarized on that same date. This Nullity = Void for that reason and the timing 3 years past the cut-off date of the Pooling and Servicing Agreement, possibly other fraud. In 2009 Recontrust Company, NA. shows buying Recontrust Company assets, but no assignment done from Recontrust Company back to Recontrust Company, NA. The name is used as if it was one and the same and it is not. The SOS (Secretary of State) was clear that the name was changed by a phone call from the entity, but no entity can be found filed with the SOS. The only entity found registered at the SOS was Recontrust Company, Inc. and has no affiliation with the other two. Substitution of Trustee cannot be done, nor can any trustee be valid as there was never an assignment of mortgage to BONY(M) as Trustee for the CWALT 2007-HY9 trust at this time and the two (2) voids were done in 2010.
21. **CORPORATION OF ASSIGNMENT OF DEED OF TRUST. # 2010000234975 recorded on May 19, 2010**. Recording requested by DPS on behalf of LSI-SV. This is nearly 3 years too late. It was required to be assigned from Countrywide Bank FSB, not MERS as nominee, and filed within the closing period of the Trust CWALT 2007-HY9 and was not done until nearly 3 years later. (MERS vs. Robinson is very clear on the fact MERS cannot be a beneficiary.) The pooling and servicing agreement for the trust clearly states that the Trust must have an assignment from the seller, Countrywide Bank FSB, recorded into the land records within the closing period. The document shows Tina Sevillano signing it on May 4, 2010 and Ahmed Afzal notarizing on May 10, 2010 attesting to the signature being done in his presence and the dates do not match. Document VOID not Voidable but VOID per GLASKI vs. BOFA. It is signed by Tina Sevillano, known robo signer (robo signing is a form of Paper Terrorism), as Assistant Secretary of MERS and notarized by Ahmed Afzal. Ahmed Afzal's notary bond was paid out in full in October 2012, through court order, for 8 claimants. Tina Sevillano has stated on record that her signature was robo signed in other cases too. These were also done following 3 modifications that are all nullities to this file. Modifications based on no assignments to the Trust are void as is the whole obligation. The Secretary of State of California records that MERS was suspended in California in 2004 for violations to the Federal Tax Board., and the process of service resigned on March 25, 2009. With this fact MERS could not legally do business at the time of the execution of documents in 2010 in California.
22. **CORPORATE ASSIGNMENT OF DEED OF TRUST. Dated October 19, 2010 Recorded on October 26, 2010 document #2010000564031**. Recording Requested by Mortgage Electronic Registration Systems (MERS) and noted as Accommodation only by First American Title Company. It states to mail to BAC Home Loan Servicing LP (CWF) upon recordation. Signed by Nichole

Clavadeischer as Certifying Officer for Mortgage Electronic(s) Registration Systems and notarized by Jon Secrist, commission #1893947. The document purported to be an "Assignment of Deed of Trust" has on its face issues which cause this document to be invalid as an Assignment. The document sent via USPS by SPS does not match the one recorded at the county, the bar code from the County Recorder has numbers lined up differently under the original bar code, and the one sent by SPS has the bar code numbers further to the right, which is evidence of cut and paste and altering of a document. The number under the APN number that is hand written is 4693821 and is an obvious addition to the document sent by SPS as it does not match on the recorded document versus the altered rendition. There are also two bar codes on the copy sent by SPS. Furthermore, this document is a nullity and as such VOID by means of Notary Bond paid for the fraudulent document recorded in county recorders and Void per GLASKI vs. BOFA. Nicole Clavadeisher signed under many capacities and is a known "robo-signer". The document had misspellings of the MERS name and had double bar codes. It was required to be assigned from Countrywide Bank FSB, not MERS as nominee, and filed within the closing period of the Trust Cwalt 2007-HY9 and was not done until nearly 3 years later. This is fraudulent. This document was also executed 10 months following Bank Of America showing account paid as agreed, due to BK, in January 31, 2009 on Billie Rene' Powers' credit report. These were also noted prior to the two void assignments made in 2010. The banks were claiming that the CWALT 2007-HY9 was the trustee but there was never a perfected assignment done.

23. **CLAIM FILED AGAINST NOTARY JON SECRIST** dated December 6, 2012. Jon Secrist did not provide the pages of his notary book as required and did not deny the claims of wrong doing. Claim paid for misconduct.
24. **NOTARY MISCONDUCT** shall result in violations, including but not limited to: CA. Civil Code 1185 for failing to properly identify a signer, requiring a \$10k fine and 1189 for willfully stating as true a material fact known to be false also a \$10k fine. Some circumstances also involve criminal prosecution which could result in your doing time in prison. For example, if you notarize a deed of trust affecting real property on which there is a home, and you know the deed of trust is fraudulent, you are guilty of a felony. If you knowingly notarize a deed of trust that has been forged, you are guilty of a felony and may be subject to other relief or remedies provided to the parties by law. Government Code § 8214.2 and Penal Code §115.5
25. **SLANDER OF TITLE [tort slander of title]:** In order to establish the elements of slander of title, the plaintiff must prove that the defendant has communicated to a third party a false statement disparaging title which has caused the plaintiff actual damage. [Residential Communities of AM v. Escondido Community Ass'n, 645 So. 2d 149, 150 (Fla. 5th DCA 1994) A slander of title suit can be made in a variety of circumstances including but not limited to "the filing of an invalid lien against real property or virtually any type of recordable instrument recorded against a property by one without privilege which is untrue."
26. **MULTIPLE NOTICES OF DEFAULTS (NOD's)** were filed against this property and rescinded by Countrywide and Bank of America, Recontrust Company (NA), Select Portfolio Servicing, Quality Loan Servicing Corp., title companies. All Notice of defaults and documents filed by these entities were fraudulent and void as there was no default and all documents are fraudulently created upon the land records of Orange and Riverside counties. Bank of America employees stated no foreclosure could proceed when asked about this in 2010 due to the bankruptcy. I was told that the legal department had wanted to initiate numerous times but was denied the action due to the BK as there was no longer an ability to foreclose.
27. **BOFA SHOWS SATISFACTION OF MORTGAGE ON JANUARY 31, 2009.** The credit report clearly shows this transaction purported mortgage #171926378 satisfied as agreed and closed. The obligation was satisfied as agreed and closed following Bankruptcy, but the deception created a false obligation and allowed for further emotional damages over the years dealing with the felonious acts against the house. The satisfaction of mortgage takes away any obligation for a lien to exist in the event of a satisfaction of lien, therefore this audit reveals reason for the lien to be extinguished and quiet title granted.
28. **STATUTE OF LIMITATIONS:** The Statute of Limitations in California is 4 years. The last payment noted on the purported loan in question # 171026378 was in November 2008. The current Notice of Default recorded is past the statute of limitations and is in VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT. This gives reason to grant quiet title.
29. **QUIET TITLE:** California Code for Quiet Title section 1 general provisions section 760.010 – 760.080 go to prove the ability this file has for establishing a quiet title claim. Under Sections 761.010 – 761.030 provisions are noted and I believe the action should stand and be filed as noted in these sections. Quiet Title is a lawsuit filed to establish ownership of real property (land and buildings affixed to land). The plaintiff in a quiet title action is seeking a court order that prevents the respondent from making any subsequent claim to the property. As set forth above, the remedy of quiet title can be *combined with other causes of action* or other remedies.
30. **CLOUDED TITLE:** *An apparent claim or encumbrance, such as a lien, that, if true, impairs the right of the owner to transfer his or her property free and clear of the interests of any other party.* The existence of a cloud on title casts doubt upon the ability of an owner of real property to convey marketable title to his or her land, thereby lessening its value. The owner must present evidence to dispel the cloud on title if he or she wants to transfer ownership free of legal uncertainty. One method to remove a cloud on title is the commencement of an action to quiet title. **cloud on title (cloud)** n. an actual or apparent outstanding claim on the title to real property. "Clouds" can include an old mortgage or deed of trust with no recording showing the secured debt was paid off, **a failure to properly transfer all interests in the real property** (such as mineral rights) to a former owner, a previous **deed which was improperly written or signed**, an unresolved legal debt or levy by a creditor or a taxing authority, or some other

doubtful link in the chain of title. Often the "cloud" can be removed by a quiet title action, by finding a person to create or execute a document to prove a debt had been paid or corrected. Title companies will refuse to insure title to be transferred with a "cloud," or they will insure ownership except for ("insure around") the "cloud." * [This audit proves that there are multiple clouds on the title of this property.]

