

# QUIET TITLE PRE-LITIGATION ANALYSIS



US PROPERTY SHOP LLC

CAPE CORAL, FL

## **QUESTIONS AND ANSWERS**

### **WHAT IS A PRE-LITIGATION ANALYSIS?**

This is a report that can be used by your attorney or yourself if acting Pro-Se. This report is the result of hours of research and analysis of your loan file, legal issues on file with the court in your area (when available) and any errors found that affect your case.

### **WHAT ARE SOME COMMON ISSUES WE SHOULD BE AWARE OF?**

In a lot of cases, the pretender lender or the servicing company will hire local attorneys to file lawsuits against you . If, you have been served or not, the courts will most likely allow actions by these attorneys because (1) You aren't aware (2) You don't have an attorney representing you (3) You failed to answer the lawsuit or (4) You just gave up and never went to court.

### **WHAT WILL THIS REPORT DO FOR ME/US?**

This report will search out the court records and will let you know how you stand. With this important information you can just about determine whether or not you are going to lose your home or whether you have time to work with an attorney. This report will also give you an opportunity to mount a defense, once fraud is discovered in your case.

### **HOW OFTEN IS FRAUD DISCOVERED IN FORECLOSURE CASES?**

Fraud has been found in almost all foreclosure cases. Remember, the lender/bank that you first applied to for the loan is NOT the lender that gave you the money. The first lender was acting as a broker and got paid simply for taking your application. They do NOT have an interest in your case and IF, they attempt to foreclose they are putting themselves in a position of having to defend a potential fraudulent action.

### **WHO OWNS MY MORTGAGE?**

This report will determine who the real players are. Most folks are confused between who the loan servicing company is and the true owner of the deal. The majority of loans/mortgages/deed of trusts are sold into an CDO (collateralized debt obligation) trust. This trust was registered with the US Securities & Exchange Commission before you even applied for your loan. The loan was then sold into this trust as investors purchased stock or investment certificates in this trust. Your loan was the security.

### **WHY DIDN'T THEY TELL ME WHERE MY MONEY WAS COMING FROM?**

This was all part of an elaborate scheme to let you think that you borrowed the money from the first company/lender that you sat down with. In this scheme the deal is passed through many different hands. Each time the deal is sold or assigned to the next party, your county should have gotten documentary stamps. But, because the scheming

banksters invented an electronic registration company, called MERS (Mortgage Electronic Registration Company) this company stored your paperwork electronically and in that operation the county tax and documentary fees were bypassed. Millions of dollars were thus avoided. Your deal was bifurcated (legal term for separated) at the inception of the loan. This was the first piece of fraud. The plot thickens.

### **IF MERS WAS ASSIGNED THE MORTGAGE DID THEY GET ME MONEY?**

No, at the closing table, MERS became a “nominee lender”. They could NOT possibly have gotten you any money because their charter states that they have NO financial interest in the note. ONLY the mortgage/deed of trust. This opens up another “can of worms”. When, MERS assigns a mortgage the language in the assignment usually makes the statement “for a consideration”. That statement means that MERS is getting some type of a monetary consideration for the value of the mortgage. This is another piece of evidence that what they did was fraudulent. You cannot get money for something that you don’t own or have a financial beneficial interest in. Getting very interesting now.

### **WHEN WE WERE FIRST LATE THE BANK SAID “WE CANNOT HELP YOU UNTIL YOU ARE (90) DAYS LATE”. WHY?**

Remember, your deal was sold into a trust that was registered with the SEC. Now, the Trustee did some very creative things, which I will explain later. But the single most important item was he purchased an insurance policy with AIG and others, that would pay off the full face amount of your note, in the event you became (90) days late. Yes, on day (91) AIG paid of the full face amount of the note to the Trustee.

### **WHY DID THE TRUSTEE PURCHASE INSURANCE AND WHY DID THE BANKS DELAY MY DEAL FOR THAT PERIOD OF TIME?**

About this time the real estate market was flooded with homes. Values dropped like a “hot potato”. The trust agreement (PAS) Pooling and Services Agreement spelled out that the banks had to purchase non-performing mortgages/deed of trust and replace them with performing deals. This worked for a little while, but the banks wanted no part of the non-performing loan. After all, they did NOT put up any money so why should they have to write a check for something that they brokered. Most of these loans were non-recourse notes. So, by delaying the paperwork and giving you the run around for a couple of months, they bank knew that the credit default swap (insurance) would kick in and the trustee got the money to keep paying the trust investors.

