

Federal Housing Finance Agency  
Office of Inspector General  
400 7th Street, SW  
Washington, DC 20024  
Phone: (202) 730-0880  
Fax: (202) 318-0239

September 28, 2015

In the Matter of:

Foreclosure & Criminally Fraudulent  
Documents Utilized Against:

Abdiel Echeverria & Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

**Alleged FHA Case No. 094-5376646-703**

**Alleged Loan Numbers: 6000002968; 22563127; 2417954**

To The Complaint Duty Investigator:

Please consider this a formal criminal complaint against Bank of America, N.A.; BAC Home Loans Servicing, LP.; Countrywide Home Loans; Carrington Mortgage Services, LLC; and Marinosci Law Group. As set forth below, the perpetrators mentioned herein have committed numerous criminal violation against us in reference to the origination, servicing and now illegal foreclosure of our home.

I would first like to apologize ahead of time for the voluminous complaint at hand but it involves criminal activity by all the parties involved and as a result, we are in foreclosure (we were served papers on September 18, 2015). Our family, which includes our two autistic children, were targeted for a fraudulent loan origination by Taylor, Bean & Whitaker, targeted and abused by Bank of America and now we are being illegally foreclosed on by puppet foreclosure mill/debt collector disguised as a legitimate servicer, Carrington Mortgage Services, LLC.

This fraudulent loan has had three (3) different loan numbers so far as seen above.

Our alleged mortgage was fraudulently originated with Taylor, Bean & Whitaker. Taylor, Bean & Whitaker was closed down in 2009 due to the criminal mortgage practices brought upon by Lee Farkas who is now serving 30 years in prison. Our mortgage was originated with criminal fraud for which we were not aware of until much later.

In February 2008 at closing, we gave almost \$25,000.00 down payment and spent another \$50,000.00+ in upgrades and repairs. The alleged loan was for approximately \$147,000.00. We

would never have invested our life savings in our home if we would have known we would be the victims of such a fraudulent scheme.

Later in 2009, we requested a loan modification from TBW but never received a packet because of the obvious corruption and investigations that were ongoing. Shortly after, TBW was closed and we were not aware of it and therefore submitted a payment to TBW in September 2009 after the closing because we were not notified of any transfer or closing.

When TB&W got raided and closed in 2009, my alleged loan was transferred to Bank of America (BAC Home Loans Servicing, LP). That is when the real torture started. Our September 2009 payment was sent to TB&W by our bi-weekly mortgage plan company Equity Plus because we were not notified of the transfer. Shortly after becoming aware of the transfer in October 2009, I requested a loan modification from Bank of America because we were still struggling financially (though we had not missed a payment). Bank of America received the October 2009 payment and even though they began lying about not receiving the September 2009 payment, I was later sent a check number and confirmation that the check was received from TB&W. At the time, we were getting our children diagnosed with what turned-out to be autism thereby increasing our expenses in addition to me (Isabel Santamaria) losing hours from work.

After finally qualifying “financially” for a loan modification (expense/income ratio), Bank of America told us to default to prove hardship because we were current on our mortgage. I only missed ONE payment to qualify for the loan mod (November 2009). We began to submit all loan modification documentation to who we had believed to be Bank of America but instead was a fraudulent company contracted by Bank of America to lose our paperwork, eliminate payments that were made, corrupt our mortgage account and other fraudulent practices. The company is Urban Lending Solutions aka Urban Settlement Services.

In addition to the lost paperwork, fraudulent postings and escrow embezzlements, Bank of America contracted Urban Lending Solutions and Carlisle & Gallagher Consulting Group, Inc. to deceive us into believing that we were in contact with Bank of America’s Office of the CEO and President. We became aware of these criminal parties and what they were contracted to do to us and other homeowners in December 2013 when Bloomberg conducted an investigative piece on our experience with Bank of America’s Office of the CEO and President. We were the main subjects for this investigative piece: <http://www.bloomberg.com/news/articles/2013-12-16/secret-inside-bofa-office-of-ceo-stymied-needy-homeowners>.

For months in 2010 and without our knowledge or consent, our regular payments were being applied as foreclosure fees. As a result, Bank of America would ask for ridiculous amounts of money that we did not owe and we did not know why at the time. We only missed one payment (November 2009) in order to prove hardship for the loan modification and instead we were being billed for four payments or more. Our money was being embezzled and we were victims of “dual-tracking” by Bank of America and their criminal contractors.

Yes, our "regular" payments were applied to "foreclosure fees" and other miscellaneous fees such as "vacancy fees" without our knowledge or consent (embezzlement). Here we are paying every month only to get scammed out of our hard-earned money. Our escrow money was also embezzled after the transfer from Taylor Bean & Whitaker. We even had to make withdrawals from our 401k to make a couple of payments in reliance that we would actually receive a loan modification.

Bank of America began threatening us with foreclosure constantly in the mail and on the phone and even made me (Isabel Santamaria) have a mini-stroke on the phone with a rep who was threatening me and harassing me to no end. This happened in front of my then 9 year old autistic daughter. My health is now ruined. I have not been able to hold employment as a result of these actions. I have numerous medical and psychological documents to substantiate these claims. We have been a two-income family for years and have had to accommodate ourselves with one income all while paying for numerous health and psychological expenses for which Bank of America and their criminal minions are liable.

Our credit is ruined beyond repair. We cannot finance anything or rent anything because other than our credit being ruined, we cannot afford it and have nowhere to place our pets. Bank of America wanted our house at all costs. They continuously lost our loan modification documents and we found ourselves submitting them over and over again for many months but it was all in vain. Then they denied our loan modification for unsubstantiated and contradictory reasons.

For months we had complained to the Governor, Attorney General Congressman, the OCC and the DOJ to no avail. Bank of America was allowed to do their own "internal" investigations and as a result, they would lie and contradict themselves in their responses to the investigations.

After no resolution and money stolen from our mortgage & escrow account by Bank of America, my husband and I then filed a lawsuit against Bank of America et al in December 2010. However, Bank of America decided to defraud us during litigation as well.

Months after litigation commenced, Bank of America requested and filed a fraudulent MERS AOM (Assignment of Mortgage) on our property in July 2011 which was almost two years after the transfer from Taylor Bean and while Taylor Bean was in bankruptcy. (See Exhibit A). The Assignment was to BAC Home Loans Servicing, LP and Countrywide which were both "dead" companies. There are also numerous "forgeries" in this assignment. The transfer is also illegal because MERS loses their rights once the lender goes into bankruptcy protection. Bank of America employees used MERS (as Assignor; with an address in Ocala, Florida that violates MERSCORP's own policies), to self-assign a mortgage to one of its subsidiaries, BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP.

I have attached the complaint that I filed against the notary in California which contains a detailed explanation of the criminal fraud on this particular AOM filed in July 2011 (See Exhibit B). I am also attaching my forensic audit conducted in May 2012 as Exhibit C.

The courts refuse to see the truth. We have been fighting this long and had yet to be foreclosed on until now. My health and financial future is ruined along with our credit. My husband would have great credit if it weren't for the fraudulent mortgage reporting. We have complained for years of the inaccuracies on our credit and disputed the debt to no avail.

In addition, since 2013 we have also filed numerous FOIA requests with HUD for copies of all of our alleged pooling and servicing documents in regards to the alleged loan and HUD continued to make excuses for not providing the documents requested (See Exhibit D). I have never received anything I ever asked for from HUD and they continuously would change and deactivate my online password to boot.

In December 2013 after an investigative piece by Bloomberg for which my husband and I were the featured story, we became aware of the scheme perpetrated against us by Bank of America and criminal contractors (Urban Lending Solutions and Carlisle & Gallagher Consulting Group, Inc.) who were utilized to deceive us and other homeowners. (Please see attached Bloomberg article as "Exhibit E").

In August 2014, my alleged mortgage was transferred to Carrington Mortgage Services, LLC from Bank of America after it was known that Ginnie Mae no longer wanted GNMA loans to be serviced by Bank of America due to their criminal activities. I have sent Carrington several written requests and letters disputing the debt. I have in my possession Carrington's responses which include numerous discrepancies as to who the true holder of this alleged mortgage is. Carrington has alleged that they are the servicer/ owner/ note holder/ investor for this loan and then attach a "Possession Certificate" from Bank of America from 2013 which alleges that Bank of America is in possession of the alleged Note.

The last Qualified Written Request that I submitted to Carrington was a request under UCC – ARTICLE 3 -§3-501 (b) 2 (1), where we demanded presentation of the alleged negotiable instrument (Note) and a visual inspection. Carrington responded and denied our request and also stated that they will no longer answer anymore of our written requests. (See Exhibit F).

In July 2015, I filed a complaint with the Consumer Financial Protection Bureau regarding Carrington's refusal to cooperate among other things. In a letter dated September 4, 2015, Carrington alleges that they will comply with my visual request and that an attorney will contact us to set it up (See Exhibit G). Little did we know that two days before this letter was written, Carrington had filed a criminally fraudulent Assignment of Mortgage with the Brevard County Clerk of Courts on our home.

On September 18, 2015, a process server serves us foreclosure papers at our home. The Plaintiff is Carrington Mortgage Services, LLC and no other parties.

As we began to analyze the documents attached to the foreclosure papers, we noticed a full-sized copy of the alleged Promissory Note with the blank endorsement of robo-signer Erla Carter-

On September 18, 2015, a process server serves us foreclosure papers at our home. The Plaintiff is Carrington Mortgage Services, LLC and no other parties.

As we began to analyze the documents attached to the foreclosure papers, we noticed a full-sized copy of the alleged Promissory Note with the blank endorsement of robo-signer Erla Carter-Shaw. In addition, even though they attached a required certificate under penalty of perjury as required in Florida for foreclosure filings, they did not attach a copy of the Assignment of Mortgage or the Power of Attorney.

We then began to analyze the new Assignment of Mortgage (AOM) filed on September 2, 2015. The AOM is criminally fraudulent as well (See Exhibit H). The foreclosure mill law firm (Marinosci) representing Carrington prepared the assignment and requested that once recorded, the assignment should be returned to them (Marinosci Law Group, P.C.). in Fort Lauderdale, Florida. The Assignment of Mortgage was notarized in Orange County California. Orange County California is the epi-center of this fraud machine.

Marinosci Law Group, without a specific printed name of counsel and only the signature (any employee could have signed it since there is only a signature and FBN: 106884 and not a printed name or title identifying the person who actually signed it who appears to look like the first name is possibly Sophie), filed a Notice of Lis Pendens in conjunction with the creation of the foregoing noted Assignment of Mortgage which the Marinosci Law Group itself created for the purposes of effectuating a foreclosure in the name of the Plaintiff (Carrington) against us.

Also attached to the lis pendens /foreclosure complaint is now a “Certificate of Note Possession” for which now claims that the foreclosure mill-type law firm Marinosci (specifically Molly Carey) reviewed the collateral file which contained the “Original Note”. We (defendants) highly doubt that the foreclosure mill law firm Marinosci has viewed the original note or that it even exists especially since the originating lender is Taylor, Bean & Whitaker. They likely viewed a “copy” of the alleged original note. Exhibit I

Also attached to the foreclosure complaint is a copy of a Notice of Intent to Accelerate dated June 25, 2010 threatening us to pay \$2,990.80 of the total monthly charges allegedly due of \$3,639.81 before July 25, 2010. There are serious problems in attaching this Intent to Accelerate document to the complaint and testifying under oath. This is also fraud upon the court and proof of mail fraud. On June 25, 2010, we were only behind ONE month not at least three months as indicated in this Notice. The monthly payment was approximately than \$1,250.00 a month. Therefore, Bank of America was trying to extort from us an additional \$2,400.00+ that we did not owe. We were also supposed to be in a loan modification review at that time since January 2010. We were not aware at that time that Bank of America was embezzling money from our mortgage account and applying them illegally to foreclosure fees instead of towards our payments. Bank of America was trying to “justify” on paper that we were three (3) months behind (when we were not) so that they can initiate foreclosure and give the appearance that they

were doing so according to HUD regulations. This is further proof of the illegal activities perpetrated against us filed in court.

Furthermore, the “copies” of the Note being presented as evidence and also mailed to us, the defendants since at least 2011, has a blank endorsement by a robo-signer named Erla Carter-Shaw. There are many different signatures for this robo-signer who has fraudulently deceived many Taylor, Bean & Whitaker victims such as us. See Exhibit J to view copy of the alleged Note endorsed by Erla Carter-Shaw along with copies of other signatures for Erla Carter-Shaw fraudulently filed in courts and property records around the country.

The series of a self-assignment and an attorney-directed assignment is suspect for F.C.C. 817.535 and RICO violations. Furthermore, the new AOM clearly states that Carrington is servicer and attorney-in-fact for Bank of America.

Also attached to this AOM, is a Power of Attorney dated July 31, 2015. This Power of Attorney was executed on July 31, 2015, one (1) day before Bank of America was set to transfer the alleged mortgage to Carrington Mortgage Services. In 2014, Ginnie Mae wanted all loans serviced by Bank of America to be transferred to non-bank servicers as of August 1, 2014: <http://www.nationalmortgagenews.com/news/servicing/ginnie-mae-nixes-bank-of-america-mortgage-servicing-transfer-1041601-1.html>. Our fraudulent loan was one of those loans transferred. However, Bank of America is still secretly pulling the strings in this matter but know that they cannot directly foreclose us for the home because there is pending litigation regarding the subject loan. Nonetheless, it is indeed fraud upon the court and both Bank of America and Carrington were warned of the consequences of such. (See Exhibit K ).

The foreclosure mill law firm (Marinosci) being utilized to illegally steal our home has also been responsible for many other fraudulent filings in Osceola County (next county over) as evidenced in the attached excerpts of the forensic audit requested by Osceola County Clerk of The Circuit Court, Armando Ramirez. (See Exhibit L ).

As I am typing this letter, we have a current case in the Eleventh Circuit Court of Appeals involving the fraudulent servicing of this alleged loan (Case No. 14-15375-BB) that has not been decided as of the date of this letter.

However, while a case involving the fraudulent servicing of the subject loan is still pending in appellate court, Carrington Mortgage Services files a foreclosure after being warned of the pending case and other investigations.

Due to the dire situation at hand, I implore you to please look at the fraudulent documents and other evidence I have attached to pursuit a criminal investigation into this matter. I have been filing complaints since 2010 and it all gets swept under the rug. ~~This is “criminal” in nature and a~~

We sincerely appreciate any effort by your department that would be stop these crimes to continue occurring to us and other fraud victims. Thank you for your time.

Sincerely,



Abdiel Echeverria



Isabel Santamaria

499 Cellini Ave NE  
Palm Bay, FL 32907  
Email: [Isabel-1229@hotmail.com](mailto:Isabel-1229@hotmail.com)  
(321) 614-6441

CC:

Office of Attorney General  
State of Florida  
The Capitol PL-01  
Tallahassee, FL 32399-1050

SEC Headquarters  
100 F Street, NE  
Washington, DC 20549  
(202) 942-8088

Exhibit A

Recording Requested By:  
**Bank of America**  
Prepared By: **Danilo Cuenca**  
888-603-9011  
When recorded mail to:  
**CoreLogic**  
**450 E. Boundary St.**  
**Atn: Release Dept.**  
**Chapin, SC 29036**



DocID# 2492256312796949

Property Address:

**499 Cellini Ave NE**

**Palm Bay, FL 32907-1942**

FLD-AM 14416272 7/15/2011

This space for Recorder's use

MIN #: 100029500024179545 MERS Phone #: 888-679-6377

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto **BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP** whose address is 451 7TH ST SW#B-133, WASHINGTON, DC 20410 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**

Original Borrower(s): **ABDIEL ECHEVERRIA AND ISABEL SANTAMARIA, HUSBAND & WIFE**

Date of Mortgage: **2/29/2008**

Original Loan Amount: **\$144,079.00**

Recorded in **Brevard County, FL** on: **3/6/2008**, book **OR 5848**, page **6518** and instrument number **2008043203**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

7-18-11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Luis Roldan

Luis Roldan

Assistant Secretary

Alice Rowe

Witness: Alice Rowe

State of California

County of Ventura

By: Malik Basurto

Malik Basurto

Assistant Secretary

Ricki Aguilar

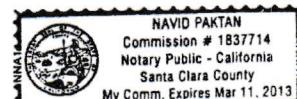
Witness: Ricki Aguilar

On 7-18-2011 before me, NAVID PAKTAN, Notary Public, personally appeared Luis Roldan and Malik Basurto [initials], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Naheed K. Paktan  
Notary Public: NAVID PAKTAN  
My Commission Expires: 3-11-13



(Seal)



STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the above and foregoing  
is a true copy of the original filed in this office.  
SCOTT ELLIS, Clerk of Courts

Dated 12/9/13 By Allen J. D.

Exhibit B

STATE OF CALIFORNIA  
Secretary of State  
Notary Public Section  
PO Box 942877  
Sacramento, California 94277-0001  
(916) 653-3595

For Official Use Only:  
Comm Number \_\_\_\_\_  
Comm Expiration \_\_\_\_\_  
County \_\_\_\_\_

### COMPLAINT FORM

#### COMPLAINANT INFORMATION (please print)

Your Name: Abdiel Echeverria Drivers License No.: [REDACTED]  
Residence Address: 499 Cellini Ave NE Residence Telephone: (321) 676-4198  
Palm Bay, Florida 32907  
Business Address: None Business Telephone: (321) 750-6697

#### NOTARY PUBLIC INFORMATION (please print)

Name of Notary: Navid Paktan Commission No. (if known): 1837714  
Business Address: 1016 S. Wooster Street #3 Business Telephone: (310) 734-9906  
Los Angeles, CA 90035

#### NATURE OF COMPLAINT (Please print or attach printed or typed statement-use reverse side if needed)

Joint Complaint - See attached Nature of Complaint.

#### OTHER QUESTIONS (Please Respond)

1. Is your signature on the subject document/s a forgery? YES NO N/A
2. Did you personally appear before the Notary on the date shown on the notarial acknowledgment? YES NO N/A
3. If you appeared before the Notary, did you acknowledge signing the subject document/s? YES NO N/A
4. Did you sign the Notary's official notary journal record book? YES NO N/A
5. Do you personally know the Notary? YES NO

#### IMPORTANT:

1. Please attach CERTIFIED copies of all questioned documents to this complaint (these may be obtained from the County Recorder's Office).
2. Please attach OTHER records which pertain to your complaint (examples-depositions, certified copies of documents, court records).
3. Please return this complaint form, the certified copies of questioned documents and the other documents to the address shown at the top of the page.

I certify that the information in this complaint is true and correct to the best of my knowledge.

Signature

Date

**STATE OF CALIFORNIA  
Secretary of State  
Notary Public Section  
PO Box 942877  
Sacramento, California 94277-0001  
(916) 653-3595**

For Official Use Only:  
Comm Number \_\_\_\_\_  
Comm Expiration \_\_\_\_\_  
County \_\_\_\_\_

## **COMPLAINT FORM**

**COMPLAINANT INFORMATION (please print)**

Your Name: Isabel Santamaria Drivers License No.:                     
Residence Address: 499 Cellini Ave NE Residence Telephone: (321) 676-4198  
  
Business Address: Palm Bay, Florida 32907 Business Telephone: (321) 614-6441  
None

**NOTARY PUBLIC INFORMATION (please print)**

Name of Notary: Navid Paktan Commission No. (if known): 1837714  
Business Address: 1016 S. Wooster Street #3 Business Telephone: (310) 734-9906  
Los Angeles, CA 90035

**JOINT COMPLAINT SEE ATTACHED NATURE OF COMPLAINT**

**NATURE OF COMPLAINT (Please print or attach printed or typed statement-use reverse side if needed)**

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**OTHER QUESTIONS (Please Respond)**

1. Is your signature on the subject document/s a forgery? YES NO N/A
  2. Did you personally appear before the Notary on the date shown on the notarial acknowledgment? YES NO N/A
  3. If you appeared before the Notary, did you acknowledge signing the subject document/s? YES NO N/A
  4. Did you sign the Notary's official notary journal record book? YES NO N/A
  5. Do you personally know the Notary? YES NO

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**IMPORTANT:**

1. Please attach CERTIFIED copies of all questioned documents to this complaint (these may be obtained from the County Recorder's Office).
  2. Please attach OTHER records which pertain to your complaint (examples-depositions, certified copies of documents, court records).
  3. Please return this complaint form, the certified copies of questioned documents and the other documents to the address shown at the top of the page.

I certify that the information in this complaint is true and correct to the best of my knowledge.