31. **CALIFORNIA PENAL CODE SECTION 115.5** protects the property owner if "...Any false or forged document or instrument with the County Recorder which affects title to, places an encumbrance on, or places an interest secured by a mortgage or deed of trust on, real property..." In addition to the penalty noted above...and to any other penalties that might be imposed with a conviction for this offense...a conviction for forging deeds in California subjects you to an additional and consecutive one-to-four years in the California state prison if you deprived the homeowner of more than \$65,000, an additional and consecutive one-to-five years in the state prison and either a maximum \$500,000 fine or double the amount of the fraud, whichever is greater, if you deprived the homeowner of more than \$100,000 *and* you have been convicted of two or more felonies involving fraud in the same criminal proceeding (*this penalty may even be imposed on top of the additional one-to-four years that is added on by the punishment just referenced above), and professional discipline if you hold a California professional license (fraud offenses...typically categorized as crimes of moral turpitude...are criminal convictions that can affect professional licenses). There are a variety of offenses that are related to the crime of forging deeds. Some that may be charged in addition to Penal Code sections 115 and 115.5 PC and some that may be charged in lieu of these sections. The most common two crimes are grand theft and forgery.
32. **PENAL CODE 487 PC GRAND THEFT:** Penal Code 487 PC California's grand theft law is violated anytime a party unlawfully takes another person's property worth more than \$950. This offense is what is known as a wobbler. A "wobbler" is a crime that prosecutors can file as either a misdemeanor or a felony, depending on the facts of the case and criminal history. If convicted of grand theft as a felony, you face 16 months, or two or three years in the state prison and a maximum \$10,000 fine. If convicted of the misdemeanor, you face up to one year in a county jail and a maximum \$1,000 fine. And if caught forging deeds *before* you actually collect any money, prosecutors could still file charges for attempted grand theft. If convicted, you face one-half of the punishment just described.
33. **4.2. PENAL CODE 470 PC FORGERY.** It is a violation of Penal Code 470 PC California's forgery law when you knowingly alter, create, or use a written document for your own benefit or gain. Forging deeds is, therefore, a direct violation of this law. Forgery is also a wobbler, subjecting you to the same penalties described under California's grand theft, described above.
34. **CALIFORNIA PENAL CODE SECTION 531(a)** criminalizes false documents affecting title to property.
35. **CALIFORNIA PENAL CODE SECTION 118 (a) (special emphasis).** (a) Every person who, having taken an oath that he or she will testify, declare, depose, or certify truly before any competent tribunal, officer, or person, in any of the cases in which the oath may by law of the State of California be administered, willfully and contrary to the oath, states as true any material matter which he or she knows to be false, and every person who testifies, declares, deposes, or certifies under penalty of perjury in any of the cases in which the testimony, declarations, depositions, or certification is permitted by law of the State of California under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury. This subdivision is applicable whether the statement, or the testimony, declaration, deposition, or certification is made or subscribed within or without the State of California.
36. **TWO ILLEGAL FORECLOSURES RESCINDED by 2nd trust deed holder.** I spoke with bank representatives in the spring of 2010 for assistance stopping the fraudulent **October 2009** foreclosure by the 2nd TD holder, Thomas Peppers. I was told they were not working with Mr. Peppers and would not allow him to take first TD position. A previous fraudulent criminal foreclosure in **2008** by the same party that was rescinded for fraudulent criminal foreclosure. **Reconveyance document # 2013000372246 recorded in June of 2013 by Val Chris Investments**, Judgment and stipulation are recorded as of February 2012 in court case #30-2011-00519650 in the Superior court of Orange County. The June Reconveyance was not seen in the Orange County Records records in October 2013 when I went in to file the February 2012 judgment and stipulation in order to for Title insurance claims to go forward against the title insurance **for grant deed forgery** amongst other claims covered.
37. **CONVERSATIONS WITH COUNTRYWIDE AND BOFA:** In February 2008 **I was told in order to get assistance the mortgage would have to be 90 days late.** This began the journey down the rabbit hole of **financial distress created by the banks, servicers and all entities their subsidiaries and affiliates involved known and unknown.** There are **hundreds of emails** and communications with Countrywide, Bank of America, BONY(M), Select Portfolio Servicing, Inc., other subsidiaries and affiliates of these entities. In January of 2010 I called and spoke with **Paula Edwards**, (she had been a contact since 2008) in the office of the President, told me verbatim that Mr. Peppers could not hold title or foreclose without satisfying the first obligation and that it was not legal for him to foreclose in the manner he did. **I contacted BofA customer service numerous times in 2010-2011** in attempts to verify the home was not in foreclosure or preforeclosure and BofA representatives the subsidiaries and affiliates covered up the truth that a false and unsecured obligation was created after BK, just stating that **due to the BK they could not foreclose and the property was not in danger of foreclosure.** In January and February of 2012 there are emails attesting to the validity of these statements between myself and Bank of America Representatives, **one Taylor Powers called me and asked if there would be interest in a modification,** I said I'd be interested in help that would save this home and

needed to know what was being offered and who was owed what. She was told that the property was way over value, that it had inflated values at purchase. She was told the modifications previously done were void. She said she understood and wanted to help. Taylor was extremely considerate and sympathetic, but her voice was strained and **she spoke with urgency**, and gave **encouragement of assistance**. I asked her who she was and she told me at that time she had seen my emails and was in a higher office that **could assist and wanted to reach out and help**, at which time the fraud was not known by me, but when I asked her why BofA did not work with Mr. Peppers allowing him to take over the first trust deed she stated that BofA allows the assumption of the first to foreclosing second interests, **but in the case of this property there was an inability to do so due to the possible fraud noted in the transaction and file**. (I assumed at that time she was talking about the fraud committed by Mr. Peppers) I asked her to explain this further; **she asked if she could call me back in 20 minutes and that she would have a possible solution**, she never called back. I inquired numerous times for assistance and to speak with her again and to the extent of begging, without success.

38. **ASSIGNMENTS: “The assignment of the lien without a transfer of the debt was a nullity in law.”** (Polhemus v. Trainer, 30 Cal. 685; Peters v. Jamestown Box Co., 5 Cal. 334; Hyde v. Mangan, 88 Cal. 319; Jones on Pledges, secs. 418, 419; Van Ewan v. Stanchfield, 13 Minn. 75.) “A lien is not assignable unless by the express language of the statute.” (Jones on Liens, sec. 982; Wingard v. Banning, 39 Cal. 343; Ruggles v. Walker, 34 Vt. 468; Wing v. Griffin, 1 Smith, E.D. 162; Holly v. Hungerford, 8 Pick. 73; Daubigny v. Duval, 5 Tenn. 604.) CALIFORNIA SUPREME COURT, DAVIS, BELAU & CO. V. NATIONAL SUR. CO., 139 CAL 223, 224 (1903) “The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.” CARPENTER V. LONGAN, 83 U. S. 271 (1872), U.S. Supreme Court “California courts have repeatedly allowed parties to pursue additional remedies for misconduct arising out of a nonjudicial foreclosure sale when not inconsistent with the policies behind the statutes” California Golf, L.L.C. v. Cooper (2008) 163 Cal.App.4th 1053,1070 “(2) **Whenever a court becomes aware that a contract is illegal, it has a duty to refrain from entertaining an action to enforce the contract.** (3) Furthermore the court will not permit the parties to maintain an action to settle or compromise a claim based on an illegal contract” Bovard v. American Horse Enterprises, Inc., 201 Cal.App.3d 832 (1988) On April 11th, 2011, The Honorable Judge Margaret M. Mann made very clear the following, based upon California Supreme Court and U.S. Supreme court cases:
- Assignments must be recorded before the foreclosure sale
 - Recorded assignments are necessary despite MERS’ role
 - MERS’s system is not an alternative to statutory foreclosure law
- Bankruptcy No: 10-17456-MM13 re: Eleazar Salazar, 2)Nothing under California Civil Code §§ 2924 through 2924k applies, unless there is a legal chain of title for the Deed of Trust with the Note from the original lender to MERS, and then to the foreclosing party.**n**The UCC provides that a transfer of a loan in default might not be perfected.** It may also be evidence of splitting the note and mortgage. (Deed of Trust). This property was changed to reflect on the CWALT 2007-HY9 reports as in Foreclosure during the time the purported transfer of service occurred between BofA and SPS. There was **no perfected transfer** and there was **no perfected lien or obligation** and the timing is suspect due to **BofA’s role in the lawsuits surrounding the National Mortgage Settlement**.
39. **There are Four (4) exceptions to the tender rule in California.** “1) *if the borrower’s action attacks the validity of the underlying debt, a tender is not required since it would constitute an affirmation of the debt.* 2) *a tender will not be required when the person who seeks to set aside the trustee’s sale has a counter-claim or set-off against the beneficiary.* 3) *a tender may not be required where it would be inequitable to impose such a condition on the party challenging the sale.* 4) *no tender will be required when the trustor is not required to rely on equity to attack the deed because the trustee’s deed is void on its face.*” In this case there are no parties with standing to pursue a foreclosure or collection based on the nullity of documents and the void on the face of all. All 4 exceptions would apply.
40. **SPS has hired Quality Loan Servicing Corporation (QLS) to handle this fraudulent criminal foreclosure. QLS has no assignment from RECONTRUST COMPANY in Orange County Records and the fraudulent one recorded in Riverside County is from Recontrust Company, NA and I have emailed and called them to notify them of the fraudulent criminal foreclosure, they have not responded. SPS Ombudsmen, Karla, also refers to the foreclosing trustee as the foreclosing attorney in her letter and states they “hired” them to commence with the foreclosure action. SPS has no authority to hire any firm or foreclosing trustee on behalf of the Bank of New York Mellon and does not have the right to act as beneficiary in such action; BONYM did not direct SPS to contract with QLS. QLS does not pay business taxes in San Diego, or any other city in California that I can find and appear to be a straw company for a firm called McCarthy and Holthus attorneys who represent and own Quality Loan Servicing Corporation. The phone for both ring to the same message service and prompts, which shows there is a deceptive use of QLS as a third party when the company in fact is one and the same. I believe that the attorneys are unjustly being enriched from this act. A foreclosing party must be a party with perfected standing with beneficial interest in the original transaction. SPS is attempting to collect fees they have fraudulently created in an attempt to steal this home for unjust enrichment. Quality Loan Servicing Corp. does not have beneficial interest or a legal right as a trustee or debt collector, nor does SPS or any other entity being brought forth fraudulently with intent to steal this home. This is a conspired effort. The Bank of New York Mellon did not hire Quality Loan Servicing; SPS did for their own service, not for the Bank of New York Mellon. The Bank of New York Mellon has no legal authority to foreclose, SPS has no legal authority to collect and Quality Loan Servicing Corporation has no legal standing as Trustee. The trustee is suppose to be neutral acting on behalf of both lender and**

party being foreclosed upon, but the fact that SPS is a 3rd party unsecured debt collector acting as beneficiary without the Bank of New York Mellon request for foreclosure is again, deceptive and creating unjust enrichment for parties who have no true beneficial interest in the property. A MERS Min number is located on some of these documents and that is also deceptive as this file went inactive years ago in the MERS system since 2011 per the MERS Milestone report. SPS is foreclosing for their own benefit of felonious fees and payments made on this fake obligation, not the benefit of **Bank of New York Mellon as Trustee for the CWALT 2007 HY-9 trust as the BONYM told me they do not have the right to foreclose, modify or alter this and that SPS is acting on their own behalf as servicer. This is not a legal transaction or foreclosure action.**