### **HOW DO YOU FIND THE ACTUAL FRAUD?**

We have to look at ALL of your documents. We need to review the loan application to determine if it was a “stated loan” (liars loan) or an ARM (Adjustable Rate Mortgage) just for starters. We then look for fraudulent assignments of the note. Just like a check. If, I write you a check made out in your name, what do you have to do to it in order to cash it or give it to another person? You got it right. YOU MUST ENDORSE IT. In many

cases the notes produced at your closing were never endorsed. If, you remember, you signed two important documents. (1) The mortgage/deed of trust. (2) The promissory note. Your mortgage or deed of trust were notarized and recorded with the county tax office. **BUT**, your note was not notarized nor recorded. Doesn't it seem strange now to sign a document for a couple of hundred thousand dollars in blank? Where is it and who owns it? The answer is the person that put up the money **SHOULD** be the owner and have possession of it.

### **ARE THERE OTHER ERRORS THAT I AM NOT AWARE OF?**

Yes, during this period of time, many companies focused that created fraudulent documents and crooked lawyers, or un-informed lawyers used that paperwork in court to foreclose on you. Even though the loan was already paid off, but you didn't know it. In most cases the Judge's were un-aware of the fraud and simply told millions of poor un-aware homeowners that their house was to be sold and they had, thirty (30) days to get out.

### **HOW CAN A JUDGE GIVE MY HOUSE TO A BANK THAT HAS NO FINANCIAL INTEREST AND HAS ALREADY BEEN PAID?**

That has happened all over the country but it is now reversing itself. More and more attorneys are forcing and educating the court's about securitization and monetizing of notes. More and more case law is showing up in which the Judge's have reversed lower court rulings on foreclosure because the plaintiff (bank) did **NOT** prove it owned the note or mortgage.

### **SAMPLE FRAUD**

In the following illustration we see an example of the signature of Linda Green. She is a robo-signor and there is ample evidence that she was an officer of more than forty companies on **ONE DAY**.

If you read the assignment, you will see it says "for valuable consideration". This implies that the party making the assignment owned or had a beneficiary interest in the mortgage. When a **MERS** assignment is executed and this language is always written in, it means that **MERS** has a beneficial interest and is getting paid (consideration for that interest) when in fact, **MERS** is **ONLY** a nominee lender and by law cannot hold a beneficiary interest in any deal.

INSTRUMENT#: 2009274046, BK: 19421 PG: 889 PGS: 889 - 890 08/20/2009 at  
09:59:24 AM, DEPUTY CLERK: LPERTUIS Pat Frank, Clerk of the Circuit Court  
Hillsborough County

Document Prepared By:  
Ron Meharg, 888-362-9638  
When Recorded Return To:  
DOCX  
1111 Aderman Dr.  
Suite 350  
Alpharetta, GA 30005

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CRel#: 06/27/2009-Pre#: A033-POF  
Date: 06/15/2009-Print Batch ID: 6633  
PIN/Tax ID #: A242818EE00003000150  
Property Address:  
810 E LOTUS AVENUE  
TAMPA, FL 33612  
FLA08-ek2.0 01/07/2009 Copyright (c) 2009 by DOCX LLC

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ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Amtrust Funsing Services, Inc., by American Home Mortgage Servicing, Inc as Attorney-in-fact, whose address is 215 Lithia Pinecrest Road, Brandon, FL 33511, does by these presents hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2007-1 Asset-Backed Certificates, Series 2007-1, whose address is 9062 Old Annapolis Road, Columbia, MD 21045-1951, the following described mortgage, securing the payment of a certain promissory note(s) for the sum listed below, together with all rights therein and thereto, all liens created or secured thereby, all obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage.

Original Borrower(s): MICHELLE ANN DARBY, A SINGLE WOMAN AS HER SOLE AND SEPARATE PROPERTY

Original Mortgage: AMTRUST FUNDING SERVICES, INC.

Date of Mortgage: 10/25/2006 Loan Amount: \$132,000.00

Recording Date: 10/26/2006 Book: 17107 Page: 0712-0733 Document #: 2006514757

Misc. Comments: ASSIGNMENT EFFECTIVE DATE 6/12/2009

LEGAL DESCRIPTION: LOT 15, BLOCK 3 NORTH SIDE HOMES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, AT PAGE 15, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

and recorded in the official records of the County of Hillsborough, State of Florida affecting Real Property and more particularly described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 07/30/2009.

Amtrust Funsing Services, Inc., by American Home Mortgage Servicing, Inc as Attorney-in-fact.

Witness: Dawn Williams

Linda Green  
Vice President

Witness: Christina Huang

Tywana Thomas  
Asst. Vice President

LINDA GREEN  
JOB TITLES

## **OTHER EXAMPLES OF FRAUD**

In this example, you can see the difference in the signature of Linda Green. Her testimony provided in court, under oath that she signed thousands of documents as the Vice-President of many companies.