Signature:

Date 29/15

## NATURE OF COMPLAINT

1. The alleged MERS Assistant Secretary **Luis Roldan's** signature on our alleged Assignment of Mortgage does not match other documents signed by notary **Navid Paktan**. *See Exhibit A - Copy of Certified MERS Assignment of Mortgage requested by Bank of America #022563127 dated July 18, 2011 (Alleged Borrowers: Abdiel Echeverria and Isabel Santamaria) and See Exhibit B - 2 different Copies of an Assignment of Deed and Trust allegedly signed by Luis Roldan, one notarized by Navid Paktan dated Jan. 19, 2012 and the other dated June 27, 2012.* The signatures are distinctively different from our alleged Assignment of Mortgage attached as *Exhibit A*. Mr. Paktan is notarizing forged and fraudulent documents. Perjury.
2. The MERS Assistant Secretary named **Malik Basurto's** signature on the alleged Assignment of Mortgage which contains our names, does not match other documents signed by him in California. *See Exhibit A - Copy of Certified MERS Assignment of Mortgage requested by Bank of America #022563127 (Alleged Borrowers: Abdiel Echeverria and Isabel Santamaria). See Exhibit C – 3 different Assignments of Deed and Trust and Assignment of Mortgage allegedly signed by Malik Basurto in California.*
3. **Luis Roldan and Malik Basurto are not** MERS employees and much less Assistant Secretaries for MERS as alleged in these documents. The addresses listed for these alleged MERS Assistant Secretaries is a Bank of America address. *See Exhibit D – Journal Entries.* Attached is another journal entry by Malik Basurto which contains his “alleged” fingerprint, his driver’s license number (same as the journal entry for our alleged assignment) and his signature which is very different. [http://hofj.org/virtualoffice\\_files/notarycomplaint-steegsample.pdf](http://hofj.org/virtualoffice_files/notarycomplaint-steegsample.pdf). Mr. Basurto has been an “actor” and “golfer” for many years. Mr. Basurto also goes by the aliases of Malik L. Basurto, Malik Lee and Malik B. Lee, among others. There is only one Malik Basurto in California. For obvious reasons and to conceal the fraud, Mr. Basurto has no history as an employee for MERS or Bank of America in his Facebook page but regardless, it is a “conflict of interest” if he was indeed a Bank of America employee signing as a MERS Assistant Secretary.

4. **Alice Rowe** signed this Assignment of Mortgage (*Exhibit A*) as “witness”. Alice Rowe has repeatedly signed documents as a MERS Assistant Secretary although she was not employed by MERS or was not an Assistant Secretary for MERS. (See *Exhibit E*).
5. **Ricki Aguilar** signed this Assignment of Mortgage (*Exhibit A*) as “witness”. Ricki Aguilar has also repeatedly signed documents as a “MERS Assistant Secretary” although he was not employed by MERS or was not an “Assistant Secretary” for MERS. In addition, Mr. Aguilar’s signatures greatly differ from one another in different mortgage documents. Ricki Aguilar was employed by Bank of America as a “loan processor” from June 2011 to August 2012 as seen on his resume. However, he deleted his work history with Bank of America on his LinkedIn profile. This fraudulent Assignment of Mortgage was executed on July 18, 2011 when Mr. Aguilar was employed by Bank of America, not MERS. (See *Exhibit F* for Ricki Aguilar).
6. The alleged Bank of America/MERS Assistant Secretary named **Ricki Aguilar** signed documents in May 2011, before his employment with Bank of America as per his resume. He also has numerous different signatures which are also different from our alleged Assignment of Mortgage. (See Exhibits A and F).
7. **MERS** was not authorized to transfer this alleged mortgage. MERS loses their rights as a nominee when the originating lender closes their doors or goes into bankruptcy protection. ) See *Exhibit G* – Abdiel Echeverria and Isabel Santamaria Forensic Audit). Taylor Bean & Whitaker closed its doors in August 2009 and went into bankruptcy shortly thereafter.
8. This alleged mortgage/loan was assigned almost two (2) years after the transfer.
9. At the time of this fraudulent assignment, Countrywide was no longer a distinguishable entity. They were consumed by Bank of America. It had ceased to exist in July 2009. Nonetheless, this Assignment of Mortgage was transferred and conveyed to Countrywide and BAC (a subsidiary of Bank of America at the time) two years after it ceased to exist and Mr. **Navid Paktan** gladly obliged in notarizing this fraudulent document. This is also “conflict of interest” because Luis

Roldan and Malik Basurto actually worked for the company that was benefiting from the transfer and assignment (Bank of America aka BAC, Countrywide) and Mr. Paktan was aware of it.

10. Notary **Navid Paktan** consistently notarizes large amounts of forged and fraudulent MERS documents for Bank of America regardless of their content that include fraudulent signatures such as **Luis Roldan**, **Malik Basurto** and **Ricki Aguilar** (to name a few) who hold “fake job titles” (i.e. MERS Assistant Secretary) which is in violation of 18 U.S. Code § 1341; 18 U.S. Code § 1342 and 18 U.S. Code § 1346 with full knowledge thereof with the intent of assisting the perpetrators such as Bank of America with the illegal theft of property. See also *Exhibit H*- Chapter 9 “Violations and Penalties” – Government Code § 8214.1(i) and Criminal Violations 4. (a) and (c) page 77; and Misdemeanors (a) and (e) page 78.

11. According to Notary **Navid Paktan**, Mr. Roldan and Basurto “personally” appeared to him for the execution of this document (*Exhibit A*) which is highly unlikely due to the evidence contained and attached herein. Due to the repetitive nature and magnitude of Bank of America’s fraud in this regard, it is very likely that a large number of documents are already pre-signed with a forged signature and notarized in a sweat-shop type fashion as seen in this report dated March 15, 2012 (see *Exhibit I*). This assignment document (*Exhibit A*) or the signatures contained in said document were not verified for its veracity by Mr. **Navid Paktan**. Bank of America is one of Mr. Paktan’s most prolific and profitable clients and he “repeatedly” notarizes this type of fraudulent document. The legitimacy of this document was not verified by Mr. Paktan or anyone else.

12. This Assignment of Mortgage (*Exhibit A*) and other fraudulent documents were executed and notarized in the State of **California**.

13. This fraudulent Assignment of Mortgage (*Exhibit A*) dated July 18, 2011 and notarized by Navid Paktan was recorded on our property records with the Clerk of the Circuit and County Court Brevard County, Florida on July 20, 2011 at 3:30 pm.

Recording Requested By:  
Bank of America  
Prepared By: Danilo Cuenga  
888-603-9011  
When recorded mail to:  
CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036



DocID# 2492256312796949

Property Address:

499 Cellini Ave NE  
Palm Bay, FL 32907-1942

FL0-AM 14416272 7/15/2011

This space for Recorder's use

MIN #: 100029500024179545 MERS Phone #: 888-679-6377

\* OURS

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 451 7TH ST SW#B-133, WASHINGTON, DC 20410 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

Original Borrower(s):

ABDIEL ECHEVERRIA AND ISABEL SANTAMARIA, HUSBAND & WIFE

Date of Mortgage:

2/29/2008

Original Loan Amount:

\$144,079.00

Recorded in Brevard County, FL on: 3/6/2008, book OR 5848, page 6518 and instrument number 2008043203

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

7-18-11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:

Luis Roldan

Assistant Secretary

Alice Rowe

Witness: Alice Rowe

State of California

County of Ventura

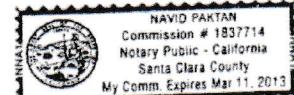
On 7-18-2011 before me, Navid Paktan, Notary Public, personally appeared Luis Roldan and Malik Basurto [initials], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Navid Paktan  
Notary Public: Navid Paktan

My Commission Expires: 7-11-13



(Seal)



STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the above and foregoing  
is a true copy of the original filed in this office.  
SCOTT ELLIS, Clerk of Courts

Dated 12/17/13 By Allen J. D.

**2012002926 00176**

FORSYTH CO. NC FEE \$26.00  
 PRESENTED & RECORDED  
 01/23/2012 01:25:27 PM  
 C. NORMAN HOLLEMAN  
 REGISTER OF DEEDS  
 BY: S. GRIFFITH  
 ASST

BK: RE 3040  
 PG: 1777 - 1778

This space for Recorder's use

 DocID# <b>122650847681528</b>	<b>Recording Requested By:</b> <b>Bank of America</b> <b>Prepared By:</b> <b>Diana DeAvila</b> <b>888-603-9011</b> <b>450 E. Boundary St.</b> <b>Chapin, SC 29036</b>	<b>When recorded mail to:</b> <b>CoreLogic</b> <b>450 E. Boundary St.</b> <b>Attn: Release Dept.</b> <b>Chapin, SC 29036</b>
Property Address: <b>1480 Faircrest Dr</b> <b>Winston Salem, NC 27106-9620</b> <small>NCO-ADT 16880178 1/19/2012</small>		
	MIN #: <b>1000157-0000489204-4</b>	MERS Phone #: <b>888-679-6377</b>

**ASSIGNMENT OF DEED OF TRUST**

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **1901 E Voorhees Street, Suite C, Danville, IL 61834** does hereby grant, sell, assign, transfer and convey unto **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMBS INC., CWMBS REPERFORMING LOAN REMIC TRUST, CERTIFICATES, SERIES 2005-R1** whose address is **101 BARCLAY ST - 4W, NEW YORK, NY 10286** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **COUNTRYWIDE HOME LOANS, INC.**  
 Borrower(s): **WILLIAM CANDELARIA, AND WIFE, EVELYN A. NIEVES**  
 Original Trustee: **CHERI A HILL**  
 Date of Deed of Trust: **9/17/2001**  
 Original Loan Amount: **\$112,238.00**

Recorded in Forsyth County, NC on: **9/17/2001**, book **2200**, page **1228** and instrument number **246**

Submitted electronically by CoreLogic in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed and satisfied on JAN 19 2002

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

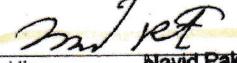
By   
**Luis Roldan**  
Assistant Secretary

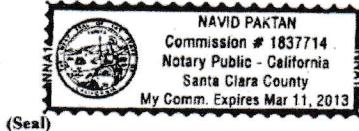
State of California  
County of Ventura

On JAN 19 2012 before me, Navid Paktan, Notary Public, personally  
appeared Luis Roldan I., who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public: Navid Paktan  
My Commission Expires: 3-11-13



**2012-09491**

RECORDER JOHN SCIORTINO  
POTTAWATTAMIE COUNTY, IA  
FILE TIME: 06/29/2012 10:22:40 AM  
REC: 5.00AUD: T TAX:  
RMA: 1.00ECM: 1.00

This space for Recorder's use

 DocID# 17022399505614276	<p>Recording Requested By: <b>Bank of America</b> Prepared By: <b>Danilo Cuenca</b> <b>800-444-4302</b> 1800 Tapo Canyon Road Simi Valley, CA 93063</p> <p>When recorded mail to: <b>CoreLogic</b> <b>450 E. Boundary St.</b> <b>Attn: Release Dept.</b> <b>Chapin, SC 29036</b></p>
<p>Property Address: <b>1400 Pleasant St</b> <b>Council Bluffs, IA 51503-6820</b> IAO-AM 18958812 E 6/26/2012</p>	

MIN #: 1000255-0000903478-4 MERS Phone #: 888-679-6377

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP** whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: **LIBERTY BANK, F.S.B., A CORPORATION**  
Made By: **MARY K JONES, A SINGLE PERSON**  
Date of Mortgage: **10/22/2010**  
Original Loan Amount: **\$80,828.00**

Recorded in **Pottawattamie County, IA** on: **10/29/2010**, book **2010**, page **014869** and instrument number **2010-014869**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on  
**JUN 27 2012**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: **Luis Roldan**  
Assistant Secretary

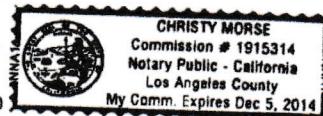
State of California  
County of Ventura

On **JUN 27 2012** before me, **Christy Morse**, Notary Public, personally appeared **Luis Roldan**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

*Christy Morse*  
Notary Public: **Christy Morse**  
My Commission Expires: **12-05-2014**



Pottawattamie County, IA 2011-006190  
Recorder John Sciorrino  
Book-Page: 2011-006190  
File Time: 05/17/2011 @ 08:48:04 AM  
Rec-\$5.00 And-\$0.00 RMA-\$1.00 ECM-\$3.00  
Current Transfer Tax Paid: \$0.00

R Fee 5.00

A Fee \_\_\_\_\_

T Tax \_\_\_\_\_

# COMPARED

This space for Recorder's use



DocID# 61310996555517206

Property Address:  
1114 14TH AVE  
Council Bluffs, IA 51501  
IA0-AM 13795280 4/29/2011

Recording Requested By:  
Bank of America  
Prepared By:  
Mary Ann Hierman  
888-603-9011  
450 E. Boundary St.  
Chapin, SC 29036

When recorded mail to:  
CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036

RETURN ENVELOPE

MIN #: 1000157-0005883903-2 MERS Phone #: 888-679-6377

## ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 13150 WORLD GATE DR, HERNDON, VA 20170 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: COUNTRYWIDE HOME LOANS, INC.  
Made By: HAI V HUYNH, AN UNMARRIED MAN  
Date of Mortgage: 11/28/2005  
Original Loan Amount: \$149,655.00

Recorded in Pottawattamie County, IA on: 12/9/2005, book 106, page 11650 and instrument number 011683

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

5.3.2011

## MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Malik Basurto, Assistant Secretary

State of California  
County of Ventura

On 5.3.11 before me, Shannon Steeg, Notary Public, personally appeared Malik Basurto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public, Shannon Steeg  
My Commission Expires: 5/17/2013

(Seal)



State of California  
County of Ventura

On AUG 08 2011 before me, Shannon Steeg, Notary Public, personally appeared Mallie Basurto , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Notary Public  
My Commission Expires:



Attached; Assign. of Dued of TRUST  
Borrower(s); Quinton A. Matthews  
& Crystal Matthews.

8/17/11 9:54:34  
DK T BK 3,332 PG 23  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This space for Recorder's use

	Recording Requested By: Bank of America	When recorded mail to: CoreLogic 450 E. Boundary St. Attn: Release Dept. Chapin, SC 29036
DocID# 77719888585917126	Prepared By: Cecilia Rodriguez 888-603-9011 450 E. Boundary St. Chapin, SC 29036	
Tax ID: 2083060200012300		
Property Address: 5606 Ashford Dr Horn Lake, MS 38637-9065 MSDv2-ADT 14109435 7/26/2011		
	MIN #: 100032413509079831	MERS Phone #: 888-679-6377

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: UNITED WHOLESALE MORTGAGE  
Borrower(s): QUINTON A. MATTHEWS, MARRIED MAN CRYSTAL MATTHEWS  
Original Trustee: ADAMS & EDENS P.A.

Date of Deed of Trust: 4/15/2009 Original Loan Amount: \$83,460.00

Recorded in DESOTO County, MS on: 4/21/2009, book 3,020, page 19 and instrument number N/A

Property Legal Description:  
LOT 123, SECTION B, TWIN LAKES SUBDIVISION, SITUATED IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 52, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Indexing Instructions: Lot(s): 123 Block(s): N/A Subdivision: TWIN LAKES Town: 2 SOUTH

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on  
9.8.11

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

By: Malik Basurto  
Malik Basurto, Assistant Secretary

State of California  
County of Ventura

On AUG 04 2011 before me, Shannon Steeg, Notary Public, personally  
appeared Malik Basurto  
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity  
(s), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public: Shannon Steeg  
My Commission Expires: May 17, 2013



(Seal)

Attached; Assign. of Deed of TRUST  
borrower(s); Barry Brown.

55  
8/12/11 10:20:55  
237 DK T BK 3, J30 PG 792  
DESO TO COUNTY, MS  
W.E. DAVIS, CH CLERK

This space for Recorder's use

	DocID# <b>1054630997921370</b>	Recording Requested By: <b>Bank of America</b>	When recorded mail to: <b>CoreLogic</b> <b>450 E. Boundary St.</b> <b>Attn: Release Dept.</b> <b>Chapin, SC 29036</b>
Tax ID: <b>1084200300022800</b>		Prepared By: <b>Cecilia Rodriguez</b> <b>888-603-9011</b> <b>450 E. Boundary St.</b> <b>Chapin, SC 29036</b>	
Property Address: <b>8754 Cat Tail Cove</b> <b>Southaven, MS 38671</b>			
MSOv2-ADT 14053339 7/26/2011		MIN #: <b>1000157-0003158451-5</b>	MERS Phone #: <b>888-679-6377</b>

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2004-01 whose address is 101 BARCLAY ST - 4W, NEW YORK, NY 10286 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **COUNTRYWIDE HOME LOANS, INC.**

Borrower(s): **BARRY BROWN, A SINGLE MAN**

Original Trustee: **CTC REAL ESTATE SERVICES**

Date of Deed of Trust: **11/11/2003** Original Loan Amount: **\$120,900.00**

Recorded in DESOTO County, MS on: **11/17/2003**, book **1871**, page **0034** and instrument number **N/A**

Property Legal Description:

**LOT 228, SECTION C, NORTH CREEK SUBDIVISION, 1ST REVISION, IN SECTION 20, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 64, PAGE 37, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.**

Indexing Instructions: Lot(s): **228** Block(s): **NA** Subdivision: **NORTH CREEK** Town: **1 SOUTH**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on  
8.4.11

**MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.**

By: Malik Basurto  
Malik Basurto, Assistant Secretary

Example of a Journal entry  
signed by the alleged  
Malik Basurto. Drivers license #  
is the same but signatures  
are different. this entry was  
also finger printed.

**COPY**

Malik Basurto	ADOT	\$0	DA 03263990 7/18/12	11
5/10/11	5/10/11 11:56 AM		172760068	Malik Basurto

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11/14/2014  
Today's Date:  
Thank you 

ave 2 signers.

Sierra Valley ca 93063. In California's wilderness are not kept in Journal Books, the following

I'm sending you 2 copies of 2 lines 182 & 183  
of Book Journal page #63 dated July 18, 2011  
at 3:21 B 3:23 located located 1800 Tapovan Rd.  
Received

will be send by certified return signature via USPS

U.S. POSTAGE  
POSTAL SERVICE  
UNITED STATES  
LDS ANGELLETS, L.A.  
JAN 15, 14  
90035



1000

Palm Bay, FL 32907-1942

499 Ce 11111 Ave NE

To: Isabel Santamaría/Abel/echeverría

RECORDED MAIL

Los Angeles CA 90035-1540

1016 S. WOO STER ST #3

Valid package

7023 3020 0000 9072 4564



32907194299

Recording Requested By:

**Bank of America**

Prepared By:

Srbui Muradyan

888-603-9011

450 E. Boundary St.

Chapin, SC 29036

When recorded mail to:

CoreLogic

450 E. Boundary St.

Attn: Release Dept.

Chapin, SC 29036



DocID# **17618293107813335**

Property Address:

**208 Bunker Ln**

**Oak Ridge, TN 37830-4603**

TN0-ADT 15755119

10/20/2011

**BK/PG: 1549/485-486**

**11009036**

2 PGS : ASSIGNMENTS	
KIM WRIGHT	81321 11009036
10/28/2011	09:15 AM
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DD FEE	2.00
REGISTER'S FEE	0.00
<b>TOTAL AMOUNT</b>	<b>12.00</b>

STATE OF TENNESSEE, ANDERSON COUNTY

**TIM SHELTON**

REGISTER OF DEEDS

This space for Recorder's use

MIN #: 100228410000708201 MERS Phone #: 888-679-6377

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP** whose address is 451 7TH ST SW #B-133, WASHINGTON, DC 20410 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: **PERFECT MORTGAGE**

Original Borrower(s): **LARRY M. HOLLAND AND LAURA ANN GUY-HOLLAND, HUSBAND AND WIFE**

Original Trustee: **SOUTHEAST TITLE & ESCROW, LLC**

Date of Deed of Trust: **2/28/2008**

Original Loan Amount: **\$110,432.00**

Recorded in **ANDERSON County, TN** on: **3/5/2008**, book **1474**, page **1576** and instrument number **08002469**

Maximum principle indebtedness for Tennessee Recording Tax purposes is --\$0.00-- exactly same collateral as prior debt.  
Does not increase principle.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

Dated: 10-24-11

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

By: Alice Rowe

Alice Rowe Assistant Secretary

State of California  
County of Ventura

On OCT 24 2011 before me, George A Pinedo, Notary Public, personally appeared  
Alice Rowe

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

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

WITNESS my hand and official seal.

Notary Public: George A Pinedo  
My Commission Expires: JUN 14 2013



(Seal)

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## Ricki Aguilar

Process Support Specialist at PennyMac Loan Services, LLC

San Fernando, California · Banking

Current PennyMac Loan Services, LLC

Previous Telsey Community Credit Union, Ventura County Credit Union

[Send Ricki InMail](#)

70  
connections

[www.linkedin.com/pub/ricki-aguilar/4/b/a3/b92/en](http://www.linkedin.com/pub/ricki-aguilar/4/b/a3/b92/en)

Background



### Experience

#### Process Support Specialist

PennyMac Loan Services, LLC

March 2013 – Present (2 years)



#### Loan Processor

PennyMac

August 2012 – Present (2 years 7 months)

#### Operations

Telsey Community Credit Union

2006 – 2009 (3 years)

#### Branch manager

Ventura County Credit Union

2002 – 2004 (2 years)



### Skills

- 7 Loans
- 4 Loan Origination
- 4 Mortgage Lending
- 4 Consumer Lending
- 4 Banking



Following



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County action impacts you.

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### People Also Viewed



**Cindy Sprankle**  
AVP Compliance at First City Credit  
Union



**Carlos Dominguez**  
Loan Officer; Growth, knowledge and  
opportunity are those you should  
always welcome.



**Lydia Solis**  
Marketing and Branding Expert



**Cescily Thomas-McKoy**  
President & CEO at BCSM, LLC



**PJ Goodson**  
CPBA,CPMA at TTI Success Insights



**Nicholas Fisher, CFA**  
Commercial Real Estate Finance



**Melinda Lopez**  
Personal Banker at Wellsfargo  
NMLSR 1038891



**Jenny Umana**  
Banking Professional



**Harold Gonzalez**  
AVP, Corporate Trainer at Urban  
Lending Solutions



**Rebecca Resnick**  
Business Analyst II at PennyMac

Deleted employment  
History with  
Bank of America.  
See resume.