41. **WALKER vs. QUALITY LOAN SERVICE CORP. OF WASHINGTON, SPS (WASH. COURT APPL. 2013)-DTA, THE FDCPA, AND THE CPA.** Published opinion filed August 5, 2013. **A Washington appellate court held for the first time that a property owner could recover on a claim of "wrongful foreclosure" even though no sale occurred,** and where the property owner's damages were limited to "inconvenience" and nominal costs to defend against or to investigate the basis of a threatened foreclosure. Because a claim of wrongful foreclosure may also give rise to a cause of action under the Consumer Protection Act and federal Fair Debt Collection Act, each of which provides for a recovery of attorney fees for an injured (and successful) plaintiff, it is certain that this decision will lead to a wave of new litigation against lenders. New lawsuits have already been filed. [This file is able to prove these actions and violations such as the judiciary requires of Walker and I am confident that criminal charges should also prevail in the event these entities do not offer acceptable rescissions and satisfactions of claims for the property] This case is referenced in my findings regarding Select Portfolio Servicing and Quality Loan Servicing Corporation where in a claim for violation of U.S.C code 1692f (6) exists making them in violation of the debt collection activities per the FDCPA. 1692f(6) (A) constitutes both SPS and Quality Loan Servicing Corp. as debt collectors in relation to a notice of default and foreclosure proceeding where they are enforcing an alleged security interest. U.S.C 1692 f (6) (A) is clear that if the mortgage servicer and those who service outstanding debts for others acquire a note in default they are a debt collector. In addition to its analysis of Walker's Deed of Trust Act claims, the court concluded that Walker may be able to show that Quality and Select violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692f(6), and the Consumer Protection Act (CPA), RCW 19.86.020, by threatening nonjudicial foreclosure when they had no authority to do so. In discussing proof of harm sufficient to establish a CPA violation, the court cited *Panag v. Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 204 P.3d 885 (2009), where the Washington Supreme Court held that the injury requirement of the CPA "is met upon proof the plaintiff's property interest or money is diminished because of the unlawful conduct even if the expenses caused by the statutory violation are minimal." On this basis, the court concluded that "[i]nvestigative expenses, taking time off from work, travel expenses, and attorney fees are sufficient to establish injury under the CPA." At the heart of the case is the claim that the lender—or its successors—failed to materially comply with the provisions of the Deed of Trust Act. While the fulcrum on which Walker's case turned was MERS' impropriety in trying to characterize itself as a beneficiary under the deed of trust when that was not the case, plaintiffs' counsel can be expected to assert that any flaw in the non judicial foreclosure process is a "failure to materially comply with the provisions of the Deed of Trust Act." For lenders and their counsel, it elevates the degree of care to be taken before commencing foreclosures. {California Home Owners Bill of Rights }
42. **CALIFORNIA HOME OWNERS BILL OF RIGHTS:** Select Portfolio Servicing Inc. and Quality Loan Servicing Corp. have violated the HOBR. In documents recorded into county records SPS claims to be able to circumvent the requirements for 2923.55 fraudulently claiming this home is not owner occupied. I have told the Ombudsmen at SPS through emails and conversations that the home is owner occupied and not rented out as they falsely claim. SPS has ignored this fact and has not corrected any fraudulently recorded documents. SPS and Quality have both been sent dispute of claim correspondences. **“Verification of documents: Lenders that record and file multiple unverified documents will be subject to a civil penalty of up to \$7,500 per loan in an action brought by a civil prosecutor. Lenders who are in violation are also subject to enforcement by licensing agencies, including the Department of Business Oversight, the Bureau of Real Estate..... Enforceability: Borrowers will have authority to seek redress of “material” violations of the new foreclosure process protections. Injunctive relief will be available prior to a foreclosure sale and recovery of damages will be available following a sale. (AB 278, SB 900)”**
43. **SPS is attempting to default this property and collect for payments made** on behalf of Billie Rene Powers, hence there is no default. An obligation that does not exist cannot be in default. Payments have continued to be made which **alters the book entries creating deception for the insurance default swaps and the standing to investors.** This is **double booking** and there is no true default. The Loan number SPS is foreclosing with was a **felonious obligation** and the **original (fake) loan number discharged in January 2009**, and **never perfected in 2007**, I question how the double booking has any legal authority to consider this fraudulent obligation in default and just what entity was given the **unjust enrichment of a payment stream** as the obligation was **paid as agreed in January 2009**, while not being a perfected obligation. Taxes have been paid on behalf of Billie Rene Powers. This creates a large credit owed to the property on an **obligation clearly not owed and void from Grant Deed forward** must be refunded. The entities are using unjust enrichment to benefit from a submission of false claims and are using the falsity of the claim without disclosing the falsity. This is violation of the California False Claims Act as noted in the case referencing the lawsuit of **The United States et al. vs. the banks with testimony by expert witness and relator, Lyn Syzmoniak.**
44. **In October 2012 SPS was contacted** in attempt to correct the misconduct that the entities created in the file. At that time there was noted forgeries and underlying nullity of the documents, but quickly the fraud of the fake assignments and more came as **SPS sent the altered documents and felonious paperwork.** As the nullities and property easement issues came to light so did the reasoning to **deny the obligation and request funds returned.** The requests have included multiple **Qualified Written Requests**

(QWR). The documents sent in turn for the request include the fraudulent nullities and VOID documents already noted and reference Bank of New York Mellon as the owner and Trustee of the **unperfected obligation**. SPS its subsidiaries and affiliates, have never sent all documentation recorded against the property and this is seen as **deceptive and secretive** creating what is a cover up of schemes and fraudulent documents to steal this home, and I have found the documents in the Riverside County recorder strictly by research. **Had I not researched adjoining county records these documents would not have been found.** Using **Riverside County is fraud upon the land** records and a felonious act. **The entities are well aware that documents have been filed feloniously in Riverside County.** Bank of New York Mellon, formerly the Bank of New York, never had a perfected assignment from Countrywide Bank FSB. There is no document showing Countrywide transferred this Void contract as required by the Pooling and Servicing Agreement and as required into county land records. Bank of America bought Countrywide Bank FSB out, but there was **no perfected assignment to BONY in 2007**. MERS shows a transfer to BONY as beneficiary years after the required REMIC legal standing and using forgeries and fraudulently recorded documents. The only entity that could have claimed beneficial interest to assign any documents was Countrywide Bank FSB, per the pooling and servicing agreement at the time of false Remic standing in 2007. **In order for the BONY to have ability to take assignment of the note and mortgage it had to be done 3 years prior.** **Mortgage Electronic Registration System (MERS) was not a legal entity in California in June of 2007.** **Walker vs. MERS** is specific to the beneficial interest and MERS ruling it cannot be a beneficiary. Bank of New York would have to enforce its own note NOT the servicer as agent for BONY, and since BONY never took perfected standing and BofA discharged this felonious debt through BK in 2009, there is NO standing to foreclose. I believe that Bank of America, BONY (M), Select Portfolio Servicing, RECONTRUST COMPANY and all the entities herein subsidiaries and affiliates were well aware that this property was never placed into the CWALT 2007-HY9 Trust and as such lied, deceived and committed felonious acts intended to steal this property when BofA transferred this to SPS and sold the servicing rights to SPS. **This is a critical issue because the trust has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose.** Investor lawsuits are easily googled and all are regarding the fraud within the Trusts. **Whistle blowers** have come out and told of BofA lies, misconduct and mistreatment of homeowners. **SPS has been found guilty of misconduct through the United States of America (FTC) vs. Select Portfolio Servicing in 2007, Civil No. 03-12219-DPW which is still in effect until 2015.** I reached out to the **FTC legal counsel**, specifically corresponded with Attorney Matthew Whilshire.

45. **The 30% down payment** on the property included a **10% Second Trust Deed** in the Amount of \$170 thousand dollars (**paid** as agreed in November 2007) and **\$340 thousand dollars with additional payments in the amount of approximately \$123 thousand dollars** (this is an approximate as the payments have continued to be paid by other entities on behalf of Billie Rene' Powers, and a true accounting is not available. There is no default and all those funds should be returned to Billie Rene' Powers.) There is also another \$400 thousand dollar satisfied Second Trust Deed, **totaling over \$1,000,000.00**. The payment history received shows figures that I **cannot justify** and appear to be added to the account for nonpayment or default. There **cannot be a default** as there is no obligation with perfected standing and when the obligation feloniously being presented is actually being paid. There is no fee breakdown from SPS as added to the fraudulent and criminal obligation. **SPS has not provided** any fee accounting history since creating this fraudulent criminal obligation. **SPS is nothing more than an entity creating unjust enrichment for the 3rd party unsecured debt collector** they are, that took a paid off obligation and turned it into a deceptive and fraudulent obligation to collect a payment stream not owed or foreclosable. The obligation was paid and never truly in default and as such creating **further fraud upon the land records, the courts and the nation** which amounts to **Paper Terrorism**.
46. **Legal Definition of Paper Terrorism:** Paper terrorism refers to the **use of false liens; frivolous lawsuits, bogus letters of credit, and other intimidate police, government officials and private citizens**. The OCC, FTC, CFPB, California Insurance Commission, SEC and other agencies who have been given complaints regarding these matters have also been frauded by the entities in question throughout this Affidavit. The BONY(M), Bank of America, First National Fidelity/Commonwealth Title, Countrywide Home Loans, RECONTRUST COMPANY, Select Portfolio Servicing Inc., Quality Loan Servicing Corporation and **all these entities** subsidiaries and affiliates that **have filed, emailed, faxed, mailed through express mail or USPS have all committed Paper Terrorism by the legal definition**. The current Notice of Default not only must be cancelled and rescinded, but is further grounds for **criminal charges**. These are **Felonious Acts**.
47. **TITLE INSURANCE:** There is a title claim for the forged Grant Deed and other issues. Through this title claim it also has been found that the property in question **is landlocked**. Title insurance should not have been issued. The underwriter, **Commonwealth Title and FNF have been investigated and found guilty of these same problems in Massachusetts**. The FNF (First National Fidelity) agent who works for the underwriter is **Matt Semple**. He originally **closed the claim in January 2013** based on the title not being in the name of Billie Rene' Powers, due to the **illegal foreclosure** by Thomas Peppers and Val Chris Investments. (2008 rescinded in 2008 and another in 2009, rescinded in February 2012 and satisfied as agreed per judgment of stipulation by the court) The title claim was **reopened in October 2013** following the judgment/stipulation of title being taken by myself to the County of Orange for recording. The claim should not have been closed for this reason as title follows the insured; FNF should have continued the investigation and representation of the claim. Due to **misrepresentation of representation** there is an open complaint with the California Insurance Commission and the State bar of Nebraska. I cannot find a bar association for Matt Semple in California where his emails claim he is VP/senior council/Southern California. There are two witnesses who participated in this claim, JoAnn Kennedy of PA. and Charles Koppa/Title Expert of San Diego, California. Both are prepared to attest the conversations and representations made by Matt Semple. The **fraudulent Grant Deed** has been in question since November 2012 and **on February 21, 2014** I personally realized the name on the Grant Deed, **Louise (e) J. Hanson** was not only

fraudulent but unknown and not on any other documents pertaining to this file. Title insurance, deeds of trust, transfers, escrow documents, title documents and all documents pertaining to this house have used a **VOID document** as means to record and attempt to steal this home and identity of parties and property.