If you look very close at the assignment, you will read where the “effective date is:7/27/2009 and the recording date is 9/08/2006. Now on closer examination you will see that the actual date that the assignment was made and signed by Linda Green is 8/03/2009

The question is “how can an assignment, that is notarized and executed in 2009, have a retro-active effective date. That is fraud. This entire assignment is reeking with fraud.

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INSTR # 200921596, Book 1634, Page 958 Doc Type ASG, Pages 2, Recorded  
08/11/2009 at 02:30 PM, John A Crawford, Nassau County Clerk of Circuit Court,  
Rec. Fee \$18.50

Document Prepared By:  
Ron Meharg, 888-362-9638  
When Recorded Return To:  
DOCX  
1111 Aderman Dr.  
Suite 350  
Alpharetta, GA 30005

AHMA	647	61397660
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CRef#:08/09/2009-PRef#:A033-POF  
Date:07/28/2009-Print Batch ID:6672  
MIN #: 100176106070602231  
MERS Telephone #: 888/679-6377  
Property Address:  
2720 SAND HILL ROAD  
YULEE, FL 32097  
FLaosi-eR2.0 01/07/2009 Copyright (c) 2009 by DOCX LLC

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#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, U.S. Bank, N.A., By American Home Mortgage Servicing Inc, as Attorney-in-Fact, whose address is 180 East Fifth Street, St. Paul, MN 55101, does by these presents hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto Citigroup Global Markets Realty, whose address is 390 Greenwich Street, New York, NY 10013, the following described mortgage, securing the payment of a certain promissory note(s) for the sum listed below, together with all rights therein and thereto, all liens created or secured thereby, all obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage.

Original Borrower(s): DONALD M. NOBLE, UNMARRIED

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ACCREDITED HOME LENDERS, INC., A CALIFORNIA CORPORATION

Date of Mortgage: 08/09/2006 Loan Amount: \$166,500.00

Recording Date: 09/08/2006 Book: 01443 Page: 0442-0462 Document #: 200634726

Misc. Comments: ASSIGNMENT EFFECTIVE DATE 7/27/2009

SEE ATTACHED LEGAL DESCRIPTION

and recorded in the official records of the County of Nassau, State of Florida affecting Real Property and more particularly described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 08/03/2009.

U.S. Bank, N.A., By American Home Mortgage Servicing Inc,  
as Attorney-in-Fact

Witness: Dawn Williams

Linda Green  
Vice President

Witness: Christina Huang

Tywana Thomas  
Asst. Vice President

State of GA  
County of Fulton

LINDA GREEN SIGNATURE  
VERSION 6

## AT THE END OF THE DAY

*We have numerous law firms under contract where we provide the pre-litigation report. Upon request we will provide the names of some firms that are on record telling us that we have saved them many hours of research and in turn saved the consumer money.*

Here are some of the steps that must be completed, if you feel compelled to do this yourself or have your attorney contact us.

1. Gather all loan documents
2. Acquire the source of funds wire transfer from the title company.
3. Analyze the HUD-1 and 1003 forms to determine type of loan
4. Analyze the loan documents to determine income reported vs actual income
5. Gather ALL legal paperwork that has been filed in the local court
6. Gather all paperwork sent to the consumer from ANY source about the loan
7. Analyze all legal paperwork very closely looking for potential fraud
8. Review all notary stamps and check with authorities to see if current
9. Review US Government files to identify the trust that has the loan
10. Subscribe to OSCAR (US Gov't) to validate trust documents

Once you have completed the above, then a decision **MUST** be made as to proceed with the securitization audit and the Bloomberg financial report. These two audits when accompanied with a sworn affidavit become admissible evidence in a Court of Law. This is the most critical part of your “quiet title” action because it proves beyond a shadow of a doubt that the loan was paid off and the foreclosing party has **NO STANDING**. We endorse and support **Certified Forensic Loan Auditors** as providers of this important evidence to support you and your attorney.

The above illustrations are to give you some idea of the very many avenues of fraud that exists in the majority of paperwork. The time that it takes a skilled research analyst averages approximately (10) hours per deal.

The US Property Shop has a billable hourly rate of \$150.00 per hour for research work. You can now see that by being an attendee at the workshop, you are afforded a substantial discount on this work.

The majority of attorneys that we provide this research for are very receptive because they do not have the time nor can they do this intricate research. They in turn cannot afford to have a para-legal attempt to perform this work as most paralegals do not have a mortgage and real estate background.

For information on your personal issues, you can email Dr. Klaus at [info@drsantaklaus.com](mailto:info@drsantaklaus.com)