**PennyMac Loan Serv...**

Financial Services

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# Ricki Aguilar

## Data Analyst - PennyMac

San Fernando, CA

In the last 25 years of my work experience, I have demonstrated a high level of competency in all aspects of Credit Union Operations, Business Development, and Risk Management. I have maintained my education and training by attending all available training classes given to me by my previous employers. I have a high level of integrity and commitment, which I have demonstrated to my prior employers. I enjoy working for companies that believe in "people helping people". I am currently in the process of enrolling with University of Phoenix. I am a self starter and enjoy challenging work.

Extensive experience in Operations, Member Service and Business Development

Extensive experience in Quality Control and Loss Prevention Loss mitigation

Extensive experience in Compliance with Federal Regulations and Compliance

BSA reporting, CTR, SAR

Excellent communications skills

Detail Oriented, Sales driven.

## Work Experience

### Data Analyst

PennyMac

March 2013 to Present

Ensure loan data is correct before selling loan to Fannie. ULDD Early Check verification Verify PMI, LTV, CLTV compare data on DU to data on encompass for accuracy.

Assist with calls from marketing campaigns, route calls and leads with lead system appropriately. Scrub data for accuracy. Work special projects when needed.

### Jr Loan Processor

PennyMac

August 2012 to March 2013

Calls specified companies to obtain property abstract, survey, and appraisal.

Ordering title, subordination, HOA docs,

Verification of income, rental, Home Owners insurance, Employment

Communicate with borrower and third party vendors

Ensures that loan is ready for processing/underwriting and the data is accurate.

Knowledge of Compliance

### Loan Processor

Bank of America

June 2011 to August 2012

Corresponding Lending/Operations Support Retail

Collect documents from vendors (realtors, attorneys, and builders, financial institutions) to move processing of loan through.

Process Mers

### Member Service Officer

Telesis Community Credit Union

January 2006 to May 2010

Responsible for Negative Shares -Loss Prevention, New Account Audits,

- Responsible for developing and implementing projects for branches and internal departments  
Responsible for Business Development, coordinating orientation for SEG groups  
Job duties included Beta testing and implementation of new products (OFAC, Courtesy Pay) and upgrade system functions.  
**Data Analyst**  
Creating reports for Board Package  
Assist Call Center and branches with Member escalated issues  
Assist Collections Department with fraud/forgery issues  
Assist members with options to pay  
Collect negative balances and appear in court for prosecution.  
Monitor delinquent loans for reporting  
Created an excel spread sheet for monitoring 60-90 day delinquent accounts.

### **Branch Manager**

**Ventura County Credit Union**  
April 2002 to May 2005

Managed daily operational and Consumer lending functions.  
Ensured branch compliance/Federal Regulations with monthly and quarterly audits  
Maintained and balanced CDM, ATM  
Responsible for cross selling and achieving branch goal  
Responsible for Business Development and coordinating orientation for SEG groups  
Responsible for Employee training, coaching/mentoring, annual reviews, written/verbal disciplinary action  
Processed and booked consumer loans, called members to cross sell other credit union products. Reviewed credit reports for purpose of cross selling other products. Validate consumer loans for accuracy. Collect any additional DMV documentation to complete loan packet.

### **Operational Support Rep**

**Los Angeles Firemen's Credit Union - Los Angeles, CA**  
November 1997 to 2002

Began as Call Center Representative Was selected as the internal candidate to implement this newly created position offering staff support in multiple operational departments in January 2000  
Fully functioned as Member Service Representative, Call Center and Consumer Lending Reviewed credit reports for decision making and informed members of decisions. Cross sold other Credit Union products. Conducted Business Development orientations for firefighters at SEG drives  
Assist Mortgage department. Taking in loan applications from members and providing information on mortgage products. Assist in gathering documentation from third party vendors.

### **New Accounts Representative**

**First Entertainment FCU**  
August 1989 to October 1997

Performed a variety of functions from Teller to New Accounts, Collections and Consumer Lending  
Handled ACH payroll deductions for 150 select employee groups, processed ACH postings and processed share draft exceptions  
Conducted Business Development orientations for SEG groups  
Processed levies and subpoenas, and assisted in the implementation of check debit cards  
Balanced vault, provided overrides

**Save Resume**

**Forward Resume**

Nationwide, Insured, 8-to-48 Hour Turnaround Time.

Customer Support  
info@protitleusa.com | P: 888.878.8081 | F: 888.476.4355

Ricki Aguilar seems to be an employee of Bank of America NA who now owns BAC Home Loan Servicing f/k/a Countrywide Home Loans and physically located at 1800 Tapo Canyon Rd, Simi Valley, CA 93063 and co-located with ReconTrust. He signed as assistant secretary of MERS on mortgage-related documents in the same month and/or same year. We find his signatures starting from the year of 2011, pointing to the evidence that Ricki Aguilar was just recently hired as a signor in 2011.

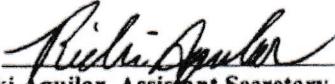
All of the documents that we encountered which were signed by Ricki Aguilar are consistent with respect to position of a signer as assistant secretary of MERS as nominee for a different lenders, see below, however there are differences in signature detected:

Assistant Secretary of MERS as nominee for:

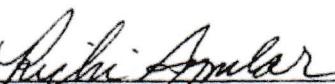
1. America's Wholesale Lender
2. No nominee stated (See Assignment in xxx) or Assignment of Deed of Trust recorded in xxx)
  - a. Signature mismatch detected with baseline assignment, please, see Exhibit B.
3. Decision One Mortgage Corp (See Assignment in xxx)
  - a. Signature mismatch detected with baseline assignment, please, see Exhibit B.
4. Aegis Wholesale Corp (See Assignment xxx)
5. Taylor Bean and Whittaker (See Assignment in xxx)
  - a. Signature mismatch detected with baseline assignment, please, see Exhibit B.
6. Eagle Mortgage (See Assignment in xxx)
  - a. Signature mismatch detected with baseline assignment, please, see Exhibit B.
7. etc ...

A sample of different positions and signatures are shown below

### MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Ricki Aguilar, Assistant Secretary

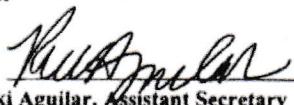
### MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Ricki Aguilar, Assistant Secretary

### MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Ricki Aguilar, Assistant Secretary

### MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Ricki Aguilar, Assistant Secretary

### MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Ricki Aguilar, Assistant Secretary

### MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:   
Ricki Aguilar, Assistant Secretary

Signature Differences

*RE* 5/19/11 9:54:13  
DK T BK 3,303 PG 677  
DESO TO COUNTY, MS  
W.E. DAVIS, CH CLERK

This space for Recorder's use



DocID# 1988153416421644

Recording Requested By:  
Bank of America  
Prepared By:  
Rene Rosales  
888-603-9011  
450 E. Boundary St.  
Chapin, SC 29036

When recorded mail to:  
CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036

Tax ID: 1088271700001900

MIN #: 1000948-0000046470-9 MERS Phone #: 888-679-6377

Property Address:  
2463 Mooneyham Ln  
Horn Lake, MS 38637-1359  
MS092-ADT 13983895 5/12/2011

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is BAC CORP OWNED ASSET, SIMI VALLEY, CA 93065 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COMMUNITY MORTGAGE CORPORATION

Borrower(s): BRIAN BOULER AN UN-MARRIED MAN

Original Trustee: KATHRYN L. HARRIS

Date of Deed of Trust: 3/7/2005 Original Loan Amount: \$130,960.00

Recorded in DESOTO County, MS on: 3/10/2005, book 2,174, page 105 and instrument number N/A

Property Legal Description:

LOT 19, SECTION A, WELLINGTON SQUARE EAST, SITUATED IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK 85, PAGE 41, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Indexing Instructions: Lot(s): 19 Block(s): N/A Subdivision: N/A Town: 1 SOUTH

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

5/13/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Ricki Aguilar  
Ricki Aguilar, Asst. Secretary

State of California  
County of Ventura

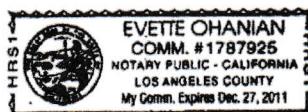
On May 13<sup>th</sup>, 2011 before me, Evette Ohanian, Notary Public, personally appeared Ricki Aguilar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Evette Ohanian  
Notary Public: Evette Ohanian  
My Commission Expires: 12/27/2011

(Seal)



## CHAPTER 9

### VIOLATIONS AND PENALTIES

1. Violation of Notary laws can result in serious consequences which can include:

- a. Administrative actions levied by the Secretary of State
- b. Civil penalties levied by local and state prosecutors
- c. Criminal prosecution
  - i. Felonies
  - ii. Misdemeanors

#### **Administrative Penalties**

2. The Secretary of State may levy penalties of up to \$1,500 for notarial misconduct. **These penalties may be in addition to suspension or revocation of the notary commission (*Government Code* § 8214.15(a)).** The penalties of up to \$1,500 may apply in the following circumstances:

#### **\$1,500 Penalties**

- a. The **willful** failure to discharge fully and faithfully any of the duties required of a notary public (*Government Code* § 8214.1(d));
- d. The use of false or misleading advertising wherein the notary public has represented that he or she has duties, rights, or privileges that he or she does not possess (*Government Code* § 8214.1(f));
- e. Commission of any act involving dishonesty, fraud, or deceit with the intent to substantially benefit the notary public or another, or substantially injure another (*Government Code* § 8214.1(i));
- f. Execution of any certificate as a notary public containing a statement known to the notary public to be false (*Government Code* § 8214.1(l));
- g. Violating the prohibition against a notary public who holds himself or herself out as an immigration specialist or consultant advertising that he or she is a notary or violating the restrictions on charging to assist in the completion of immigration forms (*Government Code* § 8214.1(m));
- h. Violating the restrictions on advertising notarial services in a foreign language or literally translating the phrase “notary public” into Spanish (*Government Code* § 8214.1(p)).

### **\$750 Penalties**

The Secretary of State may levy penalties of up to \$750 for notarial misconduct. **These penalties may be in addition to suspension or revocation of the notary commission** (*Government Code* § 8214.15(b)). The penalties of up to \$750 may apply in the following circumstances:

- a. The **negligent** failure to discharge fully and faithfully any of the duties required of a notary public (*Government Code* § 8214.1(d));
- e. Charging more than the fees prescribed by law (*Government Code* § 8214.1(h));
- f. Failure to complete the acknowledgment at the time the notary's signature and seal are affixed to the document (*Government Code* § 8214.1(j));
- g. Failure to administer the oath or affirmation as required by law (*Government Code* § 8214.1(k)).

Note: For the purposes of remembering the penalties for the exam, please note that there are 4 violations listed which carry a penalty of up to \$750 whereas the rest carry a penalty of up to \$1,500.

### **Civil Penalties**

3. A separate provision of the law permits local and state prosecutors to recover up to \$1,500 in a civil action from:
  - a. Violators of the provisions relating to the unauthorized manufacture, duplication, sale and related offenses concerning the notary seal.
  - b. Including a failure to notify the Secretary of State that a notary seal is lost, stolen, etc. (*Government Code* §§ 8207.4, 8207.1, 8207.2, and 8207.3).

### **Criminal Violations**

4. **Aside from civil penalties and administrative actions by the Secretary of State, notary misconduct can result in criminal prosecution.**

**Felonies** – Some notary misconduct is serious enough to qualify for prosecution as a felony. Other than committing perjury, which is a felony for everyone, not just notaries, felonies are limited to dishonest or fraudulent actions with respect to encumbering someone into property.

- a. **Any notary act performed with the intent to defraud in relation to a Deed of Trust.**
- b. Any person acting as a notary without being duly commissioned and their action places an encumbrance on a party affecting title to real property (such as with a Deed of Trust).
- c. **Anyone who knowingly makes a false sworn statement to a notary for a document which affects transfer of property title or places an encumbrance on a party is guilty of a felony. Any person filing with the county recorder false or forged documents of this nature is guilty of a felony and the fine on this action can be up to \$75,000.**

- d. Any notary who commits perjury (punishable by state imprisonment of 2, 3 or 4 years.)

**Misdemeanors-** Some notarial violations are classified as misdemeanors; however, even these violations can carry a possible fine as well as possible incarceration in a city or county jail.

- a. It is **misdemeanor** for a notary to notarize any document, other than documents relating to a Deed of Trust (see felonies) that contains information known by the notary to be false.
- b. Any person acting as a notary without being duly commissioned
- c. Destruction, concealment or defacing notary records.
- d. Soliciting or coercing a notary to perform an illegal or an improper act.
- e. Making false statements to a notary.
- f. Failing to submit notarial journals to the County Clerk within 30 days after a notary commission is no longer valid and the notary does not obtain reappointment.

**5. Additional misconduct resulting in possible commission suspension or revocation**

- a. Failure to secure or misuse of the notary stamp (seal)
- b. Failure to secure the notary journal
- c. Failure to remit court ordered judgments
- d. Failure to submit a payment demanded by the Secretary of State
- e. **Dishonored checks:** The notary's commission may be cancelled for failing to satisfactorily pay for the examination or associated fees.

**6. The person affected will have a right to a hearing prior to a revocation or suspension or after a denial of a commission, or prior to the imposition of a civil penalty.**

7. The person will **not** have a right to a hearing after a denial of an application for a notary public commission in either of the following cases:

- a. The Secretary of State has, within one year previous to the application denied or revoked the applicant's application or commission.
- b. The Secretary of State finds that the applicant has committed or omitted acts constituting grounds for suspension or revocation of a notary public's commission.

**8. Resignation or expiration of commission will not stop investigation or disciplinary proceedings.**

Hopefully, you will find the following table beneficial in recalling the fines and penalties for the exam. You are encouraged to study this chapter well before taking the exam!

Violation	Civil Penalties	Criminal Prosecution (F)elony (M)isdemeanor	Administrative Penalties (up to \$) (S)uspension (R)evokeation
Unauthorized manufacture, duplication or sale of the Notary Seal	\$1,500		
Failure to notify the Secretary of State of a lost or stolen Notary Seal	\$1,500		S or R
The <u>willful failure</u> to discharge fully and faithfully any Notary duty			\$1,500 R
The use of false or misleading advertising wherein the notary public has represented that he or she has duties, rights, or privileges that he or she does not possess			\$1,500 S or R
Commission of any act involving dishonesty, fraud, or deceit with the intent to substantially benefit the notary public or another, or substantially injure another			\$1,500 R
Execution of any certificate as a notary public containing a statement known to the notary public to be false			\$1,500 R
Violating the prohibition against a notary public who holds himself or herself out as an immigration specialist or consultant advertising that he or she is a notary or violating the restrictions on charging to assist in the completion of immigration forms			\$1,500 S or R
Violating the restrictions on advertising notarial services in a foreign language or literally translating the phrase "notary public" into Spanish			\$1,500 S or R
The <u>negligent failure</u> to discharge fully and faithfully any of the duties required of a notary public			\$750 S or R
Charging more than the fees prescribed by law			\$750 S or R
Failure to complete the acknowledgment at the time the notary's signature and seal are affixed to the document			\$750 S or R
Failure to administer the oath or affirmation as required by law			\$750 S or R
Any notary act performed with the intent to defraud in relation to a Deed of Trust		F	
Any person acting as a notary without being duly commissioned and their action places an encumbrance on a party affecting title to real property (such as with a Deed of Trust)		F	
Anyone who knowingly makes a false sworn statement to a notary for a document which affects transfer of property title or places an encumbrance on a party is guilty of a felony		F	
Any notary who commits perjury (Punishable by prison 2,3,4 years)		F	
Notarizing any document, other than documents relating to a Deed of Trust (see felony) that contains information known by the notary to be false		M	
Any person acting as a notary without being duly commissioned		M	
Destruction, concealment or defacing notary records		M	
Soliciting or coercing a notary to perform an illegal or an improper act		M	
Making false statements to a notary		M	

Anyone making false statements to a notary or who solicits, coerces, or influences a notary public to improperly maintain the notary public's journal		M	
Failing to submit notarial journals to the County Clerk within 30 days after a notary commission is no longer valid and the notary does not obtain reappointment		M	
Misuse or willful failure to secure the notary stamp or willful surrender of the notary stamp to an unauthorized person		M	R
Willful failure to properly maintain the notary journal		M	R
Failure to secure the notary journal			R
Failure to remit court ordered judgments			R
Failure to submit a payment demanded by the Secretary of State			R
Unauthorized practice of law			R
A notary who falsifies an acknowledgment may be guilty of forgery. Forgery is punishable by imprisonment in the state prison, or by imprisonment in the county jail for not more than 1 year.		M or F	R
Literal translation of the phrase "notary public" into Spanish, hereby defined as "notario público" or "notario".			S or R (minimum suspension 1 yr)**
Improper advertising procedures in foreign languages if the notary is not an attorney			S or R (minimum suspension 1 yr)**

Memorization notes: 1) There are fewer \$750 fines than \$1,500 fines. It may be easier to remember these few rather than all of the \$1,500 fines. 2) Perjury and violations concerning Deeds of Trust or Property Transfer documents are considered felonies.

\*\* Second offence results in permanent revocation

#### New violations and penalties laws effective January 1, 2006

1. *Government Code § 8228.1 (New Section) — Notarial Journal/Seal* — The new law makes a notary public **guilty of a misdemeanor** if the notary public:
  - a. Willfully fails to properly maintain his or her notarial journal; OR
  - b. Willfully fails to notify the Secretary of State if his or her notarial journal is lost, stolen, rendered unusable or surrendered to a peace officer; OR
  - c. Willfully fails to permit a lawful inspection or copying of his or her notarial journal; OR
  - d. Willfully fails to keep his or her notarial seal under direct and exclusive control; OR
  - e. Willfully surrenders his or her notarial seal to any person not authorized to possess it.
  
2. *Government Code § 8225 (Amendment to Section) — Notarial Journal* — Any person who solicits, coerces, or influences a notary public to improperly maintain the notary public's journal is guilty of a misdemeanor.

**3. *Penal Code § 470 (Amendment to Section) — False Acknowledgments/Forgery***

**Acknowledgments/Forgery** — The new law may make a notary public guilty of forgery if he or she issues an acknowledgment knowing it to be false. A person who falsifies the acknowledgment of a notary public may also be guilty of forgery. Forgery is punishable by imprisonment in the state prison, or by imprisonment in the county jail for not more than one year. (False certification by a notary public may also be a misdemeanor pursuant to *Government Code* § 6203.)

**4. *Government Code § 8214.8 (New Section) — Criminal Convictions/Court Revocation of Commission***

**Revocation of Commission** — If a notary public is convicted of a crime related to notarial misconduct, including the false completion of a notarial certificate (*Government Code* § 6203), or of **any felony**, the **court** must revoke the notary public's commission and require the notary public to surrender to the court the notary seal. The court will then forward the notary public's seal to the Secretary of State.

# BUSINESS INSIDER

## At Bank Of America's Foreclosure Sweatshop, Agents Signed Up To 93 Documents Per Day



MANDI WOODRUFF

MAR. 15, 2012, 4:22 PM

Banks are catching up on millions of backlogged foreclosures, but there's not much they can do to defend themselves against some damning claims made in a handful of new reports from the Office of the Inspector General.

The reports include audits of Bank of America, Wells Fargo, CitiMortgage, JPMorgan Chase, and Ally Financial—all of whom recently agreed to pay \$1.5 billion back to consumers for dubious lending practices.

"This has been a long road for us—beginning with a voluminous task for a small organization ending with laborious negotiations that involved many moving parts," said David Montoya, Inspector General. "More importantly though, the average citizen will greatly benefit from having a healthier FHA program to access and having strengthened standards in place to mitigate such abusive practices in the future."

### **Here are some particularly disturbing findings:**

-They weren't kidding about the robo-signing: One BofA manager claimed she signed

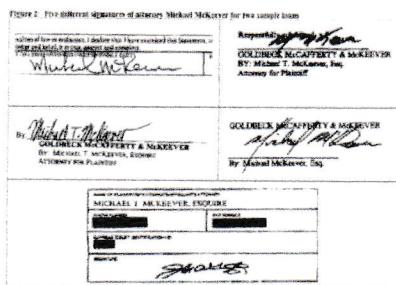


Flickr

nearly 68,000 documents (93 per day) and notarized 1,390 over a two year period.

-One Ally employ admitted he "routinely signed 400 affidavits per day and up to 10,000 affidavits per month, certifying that he had personal knowledge of the facts when he did not and without reviewing the supporting documentation referenced in them."

-Auditors found notaries would sign off on documents before they were even cleared by affiants (workers who sign an affidavit and attest to its truthfulness before a notary).



HUD/OIG

-Citi didn't even have a process in place for signing foreclosure documents until November 2009

-BofA outsourced foreclosure documents to law firms for review but nonlawyers would often forge attorney's signatures. One attorney's signature appeared on five separate foreclosure documents—each in different handwriting (see photo left).

The Consumer Financial Protection Bureau has been tasked with more closely regulating mortgage servicers.

There's a special section on its where consumers can file complaints about mortgage lenders and rolled out new guidelines on auditing lenders.

If you believe your home was foreclosed in error, it's not too late to submit to the government's independent foreclosure review. It's open to 4.5 million homeowners and all submissions are due by April 2012.