48. **CLEAR TITLE MAY NOT DERIVE FROM A FRAUD** (including a bona fide purchaser for value). In the case of a fraudulent transaction California law is settled. **The Court in Trout v. Taylor, (1934), 220 Cal. 652 at 656 made as much plain:** “Numerous authorities have established the rule that an instrument **wholly void**, such as an undelivered deed, a **forged instrument**, or a deed in blank, cannot be made the foundation of a good title, even under the equitable doctrine of bona fide purchase. Consequently, the fact that defendant Archer acted in good faith in dealing with persons who apparently held legal title, is not in itself sufficient basis for relief” (Emphasis added, internal citations omitted).
49. **Select Portfolio Servicing claims to have taken over this file as servicer in April of 2012.** I spoke with the Bank of America Staff at their Lido Branch in California in the fall of 2012 when the bank said BofA sold the mortgage. I was shocked as I told them BofA had no right to sell anything to another entity, then I was told they just transferred servicing rights, but was told by the staff that BofA had no affiliation with the file any longer. I requested to see the documents and a staff member ordered them, but has never delivered said documents for preview. If SPS was not aware at the time of purchase of this unsecured fraudulent obligation, I made them aware of all the underlying fraud over a year ago. I personally spoke with **Kenneth Warner**, the lead attorney in the **8.5 billion dollar settlement** against Countrywide, BofA and BONY (M) for fraud and illegal activity that created deception upon investors who paid into these empty trusts. **This is a critical issue because the trust has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose.** The lawsuit is tied to MBS issued by Countrywide Financial Corp, which BofA acquired in 2008. I told him that the homeowners were actually the first line in the investment trail of the securitization and as such should be included in these lawsuits for damages. He agreed that the **homeowners were harmed and that the foreclosures are not with standing**, but he represented the Investment firm and not homeowner/investors. He agreed with me that homeowners actually had harm as their whole home was being **foreclosed fraudulently upon**, not just a piece of an investment or retirement.
50. **JUDGEMENT AND STIPULATION:** October 2013 the judgment and stipulation returning title from illegal foreclosure was taken to the county recorders of Orange County document recordation. At that time the document was also taken to the County Tax Assessors office to clarify title and give a copy of the recorded document to them. At that time I found that the **tax assessor’s office had taken 1.63 acres of land in 2009** with a county line survey done in 1996. The **book referenced the 26.68 acres as 25.05 acres.** There was **no variance** done and the investigation shows this is **not legal** and the county survey department provided the surveys in question and it was agreed that this acquisition of land was not proper. The land taken was an easement and went right over the property water supply, well. This would have left this home without water. **The easement appears to be of a utility nature.** It is believed that had it not been discovered that the **prescriptive easement** would have been taken in 2016, around the time a planned large home development is planned to go in a plot away from the property. This is beyond suspect and in my opinion **warrants a further investigation into inclusion of Southern California Edison and the County Tax Assessor office and employees, private surveyor Dan Garcia, as well as the Development San Juan Preserve.** There is a problem with the utilities for the development and it is my opinion that this may have something to do with the foreclosure timing as well. The property was foreclosed on in 2008 and in 2009 leaving the title clouded and not allowing for rejection of an improper survey by Dan Garcia. In 2009 Mr. Garcia slammed property markers up the driveway of the property, damaging the driveway. When I confronted him he said he had done a survey of record, but there is no survey recorded by him in Orange County Records and the one used by the county was done in 1996.
51. **NEW SUPPLEMENTAL PROPERTY TAX BILL:** On February 23, 2014 I found a new tax bill pop up on the property tax assessors roll for a “supplemental tax”. I sent an email right away to inquire about the new bill as it appeared to be calling due on **February 28, 2014 for a 2007** bill that has never been seen before. Upon return email from the office I was told to contact the tax assessor’s office directly. Upon speaking to the office I was direct to a supervisor named Kurt. **Kurt was surprised** to hear about the land theft and agreed that if there was **no variance** it was not legal and in regards to the supplemental tax bill I was given multiple reasons for it. I was told it was based on the previous owner’s values and the new purchase price. The date is July 2, 2007 to July 10, 2007 due to a change of ownership. What is wrong is that the change of ownership did not generate a new tax bill and the taxes were paid out of escrow in advance. By Kurts findings he told me the taxes were paid a year in advance at that time of July 2007. He told me that when there is a change of title the values are reassessed and adjustments made. I asked him why then were adjustments not made during the 2 transfers when the illegal foreclosures were done, at figures **that were 200k and 100k, way below the 1.7 million purchase price in 2007 and he could not tell me why the two times did not generate a reduction or change in property values or credits to the tax bill.** I told Kurt that the Tax Assessors office was already caught stealing land. I was directed to call **Supervisor Patricia Bates** office for the liability insurance of the Tax Assessors office as he could not give it to me and his boss would not either. All I was told is that the Tax Assessors office self insures. I told him the Supervisors office doesn’t handle their insurance claims, but I did speak with Bates representative **Don Hughes** and the investigation into this wrong doing and theft is now ongoing as well. Mr. Hughes was surprised that I was directed to Supervisor Bates for the insurance information. In May of 2010 there was an overage of taxes refunded to the man fraudulently on title at the time, Thomas F. Peppers in the amount of \$3,431.22. Any amounts owed against the Property Taxes would have been taken out of the refund. This refund should have gone to Billie Rene’ Powers, not Thomas F. Peppers, but since he was illegally on title it was refunded to him. Also I note that in **December 2013 the property value shot up a million dollars over value on real estate sites.** I believe this is

due to the foreclosure **and the tax assessor inflated values**, but to have it appear the same month as the Notice Of Default is not a coincidence and goes to **false values** for the fraudulent foreclosure.

52. **FORCE PLACED INSURANCE:** BONY(M), Bank of America and SPS have been contacted regarding the force placed insurance and BofA directed me to QBE. Assurant Insurance has been contacted and this has been **reported to the California Insurance Commission**. Under **Lane vs. Wells Fargo Bank, NA. # 2013WL3187410 (N.D. Cal June 21,2013)** the court is clear in regards to the ability to claim harm based on artificially inflated rates and kickbacks, regardless of payment by borrower or not and constitutes an economic injury. Placing force placed insurance against a home with a party as mortgagee who is not the mortgagee or having standing in an obligation is creating further economic harm. I have communicated with numerous agents at Assurant and QBE and one agent emailing and sending letters is **Alice Sanchez**. Complaints have been made to them as insuring SPS as the Mortgagee and they have been given constructive notice that SPS is not a mortgagee on this property and no entity has perfected assignment or standing to be a mortgagee or issue Force Placed Insurance as such. Any funds paid to the insurance companies for force placed insurance on this file must be reimbursed to Billie Rene' Powers. The mortgagee is the entity that lends money to a borrower for the purpose of purchasing a piece of property and SPS is not a mortgagee on this property. **This is a critical issue because the trust (not SPS) has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose and cannot be force placing insurance.** A complaint has been sent to the **California Insurance Commissioner** and an investigation is ongoing. **Assurant Insurance** is participating in insurance fraud if after being notified of such wrongdoing the company does not correct this action. **Balboa Insurance** was also used for force placed insurance on this file previously.
53. **NOTICE OF DEFAULT:** On October 31, 2013 Quality Loan Servicing Corp. filed a Notice of Default against the property. The Notice of default references an amount that is \$296,356.74. SPS has deceptively claimed to be servicer since April 2013 and yet demands to collect \$296,356.74 in past due amounts. These are "fees" that are being extorted by 3rd party unsecured debt collectors where there is no perfected standing to enforce any collection against this property and the fees are disputed. The Bank of New York Mellon does not take claim to this Notice of Default and actually denies participation. BONYM says it cannot foreclose on behalf of any investors and therefore they are not a party to this. **This is a critical issue because the trust has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose.** The notice of default is a nullity. Quality Loan Servicing Corporation does not have standing to record it on behalf of SPS or BONYM. The NOD also states the property is not owner occupied and that is not true and in violation of California Code 2923.55. The notice stating it is not owner occupied is also dated April 3, 2013 and this is deceptive as well due to the actual date that is claimed for transfer from BofA is mid April. How can SPS show any intent to correct this and work with a homeowner when they did not have authority or standing? Select Portfolio Servicing was given multiple cease and desists as a disputed entity. No notice of this NOD was mailed or given notice to this property for the October 31, 2013 NOD. The NOD was rescinded 5 days later and refilled on December 6, 2013, now stating that another \$8,000.00 dollars is owed to SPS, with a total amount of \$1,584,254.27. All fees are disputed as there is no obligation owed per reasons stated in this Affidavit of Truth and Facts As Custodian of Records. An NOD cannot be issued on this property as there is no perfected obligation and the history of the file goes back to void on all documentation as each document is a nullity based on my findings and the findings of Glaski vs. BofA, notary bond payouts for the fraudulent documentation.
54. **NOTICE OF DEFAULT filed in Orange County Records by Quality Loan Service Corporation dated December 6, 2013 and recorded # 2013000661629.** Recording requested by Quality Loan Servicing Corp. Signed by Dorian Bradley as Assistant Secretary for Quality Loan Servicing Corp. The California Declaration of Compliance is signed by Denise Weston, Document control Officer, of Select Portfolio Servicing, Inc. as authorized agent of beneficiary, **SPS is not a beneficiary**. On this document **Denise Weston** is stating that the property is not owner occupied **to avoid California Civil Codes of Procedure 2923.55** regarding owner occupied property; this also **violates the California Home Owners Bill of Rights**. There is **no record of transfer or substitution of trustee from RECONTRUST COMPANY** to Quality Loan Servicing Corporation in the Orange County Records. The address for the property is also wrong on the California Declaration of Compliance noted as 40701 Ortega Hwy. Lake Elsinore, Ca. 92530, and it states that the Bank of New York (Mellon) is the beneficiary as Trustee for the Cwalt 2007-HY9 trust and that is not true. SPS has been made aware of this fact numerous times and is committing actual felonious acts to cover felonious acts and as such they should be criminally charged. This document is stating that another \$8,000.00 dollars is owed to SPS, since the NOD rescinded on November 5, 2013, with a total amount of \$1,584,254.27. All fees are disputed and this is a felonious document. I personally called and sent emails to Quality Loan Servicing Corp. and SPS making them aware that there is no legal substitution of trustee giving Quality Loan Servicing Company any standing. When contacting the phone number for Quality Loan Service Corporation it is noted that the phone will also reference the attorneys at McCarthy and Holthus, which I believe are using Quality Loan Service Corporation as a straw company to hide behind while foreclosing on homes. Quality Loan Servicing is not paying Business License Taxes in San Diego and has no business license noted in the area of the address they use for business and reflected on the documents sent to the property for the December 6, 2013 NOD.
55. **SPS HAS NO POWER OF ATTORNEY PRODUCED** attached to anything recorded giving SPS authority they are claiming. An email received from SPS claims that the home is rented out, this is false and deceptive to the land records as well. SPS spoke with a third party without standing in regards to Billie Rene' Powers home and personal life. This violates the FDCP Act. This is **evidence of misconduct by SPS** in sharing information about private parties. The signer on the NOD for Quality Loan Servicing is a Dorian Bradley as Assistant Secretary, but this name is not in the employee generated system of Quality Loan Servicing when

I call. I suspect this is another robo signer of documents who has many hats within the entities. The Notice of Default filed in December 2013 also states a full accounting of the purported delinquency will be delivered as requested, but there has been no such compliance as requested for a breakdown of the fraudulent charges. Also, the figure used on the NOD is from an off balance work sheet, double booking entries. These amounts are inflated and incorrect. SPS is attempting to collect a debt that is **disputed and fraudulent** based on void documents and feloniously recorded and unrecorded documents. **There was no perfected standing for BONY(M) and this is a critical issue because the trust has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose.**

56. **Keith Pillich is a 3rd party authorized** for discussions of the property with SPS and has been witness to the lies and deception related to the request for original documents. Through numerous conversations over the last year it is noted that the documents are now suppose to be with the Bank of New York Mellon as Custodian as “owner” (which it is not as BONY never took assignment from Countrywide Bank FSB as required by the PSA). The **agents for SPS have numerous times changed the story** regarding the documents they continue to say are originals. We were told by an Ombudsmen that the documents are all on computer and copied, told by another they are kept in a ware house off site locally, another said they were kept possibly out of state, and finally Karla, supervisor at the Ombudsmen’s office told us the Custodian had them and actually said the custodian was The Bank of New York Mellon, and had to be requested. (since we know there is no assignment to the BONY (M) they cannot be a legal custodian)Keith was in the Salt Lake office of SPS in **July of 2013** as 3rd party for the property to view the file and was denied by the **attorney Scott Hansen, Ombudsmen Mark Syphus** and a woman Keith has the name to. I was on the phone while he was at the office. He was told to make an appointment to view them and was refused the ability to see the file. While I was speaking to Keith on the phone as he walked outside the SPS offices a truck was seen by Keith outside the offices. Keith inquired as to whom they were and the driver told him that they were the company who held the documents off site, but did not give a location. This created further questions we had about the security of identities and records when SPS did not even have a uniformed answer as to the storage of the documents in question. Ombudsmen Supervisor, **Karla emailed in agreement to send photos of the documents with a ruler next to them to show size and color. The documents have not appeared** and it is my belief that they do not exist as I have previewed proof through Countrywide depositions that **all the originals were destroyed** and the **Trusts did not take assignment** of them as required by the pooling and servicing agreements. **This is a critical issue because the trust has standing to foreclose if, and only if it is the mortgagee. If the notes and mortgages were not transferred to the trust, then the trust lacks standing to foreclose.** SPS sent an email stating that photos of the file and documents would be sent and the request to have a ruler next to them to show size would be granted. **These pictures have never materialized** and to date I do not believe there is any documents other than the file they have on the computer as noted on a call by their agent who told Keith and I that the file is printed off the computer file, not original documents. I believe that SPS has lied and is committing collections violations (violations of the FDCP Act) and using felonious documents in an attempt to collect a VOID contract as a secured mortgage obligation when there is none. **Fraud = VOID.**
57. **Pooling and Servicing Agreement (PSA) for the CWALT 2007-HY9 Trust.** I also note that in some of the filings the trust name was altered to **CWALT 2007-HB9** and the SEC has been informed by me regarding this. The Pooling and Servicing Agreement for the CWALT 2007-HY9 has an entity of **Park Granada** shown and this entity is an asset backed commercial paper program used by Countrywide. These entities were used to house subprime and other mortgages until they were sold. The reason to use these commercial paper programs is in part to commit regulatory arbitrage. (The Financial Crisis Inquiry Commission Report page 113 and 114 include this information). I believe regulatory arbitrage has been used throughout the entities involved in attempts to steal this home. (**Regulatory Arbitrage is where a regulated institution takes advantage of the difference between its real (or economic) risk and the regulatory position**). . The investors/owners have been paid out on these trusts via the lawsuits settled with the investors/owners of the bonds/certificates. Lawsuits by investors and other governing agencies have shown that there was actual fraud and the pools were not legal REMIC’s. These are the reasons investor pools and retirement funds have settled in repayment of investments from the Bank of America, Countrywide, and Bank of New York (Mellon). Through the conduct set forth above, **Countrywide and entities known and unknown conspired to commit a violation of 31 U.S.C. § 3729(a)(1)(A), § 3729(a)(1)(B), § 3729(a)(1)(D), and §3729(a)(1)(G).**The Pooling and Servicing Agreement is also specific in regards to the assignment having to be completed prior to the closing (within 90 days) as to create REMIC standing and have legal and perfected assignment of ownership. This PSA for CWALT 2007-HY9 closed on July 31, 2007. The felonious assignments were done in the year 2010 and both void per information herein. The link used regarding this PSA is found at http://livermore.brand.edgar-online.com/EFX_dll/EDGARpro.dll?FetchFilingHTML1?SessionID=ayBhWJgQLsoAUhh&ID=5450387
58. **Superior Court of the State of California, City of Los Angeles Case #BC380698/ Appellate case # B222889 Second Appellate Division 5.** Case upheld for Plaintiff on Appeal. This is a class action law suit that was filed for pension fund entities against Trusts, including the Cwalt 2007-HY9. Credit Suisse was the underwriter for the Trust, also is the parent company for SPS. The appraised values were a large factor in that the values were inflated. The property herein was not a 1.7 million dollar property at the time of purchase. Landsafe should have questioned the comps used; they were not close to the property and were in a more expensive area of San Juan Capistrano, Ca. 92675. Although this property has a San Juan Capistrano address it borders Riverside Ca. and is directly impacted by the lower values. The comps used were miles from said property and the one that was close was not a direct comp. The appraiser used applied alike properties, but the underwriter and review of the appraisal should have questioned values. My personal conversations with other parties from the July 2, 2007 closing period to now have proven that this property was allowed to hold an appraisal that was approximately twice the actual value. Upon transfer of property the

Tax Assessor had a \$496 thousand dollar value that was recent. The purchase appraisal was 1.7 million. Those who should have questioned value within the underwriting authorities did not have due diligence in regards to appraised value. This lawsuit speaks loudly to this issue. The property was valued on Zillow at 288k less than a year ago and shows spiking in value in December 2013, the time the Notice of Default was filed. On March 13, 2014 I had a conversation with agent Arnold at the OC Tax Assessor who said the values were changed to 800k after the rescission filed by Val Chris in June 2013, but he was confused as there were so many mistakes in the values and I told him the bill still reflected almost 1.3 million. I told him I wanted an appeal back to 2009 and Arnold gave my number to another department to call me to correct these errors, they have not as yet called.

59. **Greenwich v Countrywide, et al 654 F.Supp.2d 192 (2009)** BofA's Countrywide loses court ruling on mortgages — Modifications Not Authorized By Investor May be Invalid. *There is lots of significance about this decision.* First it shows that if the investor is going to sue it is going to be against the intermediary pretender lenders and not the borrower — because they don't want to expose themselves to liability for predatory loan tactics, usury, securities violations, TILA, RESPA and HOEPA violations. Second it shows that the servicers don't have the right or authority to actually negotiate and execute a loan modification. Within this file there are 3 modifications that were not done properly and all executed by the servicers, Countrywide and BAC servicing. All are a nullity due to noted issues herein.
60. **GLASKI VS. BANK OF AMERICA:** If the assignment is not done to the trust within the required time of the Pooling and Servicing Agreement the transaction is VOID, not voidable but VOID. Countrywide did no assignment to the Bank of New York. The TWO assignments were recorded from MERS as nominee in 2010, which is years past the required closing date. MERS did assignments in 2010, both were done after numerous actions filed into the Country Recorders offices, Substitutions of Trustee's, Modifications, Transfer/sale of servicing any and all transactions and recordation's were nullities and further show proof of fraud upon the land records. FRAUD = VOID. Late Assignments = no securitization and broken trust = VOID.
61. **Blackrock Financial Management Inc. v. The Segregated Account of Ambac Assurance Corp., 11-5309-cv(L):** This case shows the admission in the record of Countrywide not following the PSA requirements and the full spectrum of 530 pools of mortgage backed securities that were inclusive of Bank of New York as Trustee being faulty.
62. **Bradburn vs. Recontrust.** Judge rules Bank of America Foreclosures unconstitutional.
63. **STATE of WASHINGTON vs. QUALITY LOAN SERVICING:** On the date of this Audit the State of Washington has issued a moratorium on Quality Loan Servicing Corporation in Washington. I have found evidence that Quality does not pay business taxes in California, but pays through Washington, as such question how Quality can continue with business in California under these circumstances. Quality has had many lawsuits and settlements for misconduct.
64. **Wells Fargo Bank, NA as trustee.... vs. Rotimi Erobobo, THE CITY OF NEW YORK ENVIRONMENTAL CONTROL BOARD, "JOHN DOE" AND "JANE DOE"...** Section 2.01, subsection 1 of the PSA requires that transfer and assignment of mortgages must be effected by hand delivery, for deposit with the Trustee with the original note endorsed in blank. Section 2.05 of the PSA requires that the Depositor transfer all right, title, interest in the mortgages to the Trustee, on behalf of the trust, as of the Closing Date. The Closing Date as provided in the PSA is November 14, 2006.... Option One assigned Defendant's mortgage loan to the Plaintiff, as the Trustee, on July 15, 2008, approximately eighteen months after the trust had closed.... In fact, the identity of the owner of the note and mortgage is information that is often in the exclusive possession of the party seeking to foreclose. Mortgages are routinely transferred through MERS, without being recorded. The notes underlying the mortgages, as negotiable instruments, are negotiated by mere delivery without a recorded assignment or notice to the borrower. A defendant has no method to reliably ascertain who in fact owns the note, within the narrow time frame allotted to file an answer. In light of these facts and the fact that Defendant contested the factual allegations asserted in Plaintiff's pleading, Defendant's general denial is sufficient to contest whether Plaintiff owns the note and mortgage..... Article 9 of the PSA, section 9.01(b) provides that the closing date is designated as the "start up day" of each REMIC, and lists the closing date as November 14, 2006. Pursuant to 26 USCA §860-G-(b)(9), the "start up day" of a REMIC is the day upon which the REMIC issues all of its regular and residual interests....The PSA specifically requires the Depositor to have transferred all of the interest in the mortgage notes to the Trustee on behalf of the trust as of the closing date. PSA Article II, Section 2.05 (iii). Plaintiff asserts that the transfer of the note herein is void because the note was acquired after the closing date in violation of the terms of the PSA.... Mere recital of assignment, holding or receipt of an asset is insufficient to transfer an asset to a trust. The grantor must actually transfer the asset. EPTL §7-1.18. The assignment of the note and the mortgage which affected the transfer was dated July 16, 2008, however, pursuant to the terms of the PSA the trust closed on November 14, 2006.... Since the trustee acquired the subject note and mortgage after the closing date, the trustee's act in acquiring them exceeded its authority and violated the terms of the trust. The acquisition of a mortgage after 90 days is not a mere technicality but a material violation of the trust's terms, which jeopardizes the trust's REMIC status. Section 9.01(f) of the PSA provides that neither the Trustee, the Servicer or Holder of the Certificates shall cause any REMIC formed under the PSA, by action or omission, to endanger the status of the REMIC or cause any imposition of tax upon the REMIC. Since the trust was organized as a REMIC, the investors received certain tax benefits on the income that passed through the trust to them. Section 26 U.S.C.A. § 860D(a)(4) defines a REMIC as an entity that as of the close of the 3rd month beginning after the startup day and at all times thereafter, substantially all of the assets of which consist of qualified mortgages and permitted investments. Section 26 U.S.C.A. § 860G (a)(3)(i,ii) defines a qualified mortgage as [*9] (A) any obligation (including any participation or certificate of beneficial ownership therein) which is principally secured by an interest in real property and which (I) is transferred to the REMIC