Here are a few warning signs your mortgage lender is up to no good:

The interest rate is too good to be true

They pressure you to act quickly

They pressure you to take out a risky or expensive loan

They ask you to lie on your application

The fees are high compared to other lenders' fees

The fees and/or terms suddenly change at closing

## Now see 9 stories of homeowners who bounced back after foreclosure >

## ENDLESS FRAUD DETECTION SERVICES, CORP.

*While working at Urban Lending, Mackler said he saw BofA and its loan servicing subsidiary, BAC Homes Loans Servicing LP, implement "business practices designed to intentionally prevent scores of eligible homeowners from becoming eligible or staying eligible for permanent HAMP modification."*

The article stated further;

*BoA let through just enough HAMP modifications to avert suspicion and allay congressional critics, while not enough to incur any substantial losses to its own bottom line, according to the complaint.*

### **Background Checks of the individuals on this document;**

**#1.1:** A Background check was conducted on the “signer” of the ASSIGNMENT OF DEED OF TRUST. This individual signed the document as **Luis Roldan, Assistant Secretary**.

Assistant Secretary is not a full title -- of what or to whom is this person a secretary? In a Deposition dated April 7, 2010 William Hultman, Secretary and Treasurer of MERS states on page 72 of this deposition line 8 that MERS has no employees. If this person does not work for MERS who does he actually work for? It states in this deposition on the previous page (71) that MERS farms these signatures out to thousands of individuals all over the country who do not work for MERS. <http://www.scribd.com/doc/52190031/MERS-has-No-Employees-Full-Deposition-of-William-Hultman-Secretary-and-Treasurer-of-MERS>

Sigining a Document under a title that the individual does not actually hold is a potential State Felony and brings into question whether this individual did in fact have the authority to transfer or assign anything as MERS is assigning ONLY the Deed of trust to BANK OF AMERICA.

Assignment of Mortgage documents were found with very different “Luis Roldan” signatures than that found on the [REDACTED] Assignment of Deed of Trust. The differences in these signatures suggest that different individuals are signing mortgage-related documents using the name “Luis Roldan” and raise questions as to the validity of the [REDACTED] Assignment of Deed of Trust. A handwriting expert may be required to verify these signature findings. Copies of documents with these differing signatures can be found in Exhibit B.

**#1.2:** A Background check was conducted on the notary on the ASSIGNMENT OF DEED OF TRUST, Carol Marie Littleford.

Carol Marie Littleford is listed on the California Secretary of State website ([www.sos.ca.gov](http://www.sos.ca.gov)) as a notary at 10022 Delco Ave., Chatsworth CA 91311. The expiration date on the [REDACTED] Assignment of Deed of Trust matches the California record.

## **ENDLESS FRAUD DETECTION SERVICES, CORP.**

Upon magnification, the document execution date of the [REDACTED] Assignment of Deed of Trust appears to have been altered. The date stamp showing the date "Luis Roldan" signed the document appears to have been altered by obscuring the top of the number "7" to make it appear to be a "1," changing the apparent date from October 27 to October 21. If so, the true date of the "Luis Roldan" signature is later than the notary date of 21 October, suggesting the Carol Marie Littleford notarized the document in blank for later signature by "Luis Roldan." This potential violation of her notary duties suggests the document may be invalid. A document fraud examiner would be needed to confirm these findings.

### **\*\*\*Possible Penal Code Violations:\*\*\***

There are a number of potential State Penal Code violations uncovered during this Investigation regarding the documents filed within the TRAVIS County Clerk's office. They are as follows;

#### **Misdemeanors:**

##### **51.901. FRAUDULENT DOCUMENT OR INSTRUMENTATION - Class A**

#### **Felony:**

**Sec. 32.46. SECURING EXECUTION OF DOCUMENT BY DECEPTION – 1<sup>st</sup> degree**

**Sec. 37.10. TAMPERING WITH GOVERNMENTAL RECORD – 2<sup>nd</sup> &/or 3<sup>rd</sup> degree**

**Sec. 71.203. CRIMINAL PENALTY: FRAUDULENT FILING – 2<sup>nd</sup> &/or 3<sup>rd</sup> degree**

### **End of ASSIGNMENT OF DEED OF TRUST Summary Review**

(The lower portion of this page has been intentionally left blank)

146. BANA stipulated to the Consent Order and, thus, has admitted the OCC's findings. The Consent Order requires BANA to undertake a sweeping review of its foreclosure practices. Upon information and belief, this review will uncover substantial additional evidence demonstrating that Defendants' representations concerning proper assignment of mortgages and delivery of mortgage files were false.

147. BANA employs an army of so-called "robo-signers" who execute tens of thousands of foreclosure affidavits a month, all necessarily false because they are allegedly based on their own personal knowledge, and many of them without proper documentation including evidence of possession of the underlying mortgage note. The "robo-signers" sometimes attempt to execute assignments retroactive to the closing date of the relevant securitization in an attempt to circumvent state laws governing assignment. Such purportedly retroactive assignments are invalid.

148. BANA's team of "robo-signers" includes the following Bank of America employees who have reportedly signed false foreclosure documentation claiming that they are employees of companies holding valid title to mortgage notes (when they are not): Ricki Aguilar, Malik Basurto, Youda Crain, Diana DeAvila, Edward Gallegos, Christopher Herrera, Bud Kamyabi, Tina LeRaybaud, Jane Martorana, Martha Munoz, Srbui Muradyan, Debbie Nieblas, Yomari Quintanilla, Luis Roldan, Miguel Romero, Cynthia Santos and Swarupa Slee.

149. Another one of BANA's "robo-signers" is Renee Hertzler. She testified in *Starr v. Bank of America Corp.*, No. 09-41903-JBR (Bankr. D. Mass. Feb. 19, 2010) that she executed 8,000 foreclosure documents a month admittedly without making any attempt to read them or ensure the accuracy of statements in them. Indeed, when asked if she read the documents she "robo-signed" she stated: "I typically don't read them because of the volume that we sign." She

Exhibit C



**MFI-Miami**  
*Mortgage Fraud Investigations*  
[www.mfi-miami.com](http://www.mfi-miami.com)

STEPHEN J. DIBERT

4781 N. CONGRESS AVE., SUITE 261  
BOYNTON BEACH, FL. 33426  
TELEPHONE: (561) 317-9978  
FACSIMILE: (888) 525-4285

**FORENSIC AUDIT REPORT**  
**FOR**  
**Abdiel Echeverria &**  
**Isabel Santamaria**  
**499 Cellini Ave. NE**  
**Palm Bay, FL 32907**

**Abdiel Echeverria & Isabel Santamaria  
499 Cellini Ave. NE  
Palm Bay, FL 32907 (Brevard County)**

<b>Original Lender:</b>	<b>Current Servicer:</b>	<b>Alleged Note Holder:</b>
<b>Taylor, Bean &amp; Whittaker</b>	<b>Bank of America, NA</b>	<b>Ginnie Mae aka FHA</b>
<b>1417 N. Magnolia Ave.</b>	<b>7105 Corporate Dr.</b>	
<b>Ocala, FL 34475</b>	<b>Plano, TX 75024</b>	

Prior to 2/29/2008 (Date of Consummation), Clients signed an application with Taylor, Bean & Whittaker for \$144,079.00 for the above mentioned property they were purchasing for \$167,000. There are no indications from any of the evidence presented that Client was given a copy of their initial documents at time of application as required under federal and state law. There is also no indication of when Client signed initial application.

**ECOA 202.4d (Regulation B)**

Form of disclosures – (1) General rule. A creditor that provides in writing any disclosures or information required by this regulation must provide the disclosures in a clear and conspicuous manner and, except for the disclosures required by §§202.5 and 202.13, in a form the applicant may retain.

**TILA 226.17(a)1**

The creditor shall make the disclosures required by this subpart clearly and conspicuously in writing, in a form that the consumer may keep. The disclosures required by this subpart may be provided to the consumer in electronic form, subject to compliance with the consumer consent and other applicable provisions of the Electronic Signatures in Global and National Commerce Act.

**TILA 226.19(a)**

In a residential mortgage transaction subject to the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) the creditor shall make good faith estimates of the disclosures required by § 226.18 before consummation, or shall deliver or place them in the mail not later than three business days after the creditor receives the consumer's written application, whichever is earlier.

**RESPA 24 CFR 3500.6**

A bank must provide the borrower with a copy of the Special Information Booklet either at the time a written application is submitted or no later than three business days after the application is received. If the application is denied before the end of the three-business-day period, the bank need not provide the booklet. If the borrower uses a mortgage broker, the broker, rather than the bank, must provide the booklet.

**RESPA 24 CFR 3500.6(a)**

Requires certain disclosures such as but not limited to Good Faith Estimate, Truth-in-Lending, Servicing Transfer, and Adjustable Rate Booklet, Right to Copy of Appraisal, Federal Equal Opportunity, and various other exhibits to be provided to the borrower within three business days from date of original application (early disclosures).

**RESPA 24 CFR 3500.7**

A creditor must provide, in a clear and concise form, a good faith estimate of the amount of, or range of, settlement charges the borrower is likely to pay. The GFE must include all charges that will be listed in section L of the HUD-1 Settlement Statement. It must be provided no later than three business days after receipt of the written application.

The purpose of the Truth In Lending Act is to require a meaningful disclosure of credit terms so that the borrower will be able to compare the terms of different loans available to him and to protect the consumer against unfair lending practices.

Under RESPA, Reg Z, for a purchase loan, an early Truth In Lending is required to be issued within three days of the loan application. The purpose of the Truth In Lending Disclosure is to allow a borrower to compare different loan programs for the best loan available. Failure to provide disclosures throughout the loan process as loan terms change circumvents the spirit of the Truth-In-Lending Act. If the broker does not issue the initial disclosures, it is incumbent upon the lender to do so on receipt of the loan file.

**RESPA 24 CFR 3500.21b,b3i,b3iiiBv,C(c)**

Servicing Disclosure Statement and Applicant Acknowledgement; requirements:  
(1)At the time an application for a mortgage servicing loan is submitted, or within 3 business days after submission of the application, the lender, mortgage broker who anticipates using table funding, or dealer who anticipates a first lien dealer loan shall provide to each person who applies for such a loan a Servicing Disclosure Statement

Whether the servicing of the loan may be assigned, sold or transferred to any other person at any time while the loan is outstanding. If the lender, table funding mortgage broker, or dealer in a first lien dealer loan does not engage in the servicing of any mortgage servicing loans, the disclosure may consist of a statement to the effect that there is a current intention to assign, sell, or transfer servicing of the loan.

A written acknowledgement that the applicant (and any co-applicant) has/have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application. This acknowledgement shall be evidenced by the signature of the applicant and any co-applicant.

Servicing Disclosure Statement and Applicant Acknowledgement; delivery. The lender, table funding mortgage broker, or dealer that anticipates a first lien dealer loan shall deliver Servicing Disclosure Statements to each applicant for mortgage servicing loans. Each applicant or co-applicant must sign an Acknowledgement of receipt of the Servicing Disclosure Statement before settlement.

On 2/29/2008, Client consummated financing for a mortgage in the amount of \$144,079 on a 30 year amortized schedule with an interest rate of 6.25% and a payment of \$887.12 locked in for 359 months with a final payment of \$886.07 on the 360<sup>th</sup> payment.

It appears Client was not given a copy of their Appraisal Report at time of consummation.

**ECOA 202.14(a) (Regulation B)**

A creditor shall provide a copy of an appraisal report used in connection with an application for credit that is to be secured by a lien on a dwelling. A creditor shall comply with either paragraph (a)(1) or (a)(2) of this section.

It appears Client was not given any Credit Scoring information that was used to determine the interest rate they qualified for.

**Fair and Accurate Credit Transaction Act of 2003**

Credit Scoring Information: The credit scoring information that must be provided to the consumer is set forth in Section 212(b) of the FACT Act, which amends Section 609 of the FCRA by adding a new subsection (f). The credit scoring information must include the following:

1. The current credit score of the consumer or the most recent credit score of the consumer that was previously calculated by the credit reporting agency for a purpose related to the extension of credit;
2. The range of possible credit scores under the model used
3. All of the key factors that adversely affected the credit score of the consumer in the model used, the total number of which shall not exceed four (4), unless a key factor that adversely affects the consumer's credit score consists of the number of enquiries made with respect to a consumer report. In this case, then five (5) key factors may be listed;
4. The date on which the credit score was created; and
5. The name of the person or entity that provided the credit score or credit file upon which the credit score was created.

Closing Agent failed to give Client a full copy package from the closing.

**Florida Statutes Section 627.7845(2)**

The title insurer shall cause the evidence of the determination of insurability and the reasonable title search or search of the records of a Uniform Commercial Code filing office to be preserved and retained in its files or in the files of its title insurance agent or agency for a period of not less than 7 years after the title insurance commitment, title insurance policy, or guarantee of title was issued. The title insurer or agent or agency must produce the evidence required to be maintained by this subsection at its offices upon the demand of the office. Instead of retaining the original evidence, the title insurer or the title insurance agent or agency may, in the regular course of business, establish a system under which all or part of the evidence is recorded, copied, or reproduced by any photographic, photostatic, microfilm, microcard, miniature photographic, or other process which accurately reproduces or forms a durable medium for reproducing the original.

Examiner also requested but did not receive the following from Bank of America, N.A.:

- Initial Loan Application and Final Loan Application (Forms 1003)
- Executed Notice of Right to Cancel (if refinance)
- Copies of Executed Mortgage/Deed of Trust and all Riders (reflecting of copies of original executed all parties)
- A True And Correct Copy of the Original Mortgage Note and All Addendums/Riders
- Initial and Final Truth-in-Lending Statement
- Initial Good Faith Estimates
- Any all Federal & state disclosures that required a borrower(s) signature
- Final Closing Statements (HUD-1)
- True and Correct Copy of the signed Appraisal
- Credit Report used to qualify for loan
- Grant/Warranty Deed(s)
- Any and all income documents provided by borrower to corroborate their income
- Copy of all title commitments and closing documents

- Copy of Loan Payment History - This must include all payments made and all fees incurred along with all legends and codes used in respect to record keeping and accounting regarding accounts to subject loan by lender or servicing agent
- A copy of proposed Escrow amounts and actual Escrow amounts.
- A list of Escrow Credits and Disbursements and a reason for every entry and the date each such entry was made
- Certified Copy of Original Assignment of Mortgage and any subsequent Assignments of Mortgage
- Location of Original Mortgage Note and original Executed Mortgage
- Any and all Trust Agreements between the closing lender and/or any other lender or funding source and party or parties who could claim an interest instant in the subject loan and underlying note and mortgage
- Any Pooling Agreements between the closing lender and/or any other lender or funding source and party or parties who could claim an interest instant in the subject loan and underlying note and mortgage
- Any Servicing Agreements between the closing lender and/or any other lender or funding source and party or parties who could claim an interest instant in the subject loan and underlying note and mortgage
- Master Purchasing Agreements
- Any Special Purpose Vehicle or SPE Agreements
- Copies of the Executed Pooling and Servicing Agreements Dated for Asset Backed Pass-Through Certificate Series
- The exact name of the Asset Backed Security Trust that this mortgage was sold into  
The name of the Trustee of the asset-backed mortgage Security trust which bought this mortgage
- Copies of any modification offers or agreements that may have been offered rejected or agreed to between the homeowner and the servicing agent.

**RESPA 24 CFR 3500.21**

(e) Duty of loan servicer to respond to borrower inquiries-- (1) Notice of receipt of inquiry. Within 20 business days of a servicer of a mortgage servicing loan receiving a qualified written request from the borrower for information relating to the servicing of the loan, the servicer shall provide to the borrower a written response acknowledging receipt of the qualified written response. This requirement shall not apply if the action requested by the borrower is taken within that period and the borrower is notified of that action in accordance with the paragraph (f)(3) of this section. By notice either included in the Notice of Transfer or separately delivered by first-class mail, postage prepaid, a servicer may establish a separate and exclusive office and address for the receipt and handling of qualified written requests.

(2) Qualified written request; defined. (i) For purposes of paragraph (e) of this section, a qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer.

(ii) (3) Action with respect to the inquiry. Not later than 60 business days after receiving a qualified written request from the borrower, and, if applicable, before taking any action with respect to the inquiry, the servicer shall:

(i) Make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of the correction. This written notification shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower; or

(ii) After conducting an investigation, provide the borrower with a written explanation or clarification that includes:

(A) To the extent applicable, a statement of the servicer's reasons for concluding the account is correct and the name and telephone number of an

employee, office, or department of the servicer that can provide assistance to the borrower; or

(B) Information requested by the borrower, or an explanation of why the information requested is unavailable or cannot be obtained by the servicer, and the name and telephone number of an employee, office, or department of the servicer that can provide assistance to the borrower.

(4) Protection of credit rating. (i) During the 60-business day period beginning on the date of the servicer receiving from a borrower a qualified written request relating to a dispute on the borrower's payments, a servicer may not provide adverse information regarding any payment that is the subject of the qualified written request to any consumer reporting agency (as that term is defined in section 603 of the Fair Credit Reporting Act, 15 U.S.C. 1681a).

(ii) In accordance with section 17 of RESPA (12 U.S.C. 2615), the protection of credit rating provision of paragraph (e)(4)(i) of this section does not impede a lender or servicer from pursuing any of its remedies, including initiating foreclosure, allowed by the underlying mortgage loan instruments.

(f) Damages and costs. (1) Whoever fails to comply with any provision of this section shall be liable to the borrower for each failure in the following amounts:

(i) Individuals. In the case of any action by an individual, an amount equal to the sum of any actual damages sustained by the individual as the result of the failure and, when there is a pattern or practice of noncompliance with the requirements of this section, any additional damages in an amount not to exceed \$1,000.

On the surface there does not appear to be anything wrong with this file. However, to someone with experience in mortgage origination, this file has major issues.

First, it does not appear that Taylor, Bean and Whittaker (TBW) verified the Clients' income during the processing of this loan application. Second, the current servicer, BAC Home Loan Servicing, LP cannot locate a copy of this file. This would include the appraisal. It is unknown if the appraisal complies with FHA guidelines because a copy of it does not appear to exist and Clients were not given one as part of their copy package by the closing agent.

On 7/20/2011, BAC Home Loan Servicing, LP recorded a mortgage assignment assigning this loan from MERS to BAC Home Loan Servicing, LP. There are several problems with this assignment. MERS assigned this as TBW's nominee. However, when MERS recorded this assignment using TBW's address, TBW had filed for Chapter 11 bankruptcy nearly two years before on August 24, 2009. MERS loses their rights as a nominee when the originating lender closes their doors or goes into bankruptcy protection.

According to MERS and Bank of America, FHA is the owner of this mortgage not BAC Home Loan Servicing, LP.

Examiner also questions the authenticity of the signature of Malik Basurto who signed as a "Assistant Secretary" of MERS. Examiner reviewed several mortgage assignments filed on behalf of MERS using the address of TBW's former headquarters in Ocala, Florida signed by Malik Basurto and discovered each one has a very different and distinct signature.

## Conclusion

**There are serious problems with the way this mortgage was originated and serviced. It contained elements of illegal bait & switch and deception practices. It is Examiner's conclusion that Client should seek legal representation immediately because there are grounds for unjust enrichment, deceptive practices, as well as the above mentioned violations of the FTC Act, RESPA, TILA, FACTA, FCRA, ECOA. There are also issues concerning who actually has the legal authority to enforce the terms of this mortgage because of the timing of the MERS assignment and because the signatures of Malik Basurto.**

### **Disclaimer**

The comments, opinions, conclusions contained in this Mortgage Loan Audit Report are not intended to provide legal advice, and should not be relied on for legal advice. The Applicant(s) is hereby advised that they should consult their legal adviser if they seek legal advice regarding the information contained herein.

### **Certification**

The comments, opinions, and conclusions of the Examiner are based on information provided by Applicant(s) in accordance with the Terms and Conditions of the Mortgage Fraud Investigation Agreement. If information was submitted by either the Mortgage Broker, or the Mortgage Lender, or both regarding this Mortgage transaction, whether or not submitted in response to a Qualified Written Request (QWR) if demanded by the Examiner, said information provided has been fully reviewed by Examiner, and given full consideration in the process of forming the comments, opinions, and conclusions contained in this Mortgage Loan Audit Report.

Based on the information submitted by the Applicant(s) and if applicable, all other parties involved with this transaction, it is the opinion of the Examiner that Applicant(s) should seek the advice of a qualified licensed attorney to assess the extent of any legal remedies that may be available, and to what extend pursuing such remedies may provide a benefit to the Applicant(s).



Stephen J. Dibert 5/20/2012  
MFI-Miami, LLC - Examiner

Exhibit D

## Request Acknowledgement by U.S. Department of Housing and Urban Development

From: [foia\\_hud@hud.gov](mailto:foia_hud@hud.gov)  
Sent: Wed 9/04/13 8:36 AM  
To: Isabel-1229@hotmail.com

Dear ISABEL SANTAMARIA,

Case Number 13-FI-HQ-02253 has been assigned to the request you submitted with temporary case number 3476. In all future correspondence regarding this request please reference case number 13-FI-HQ-02253.

Regards,  
U.S. Department of Housing and Urban Development

## Request Acknowledgement by U.S. Department of Housing and Urban Development

From: **foia\_hud@hud.gov**  
Sent: Thu 10/17/13 6:03 AM  
To: Isabel-1229@hotmail.com

Dear ISABEL SANTAMARIA,

Case Number 14-FI-HQ-00009 has been assigned to the request you submitted with temporary case number 3520. In all future correspondence regarding this request please reference case number 14-FI-HQ-00009.