on the startup day in exchange for regular or residual interests in the REMIC, (ii) is purchased by the REMIC within the 3-month period beginning on the startup day if, except as provided in regulations, such purchase is pursuant to a fixed-price contract in effect on the startup day. Thus to qualify for the REMIC tax benefits, the mortgages upon which the securities are based must be acquired by the Trust within three months of its start up date. While section 26 U.S.C.A. § 860D(a)(4) permits a REMIC to contain some portion of non qualified mortgages, it is unclear how many unqualified mortgages are permitted without losing tax status. It is clear, however, that the late acquisition violates the terms of the PSA. Under New York Trust Law, every sale, conveyance or other act of the trustee in contravention of the trust is void. EPTL §7-2.4. Therefore, the acceptance of the note and mortgage by the trustee after the date the trust closed, would be void..... The assignment of the note and mortgage from Option One rather than from the Depositor ABFC violates section 2.01 of the PSA which requires that the Depositor deliver to and deposit the original note, mortgage and assignments to the Trustee. The assignment of the Defendant's note and mortgage, having not been assigned from the Depositor to the Trust, is therefore void as in being in contravention of the PSA. The evidence submitted by Defendant that the note was acquired after the closing date and that assignment was not made by the Depositor, is sufficient to raise questions [*10] of fact as to whether the Plaintiff owns the note and mortgage, and precludes granting Plaintiff summary judgment. WHEREFORE, Plaintiff's motion for summary judgment is denied. This shall constitute the decision and Order of this Court. APRIL 23, 2013. [*This case directly goes to evidence of the accusations within this Audit and Affidavit. The CWALT 2007-HY9 Trust did not take assignment of the purported mortgage as required by the PSA.]

65. **Kemp vs. Countrywide. BK # 08-18700 and Adversary #08-02448.** If the assignment to the Trust did not get done in the time required or get transferred to the Trust the transaction is void. Truly damning evidence was presented in testimony from Linda DeMartini. Linda DeMartini worked for 10 years for Countrywide Home Loans Servicing, LP (“CHLS”) and BAC after it took over all CHLS’s servicing and other business. She worked as: Customer Service Representative; Supervisor; Trainer; Training Developer; Manager of Policies and Procedures Writers; Communications leader; Senior Team Leader; and at the time of the testimony she was the number 3 Officer in Charge of the Litigation Unit. Linda De Martini as Vice President of Countrywide and Bank of America testifies under oath in deposition that the notes never made it to the trusts. The court’s opinion stated that the “servicer” Countrywide Home Loans Servicing, had no right to enforce the note, Countrywide as the agent for Bank of New York could not enforce the note. **Bank of New York would have to enforce its own note NOT the servicer as agent for BONY.** The banks are not hiring the attorneys attempting to enforce these notes to foreclosure; the servicers are contracting with them. **This is not legal under California law. Walker vs. MERS.** [I have the communications from the Ombudsman at SPS clearly stating that SPS hired the foreclosing *attorneys (in a non judicial foreclosure?), Quality Loan Servicing Corporation.]
66. **Walker vs. MERS Eastern District BK Court of California. Case # 10-21656-E-11. The only one able to foreclose or transfer authority is the beneficiary and not an agent of said beneficiary.** The Beneficiary must be the moving party, **stand alone.** And, since the moving party cannot prove they are the beneficiary due to an assignment not properly done, they were denied. Walker wins. This case is reflective of the property in this affidavit, 40701 Ortega Hwy. San Juan Capistrano, CA. 92675; the Bank of New York (Mellon) did not take perfected assignment. **And MERS vs. Robinson is clear that MERS cannot be a beneficiary.**
67. **Mers vs. Robinson. Case:** Mortgage Electronic Registration Systems, Inc. V Robinson et al CV 12-7142 PSG (ASx); January 28, 2014. Los Angeles – United States District Court Judge Philip S. Guterrez [the same judge who wrote the opinion in **Cervantes v. Countrywide Home Loans**] granted the Defendant’s motion to dismiss...using Rule 12(b) (6) FRCP. The Robinsons were granted quiet title based on this case and their Deed of Trust expunged. MERS has no standing as a beneficiary. Thus, in its Order, the Court eviscerated MERS’s status as beneficiary in the deed of trust. Billie Rene’ Powers contract has MERS as beneficiary and for the reasons given in the Mers vs. Robinson case has no standing and is a nullity, void.
68. **Mortgage Electronic Registration Systems, Inc. (MERS) BUSINESS STATUS REVOKED BY VIOLATIONS OF THE FRANCHISE TAX BOARD IN 2004.** The MERS Milestone Report issued by Bank of America on May 3rd, 2013 for this MIN number shows a transfer of service from BofA to a Non MERS member on October 28, 2011, but there is no record of this transfer of service or to what entity it was to have transferred to at that time, there is no explanation. The MERS site reflects a loan by Aurora Loan Servicing LLC for this property address opened on March 8, 2001, although inactive the loan is showing open and connects to the use of the property identity with a MIN # 1000254-0000258817-7. The Property address does not pull up the June 2007 transaction purportedly associated. The investigation into this information is open with an agent Brenda at Aurora. The Secretary of State (SOS) of California records reflect that Mortgage Electronic Registration Systems, Inc. is suspended in 2004 for Federal Tax Violations and that the Agent for Process of Service RESIGNED on March 25, 2009, with another identity of MERS having an agent for process in 2010. At least three MERS names have been filed and used and the one on this property documents is invalid. Any rulings favoring MERS has not been plead to include the fact that MERS names are not all the same, they are separate and individual and not related to the MERS on the documents in question. The MERS on the documents in this file was not legal and was suspended, the MERS that took it’s place was a separate company and therefore could not be relevant to any assignments or beneficial interest. There is no legal standing for MERS to do any assignments to any entity or substitutions that appear after this date in California, as well as the other conditions that make all MERS document notations a nullity. MERS has other flaws in California.

Why MERS doesn’t have ownership of the Note:

1. There is no assignment or endorsement of the Note from the original lender to MERS.
2. The Deed of Trust is not a substitute for an Assignment or legal transfer of the Note from the Original lender to MERS. “It is

well established law in the Ninth Circuit that the assignment of a trust deed does not assign the underlying promissory note and right to be paid, and that the security interest is incident of the debt.” Rickie Walker case.

3. MERS is a mortgage exchange not unlike a stock exchange. It allows banks to buy and sell home mortgages much like stock. Stock exchanges don’t own the stock on their exchange, only the investors do.

4. A Nominee in California cannot own the Note, “The word “nominee” in its commonly accepted meaning, connotes the delegation of authority to the nominee in a representative or nominal capacity only, and does not connote the transfer or assignment to the nominee of any property in or ownership of the rights of the person nominating him.” Cisco v. Van Lew, 60 Cal.App.2d 575, 583-584, 141 P.2d 433, 438.

5. In California, a Note payable to the original lender is not a bearer instrument, the original lender must indorse or assign the Note to MERS. See Cal Com. Code §§3109,3201,3203,3204. and Rickie Walker case Order, and P&A pg6.

6. MERS requires that the owner of the Note never claim MERS as a “Note-Owner” MERS Membership Rule 8 Foreclosure, Section 2(a)(i), page 25, 26.

7. MERS consistently argues in court that it does not own the promissory notes, MERS v. NEBRASKA DEPARTMENT OF BANKING AND FINANCE No. S-04-786.

8. Finally, Moeller v. Lien and CCC § 2924 DOES NOT “EXPRESSLY” EXCLUDE OR SUPERCEDE CA Commercial Code § 3301, OR ANY OTHER CA LAWS! In the case of California Golf, L.L.C. v. Cooper, 163 Cal. App. 4th 1053, 78 Cal. Rptr. 3d 153, 2008 Cal. App. LEXIS 850 (Cal. App. 2d Dist. 2008), the Appellate Court held that the remedies of 2924h were not exclusive. 9. U.S. Supreme Court decision, Carpenter v. Longan (Carpenter v. Longan, 83 U.S. 271, 21 L.Ed. 313 [1873]): “The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity. Case law in virtually every state follows Carpenter.” Deed of Trust is also void, without a recorded assignment of the Deed of Trust for each transfer of the Note:

1. MERS Involvement in the loan effectively stripped the deed of trust lien from the land and a foreclosure is not legally possible, Bellistri v. Ocwen Loan Servicing, LLC, 284 S.W.3d 619 (Mo.App. E.D.,2009).