Regards,  
U.S. Department of Housing and Urban Development



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-3000

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

Ms. Isabel Santamaria  
499 Cellini Avenue NE  
Palm Bay, FL 32907

RE: Freedom of Information Act Request  
FOIA Control No.: 13-FI-HQ-02253

Dear Ms. Santamaria:

This letter acknowledges the Department of Housing and Urban Development's receipt of your Freedom of Information Act (FOIA) request dated September 4, 2013. Your request was received in the FOIA Branch on September 4, 2013.

Pursuant to the FOIA, 5 U.S.C. 552(a)(6)(A)(i), once HUD properly receives a FOIA request, the Department has 20 working days within which to make a determination on the request unless unusual circumstances exist. Under unusual circumstances, such as an agency's backlog, or the need to examine a voluminous amount of records required by the request, HUD can extend the 20-day time limit for processing a request. Based upon HUD's experience and current inventory, it is estimated that it will take 30-45 days to complete the processing of your request.

The Department will comply with your request to the extent permissible by law. Any records not subject to an exemption will be forwarded to you promptly upon the completion of HUD's search and review process. Your request has been assigned to Ms. Denise M. Brown for processing. If you have any questions regarding your request, please contact Ms. Brown at (202) 402-4816.

Thank you for your interest in the Department's programs and policies.

Sincerely,

/s/  
Denise M. Brown  
FOIA Specialist  
Office of the Executive Secretariat

## Re: FOIA request to HUD

From: **Isabel Santamaria** (isabel-1229@hotmail.com)

Sent: Tue 11/05/13 3:10 PM

To: Frazier2, Robert (Robert.Frazier2@hud.gov)

1 attachment

image001.png (7.7 KB)

Hello. I am requesting the pooling and servicing documents for the referenced FHA Case Number. Please contact me if you have any other questions. Thank you for your assistance.

Sent from my iPhone

On Nov 4, 2013, at 3:53 PM, "Frazier2, Robert" <[Robert.Frazier2@hud.gov](mailto:Robert.Frazier2@hud.gov)> wrote:

To: ISABEL SANTAMARIA

HUD received a request from you for information as follows:

Description of the Request :

ALL POOL DOCUMENTS FOR FHA CASE NO. 094-5376646-703

I was asked to assist with your request but am not sure what you need.

The word “pool” can mean many things in the mortgage industry, the most common for “pool documents” refers to a group of mortgages managed by the secondary market, especially GNMA.

I am an appraiser, so to me a “pool” means a swimming pool, and therefore someone sent your request to our department.

Can you clarify what it is you need or what you are trying to discover and then I can better assist you in fulfilling your request.

You can send an e-mail or call me at your convenience.

<image001.png>

Rob Frazier

Robert L. Frazier, SRA, FRICS

Director, Acting

Home Valuation Policy Division

[Robert.Frazier2@hud.gov](mailto:Robert.Frazier2@hud.gov)

202-402-5752



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
WASHINGTON, DC 20410-3000

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

OCT 30 2013

Ms. Isabel Santamaria  
499 Cellini Avenue, NE  
Palm Bay, FL 32907

RE: Freedom of Information Act Request  
FOIA Control No.: 14-FI-HQ-00009

Dear Ms. Santamaria:

This letter acknowledges the Department of Housing and Urban Development's receipt of your Freedom of Information Act (FOIA) and Privacy Act (PA) request dated September 25, 2013. Due to the Government Shutdown, your request was received in the Department's FOIA Branch on October 17, 2013. You requested all pool documents for Federal Housing Administration case number 094-5376646-703.

An individual's request for information pertaining to him/her is processed under both the FOIA and the PA, to afford maximum access to records. Because you have asked for copies of records about yourself, the Department of Housing and Urban Development must verify your identity to ensure that your personal information is not released to anyone other than you. The Department requires verification of your identity, including your full name, current address, date, and place of birth. In addition, your request must be made in writing, contain your signature, and be notarized. Because you have not provided this documentation, your request is not a proper FOIA/PA request, and HUD is unable to initiate a search for responsive records.

Enclosed is an affirmation/declaration form that must be completed to satisfy the requirements of a perfected FOIA/PA request. You must return the form to the FOIA Branch before a search can be initiated for records. If HUD does not receive the completed form within 10 business days from the date of this letter, the Department will assume that you no longer require the records requested, and your request will be administratively closed.

## AFFIRMATION/DECLARATION

This is to affirm that I, Isabel Santamaria,  
(PRINT FULL NAME)

understand that any request for records maintained by the **Department of Housing and Urban Development** that pertain to an individual must have this form completed and returned before any records can be released.

My present address is: 499 Cellini Ave NE Palm Bay, FL 32907

My date of birth is: January 1, 1970

My place of birth was: Miami, Florida U.S.A.

My citizenship status<sup>1</sup> is: U.S. Citizen

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am the person named above. I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a(i)(3) by a fine of not more than \$5,000.

Executed on November 23, 2013

Isabel <sup>(DATE)</sup>  
(SIGNATURE OF AFFIRMANT/DECLARANT)

In the case of third party requests, this portion must also be signed and completed by the individual(s) requesting any records that does not pertain to him/her.

I hereby authorize \_\_\_\_\_ access to my records.  
(PRINT FULL NAME)

I request that any located and disclosable records be forwarded to the following individual:

\_\_\_\_\_ at the following address:  
(PRINT FULL NAME)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am the person named above. I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than \$10,000 or by

imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a(i)(3) by a fine of not more than \$5,000.

Executed on November 23, 2013 (DATE)

Isabel (SIGNATURE OF  
AFFIRMANT/DECLARANT)

Case #: [ ]

**PLEASE RETURN TO: U.S. Department of Housing and Urban Development**  
**451 Seventh Street, SW, Room 10139**  
**Washington, DC 20410**

<sup>1</sup> Individual submitting a request under the Privacy Act of 1974 must be either "a citizen of the United States or an alien lawfully admitted for permanent residence," pursuant to 5 U.S.C. Section 552a(a)(2). Requests will be processed as Freedom of Information Act requests pursuant to 5 U.S.C. Section 552, rather than Privacy Act requests, for individuals who are not United States citizens or aliens lawfully admitted for permanent residence.



**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WASHINGTON, DC 20410-3000

DEC 9 4 2013

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

Ms. Isabel Santamaria  
499 Cellini Avenue, NE  
Palm Bay, FL 32907

RE: Freedom of Information Act Request  
FOIA Control No.: 13-FI-HQ-02253

Dear Ms. Santamaria:

This letter is in response to your Freedom of Information Act (FOIA) request dated September 4, 2013. You asked for a copy of the full case binder file for Federal Housing Administration case number 094-5376646-703.

When responding to a FOIA request, the Department of Housing and Urban Development searches for responsive documents existing up to the date that the request is received in the Department's FOIA Branch. Your request was received on September 4, 2013.

A search of Headquarters' records by knowledgeable staff failed to locate any documents at HUD Headquarters that would be responsive to your request. The information you are requesting may be obtained from your lender, Bank of America, NA, Charlotte, North Carolina. You may wish to contact Susan Porta at (213) 345-0566, or via email at [susan.porta@bankofamerica.com](mailto:susan.porta@bankofamerica.com). You may also contact Kelly Knapp at (904) 987-9008, or via email at [kelly.l.knapp@bankofamerica.com](mailto:kelly.l.knapp@bankofamerica.com). Please reference service lender identification number 13065.

I am the official responsible for this determination based on information provided by the Department's Office of Housing. You may appeal this determination within 30 days from the date of this letter. If you decide to appeal, your appeal should include copies of your original request and this response, as well as a discussion of the reasons supporting your appeal. The envelope should be plainly marked to indicate that it contains a FOIA appeal and be addressed to:

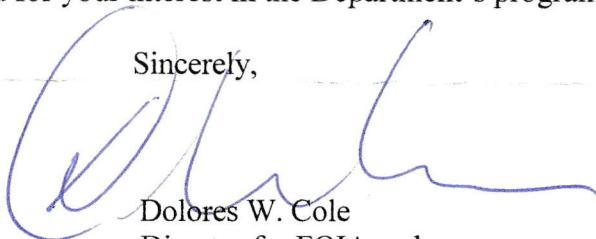
U.S. Department of Housing  
and Urban Development  
Attention: FOIA Appeals  
Office of Ethics and Personnel Law  
451 7<sup>th</sup> Street, SW, Room 2130  
Washington, DC 20410

Telephone: (202) 708-3815

For your information, your FOIA request, including your identity and any information made available, is releasable to the public under subsequent FOIA requests. In responding to these requests, the Department does not release personal information, such as home address, telephone number, or Social Security number, all of which are protected from disclosure under FOIA Exemption 6.

If you have any questions regarding your request, please contact Denise M. Brown at (202) 402-4816. Thank you for your interest in the Department's programs and policies.

Sincerely,



Dolores W. Cole  
Director for FOIA and  
Executive Correspondence  
Office of the Executive Secretariat

FOIA Control # 13-FI-HQ  
02253

U.S. Department of Housing and  
Urban Development  
Attention: FOIA Appeals

December 18, 2013

RE: FHA CASE NO. 094-5376646-703  
Borrowers: Abdiel Echeverria &  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

Office of Ethics and Personnel Law  
451 7<sup>th</sup> Street SW  
Room 2130  
Washington, DC 20410

USPS Priority Mail:  
9410 8036 9930 0051 5147 7

Dear Ms. Dolores W. Cole,

This letter is an APPEAL regarding the determination based on information provided by the Department's Office of Housing. According to this determination, a search of Headquarter's knowledgeable staff failed to locate any documents at HUD Headquarters that would be responsive with my request. I am hereby requesting again my complete case binder, left and right sides for FHA CASE NO. 094-5376646-703 and therefore appealing this determination within 30 days from the date of this determination dated December 4, 2013. I am attaching all required documentation for this appeal. My request was done online and therefore I am attaching FOIA's acknowledgement of my request along with your response letter dated December 4, 2013 and other documentation.

I have also attached an example of HUD's Case Binder Right and Left Sides for your viewing and therefore I cannot understand why this is not available or cannot be located by HUD. Again, please provide me with my complete case binder, left and right side and I will pay any reasonable fees for these documents. Your cooperation will be greatly appreciated.

Sincerely,



Isabel Santamaria

## Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

*Attn: FOIA Appeals*

## Online Label Record (Label 1 of 1)

**Signature Confirmation™ Number:**  
9410 8036 9930 0051 5147 70

Paid Online

Order Number:	284192890	Priority Mail® Postage:	\$5.54
Print Date:	12/18/2013	Signature Confirmation:	\$2.20
Ship Date:	12/18/2013	(Electronic Rate)	
Delivery Date:	12/21/2013	Total:	\$7.74
Weight	0 lb 5 oz		

From: ISABEL SANTAMARIA  
499 CELLINI AVE NE  
PALM BAY FL 32907-1942

Re#: APPEAL

To: DOLORES W COLE  
U.S. DEPT OF HOUSING AND URBAN DEVELOPMENT  
451 7TH ST SW  
RM 2130  
WASHINGTON DC 20410-0001

\* Commercial Base Pricing Priority Mail rates apply. Signature Confirmation service electronic fee required. Delivery information is not available by phone for the electronic rate. Refunds for unused postage paid labels can be requested online 30 days from the print date. A copy of the recipient's signature will be faxed or mailed upon request by visiting the web site listed below or calling 1-800-222-1811.

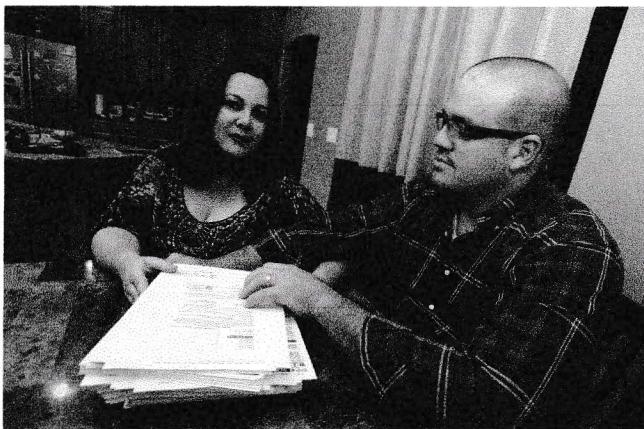


Thank you for shipping with the United States Postal Service!  
Check the status of your shipment on the Track & Confirm page at [usps.com](http://usps.com)

Exhibit E

# Secret Inside BofA Office of CEO Stymied Needy Homeowners

December 16, 2013 — 12:00 AM EST



Isabel Santamaria, left, and her husband Abdiel Echeverria sit with legal documents related to their mortgage foreclosure case at their home in Palm Bay, Florida, on Dec. 5, 2013. Photographer: Phelan M. Ebenhack/Bloomberg

Dec. 16 (Bloomberg) -- Isabel Santamaria thought she finally caught a break in her effort to save her Florida home from foreclosure after nine frustrating months: She reached Bank of America Corp.'s Office of the CEO and President.

What the mother of two autistic children didn't know is that her case would find its way to contractors, including Urban Lending Solutions in Broomfield, Colorado, far from the bank's headquarters in Charlotte, North Carolina. Bank of America hired the firm founded by Chuck Sanders, a former Pittsburgh Steelers running back, to clear a backlog of complaints about a federal program designed to prevent foreclosures.

"It felt like a big deal, reaching the CEO's office," Santamaria, 43, said of having her June 2010 call escalated to what she was told was the bank's top level. "It only happened because I complained to my congressman, the attorney general, television stations. They only put you there if you make a big stink, but once you're there, they still don't help you."

Bank of America, led by Chief Executive Officer Brian T. Moynihan, faced more than 15,000 complaints in

2010 from its role in the government's Home Affordable Modification Program. Urban Lending, one of the vendors brought in to handle grievances from lawmakers and regulators on behalf of borrowers, also operated a mail-processing center for HAMP documents.

## Paperwork Requests

Instead of helping homeowners as promised under agreements with the U.S. Treasury Department, Bank of America stalled them with repeated requests for paperwork and incorrect income calculations, according to nine former Urban Lending employees. Some borrowers were sent into foreclosure or pricier loan modifications padded with fees resulting from the delays, according to the people, all but two of whom asked to remain anonymous because they signed confidentiality agreements.

HAMP was the centerpiece of President Barack Obama's attempt to prevent foreclosures by lowering distressed borrowers' mortgage payments. Under the program, homeowners are given trial modifications to prove they can make reduced payments before the changes become permanent.

The accounts of the former employees help explain why Obama's plan fell far short of the 3 million averted foreclosures targeted in 2009. Relying on the same industry that sold shoddy mortgages during the housing bubble and improperly sped foreclosures afterward, HAMP resulted in still-active modifications for 905,663 homeowners as of the end of August, or 13 percent of the 6.9 million people who applied.

## Countrywide Managers

Bank of America stands out in a program that lawmakers and former Federal Deposit Insurance Corp. Chairman Sheila Bair have called a failure, leaving many homeowners worse off. The second-largest U.S. lender canceled more trial modifications than any mortgage firm and sent the highest percentage of rejected customers into foreclosure, Treasury data show.

To help run its modification program, Bank of America relied on managers who had worked at Countrywide Financial Corp., the subprime lender it took over in 2008. Those executives created and enforced quotas for resolving complaints, according to the former employees. Among them was Rebecca Mairone, found liable by a federal jury in October for defrauding government-backed housing companies Fannie Mae and Freddie Mac while working at Countrywide.

Urban Lending staff, struggling to meet those quotas, resorted to falsifying records and improperly purging complaints, the people said. They sent letters containing inaccurate statements on Office of the CEO and President stationery to lawmakers and U.S. agency officials who sought assistance on behalf of borrowers, the former employees said.

## 'Absurd' Ecosystem

Tens of thousands of HAMP modifications were improperly denied by Bank of America and Urban Lending since April 2009, according to a July complaint filed by homeowners against the two companies in federal court in Colorado.

"Everyone knew that we weren't helping people," said Erik Schnackenberg, a customer-service manager who left Urban Lending in 2011 and now runs a yoga studio in Longmont, Colorado. "They were giving us all the pressure and none of the power to change anything. It was this absurd, self-contained ecosystem of worthlessness."

Schnackenberg and other former employees, who spent from four months to three years at Urban Lending as customer-service representatives and auditors, said they spoke when contacted by Bloomberg News because they're distressed by what they saw.

## Seamless Experience

Bank of America didn't intend to mislead or stall customers or misrepresent facts to lawmakers, Ron Sturzenegger, head of the lender's Legacy Assets Servicing unit, said in an hour-long interview. Changing HAMP guidelines and an initial influx of overdue borrowers made the program difficult to implement, and the bank has made improvements since 2009, he said.

"The only intent that we've ever had is to help these customers," said Sturzenegger, 53. "If we could get more people into HAMP, we'd do more HAMPs."

Bank of America authorized Urban Lending to refer to itself as the Office of the CEO and President in letters and telephone conversations to provide a seamless experience for homeowners who complained directly to Moynihan, Sturzenegger said.

"The way we view Urban and other vendors like Urban is as an extension of Bank of America," he said.

Glenn Stevens, general counsel and executive vice president of human resources at Urban Lending, denied that the firm engaged in any wrongdoing and declined to respond to questions, saying he wouldn't address matters tied to pending litigation.

## Contractor Army

To do the HAMP modifications, the U.S. turned to mortgage servicers, which handle billing and foreclosures. Bank of America became the biggest servicer when Moynihan's predecessor, Kenneth Lewis,

arranged the purchase of Countrywide as it teetered under the weight of losses from subprime lending.

The deal saddled Bank of America with at least \$43 billion in costs, 1.4 million delinquent borrowers and mounting complaints about its performance.

Moynihan called on outside vendors, who hired an army of employees peaking at almost 17,000 last year to deal with the failing loans. One was Pittsburgh-based Urban Lending, which had been doing title work for Bank of America since 2007. The vendor also serviced mortgages for MetLife Inc. and SunTrust Banks Inc.

Urban Lending was founded in 2002 by Sanders, a 6-foot-1 graduate of Slippery Rock University who scored one touchdown over two seasons in the National Football League. Anticipating the coming housing apocalypse, Sanders, 49, pivoted from title searches to servicing troubled mortgages, according to an interview with the Pittsburgh Tribune-Review.

## Pittsburgh Restaurant

Revenue at Urban Lending surged to \$183.5 million last year from \$8 million in 2007, making it one of the country's fastest-growing minority-owned businesses, according to Black Enterprise magazine. Sanders, whose other holdings include the Pittsburgh restaurant Savoy and a stake in energy-drink maker Fever, declined to comment for this article.

Urban Lending expanded in Colorado after winning the Bank of America contract, moving into a five-story brick building in Broomfield with views of the Rocky Mountains. The firm also had a warehouse in Broomfield for processing documents from tens of thousands of HAMP applications.

There, unopened mail was stacked to the ceiling, said three people who spent time at the warehouse. Time-sensitive documents such as pay stubs grew stale, and paperwork was scanned into computer systems late or partially, triggering loan-modification rejections, the people said.

## 'Black Hole'

The warehouse was a "black hole," according to a lawsuit filed in U.S. District Court in New York by former Urban Lending employee Gregory Mackler, who accused Bank of America of intentionally denying qualified HAMP applicants. The complaint was unsealed and dismissed last year after five lenders reached a \$25 billion settlement with federal and state governments to end probes of abusive foreclosure practices.

At the office in Broomfield, Urban Lending employees examined every letter from lawmakers to determine which were computer-generated and which were signed by a human, according to four former employees.

The handwritten ones got special attention and were called wet signatures, they said. The others were referred to as dry.

The signatures of some U.S. senators, including Democrats Harry Reid of Nevada, Carl Levin of Michigan and Charles Schumer of New York, were enlarged to two to three feet and tacked on the walls of a quality-control room to help employees identify wet signatures, the people said.

## Handwritten Signatures

Complaints with handwritten signatures were sent to an outside law firm to reduce the risk that a regulator or lawmaker would fault the bank, according to the former employees. The rest were handled by regular staff.

Sturzenegger denied that employees attempted to verify signatures. He said Urban Lending scrutinized all letters from politicians and regulators to help identify broader policy issues. Those that raised such matters were considered wet, he said, while those from homeowners were called dry.

The most common tactic used to stall and reject homeowners was to claim they hadn't submitted paperwork, according to all nine former employees. Urban Lending requested new applications and supporting documents including pay stubs every 30 to 60 days, even if the customer had sent them, the people said.

"People went through years of sending documents in," said Daniel Ellersdorfer, 37, a customer advocate who left Urban Lending after 13 months in September 2012 and is now a scuba-diving instructor. "There were people who did everything right and they would still get screwed over and have to start the modification process all over."

## Palm Bay

Sturzenegger said Urban Lending employees accusing the bank of wrongdoing have an incomplete understanding of customer files. Stevens, the contractor's general counsel, said the allegations "are baseless and constitute nothing more than the unsubstantiated accusations of a few disgruntled ex-employees."

Santamaria and her husband Abdiel Echeverria, 35, bought their four-bedroom Palm Bay home in 2008 for \$167,000 and spent \$60,000 to renovate it, she said. They applied for HAMP in October 2009 after Echeverria's hours as a Waste Management Inc. driver fell. The bank rejected the application because their mortgage costs were too low in relation to their income to qualify for the program.

The couple applied again in January 2010, sending their application to an Urban Lending office in Pittsburgh, after their children, Jonathan and Rebecca, were diagnosed with autism, Santamaria said. After five months of sending HAMP paperwork with little to show for it, she complained to U.S. Representative Bill Posey, a Florida Republican, who contacted the Office of the Comptroller of the Currency on her behalf.