2. Any assignment of the Deed of Trust & Note from MERS to a successor is void and fraudulent. RICKIE WALKER CASE. Therefore, MERS definition of “Holding the Note” is not the legal equivalent of “Owning the Note”; California Civil Code section 2924 for foreclosure only applies if MERS owned the note. The Second Fatal Flaw – MERS tracking system is not a legal chain of title and the debt may be uncollectible. When a Note is sold, it has to be indorsed the same way you basically sign a check for deposit or cashing. Under California Law the Note is not a bearer instrument, but an instrument payable only to a specifically identified person, per California Commercial Code §3109; any transfer of the Note requires a legal Negotiation, Endorsement and a physical delivery of the note to the transferee to perfect the transfer, per California Commercial Codes §§3201, 3203, 3204. See the Rickie Walker Order. “MERS Basics “Registration vs. Recording. (PPT Slide)

o MERS is not a system of legal record nor a replacement for the public land records.

o Mortgages must be recorded in the county land records.

o MERS is a tracking system. No interests are transferred on the MERS® System, only tracked.”,

MERS Southeast Legal Seminar – MERS Basics slide 7, see

<http://www.mersinc.org/files/filedownload.aspx?id=63&table=DownloadFile> “A mortgage note holder can sell a mortgage note to another in what has become a gigantic secondary market. . . . For these servicing companies to perform their duties satisfactorily, the note and mortgage were bifurcated.” MERSCORP President and CEO, R.K. Arnold, Yes, There is Life on MERS, Prob.& Prop., Aug. 1997, at p.16. Clear Title May Not Derive From A Fraud (including a bona fide purchaser for value). The case of a fraudulent transaction California law is settled. The Court in Trout v. Taylor, (1934), 220 Cal. 652 at 656 made as much plain:

“Numerous authorities have established the rule that an instrument wholly void, such as an undelivered deed, a forged instrument, or a deed in blank, cannot be made the foundation of a good title, even under the equitable doctrine of bona fide purchase.

Consequently, the fact that defendant Archer acted in good faith in dealing with persons who apparently held legal title, is not in itself sufficient basis for relief.” (Emphasis added, internal citations omitted). This sentiment was clearly echoed in 6 Angels, Inc. v. Stuart-Wright Mortgage, Inc. (2001) 85 Cal.App.4th 1279 at 1286 where the Court stated: “It is the general rule that **courts**

have power to vacate a foreclosure sale where there has been fraud in the procurement of the foreclosure decree or where the sale has been improperly, unfairly or unlawfully conducted, or is tainted by fraud, or where there has been such a

mistake that to allow it to stand would be inequitable to purchaser and parties.” (Emphasis added). In Alliance Mortgage Co. v. Rothwell (1995) 10 Cal. 4th 1226, 1231 [44 Cal. Rptr. 2d 352, 900 P.2d 601], the California Supreme Court concluded that: “ ‘the

antideficiency laws were not intended to immunize wrongdoers from the consequences of their fraudulent acts’ ” and that, if the court applies a proper measure of damages, “ ‘fraud suits do not frustrate the antideficiency policies because there **should be no**

double recovery for the beneficiary. ” (Id. at p. 1238.) Great Article source: <http://www.exclusiveforeclosures.net/real-estate-foreclosures/doan-on-%E2%80%9Cproduce-the-note%E2%80%9D/> Therefore, any attempt to collect by other than the original

lender may be impossible without a legal chain of title, because MERS tracking system is not a legal chain of title. MERS is a Non-Authorized Agent and cannot legally assign the Promissory Note, making any foreclosure by other than the original lender wrongful, for the following reasons.1) Under established and binding Ca law, a Nominee can’t assign the Note. Born V. Koop

1962 200 C. A. 2d 519[200 CalApp2d Page 527, 528 2) On most Notes, the term Nominee is not included and MERS never takes ownership, making it unenforceable and unassignable by MERS. Ott v. Home Savings & Loan Association, 265 F. 2d 643

[647,6483) Ca Civil Code §2924, et seq. is exhaustive and a Nominee is never included as an acceptable form of “authorized agent” in a judicial or non-judicial foreclosure. Finally, GOMES V. COUNTRYWIDE HOME LOANS, INC., 192 Cal.App.4th

1149, IS FLAWED! a) The Gomes case simply failed to address and apply the established and binding definition of a nominee. b)

The first thing the Deed of Trust does is (i) take away MERS right to payments and (ii) take away the right to enforce the Note. c) REGARDLESS WHAT A BORROWER AGREES TO, a borrower cannot legally grant MERS the right to assign the note or any

of the rights of the note owner. MERS cannot legally assign a Promissory Note because, MERS is a Non-Authorized Agent under Established and Binding California Real Property Law and the borrower can't provide that power to MERS. First, a Nominee is someone who is nominated potentially for a future position. Much like being nominated for President, yet a Presidential Nominee doesn't receive any powers until the person actually becomes President. Second, in the Deed of Trust MERS is identified "Solely as a Nominee" and as the Beneficiary. **Which is logically and legally impossible, because a party can only be either the nominated Beneficiary or the Beneficiary. You can't "not be" and "be" the beneficiary at the same time.** Third, Ca Civil Code §2924, et seq. is exhaustive and a Nominee is never included as an acceptable form of "authorized agent" in a judicial or non-judicial foreclosure. Fourth, MERS acts "Solely as a Nominee" for lenders, and under Established California Law a "Nominee" is a "Non-Authorized" form of agent, which fails to comply with California Civil Code §§ 2924 through 2924k, as a nominee inherently lacks the right to enforce or assign, the Note or real property ownership rights, per the following case. "In Cisco v. Van Lew, 60 Cal.App.2d 575, 583-584, 141 P.2d 433, 438., Cisco could not enforce the land sale contract because he was not a party to it, the court, at pages 583-584, said: "The word 'nominee' in its commonly accepted meaning connotes the delegation of authority to the nominee in a representative or nominal capacity only, and does not connote the transfer or assignment to the nominee of any property in or ownership of the rights of the person nominating him." Born V. Koop 1962 200 C. A. 2d 519[200 CalApp2d Page 527, 528]. Fifth, in addition to MERS' inherit lack of authority, MERS is not a party to the Note and the Note fails to use the words, for example " Lehman Brothers Bank, FSB or Lehman Brothers Bank, FSB Nominee". "The purpose of the document in question here was to offer an obligation to Harold L. Shaw alone and not to his nominee or any other person whomsoever." Ott v. Home Savings & Loan Association, 265 F. 2d 643 [647,648], see file below. Finally, GOMES V. COUNTRYWIDE HOME LOANS, INC., 192 Cal.App.4th 1149, IS FLAWED! a) The Gomes case simply failed to address and apply the established and binding definition of a nominee. b) The first thing the Deed of Trust does is (i) take away MERS right to payments and (ii) take away the right to enforce the Note. c) REGARDLESS WHAT A BORROWER AGREES TO, a "Borrower" cannot legally grant MERS the right to assign the note or any of the rights of the note owner. "It is no defense to deceit that false statement was made pursuant to some statutory scheme such as statutory procedures for trustee's sale (§ 2924 et seq.)." Block v. Tobin (App. 1 Dist. 1975) 119 Cal.Rptr. 288, 45 Cal.App.3d 214. "It is true, as Defendants repeatedly assert, that California Civil Code § 2924, et seq. authorizes non-judicial foreclosure in this state. It is not the case, however, that the availability of a non-judicial foreclosure process somehow exempts lenders, trustees, beneficiaries, servicers, and the numerous other (sometimes ephemeral) entities involved in dealing with Plaintiffs from following the law." Sacchi vs. Mortgage Electronic Registration Systems, Inc. US Central District Court of California CV 11-1658 AHM (CWx), June 24, 2011

Therefore, without an endorsement on the Note and an assignment directly from the original lender, assignments by MERS; the substitution of the Trustee; and trustee sale are unlawful and void.

69. **BANK OF AMERICA WHISTLE BLOWERS UNVEIL INFORMATION** of bonuses and of Gift Cards given to deny modifications and to put properties into foreclosure. They also tell of **lying to homeowners** and disregard for calls of assistance and being timed at 7 minutes per call, with consequences for taking too long with homeowners. These whistle blowers also claim that bonuses were given for foreclosures completed.
70. **THE UNITED STATES et al and Lyn Syzmoniak vs. The Banks including Bank of America, Countrywide, Bank of New York (Mellon). The lawsuit that has settled at 95 million dollars with the main information being the violations of MERS.** The Expert witness and Relator is Lyn Syzmoniak. The Relator is an attorney specializing in white collar fraud in Palm Beach County, Florida. Relator resides and works in Palm Beach Gardens, Florida. Relator has direct and personal knowledge of the fraudulent scheme described herein. . Relator conducted her own investigations in furtherance of a **False Claims Act qui tam action and found that the Defendants pursued and continue to pursue foreclosure actions using false and fabricated documents, particularly mortgage assignments.** The suit sited, amongst other things that the Defendants **used robo-signers** who signed thousands of documents each week with no review or any knowledge of their contents and **created forged mortgage assignments using fraudulent titles in order to proceed with foreclosures.** The Defendants used these fraudulent mortgage assignments to conceal that over 1400 MBS trusts, each with mortgages valued at over \$1 billion, are missing critical documents, namely, the mortgage assignments that were required to have been delivered to the trusts at the inception of the trust. **Without lawfully executed mortgage assignments, the value of the mortgages and notes held by the trusts is impaired because effective assignments are necessary for the trust to foreclose on its assets in the event of mortgage defaults and because the trusts do not hold good title to the loans and mortgages that investors have been told secure the notes.** When the trustee banks discovered that the mortgage assignments were missing, the trustee banks, together with an associated servicing company, default management company and/or mortgage loan documentation company, devised and operated a scheme to replace the missing assignments with **fraudulent, fabricated assignments.** The purpose of this scheme was to meet the evidentiary requirements imposed by courts in the foreclosure cases, and **to conceal from trust certificate holders the true**, impair value of the assets of each of the trusts, crippled by the missing assignments and related documents. The fraud carried out by the Defendants in this case includes, inter alia: Mortgage assignments with forged signatures of the individuals signing on behalf of the grantors, and forged signatures of the witnesses and the notaries; Mortgage assignments with signatures of individuals signing as corporate officers for banks and mortgage companies that never employed them; Mortgage assignments prepared and signed by individuals as corporate officers of mortgage companies that had been dissolved by bankruptcy years prior to the assignment; **Mortgage assignments prepared with purported effective dates unrelated to the date of any actual or attempted transfer (and in the case of trusts, years after the closing date of the trusts);** Mortgage assignments prepared on behalf of grantors who had never themselves acquired ownership of the mortgages and notes by a valid transfer, including numerous such assignments where the grantor was identified as **"Bogus Assignee for Intervening Assignments;"** and Mortgage assignments

notarized by **notaries who never witnessed the signatures that they notarized.** The MBS Trusts and their trustees, depositors and servicing companies further misrepresented to the public the assets of the Trusts and issued false statements in their prospectuses and certifications of compliance.

71. **USPS mail** has also been delivered opened prior to delivery and resealed. The Lake Elsinore Post Office apologized for the “error”. One of these documents was a copy of the NOD and one was a document from the Orange County Tax Assessors office with black marker also covering a pinkish red bar code on the back side of the envelope, both resealed. Mail that was returned to The Business Commission also had been opened in transit, was returned to them due to incorrect address and resent back to me by the Agency. In my opinion these are not random acts.
72. **REAL ESTATE SALE SITES:** Notices have been sent to the internet sites with information associated with this property. The information is reflective of this Audit and the parties herein feloniously manipulating the values and sites for their illegal foreclosure scheme. The Tax Assessors false values are also noted and the corrected values reflective of the actual surrounding sales. These sites are on notice to watch for manipulation by parties other than the owner. Any use of these sites for illegal foreclosure activities will be criminally noted with the authorities.
73. **RECONVEYANCE OF NOTE AND TITLE recorded June 20, 2013 # 2013000372246.** Unknown until February 21, 2014 as constructive notice was not sent to the property or owner. In June 2013 Val Chris Investments, as servicer for the second trust deed, Thomas F. Peppers Trust, who fraudulently foreclosed 2 times on this property, recorded the full reconveyance and satisfaction of lien. The company did not send a notice of such to the property, actually requesting the notice is returned to the office of Val Chris Investments upon recordation. **The document # 2013-000372246 was signed on June 14, 2013 and recorded June 20, 2013.** I personally took the judgment and stipulation into the county recorder’s office in October 2013 as there was no knowledge of this document existing and the county did not have it on the system at that time. I asked the clerk to assist and this document was not found at that time. I question if there is any further party affiliation to the foreclosure and all entities who have fraudulently recorded documents against this property. There are too many copies and forgeries.
74. **THE CALIFORNIA ATTORNEY GENERAL PRESENTATION:** Cj Holmes of Homeowners for Justice in California is a veteran real estate broker. In the **March of 2013** she compiled 18 cases of **Foreclosure Mill Fraud that the Attorney General’s** office is in receipt of. The cases are detailed and Cj’s expert research created spreadsheets and isolated violations of fraud and misconduct. This file was included in the package of fraudulent documents found. CJ Holmes concluded that the documents were a nullity and void due to the forgeries and fraud. The presentation is readily available on YouTube and is very detailed. Since Holmes sent these documents I have noted further fraud as noted herein. Research is ongoing. Lyn Syzmoniaks’ testimony in the lawsuit provided herein backs up CJ’s findings.
75. **IDENTITY THEFT:** My research partner Carol Keihn Isaac and I have done extensive identity research on the person known as Billie Rene’ Powers. The legal name on the birth certificate is Billie Rene’ Frances Lillian Powers. Through data sites and portals used by other entities, we have found what we believe is this identity bastardized and used secretly behind the scenes. **We have found what we believe is the use of numerous entities created around this name. The IRS has accepted and opened an IDENTITY THEFT INVESTIGATION and verified this in writing in February 2014.** The names known for Billie Rene’ Frances Lillian Powers are; Rene Billie Rene, Renae Powers, Billie Rene Powerslyons, Renee Powers, Frances Powers, among others. The true use of this name is aka: Billie Rene’ Powers and Rene’ Powers. Previous marriages have included Mast and Lyons. But, the only identities being used by the woman, is Billie Rene’ Powers and Rene’ Powers respectively. We have tracked fake neighborhoods through this research, the creation of fake addresses and what amounts to laundering money through fake mortgages and identities. We have tracked fake identities to voter fraud linked to identities and found created through Save a Grave and sites such as FamilySearch.org. The ability for Mortgage and Real Estate Professionals to use technology that can create these fake homes and neighborhoods leaves the fraud and felonious acts without an end unless the authorities take action. There are ongoing investigations into these felonious acts. The DA of Riverside County has been notified through contact with the Riverside Sheriffs in Lake Elsinore who referred me to them for further assistance and the Orange County FBI has also been made aware of these facts. The Orange county Sheriffs will be notified once the Riverside DA takes action due to the problems with the Orange County Tax Assessors inclusion in misconduct. The interesting fact is that the fraud around the property at 40701 Ortega Hwy. San Juan Capistrano, Ca. 92675 has led to the uncovering of a systemic theft of peoples identities, land and homes. This rabbit hole is very deep.
76. **DAMAGES:** A check from the National Mortgage Settlement for \$300.00 dollars was issued by RESS Consulting to this alleged mortgage, evidencing damages proven in the settlement and by the Attorney Generals. An additional check from RESS Consulting was also sent in October 2013 for \$2.50 described as a bounced check reimbursement. **In Mcculley vs. US BANK in February 2014,** the jury awarded a total of **6 million dollars** and found **US Bank guilty of Fraud and Constructive Fraud** on a \$300,000.00 fraudulent loan that is just under 1/3 of this purchase price at \$1,700,000.00. As such I can equate the **damages in this file should be approximately \$18,000,000.00** using the math of that case, this case may constitute more. Furthermore; **If not for the unfair and deceptive actions of the entities, SPS and Quality Loan Servicing Corp. (with emphasis), and all entities that associate with this file, within this audit the owner would not have suffered an injury. The distraction and loss of time to pursue business and personal activities due to the necessity of addressing the wrongful conduct through these and other actions and the necessity for investigating and consulting with professionals to address wrongful foreclosure and collection**

practices and violation of RCW 61.24 et. seq. Additionally time off and travel to consult with Attorneys and Council incurring further expense, printing documents and the thousands of hours of personal research takes valuable time away from family that can never be given back. Friends distance themselves due to the inability to walk away from the discussion of the crimes being committed. The irreparable damages done by these deceptive and scrupulous companies and individuals who work for them are financially immeasurable. Health suffers and symptoms related to PTSD are noticeable. The fatigue, loss of sleep, nervousness with answering the door, opening mail and answering the phone due to concern it may be a mortgage predator on the other side or a sheriff serving more felonious documents create damages to quality of life. Trespassers looking to preview a foreclosing property create another danger and add further damage by upsetting the family, their animals and creating breaches of security. There are many witnesses to the fact the time taken to pursue uncovering these felonious activities has directly impacted the owner. If not for Select Portfolio Servicing and Quality Loan Servicing Corp. (with emphasis) and the entities they claim association with, the injuries would not be occurring. The deceptive documents presented and recorded into the land records by SPS, Quality and affiliates establishes injuries under many codes including CPA 69, U.S.C. 1692f(6), 1692f, 1692f (6) (A), 1692f (6) (A) (iii), U.S.C 16921 and others included within this audit. Due to the fraudulent activities that affect title there are also damages for lack of ability to perform licensed duties. As a real estate agent and loan officer it creates an inability to sell or finance any property with noted clouded title, due to Short Sales and REO sales. It is not possible to know who is really selling a home any longer under these 3rd party debt collectors acting as mortgage servicers and trustees. Damages also affect applying and being accepted for credit as the credit ratings have been destroyed. This audit also concludes that damages should include **Quiet Title** as the inclusion of all findings is sufficient to put weight on the findings and satisfy any question as to legitimacy. Quiet title and financial damages are warranted.

77. **CONCLUSION:** Over the term of **October 2012 to the date** of this affidavit these facts have been sent to the **OCC, FTC, FBI, SEC, CFPB, California Insurance Commission, State Bar's, Notary bond companies, the governors of the Federal Reserve board, the Orange County Recorder ,the Riverside Sheriffs** (who have referred this to the **Riverside County DA's office**) and other agencies. At the urging of the **LA Deputy Attorney General David Peyman** this document has been created to provide clear knowledge of information for the authorities and to give notice to the record of documents that the validity of all recorded documents against this property and homeowner are in question and disputed. I know that currently the **California Attorney General's office** is in receipt of the information and investigations are ongoing for **insurance and title fraud** as well as **fraudulent documents** recorded into multiple counties in California. The **US MARSHALLS** referred this to the FBI as they claim this is a Federal Case. I attest that all entities, including but not limited to, Bank of New York Mellon (formerly The Bank of New York) it's subsidiaries and affiliates, Bank of America its subsidiaries and affiliates, Countrywide Bank FSB its subsidiaries and affiliates past and present, Select Portfolio Servicing its subsidiaries and affiliates, Quality Loan Service Corporation its subsidiaries and affiliates, RECONTRUST COMPANY, NA. its subsidiaries and affiliates, RECONTRUST COMPANY its subsidiaries and affiliates, Credit Suisse its subsidiaries and affiliates, Deutsche Bank aka DBNT its subsidiaries and affiliates, First American Title Company its subsidiaries and affiliates, Equity Title its subsidiaries and affiliates, Commonwealth Title and Land Insurance and their subsidiaries and affiliates (FNF), West Coast Escrow its subsidiaries and affiliates, notaries, all employees and agents who have participated in document creation, mailing and emailing and entities unknown who have committed or assisted by association in identity theft, trespass on Billie Rene' Powers likeness and the property likeness and identity, having created and **recorded fraudulent documentation** into the County of Orange land records and Riverside County land records in order to steal the property and home and identity of Billie Rene' Powers. **No original documents have been produced** to the property owner as SPS agreed to do by way of pictures of the file. **Numerous Cease and Desist orders** and requests for title cleared, rescission of attempts to collect this fraudulent debt, demand for all monies paid toward the property returned and damages in treble for the fraud. I have shown hard proof and insurance notary claims of fraudulent criminal behavior with Merchants Bonding Company; others are currently open for more fraudulent and criminal notary actions. The last payment noted on this account and on the credit report are for **November 2008**, which is **past Statute of Limitations to collect** even if this were not a void transaction. There should be no question as to the facts being presented in this affidavit as the documents speak for themselves. This information may change as new information is uncovered going forward. More may come to light. **FRAUD = VOID**. This home should have title cleared and damages paid. Damages are evident and I feel have been proven in this Audit. The damaged credit rating, assignments as nullity and all other documents as nullity are just and legal reasons for causes of actions against the parties. If illegality or fraud were involved in the original transaction, it cannot be proved that the person is entitled to enforce the instrument. (See UCC 3-305. DEFENSES). **THE UNITED STATES et al and Lyn Syzmoniak vs. The Banks including Bank of America, Countrywide, Bank of New York (Mellon) offers the conclusion that this Audit reveals identical findings and due to the same entities is direct evidence and testimony to the truth in this Audit and findings.**

This is my sworn Affidavit of Truth as CUSTODIAN OF RECORDS and AUDITOR of the Documents noted within.

Billie Powers

Date:

Property: 40701 Ortega Hwy. San Juan Capistrano, California. 92675