## OCC Letter

Bank of America sent conflicting responses to the OCC and Santamaria. A Nov. 24, 2010, letter to Santamaria on Office of the CEO and President stationery stated that her modification was canceled because the bank didn't receive the required financial paperwork. On the same day, the same customer advocate, Scott McDaniel, wrote to the OCC, saying the case was still under review.

A third letter, sent by the OCC to Posey on Dec. 1 based on information obtained from Bank of America, said Santamaria had provided all documents and didn't qualify for HAMP because her mortgage expenses were too low.

"They tell the outsiders a completely different story from what's really going on," said Santamaria, who kept fax reports as evidence that she sent paperwork on time and has posted accounts of her dispute online.

Santamaria said she was never told what was missing while sending applications and supporting material to Bank of America more than half a dozen times.

## Carlisle & Gallagher

Her case shows how Bank of America relied on multiple contractors to staff its Office of the CEO and President. McDaniel, who signed the Nov. 24, 2010, letters, worked for Carlisle & Gallagher Consulting Group at the time. The firm was one of several vendors hired by Bank of America to handle mortgage complaints, said Dan Frahm, a spokesman for the bank.

Melody Callaway, a spokeswoman for Charlotte-based Carlisle & Gallagher, declined to comment, as did McDaniel, who worked out of an office near Dallas and now owns an emergency-services company in West Plano, Texas.

Santamaria's case was returned for review to Urban Lending after she wrote to Posey and the OCC again, on Dec. 8, 2010, complaining that the bank's letters contained inaccuracies. She said she received a phone call in January 2011 from a woman named Gloria Perez, offering her temporary forbearance on her mortgage -- the same offer the Dec. 1 letter from the OCC said she had already received.

Perez was employed by Urban Lending, Frahm said.

## Emotional Harm

Santamaria said she told Perez that she and her husband had filed a lawsuit the previous month in federal court in Orlando, Florida, accusing the bank of fraudulent misrepresentation and causing emotional harm. A judge dismissed the case, finding the couple, who represented themselves, failed to meet legal standards and provide sufficient evidence. An appeal was turned down in July.

Last month, Bank of America sent her a foreclosure warning, Santamaria said.

Posey declined through a spokesman to comment about the letters, as did Bryan Hubbard at the OCC. Frahm, the Bank of America spokesman, said the lender never received required documentation from Santamaria and ended efforts to reach her in mid-2011, after her lawsuit was filed.

## Extra Fees

Borrowers whose modifications were delayed for a year or longer accumulated thousands of dollars in fees and interest and were disqualified for HAMP because their debt-to-income ratios worsened over time, four former Urban Lending employees said. Foreclosure or modifications under the bank's own program, typically with higher interest rates, often became the only options, the people said.

Bank of America said it had given 891,100 of its own modifications as of October, more than three times as many as provided under HAMP. That's because most of the bank's customers didn't qualify for the government plan, Sturzenegger said.

The bank gave legal assignments, title searches and appraisals to its own subsidiaries, including Recontrust and LandSafe. Fees charged to homeowners ranged from about \$45 a month to inspect the outsides of homes to about \$850 for legal filings, according to three former Urban Lending employees.

Bank of America isn't motivated by the extra fees and interest charged to customers as a result of delays, Sturzenegger said. The company doesn't get reimbursed on all the fees, so it loses money when delinquencies drag on, he said.

"Do you know how much money we lose in this division?" he said. "We lose a lot of money. To suggest we're doing it because we make more money, it's just completely inaccurate."

## 'Applying Pressure'

Bank of America, which inherited hundreds of thousands of overdue borrowers from Countrywide, sent 33 percent of canceled HAMP trials into foreclosure through the end of July, the highest percentage of any of the biggest servicers, Treasury data show. The figure was 27 percent for Wells Fargo & Co. and 20 percent for both JPMorgan Chase & Co. and Citigroup Inc. The industry average was 22 percent.

“While the country as a whole has made significant progress, there is still room for improvement for servicers, and the Treasury is committed to applying pressure on the mortgage-servicing industry to improve servicer behavior,” Treasury Deputy Assistant Secretary Tim Bowler said in an e-mail.

The reality of working at Urban Lending contrasted with the training they received, six of the people said. Recruits were told during six-week introductory sessions that they were being paid \$16 to \$18 an hour to help Americans keep their homes.

## Taco Bell

Once they started, employees learned that Bank of America quotas applied to everyone from customer advocates to auditors and quality-control staff, the people said. They worked 15-hour days and on weekends with the knowledge they could be fired if they couldn’t meet targets. Properly resolving complaints was often impossible because Urban Lending employees couldn’t access needed files among a dozen software programs and relied on Bank of America personnel who often ignored requests, they said.

“Smart people would leave right away,” said Schnackenberg, the former Urban Lending manager. “You were left with people trying to take care of complex, aged files who were formerly assistant manager of a Taco Bell. It was a recipe for failure for homeowners.”

Under pressure from bank managers to close cases, Urban Lending workers resorted to shortcuts, six people said. That included forging power-of-attorney letters or removing notations that a customer hired a lawyer, making it easier to close files.

Managers purged complaints after business hours, circumventing an internal review process set up by Accenture Plc, according to two of the people. Employees falsified records to show late-night conversations with borrowers that didn’t happen, the people said.

Sturzenegger said he didn’t believe Urban Lending employees falsified or tampered with records.

## The Hustle

Bank of America used ex-Countrywide managers to push Urban Lending to meet its goals, according to the

former employees. One of them was Mairone, the only individual named in the government's first mortgage lawsuit from the financial crisis to reach trial.

Mairone was part of the Countrywide team that set up a program known as the Hustle, which removed quality-control steps for mortgages sold to Fannie Mae and Freddie Mac, costing the U.S.-backed firms \$863.6 million, according to a Nov. 8 filing by prosecutors in federal court in New York.

She helped create Bank of America's HAMP policies as the firm's lead default-servicing executive, according to the July lawsuit. Mairone joined JPMorgan in 2012 and now oversees vendors for that bank, according to a New York Times article.

### 'Wealthy Man'

"If I had a nickel for every homeowner that e-mailed or called Rebecca to thank her for keeping them in their homes, working to save their families and helping them through tough times, I'd be an extremely wealthy man," said Marc Mukasey, her lawyer, who declined to comment about Urban Lending.

Another Countrywide executive who took a role at Bank of America managing Urban Lending was Ken Scheller, senior vice president of default servicing.

Bank of America was "not of course interested" in good-faith reviews of HAMP applicants, Scheller told Mackler, according to the whistle-blower complaint filed by the former Urban Lending employee. Scheller, who's no longer at Bank of America, and Mackler declined to comment.

Urban Lending employees were told by trainers that they should never admit fault on the bank's behalf in writing or over the phone, four former workers said. They were warned that e-mails could be subpoenaed, the people said.

### Gift Cards

To soothe homeowners frustrated by delays, employees had a monthly allotment of \$25 and \$50 gift cards they could give customers, said three of the former workers. The joke among staff: It was just enough money to buy moving boxes.

Urban Lending employees said they were told by their managers that the orders to reduce homeowners' complaints came directly from Moynihan and Bank of America board members, who checked caseload figures daily. One such push was called the "Drive to Five," a plan in late 2010 to lower complaints to 5,000 from more than 15,000.

Sturzenegger, an investment banker who took over as head of the legacy-asset unit in August 2011, said it was his responsibility, not the CEO's, to manage the division. Stevens, the Urban Lending lawyer, said the vendor "had no visibility as to the activities or agenda of Brian Moynihan or the BofA board of directors."

### 'Last Resort'

Moynihan, 54, who declined to comment for this article, has spoken of the responsibility the bank has to its most vulnerable customers. He told an Atlanta Rotary Club prayer breakfast in October 2011 that foreclosing is "always the option of last resort," according to prepared remarks.

"Foreclosure is not only the worst outcome for a customer, it's also the worst financial outcome for the servicer and the owner of the mortgage," he said. "The best decisions are the ones that go beyond our own narrow self-interest."

The CEO, dogged by investors' questions about mortgage costs since taking over in 2010, is dismantling the division that handles delinquent borrowers. The unit had 6,200 contractors as of June, down from its peak of 16,900 last year.

While Bank of America survived the Countrywide acquisition, some of its customers didn't fare as well. Foreclosure sales were scheduled as homeowners were waiting to hear about their applications, giving them little time to appeal mistakes, said six former Urban Lending employees.

### Christmas Foreclosure

Jose De Santiago, a municipal inspector in Mission Viejo, California, was in the midst of a modification in December 2011 when he got the letter: He had five days to leave his two-bedroom condo.

De Santiago, 43, spent Christmas packing his belongings with his son Joseph, then 13, and was out the next day.

After a Bloomberg News reporter alerted the lender's communications department, Bank of America bought the condo from Alton Holdings Inc., which had purchased it in a foreclosure auction. A bank lawyer apologized, and De Santiago was allowed to move back after two weeks.

Bank of America offered \$5,000 to compensate him for furniture lost in the eviction, according to a draft of a proposed settlement. De Santiago refused because he would have had to sign a liability release, he said. He's still fighting the lender to get it to repair his credit scores.

“They asked me to put in writing how well they treated me,” De Santiago said. “I can’t believe Bank of America was allowed to do the horrible things it did to me and others.”

Bank of America’s Sturzenegger said some customers who should have received government assistance may have fallen through the cracks of the system the lender created.

“If you went back and re-reviewed the documents, based on today, would they have qualified for HAMP?” Sturzenegger said. “Possibly. That’s the best way to answer it.”

To contact the reporter on this story: Hugh Son in New York at [hson1@bloomberg.net](mailto:hson1@bloomberg.net)

To contact the editor responsible for this story: Peter Eichenbaum at [peichenbaum@bloomberg.net](mailto:peichenbaum@bloomberg.net)

Exhibit F

# CARRINGTON

MORTGAGE SERVICES

June 26, 2015

Abidel Escheverria  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

RE: CMS Loan #: 6000002968  
Property Address: 499 Cellini Ave NE, Palm Bay, FL 32907

Dear Mortgagor:

This letter is in response to a written inquiry received in our Customer Service Research Department on June 17, 2015. Carrington Mortgage Services, LLC ("CMS") is committed to responsible lending and servicing and we would like to address your recent concerns regarding the above-referenced loan.

As we understand your correspondence, you would like to visually see the original "wet ink" Promissory Note as the copies you have been provided is not sufficient proof.

We respectfully decline the request for inspection of the Original Note, as the Note is secured and not available for release until the debt is fully satisfied. A copy of your Note with endorsement is provided for your records, which is a true and correct copy of the original wet ink Promissory Note you requested.

The current owner/holder/investor/service of record for the loan is: Carrington Mortgage Services, LLC. CMS is the current servicer of this loan on behalf of the investor with rights to enforce the terms of the security instruments and collect on the debt. The investor may be contacted in writing directly through CMS at PO Box 3489, Anaheim, CA 92803 or by telephone at (800) 561-4567.

Please be advised that we have addressed this issue along with debt validation on the following occasion(s): November 13, 2014, January 14, 2015, and April 3, 2015. Enclosed is a copy of our letter(s) which state in regards to debt validation and proof of ownership.

This letter is our Final Response to your validation of debt and proof of ownership along with proof of documentation. In the above responses we provided on numerous occasions, we have provided you with copies of the Promissory Note (including endorsement), Mortgage, Assignment of Mortgage, Uniform Residential Loan Application, HUD-1, Title Policy, and payment histories. Our decision remains unchanged and is final.

In addition to the above, we will no longer respond to any future requests regarding this issue which was previously finalized.

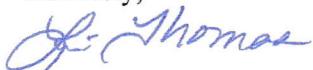
# CARRINGTON

MORTGAGE SERVICES

The loan is seriously in default and is currently in active foreclosure. Please note at this time of this response there is no foreclosure sale date. Payments are past due from June 1, 2010 through June 1, 2015 payments, for a total amount due of \$77,261.86. If the total amount due is more than the Principal, Interest and Escrow payment, it may be due to outstanding late charges and fees that have been billed to your loan. The last payment was received and posted to your loan on May 1, 2010.

We trust we have fully addressed your concerns regarding this matter. However, should you have further questions, please contact Carrington Mortgage Services, LLC at (800) 561-4567, Monday through Friday, 8:00 AM to 8:00 PM, Eastern Standard Time. You may also contact us in writing at P.O. Box 3489, Anaheim, CA 92803.

Sincerely,



Lisa Thomas  
Customer Service Research Department  
Carrington Mortgage Services, LLC  
Enclosure: Note with Endorsement and Prior Response Letters

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MORTGAGE SERVICES

November 13, 2014

Abdiel Echeverria  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

RE: CMS Loan # 6000002968

Dear Mortgagor:

This letter is in response to your written inquiry received in our Customer Service Research Department on November 3, 2014. Carrington Mortgage Services, LLC ("CMS") is committed to responsible lending and servicing and we would like to address your recent concerns regarding the above-referenced loan.

A debt collector has the option under the Fair Debt Collection Practices Act (FDCPA, 15 U.S.C. §§1692-1692p) of responding to a request to validate the debt with either: (a) verification of the debt or any copy of a judgment, or (b) the name and address of the original creditor. A verification of debt under the FDCPA may be accomplished with as little as a confirmation in writing that the amount being demanded is what the creditor is claiming is owed. (See, e.g. Blanc v. Palisades Collection, LLP, 2007 WL3254381, \*7 (S.D.N.Y. 2007); Clark v. Capital Credit & Collection Servs., 460F.3d 1162, (1173-74 (9th Cir.2006); Chaudhry v. Gallerizzo, 174 F.3d 394, 406 (4th Cir. 1999).)

To validate the debt, please find enclosed copies of the Uniform Residential Loan Application, Mortgage and Note with Riders bearing your signatures along with a copy of a payment history with mortgage codes and definitions for your review and records.

The current owner of record for the loan is: Carrington Mortgage Services, LLC. CMS is the current servicer of this loan on behalf of the investor/trustee and the investor/holder may be contacted through CMS at PO Box 54285, Irvine, CA 92619 or by telephone at (800) 561-4567.

Our records indicate, the above-referenced loan was in an active foreclosure on the date of transfer due to non-payment. Please contact our Home Retention Department at 866-874-5860 for payment arrangements and or other options to keep you in your home.

We trust we have fully addressed your concerns regarding this matter. However, should you have further questions, please contact our Customer Service Department at (800) 561-4567, Monday through Friday, 8:00 AM to 9:00 PM, Eastern Standard Time. You may also contact us via our mailing address at P.O. Box 54285, Irvine, CA 92619 – 4285.

**CONFIDENTIAL**  
**CARRINGTON**  
MORTGAGE SERVICES

Sincerely,



Gladys Shrum  
Customer Service Research Department  
Carrington Mortgage Services, LLC

Enclosures

**IMPORTANT DISCLOSURES**

**-INQUIRIES & COMPLAINTS-**

For inquiries and complaints about your mortgage loan, please contact our CUSTOMER SERVICE DEPARTMENT by writing to Carrington Mortgage Services, LLC, Attention: Customer Service, P.O Box 54285, Irvine, CA 92619-4285, or calling 1-800-561-4567. Please include your loan number on all pages of correspondence. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 9:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at [myloan.carringtonms.com](http://myloan.carringtonms.com).

**-IMPORTANT BANKRUPTCY NOTICE-**

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

**-CREDIT REPORTING-**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**-MINI MIRANDA-**

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

**-HUD STATEMENT-**

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD-approved housing counseling agencies by calling the HUD nationwide toll free telephone number at (800) 569-4287.

**-EQUAL CREDIT OPPORTUNITY ACT NOTICE-**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

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January 14, 2015

Abdiel Echeverria  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

Re: CMS Loan Number: 6000002968  
Property Address: 499 Cellini Ave NE, Palm Bay, FL 32907

Dear Mortgagor(s):

The Customer Service Research Department of Carrington Mortgage Services, LLC ("CMS") received your correspondence in our office on December 26, 2014. CMS is committed to responsible lending and servicing and we would like to address your concerns regarding the above-referenced loan.

Our records indicate that CMS acquired the servicing of your loan from Bank of America effective August 1, 2014. Enclosed is a copy of the Notice of Servicing Transfer for your review and records.

Your correspondence requested that it be treated as a QWR under the Real Estate Settlement Procedures Act ("RESPA"). As indicated below, we dispute the characterization of your correspondence as a QWR.

A QWR is defined by the RESPA as a written correspondence that identifies the name and account of the Borrower and includes either a statement of the reasons for the Borrower's belief that the account is in error, or provides sufficient detail to the Servicer regarding other information relating to the servicing of the loan sought by the Borrower (12 USC Section 2605(e)(1)(B) and Regulation X Section 3500.21(e)(2)).

In addition, in order to qualify for QWR status, a request for information must be limited to requests for "information relating to the servicing of [a] loan" (12 USC Section 2605(e)(1)(A)). "Servicing" is defined in Section 6(i)(3) of RESPA (12 USC Section 2605(i)(3)) as "receiving any scheduled periodic payments from a Borrower pursuant to the terms of any loan, including amounts for escrow accounts described in section 10, and making the payments of principal and interest and such other payments with respect to the amounts received from the Borrower as may be required pursuant to the terms of the loan".

In *Morequity v. Naeem*, 118 F. Supp. 2d 885 (N.D. Ill. 2000), the Federal District Court held that the Borrowers did not tender a QWR to their Servicer when they submitted a letter to the Servicer seeking

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information about the validity of the Mortgage loan and mortgage loan documents. The Court stated that since the request did not relate to the servicing of the mortgage loan, it did not constitute a QWR under RESPA.

As in Morequity, the requests here do not relate to the servicing of the Loan, as required by 12 USC Section 2605(e)(1)(B)(ii). Your correspondence fails to provide any basis for any belief regarding an error in relation to the account other than making generalized discovery requests. However, a QWR as defined in RESPA and Regulation X and as analyzed in numerous federal cases that have looked at this issue, is not intended to be a mechanism for unfettered discovery. Rather, it is solely intended to provide a mechanism for the Servicer to explain to the Borrower perceived errors in the accounting relating to the servicing of the mortgage loan.

Nevertheless, we have reviewed the information in connection with the request and provide you with the information below regarding the account status. Enclosed for your review and records are copies of the following documents: Loan application, Note, Security Instrument/Deed of Trust, Assignment of Mortgage, Settlement Statement and Payment History along with codes and definitions. The original creditor is Taylor, Bean & Whitaker Mortgage Corp. with an address of 1417 North Magnolia Ave, Ocala, FL 34475.

As of the date of this letter, your Loan is due for the 06/01/10 through 01/01/15 payments, for a total amount due of \$70,804.33. If the total amount due is more than the Principal, Interest and Escrow payment, it may be due to outstanding late fees and other fees that have been billed to the loan. The last payment received and posted to the loan was on 05/01/10. If the payment is past due, default has occurred as funds have not been received which would bring the loan current.

Please find the below Original Principal Balance, Current Principal Balance, a breakdown of the current Principal and Interest payment, Escrow (if applicable), Escrow Balance and any funds in Unapplied/Suspense.

Original Principal Balance:	\$144,079.00
Current Principal Balance:	\$138,872.05
Principal & Interest:	\$887.12
Escrow Payment:	\$326.15
Escrow Balance:	\$-20,643.39
Unapplied Balance:	\$0.00

Our records indicate the current investor/trustee/note holder/owner of record for the loan is Carrington Mortgage Services, LLC. The investor is located at 1610 E. St. Andrew Place, B 150, Santa Ana, CA 92705 with a telephone number of (800) 561-4567. CMS is the current servicer of this loan on behalf of the investor with rights to enforce the terms of the security instruments and collect on the debt. The investor may be contacted in writing directly through CMS at PO Box 54285, Irvine, CA 92619 or by telephone at (800) 561-4567.

**CONFIDENTIAL**



We trust we have fully addressed your concerns regarding this matter. However, should you have further questions, please contact our Customer Service Department at (800) 561-4567, Monday through Friday, 8:00 AM to 9:00 PM, Eastern Time. You may also contact us in writing at P.O. Box 54285, Irvine, CA 92619 - 4285.

Sincerely,

A handwritten signature in cursive script that reads "Sherrell Dupre".

Sherrell Dupre  
Customer Service Research Department  
Carrington Mortgage Services, LLC

Enc.



April 3, 2015

Abdiel Echeverria  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

**RE: CMS Loan # 6000002968**

Dear Mortgagors:

This letter is our response to the borrower's written correspondence received in our Customer Service Research Department on March 25, 2015. The Letter disputes the debt, which we interpret as a request for verification of the debt under the Fair Debt Collection Practices Act ("FDCPA"). Carrington Mortgage Services, LLC ("CMS") is committed to responsible lending and servicing and we would like to address any concerns regarding the above-referenced loan.

**As we understand your correspondence, you state you are inquiring about the accounting and servicing of the mortgage loan and documents for verification of the alleged debt.**

**Verification of Debt:**

Please be advised that the Loan is evidenced by a Note dated February 29, 2008, in the principal sum of \$144,079.00 executed in favor of Taylor, Bean & Whitaker Mortgage Corp., a copy of which is enclosed. The Loan is secured by a Mortgage dated the same date, a copy of which is also enclosed. See the enclosed documents for more information.

CMS is committed to customer satisfaction and we will respond to the request by providing the Loan Application, Note, Mortgage, Assignment of Mortgage, HUD Settlement Statement, Title Commitment, Escrow Breakdown.

Our records indicate the current investor/note holder of the loan is: Carrington Mortgage Services, LLC. CMS is the current servicer of this loan on behalf of the investor/trustee and the investor/holder may be contacted through CNS at PO Box 54285, Irvine, CA 92619-4283 or by telephone at (800) 561-4567.

This loan is seriously in default and is currently in active foreclosure. Please note at time of this response there is no sale date. Payments are past due from June 1, 2010 to present for a total due of \$73,416.46. A payoff demand statement will be sent to you under a separate cover from our Payoff Department, which shows all amounts necessary to pay off the Loan. The request was submitted to our Payoff Department on March 31, 2015.

Our records indicate late charges in the amount of \$194.12 carried over from the previous servicer with account number 22563127. Our records indicate your loan servicing was transferred to CMS on 8/01/2014. A copy of the previous servicer payment history is enclosed for your review and records.

P.O. Box 54285, Irvine, CA 92619 p 800.561-4567 f 800.486.5134

~~CONFIDENTIAL~~  
**CARRINGTON**  
MORTGAGE SERVICES

Please note other outstanding fees are due for this account as indicated in the chart below:

Date Assessed	Amount	Description
08/07/14	\$15.00	Property Preservation
09/10/14	\$20.00	Property Preservation
09/30/14	\$20.00	Property Preservation
10/28/14	\$20.00	Property Preservation
11/24/14	\$20.00	Property Preservation
02/02/15	\$20.00	Property Preservation
02/09/15	\$20.00	Property Preservation
Total Due:		\$135.00

The remainder of the requests contained in the Letter are declined as they seek documentation that goes beyond that which is available through a verification of debt under 15 U.S.C. §1692g. With regard to your request for protected documents, Carrington states that documents requested, if they exist, may be proprietary, confidential, and/or otherwise protected from disclosure and dissemination.

Therefore, we are unable to provide you with copies of collections notes, collection records, communication files, or any other form of recorded data between CMS and the borrower, copies of servicing agreements, contracts, property inspections, invoices, and procedural manuals, etc. For copies of cancelled checks, or money orders, you will need to contact your financial institution to obtain that information.

If you have a specific question, complaint or request relating to the servicing of the loan as that term is defined by the statute, we look forward to further discussions regarding the account. Otherwise, we trust that this communication addresses your correspondence adequately.

In closing, for your review and records, copy of the billing statement dated for March 18, 2015 and copy of payment history along with transaction codes and definitions has been enclosed. The Payment History lists the transactions relating to the Loan while being serviced by CMS. Please note this history provides pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late charges assessed and paid.

We trust we have fully addressed your concerns regarding this matter. However, should you have further questions, please contact our Carrington Mortgage Services, LLC at(800) 561-4567, Monday through Friday, 8:00 AM to 8:00 PM, Eastern Standard Time. You may also contact us in writing at P.O. Box 54285, Irvine, CA 92619-4285.

Sincerely,



Bud Sirbu  
Customer Service Research Department  
Carrington Mortgage Services, LLC  
Enclosures

P.O. Box 54285, Irvine, CA 92619 p 800.561-4567 f 800.486.5134

# NOTE

FHA CASE NO.

094-5376646-703

February 29, 2008

[Date]

499 Cellini Ave NE  
Palm Bay, FL 32907

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Taylor, Bean & Whitaker Mortgage Corp.

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **One Hundred Forty Four Thousand Seventy Nine and no/100** Dollars

(U.S. \$144,079.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six and One Quarter**

percent (**6.2500%**) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **April 01, 2008**. Any principal and interest remaining on the first day of **March 2038** will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at **Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475**

or at such other place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$887.12. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FLORIDA FHA FIXED RATE NOTE

ITEM 6771L1 (9810)



6/96  
GreatDocs™  
ill: 1-800-968-5775  
610 022563127 N 001 001  
20071012.100000

\*0232052417954\*

**(D) Allonge to this Note for Payment Adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

Growing Equity Allonge

Graduated Payment Allonge

Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent (**4.0** %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

**10. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.



Abdiel Echeverria

(Seal)  
-Borrower



Isabel Santamaria

(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

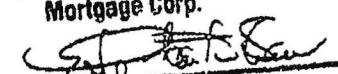
(Seal)  
-Borrower

(Seal)  
-Borrower

Without recourse, pay to the order of

[Sign Original Only]

By: Taylor, Bean & Whitaker  
Mortgage Corp.



Erla Carter-Shaw, E.V.P.

Exhibit G

# CARRINGTON

MORTGAGE SERVICES

September 4, 2015

**Sent Via the CFPB Portal and U.S. Mail:**

Abdiel Echeverria  
Isabel Santamaria  
499 Cellini Avenue NE  
Palm Bay, FL 32907

RE: Case No.:	150701-001676
Loan No.:	6000002968
Property Address:	499 Cellini Avenue NE Palm Bay, FL 32907

Dear Mr. Echeverria and Ms. Santamaria,

The Customer Advocate Department of Carrington Mortgage Services, LLC (“CMS”) is in receipt of a complaint filed with the Consumer Financial Protection Bureau (“CFPB”) received in our office via the CFPB Portal on July 8, 2015. CMS is committed to responsible lending and servicing, and we would like to address any concerns you may have. The following is our response to the issue(s) raised in the inquiry.

As we understand your complaint, you make various allegations of fraud, forgeries, and money embezzlement that you claim have affected the loan since it originated with Taylor, Bean & Whitaker Mortgage Corporation (“TBW”) which you assert continued with Bank of America (“BOA”) and CMS thereafter. You also contend CMS has not provided you the opportunity to visually inspect the Note, has not complied with your debt validation requests and Qualified Written Requests (“QWR”), has not agreed to change the credit reporting for the loan, and has indicated the loan was referred for foreclosure but that a sale date has not been set.

At the outset, a review of our records found that this Federal Housing Administration (“FHA”) insured loan originated on or about February 29, 2008 in the amount of \$144,079.00. Attached for your ease of reference is a copy of your Note and Mortgage both dated February 29, 2008. As you are aware, the servicing of your loan transferred to CMS on or about August 1, 2014. Attached for your ease of reference is the August 12, 2014 Notice of Servicing Transfer (“Hello Letter”) advising you of the transfer to CMS. At the time of the service transfer, the loan was delinquent and contractually due for the June 1, 2010 payment.

First, in regards to your contentions that you have been advised a foreclosure action is being initiated, the Mortgage you executed provides for this remedy under certain circumstances. Pursuant to the terms of your Note and Mortgage both dated February 29, 2008, you entered into a promise to pay the principal sum of \$144,079.00, with payment due on the first day of each month beginning April 1, 2008. The Mortgage provides that if you default by failing to pay in full any monthly payment, the lender may require immediate payment in full of the principal balance remaining due and all accrued interest. In the event that you default by failing to pay in

# CARRINGTON

MORTGAGE SERVICES

full any monthly payment or default by failing, for a period of thirty days, to perform any obligations contained within the Mortgage, the lender is entitled to accelerate the debt.

Second, we understand that you have raised certain concerns regarding the servicing practices of BOA. Please note that CMS is unable to comment on the claims made against BOA, and we encourage you to contact BOA directly for any questions or concerns relating to the servicing of the loan prior to August 1, 2014.

Third, you claim that CMS has not complied with your request to validate the debt. CMS reviewed its records and was unable to find evidence to support this assertion. On November 3, 2014, CMS received a Notice of Validation of Alleged Debt from you. The notice requested that CMS provide validation to the debt as well as several documents in support of the debt. On November 13, 2014, CMS responded and included copies of the Uniform Residential Loan Application, Mortgage, Note with all Riders, and a copy of your payment history.<sup>1</sup>

Fourth, CMS next received a correspondence from you dated November 24, 2014, which requested that CMS treat the correspondence as a QWR. CMS substantively responded to the letter with correspondence dated January 14, 2015.<sup>2</sup> Please note that a QWR request must provide a specific error in relation to the servicing of the loan and is not a mechanism for unfettered discovery. Notwithstanding the above, CMS attempted assist you by providing copies of the Hello Letter, Loan Application, Note, Mortgage, Assignment of Mortgage, Settlement Statement, your payment history, a breakdown of the current debt owed and provided you information regarding the current investor/trustee/note holder/owner of record.

Then, on March 25, 2015, CMS received a request for the validation of the debt from you dated March 23, 2015. The letter requested that CMS provide the complete legal name and address of the original creditor, complete legal name and address of the debt collector, and copies of various documents which were requested for the purpose of validating the debt. In response, CMS sent you correspondence dated April 3, 2015.<sup>3</sup> The letter provided the total amount owed, the originating lender's name, the current investor/note holder of the loan, information about the foreclosure action, a summary of the uncollected fees due on the loan, and copies of the Mortgage, Note, Loan Application, Assignment of Mortgage, U.S. Department of Housing and Urban Development ("HUD") Settlement Statement, Title Commitment, escrow breakdown, and a copy of your payment history. The letter concluded by advising you that CMS would investigate the matter further if you were to provide a specific question, complaint or request relating to the servicing of the loan.

Fifth, with regards to your request to visually inspect the "wet-ink" Note and Mortgage, it is important to note that pursuant to Florida Rules of Civil Procedure (Fla. R. Civ. P. 1.3.350), a borrower is entitled to inspect the original Note and Mortgage and is entitled to receive copies of

<sup>1</sup> In order to avoid providing multiple copies of the same documents, we are including a copy of the substantive correspondence dated November 13, 2014 without all of the enclosures previously sent.

<sup>2</sup> In order to avoid providing multiple copies of the same documents, we are including a copy of the substantive correspondence dated January 14, 2015 without all of the enclosures previously sent.

<sup>3</sup> In order to avoid providing multiple copies of the same documents, we are including a copy of the substantive correspondence dated April 3, 2015 without all of the enclosures previously sent.

# CARRINGTON

MORTGAGE SERVICES

the same. However, any expenses incurred in doing so shall be paid by the requesting party. CMS will accommodate your request to visually inspect the “wet-ink” origination documents made in the CFPB complaint filed on July 8, 2015. CMS has begun the process of providing the collateral file, which contains the original loan documents such as the original Note and Mortgage, to a CMS attorney in Florida. The attorney’s office will contact you shortly to arrange a visual inspection meeting.

Sixth, we respectfully disagree with your assertion that CMS has not accurately reported your credit history to the Credit Reporting Agencies (“CRA”). Except for any time periods where a credit dispute was active or during the 60 day post-transfer due diligence phase, CMS has been reporting the loan as over 180 days delinquent because the loan is due for the June 1, 2010 payment. CMS is unable to report different information to the CRA’s unless the loan status or contractual payment due date were to change.

Finally, with regards to your unsupported assertions that the loan origination process was “riddled with fraud and contains forgeries” and “money was embezzled from our escrow and payment account” we have found nothing in the origination or servicing records to support these claims. Consequently, without further clarification from you, CMS cannot discern what exact issue or issues you might be attempting to raise concerning the subject loan.

Based on the foregoing, CMS asserts that it has attempted to assist you with all of your various requests and has diligently and substantively responded to all of your prior letters. You will be contacted shortly by CMS’s counsel to set up a meeting in order to accommodate your request to visually inspect the original “wet-ink” Note. We trust that this communication addresses all of your concerns noted in the complaint. Carrington Mortgage Services, LLC is committed to customer satisfaction and we look forward to resolving any concerns you may have. We can be reached at (866) 874-5017 Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time.

Sincerely,



Usman Rana  
Customer Advocate

**Enclosures:**

Note and Mortgage both dated February 29, 2008  
August 12, 2014 Notice of Servicing Transfer (“Hello Letter”)  
Correspondence dated November 13, 2014  
Correspondence dated January 14, 2015  
Correspondence dated April 3, 2015

## IMPORTANT DISCLOSURES

### -INQUIRIES & COMPLAINTS-

For inquiries and complaints about your mortgage loan, please contact our CUSTOMER SERVICE DEPARTMENT by writing to Carrington Mortgage Services, LLC, Attention:

Exhibit H

Prepared by: MARINOSCI LAW GROUP, P.C.

Record & Return to  
Marinosci Law Group, P.A.  
100 West Cypress Creek, Ste.1045  
Fort Lauderdale, FL 33309  
Telephone: (954) 644-8704  
Facsimile: (954) 772-9601

Assignment of Mortgage

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP** residing or located: **7105 CORPORATE DRIVE, PLANO, TX 75024** herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto **CARRINGTON MORTGAGE SERVICES, LLC** residing or located at: **1610 E ST ANDREW PL B-150, SANTA ANA, CA 92705** herein designated as the assignee, the mortgage dated 2/29/2008, executed by **ABDIEL ECHEVERRIA AND ISABEL SANTAMARIA, HUSBAND AND WIFE** recorded 3/6/2008 in BREVARD County, Florida in Official Records Book 5848, Page(s) 6518 encumbering the property more particularly described as follows:

**LOT 1, BLOCK 196, PORT MALABAR UNIT SEVEN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGES 125 THROUGH 135, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.**

**PROPERTY ADDRESS: 499 CELLINI AVE NE, PALM BAY, FL 32907**

*In Witness Whereof,* the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 5<sup>th</sup> day of August 2015.

Signed in the presence of:

ATTEST:

  
Tom Crat, SVP of Default  
for Carrington Mortgage Services, LLC. Attorney in Fact

  
**CARRINGTON MORTGAGE SERVICES, LLC**  
AS SERVICER AND ATTORNEY-IN-FACT  
FOR BANK OF AMERICA, N.A. S/B/M/T BAC  
HOME LOANS SERVICING, LP FKA  
COUNTRYWIDE HOME LOANS SERVICING,  
LP

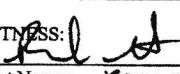
PRINT NAME: Chris Lechtanski

TITLE: AVP of Default

WITNESS:

  
Print Name: Raschelle Holmes

WITNESS:

  
Print Name: Ricardo Gomez

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**See Attached**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_ 2015, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that (s)he is \_\_\_\_\_; and that for and on behalf of **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. S/B/M/T BAC HOME LOANS SERVICING, LP** and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by **CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. S/B/M/T BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP** to do so.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

NOTARY PUBLIC

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

**CALIFORNIA ALL - PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT**

State of California

## County of Orange

On 08/05/2015, before me, W. Solano, Notary Public, personally appeared, Chris Lechtanski , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature W. Sov (Seal)



## **ADDITIONAL OPTIONAL INFORMATION**

## **INSTRUCTIONS FOR COMPLETING THIS FORM**

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>ADM</u>	
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages	Document Date
(Additional information)	

<b>CAPACITY CLAIMED BY THE SIGNER</b>	
<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Corporate Officer _____
 _____ (Title)	
<input type="checkbox"/>	Partner(s)
<input type="checkbox"/>	Attorney-in-Fact
<input type="checkbox"/>	Trustee(s)
<input type="checkbox"/>	Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date. -
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

## LIMITED POWER OF ATTORNEY

### KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("BANA"),<sup>1</sup> a national banking association, by these presents does hereby make, constitute and appoint Carrington Mortgage Services LLC ("Servicer"), a Delaware limited liability company, BANA's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in BANA's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, the transfer of servicing to Servicer of those certain mortgage loans (such loans, the "Loans") that BANA formerly serviced pursuant to that certain Contract Number C-OPC-23289 effective as of March 1, 2009, as amended and modified, between Government National Mortgage Association and BANA. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage").

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of Mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by BANA or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to BANA as payments by borrowers in connection with the Loans;
5. Execute individual trial period plans and modification agreements and any related documents upon receipt of such instruction or direction from authorized employees of the Home Retention Division of the residential mortgage servicing operations of BANA or any of its affiliated entities in connection with mortgage modifications, including but not limited to mortgage modifications pursuant to the Home Affordable Modification Program ("HAMP") and Home Affordable Second Lien Modification Program ("2MP") established by the U.S. Department of the Treasury and any and all proprietary mortgage modification programs of BANA or the owner(s) of the Loans (including for both first mortgages and home equity accounts), that are in process at the time servicing of the related Loans is transferred from BANA to Servicer;
6. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to Servicer or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");

---

<sup>1</sup>This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP.

7. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
8. Bid in the name of BANA in an amount up to and including the judgment amount in connection with judicial foreclosure sales where, at the time servicing of the relevant Loans is transferred from BANA to Servicer, judgment has already been issued by the relevant court and no additional court filings are necessary to obtain judgment;
9. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans,

*provided, however, that except as specifically set forth herein, nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of BANA. All indorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all other documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [insert document title] is made without recourse to or against [insert name of entity in whose name the Action is taken] or Bank of America, N.A., and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, N.A."*

With respect to the Actions, BANA gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of BANA or be construed to create a duty of BANA to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of BANA or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, BANA except as provided herein.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 31<sup>st</sup> day of July, 2014.

BANK OF AMERICA, N.A.

By:  
Name:  
Title:



Lee Wardlow  
Senior Vice President

Witness:  
Name:  
Title:



Scott Yannich  
Vice President

Witness:  
Name:  
Title:



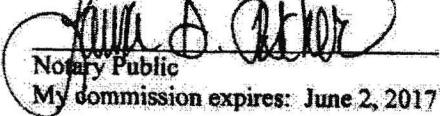
Frank Leyendekker  
Assistant Vice President

STATE OF TEXAS

COLLIN COUNTY

: ss.  
:

On the 31<sup>st</sup> day of July in the year 2014, before me, the undersigned, personally appeared Lee Wardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public  
My commission expires: June 2, 2017

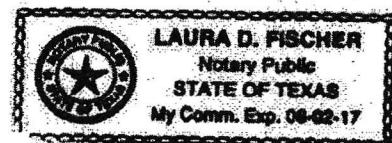


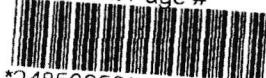
Exhibit I

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT, IN AND  
FOR BREVARD COUNTY, FLORIDA  
GENERAL JURISDICTION DIVISION  
CASE NO.

CARRINGTON MORTGAGE SERVICES, LLC;  
Plaintiff,  
vs.  
ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA  
BERNAL; ISABEL SANTAMARIA; ET AL.  
Defendant(s)

05-2015-CA-042159-XXXX-XX

Case # 05-2015-CA-042159-XXXX-XX  
Document Page #



\*24859959\*

**SUMMONS**

**PERSONAL SERVICE ON A NATURAL PERSON**

TO: ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA BERNAL  
499 CELLINI AVE NE  
PALM BAY, FL 32907

9/18/2015 - 5:05pm  
LCS CR

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the court. There are other legal requirements.

You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

**IMPORTANT**

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiera perder el caso y podría ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existe otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

MCS File: 13-14941. Loan: XXXXXX2968, Property: 499 CELLINI AVE NE, PALM BAY, FL  
32907, Brevard

9 of 20



499 CELLIN

## **IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obliges de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones). Si vous choisissez de deposer vous-meme une reponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expediter une copie de votre reponse ecrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

If you choose to file a written response yourself, at the same time you file your written response to the Court, located at:

BREVARD COUNTY COURTHOUSE  
Clerk of Courts  
700 South Park Avenue  
Titusville, FL 32780-0219  
321-637-5413

you must also mail or take a carbon copy or photocopy of your written response to the  
"Plaintiff/Plaintiff's Attorney named below:

Plaintiff/Plaintiff's Attorney

MARINOSCI LAW GROUP, P.C.  
100 West Cypress Creek Road, Suite 1045  
Ft. Lauderdale, FL 33309 / (954) 644-8704  
[ServiceFL@mlg-defaultlaw.com](mailto:ServiceFL@mlg-defaultlaw.com)  
[ServiceFL2@mlg-defaultlaw.com](mailto:ServiceFL2@mlg-defaultlaw.com)

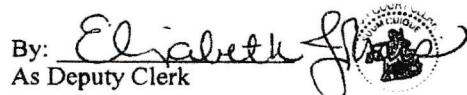


THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this summons and a copy of the Complaint in this lawsuit on the above-named Defendant(s).

DATED ON September 16, 2015

CLERK OF THE CIRCUIT COURT  
SCOTT ELLIS  
As Clerk of the Court by:

By:   
As Deputy Clerk

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator at Court Administration, 2825 Judge Fran Jamieson Way, 3rd floor, Viera, Florida, 32940-8006, (321) 633-2171 ext. 2 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

*Information about the Debtor's rights under the Fair Debt Collection Practices Act is contained later in this package. It contains important information. Please read it.*

MCS File: 13-14941. Loan: XXXXXX2968, Property: 499 CELLINI AVE NE, PALM BAY, FL  
32907, Brevard

11 of 20



499 CELLIN

IN THE CIRCUIT COURT OF THE EIGHTEENTH  
JUDICIAL CIRCUIT,  
IN AND FOR BREVARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION  
CASE NO.

CARRINGTON MORTGAGE SERVICES, LLC;  
Plaintiff,

vs.

ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA BERNAL; ISABEL SANTAMARIA; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR OTHER CLAIMANTS; UNKNOWN TENANT #1 IN POSSESSION OF THE PROPERTY; UNKNOWN TENANT #2 IN POSSESSION OF THE PROPERTY;

Defendants

**NOTICE OF LIS PENDENS**

1. TO: The above named defendants and ALL OTHERS WHOM IT MAY CONCERN:
2. YOU ARE NOTIFIED of the institution of this action against you by the Plaintiff, seeking to foreclose the Note and Mortgage encumbering the described property and the decreeing of a sale of the property under the direction of the Court in default of the payment of the amount found to be due Plaintiff under the Note and Mortgage, and for other further and general relief set forth in the Complaint.
3. The property involved is that certain parcel, lot or unit situate, lying in Brevard County, Florida, as set forth in the mortgage recorded in Official Records Book 5848 at Page 6518, more particularly described as follows:

LOT 1, BLOCK 196, PORT MALABAR UNIT SEVEN, AS PER PLAT THEREOF, RECORDED  
IN PLAT BOOK 14, PAGES 125 THROUGH 135, INCLUSIVE, OF THE PUBLIC RECORDS OF  
BREVARD COUNTY, FLORIDA.

Dated: 9/8, 2015

 FBN: 106884

Attorneys for Plaintiff

Marinosci Law Group, P.C.  
100 West Cypress Creek Road, Suite 1045  
Fort Lauderdale, FL 33309  
Phone: (954)-644-8704; Fax (954) 772-9601  
[ServiceFL@mlg-defaultlaw.com](mailto:ServiceFL@mlg-defaultlaw.com)  
[ServiceFL2@mlg-defaultlaw.com](mailto:ServiceFL2@mlg-defaultlaw.com)

IN THE CIRCUIT COURT OF THE EIGHTEENTH  
JUDICIAL CIRCUIT,  
IN AND FOR BREVARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION  
CASE NO.:  
  
CARRINGTON MORTGAGE SERVICES, LLC;

Plaintiff,  
vs.

ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA BERNAL;  
ISABEL SANTAMARIA; ANY AND ALL UNKNOWN PARTIES  
CLAIMING BY, THROUGH, UNDER AND AGAINST THE  
HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT  
KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN  
PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS,  
DEVISEES, GRANTEEES, OR OTHER CLAIMANTS; UNKNOWN  
TENANT #1 IN POSSESSION OF THE PROPERTY; UNKNOWN  
TENANT #2 IN POSSESSION OF THE PROPERTY;

Defendants,

VERIFIED COMPLAINT

Plaintiff, CARRINGTON MORTGAGE SERVICES, LLC sues the Defendant(s) mentioned in the above  
styled case and alleges:

COUNT I  
FORECLOSURE OF MORTGAGE

1. This is an action to foreclose a Mortgage on real property in Brevard County, Florida.
2. This Court has jurisdiction over the subject matter herein.
3. On February 29, 2008, ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA BERNAL, ISABEL SANTAMARIA, executed and delivered a Promissory Note; ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA BERNAL, ISABEL SANTAMARIA, executed and delivered a Mortgage securing the payment of the Note to the Payee named thereon.
4. The Mortgage was recorded on March 6, 2008 in Official records Book 5848 at Page 6518, of the Public Records of BREVARD County, Florida, and mortgaged the property described therein, then owned by and in possession of said mortgagor(s).
5. In accordance with the Certification attached, Plaintiff is the holder of the original note secured by the mortgage. A copy of the subject loan documents are attached hereto and incorporated herein as composite Exhibit "A".
6. Defendant(s), ABDIEL ECHEVERRIA A/K/A ABDIEL ECHEVARRIA BERNAL and ISABEL SANTAMARIA, own(s) the property. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
7. There is a default under the terms of the Note and Mortgage for the June 1, 2010 payment and all payments due thereafter.

8. Plaintiff declares the full amount payable under the Note and Mortgage to be due.
9. Plaintiff avers that all conditions precedent, to acceleration of the subject loan and foreclosure of the subject Mortgage, have been performed, have occurred, or were waived. Fla. R. Civ. P. 1.120(c). Defendant(s) have been provided with notice of default and acceleration, and right to reinstate, as required by the terms of the Note and Mortgage. A copy of the Notice is attached hereto as Exhibit "B."
10. There is now due, owing, and unpaid to Plaintiff herein One Hundred Thirty-Eight Thousand Eight Hundred Seventy-Two and 05/100 DOLLARS (\$138,872.05) on principal of said Note and Mortgage, plus interest from May 1, 2010, and title search expenses for ascertaining necessary parties to this suit, escrow shortage, advances, late fees, costs, and attorney's fees.
11. Plaintiff has obligated itself to pay the undersigned attorneys a reasonable fee for their services herein pursuant to Fla. Stat. §57.105 and subject mortgage.
12. Defendant(s), UNKNOWN TENANT #1 IN POSSESSION OF THE PROPERTY, is joined because he/she may claim some interest in the property described by virtue of being in actual possession of same or by virtue of a tenancy at will, but this interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage, is not that of a bona fide tenant, as defined by law, or is otherwise terminable as provided by law.
13. Defendant(s), UNKNOWN TENANT #2 IN POSSESSION OF THE PROPERTY, is joined because he/she may claim some interest in the property described by virtue of being in actual possession of same or by virtue of a tenancy at will, but this interest, if any, is subject and inferior to the lien of Plaintiff's Mortgage, is not that of a bona fide tenant, as defined by law, or is otherwise terminable as provided by law.

WHEREFORE, Plaintiff prays: That an accounting may be had and taken under the direction of this Court of what is due the Plaintiff for principal and interest on said mortgage and note, and for the cost, charges and expenses, including attorney's fees and title search cost, and advancements which Plaintiff may be put to or incur in and about this suit, and that the Defendant(s) found responsible for same be ordered to pay the Plaintiff herein the amount so found to be due it; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or against said Defendants since the filing of the Lis Pendens herein be absolutely barred and foreclosed and that said mortgaged property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Plaintiff may be paid so far as same will suffice; and that a deficiency judgment be entered if applicable and only in the event no Order of Discharge of Personal Liability in Bankruptcy has been entered as to any of the Defendants who signed the subject note and mortgage and a writ of possession be issued. Plaintiff, through undersigned counsel, hereby gives notice that this action is intended to seek only in rem relief against any debtor that has been discharged in bankruptcy or under circumstances in which the Plaintiff has only in rem relief from stay during an active bankruptcy.

TO ALL DEFENDANTS: PLEASE NOTE EFFECTIVE OCTOBER 13, 2006, 15 U.S.C. §1692G OF THE FAIR DEBT COLLECTION PRACTICES ACT HAS BEEN AMENDED AS FOLLOWS (in pertinent part):

(a) **LEGAL PLEADINGS** – Section 809 of the fair Debt Collection Practices (15 U.S.C. 1692g) is amended by adding at the end the following new subsection:

“(d) **legal Pleadings**—A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).”

**VERIFICATION**

Under penalty of perjury, I declare that I have read the foregoing Verified Complaint and that the facts alleged therein are true and correct to the best of my knowledge and belief.

CARRINGTON MORTGAGE SERVICES, LLC

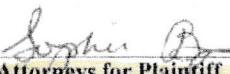
  
Signature

**Anthony DeRosa**  
Printed name **Vice President**

Title

Executed on

8/31/16

 FBN: 106884

Attorneys for Plaintiff

Marinosci Law Group, P.C.  
100 West Cypress Creek Road, Suite 1045  
Fort Lauderdale, FL 33309  
Phone: (954)-644-8704; Fax (954) 772-9601  
[servicefl@mlg-defaultlaw.com](mailto:servicefl@mlg-defaultlaw.com)  
[servicefl2@mlg-defaultlaw.com](mailto:servicefl2@mlg-defaultlaw.com)

### CERTIFICATION OF NOTE POSSESSION

I, the undersigned, hereby certifies:

1. I am Molly Carey, Esq., attorney of

Marinosci Law Group, P.C. ("Counsel"). Counsel has been retained to represent Carrington Mortgage Services, LLC in legal proceedings to enforce a promissory note secured by a property located at:

499 CELLINI AVE NE, PALM BAY, FL 32907 ("Property").

2. On August 17, 2015, at 6:01 pm, I personally

reviewed the collateral file located at 100 West Cypress Creek Road, Suite 1045, Fort Lauderdale, FL 33309, that was provided to Marinosci Law Group, P.C., for purposes of its representation of Carrington Mortgage Services, LLC in connection with enforcing the note secured by the Property. I confirmed that the collateral file contained the Original Note upon which this action is brought signed by ABIEL ECHEVERRIA, ISABEL SANTAMARIA, evidencing the debt secured by the Property.

3. Correct copies of the note (and, if applicable, all endorsements, transfers, allonges, or assignments of the note) are attached to this certification.

4. I give this statement based on my personal knowledge.

5. Under penalties of perjury, I declare that I have read the foregoing Certification of Note Possession and that the facts stated in it are true.

  
Molly E. Carey, Esq. FBN, 0100184

- Gregg Dreilinger, Esq. FBN, 0025615
- Bart T. Heffernan, Esq. FBN, 353949
- Matthew Slowik, Esq. FBN, 92553
- Radoyka Minaya, Esq. FBN, 59346
- Molly Carey, Esq. FBN, 0100184

# NOTE

FHA CASE NO.

February 29, 2008

[Date]

499 Cellini Ave NE  
Palm Bay, FL 32907

[Property Address]

## 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means **Taylor, Bean & Whitaker Mortgage Corp.**

and its successors and assigns.

## 2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **One Hundred Forty Four Thousand Seventy Nine and no/100** Dollars (U.S. \$144,079.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Six and One Quarter**

percent ( **6.2500%** ) per year until the full amount of principal has been paid.

## 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

## 4. MANNER OF PAYMENT

### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **April 01, 2008**. Any principal and interest remaining on the first day of **March 2038**, will be due on that date, which is called the "Maturity Date."

### (B) Place

Payment shall be made at **Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475**

or at such other place as Lender may designate in writing by notice to Borrower.

### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$**887.12**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

FLORIDA FHA FIXED RATE NOTE

ITEM 6771L1 (0910)



610

N 001 001 20071012.100000

6/96  
Great Docs™  
ID: 1-800-968-5775

EXHIBIT A

**(D) Allonge to this Note for Payment Adjustments**

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

Growing Equity Allonge

Graduated Payment Allonge

Other [specify]

**5. BORROWER'S RIGHT TO PREPAY**

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

**6. BORROWER'S FAILURE TO PAY**

**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent ( **4.0** %) of the overdue amount of each payment.

**(B) Default**

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

**(C) Payment of Costs and Expenses**

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

**7. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

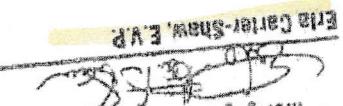
**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

## FLORIDA FHA FIXED RATE NOTE

(Page 3 of 3 pages)

To Order Call 1-800-888-6775  
GraaDcces™

Ella Carter-Shaw, E.V.R.  
  
 Mortgage Corp.  
 S.Y.: Taylor, Bean & Whittier

Without recourse, pay to the order of

[Sign On Right Only]

Borrower  
 (Seal) \_\_\_\_\_

Borrower  
 (Seal) \_\_\_\_\_

Borrower  
 (Seal) \_\_\_\_\_

BY SIGNING BELOW, Borrower accepts to the terms and covenants contained in pages 1 through 3 of this Note.

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

10. DOCUMENTARY TAX



**Bank of America**

**Home Loans**  
P.O. Box 650070  
Dallas, TX 75265-0070

Abdiel Echeverria & Isabel Santamaria  
499 CELLINI AVE NE  
PALM BAY, FL 32907-1942

*Business Address:  
7105 Corporate Drive  
El Paso, TX 79924*

**Send Payments to:**  
P.O. Box 650070  
Dallas, TX 75265-0070

June 25, 2010

Sent Certified Mail:  
7113 8257 1474 3619 9060  
Return Receipt Requested

Account No.: [REDACTED]  
Property Address:  
499 Cellini Ave NE  
Palm Bay, FL 32907-1942  
Case No.: 0945376646703

## **NOTICE OF INTENT TO ACCELERATE**

Dear Abdiel Echeverria & Isabel Santamaria:

BAC Home Loans Servicing, LP (hereinafter "BAC Home Loans Servicing, LP") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this notice is as follows:

<u>Monthly Charges:</u>	04/01/2010	\$3,639.81
<u>Late Charges:</u>	04/01/2010	\$145.59
<u>Other Charges:</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:	\$286.56 \$100.00 (\$1,181.16)
		<b>TOTAL DUE:</b>
		<b>\$2,990.80</b>

You have the right to cure the default. To cure the default, on or before July 25, 2010, BAC Home Loans Servicing, LP must receive the amount of \$2,990.80 plus any additional regular monthly payment or payments, late charges, fees and charges which become due on or before July 25, 2010.

The default will not be considered cured unless BAC Home Loans Servicing, LP receives "good funds" in the amount of \$2,990.80 on or before July 25, 2010. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. BAC Home Loans Servicing, LP reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before July 25, 2010, the mortgage payments will be accelerated with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. As such, the failure to cure the default may result in the foreclosure and sale of your property. If your property is foreclosed upon, the Noteholder may pursue a deficiency judgment against you to collect the balance of your loan, if permitted by law.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, BAC Home Loans Servicing, LP and the Noteholder shall be entitled to collect all fees and costs incurred by BAC Home Loans Servicing, LP and the Noteholder in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument and as permitted by law.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

Please write your account number on all checks and correspondence.  
We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.

BUONI&ENV 8705 07/11/2008

**Payment Instructions:**

- Make your check payable to BAC Home Loans Servicing, LP
  - Don't send cash
  - Please include coupon with your payment

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

**August Number**

Account Number: 1  
Abdel Echeverria & Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907-1942

BAC Home Loans Servicing, LP  
PO BOX 650070  
Dallas, TX 75285-0070

Balance Due for charges listed above: \$2,990.80 as of June 25, 2010.  
Please update e-mail information on the reverse side of this coupon.

Please update e-mail information on the reverse side of this coupon.

Page 6

第10章

— 2 —

5869900586322563122\*\*

If you are unable to cure the default on or before July 25, 2010, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- Repayment Plan: It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least  $\frac{1}{2}$  of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- Loan Modification: Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- Sale of Your Property: Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- Deed-in-Lieu: Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by July 25, 2010 as outlined above will result in the acceleration of your debt.

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 1-800-569-4287. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 1-800-877-8339.

Time is of the essence. Should you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-800-399-1762. Our office hours are between Mon - Fri, 8am to 9pm Eastern Time.

Sincerely,

Loan Counseling Center

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

E-mail use: Providing your e-mail address below will allow us to send you information on your account.  
Account Number: 22583127  
Abdiel Echeverria & Isabel Santamaria E-mail address:

**How we post your payments:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan, and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks:** Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

Shaw. In addition, even though they attached a required certificate under penalty of perjury as required in Florida for foreclosure filings, they did not attach a copy of the Assignment of Mortgage or the Power of Attorney.

We then began to analyze the new Assignment of Mortgage (AOM) filed on September 2, 2015. The AOM is criminally fraudulent as well (See Exhibit H). The foreclosure mill law firm (Marinosci) representing Carrington prepared the assignment and requested that once recorded, the assignment should be returned to them (Marinosci Law Group, P.C.). in Fort Lauderdale, Florida. The Assignment of Mortgage was notarized in Orange County California. Orange County California is the epi-center of this fraud machine.

Marinosci Law Group, without a specific printed name of counsel and only the signature (any employee could have signed it since there is only a signature and FBN: 106884 and not a printed name or title identifying the person who actually signed it who appears to look like the first name is possibly Sophie), filed a Notice of Lis Pendens in conjunction with the creation of the foregoing noted Assignment of Mortgage which the Marinosci Law Group itself created for the purposes of effectuating a foreclosure in the name of the Plaintiff (Carrington) against us.

Also attached to the lis pendens /foreclosure complaint is now a “Certificate of Note Possession” for which now claims that the foreclosure mill-type law firm Marinosci (specifically Molly Carey) reviewed the collateral file which contained the “Original Note”. We (defendants) highly doubt that the foreclosure mill law firm Marinosci has viewed the original note or that it even exists especially since the originating lender is Taylor, Bean & Whitaker. They likely viewed a “copy” of the alleged original note. Exhibit I

Also attached to the foreclosure complaint is a copy of a Notice of Intent to Accelerate dated June 25, 2010 threatening us to pay \$2,990.80 of the total monthly charges allegedly due of \$3,639.81 before July 25, 2010. There are serious problems in attaching this Intent to Accelerate document to the complaint and testifying under oath. This is also fraud upon the court and proof of mail fraud. On June 25, 2010, we were only behind ONE month not at least three months as indicated in this Notice. The monthly payment was approximately than \$1,250.00 a month. Therefore, Bank of America was trying to extort from us an additional \$2,400.00+ that we did not owe. We were also supposed to be in a loan modification review at that time since January 2010. We were not aware at that time that Bank of America was embezzling money from our mortgage account and applying them illegally to foreclosure fees instead of towards our payments. Bank of America was trying to “justify” on paper that we were three (3) months behind (when we were not) so that they can initiate foreclosure and give the appearance that they were doing so according to HUD regulations. This is further proof of the illegal activities perpetrated against us filed in court.

Exhibit J

DATE: 08/10/2009 12:19:19 PM

FILE #: 2009067891 OR BK 05237 PG 1472

RECORDING FEES 10.00

## SATISFACTION OF MORTGAGE/SECURITY DEED/DEED OF TRUST

APN:

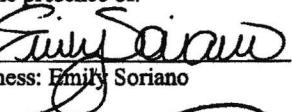
Property Address: 3018 NE 25<sup>th</sup> CT Ocala, FL 34479

KNOWN ALL MEN BY THESE PRESENTS: That **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** the beneficial owner whose address is: P.O. Box 2026. Flint, MI 48501-2026 said Holder of that certain Mortgage/Security Deed/Deed of Trust executed by: **Marisol Silva**, a single person, to N/A. as Trustee, and **Taylor, Bean & Whitaker Mortgage Corp.**, Lender of Record, dated 11/30/06, and recorded in Official Records Book 04662 Page 0265, Instrument Number 2006200231, of the Public Records of Marion County, Florida, Securing that certain note in the principal sum of One Hundred Ten Thousand Nine Hundred Thirty Nine and nno/00—(\$ 110,939.00). And certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County, described to wit:

**As described in said recorded Mortgage**

Hereby acknowledge full payment and satisfaction of said Note and Mortgage/Security Deed/Deed of Trust, and surrenders the same as cancelled, and hereby directs the Clerk of the said Circuit / Superior Court to cancel the same of record.

Signed, Sealed and delivered on 8/7/2009  
in the presence of:

  
witness: **Emily Soriano**

  
witness: **Andrea Finchum**

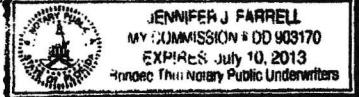
State of Florida

County of Marion

On this day before me personally appeared Erla Carter-Shaw, personally known to me to be the Vice-President of Mortgage Electronic Registration Systems, Inc.; that the foregoing instrument was signed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said Corporation.

Witness my hand and seal this day of 8/7/2009

My commission expires



  
Notary Public State of FL

**Return to and Prepared by: Andrea Finchum**

Taylor, Bean & Whitaker, Attn: Release & Reconveyance Dept 1417 N Magnolia Avenue, Ocala, Florida 34475  
TBW Loan No.: 1447269 MIN No.: 100029500014472694



DATE: 03/15/2010 12:55:50 PM

FILE #: 2010023058 OR BK 05330 PGS 0838-0839



Prepared by and return to:  
Shapiro & Fishman, LLP  
10004 N. Dale Mabry Highway, Suite 112  
Tampa, FL 33618  
S&F No.: 09-147777

RECORDING FEES 18.50

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This area above this line is for the use of recording official

### ASSIGNMENT OF MORTGAGE

**Taylor, Bean & Whitaker**, ("Assignor"), C/O Shapiro & Fishman, LLP, 10004 N. Dale Mabry Highway, Suite 112, Tampa, FL 33618, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, transfer and set over unto **BAC Home Loans Servicing, LP**, ("Assignee"), C/O Shapiro & Fishman, LLP, 10004 N. Dale Mabry Highway, Suite 112, Tampa, FL 33618, the following described Mortgage(s) recorded in the Public Records of Marion County, State of Florida, together with the note of obligation described in said Mortgage(s), and the money due and to become, due thereon, with interest as therein provided, pursuant to section 701.02, Florida Statutes.

Date of Mortgage: June 11, 2007  
Mortgage Recording Date: June 18, 2007  
Clerk's File Number: 2007082149  
Book Number: 04819  
Page Number: 1099

Legal Description:

LOTS 69, 70, 71 AND 72, BLOCK A, OF BREEZEWOOD ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK F, PAGE 109, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN YEAR: 2000, MAKE: AUGUSTINE, VIN#: GMHGA6030000728A AND VIN#: GMHGA6030000728B, MANUFACTURED HOME, WHICH IS PERMANENTLY AFFIXED TO THE ABOVE DESCRIBED LANDS. AS SUCH IT IS DEEMED TO BE A FIXTURE AND A PART OF THE REAL ESTATE.

Original Mortgagors: Yolanda Chisholm, a Single Woman

IN WITNESS WHEREOF, Assignor has caused these presents to be executed this 17th day of February, 2010.

Taylor, Bean & Whitaker

By: Erla Carter-Shaw

Exec. V-P

(CORPORATE SEAL)

STATE OF FLORIDA }  
COUNTY OF HILLSBOROUGH }  
MARION }



Laura Nigels  
Laura Nigels  
Vice President

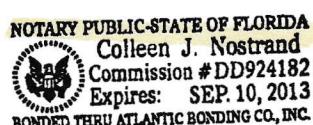
I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements of the above referenced duly authorized signatories of Erla Carter-Shaw and Laura Nigels, who are personally known to me and did take an oath and who are to me well known to be the persons described herein and who executed the foregoing Assignment of Mortgage and duly acknowledged before me and executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, said County and State, this 17th day of February, 2010

Colleen J. Nostrand  
\*NOTARY PUBLIC  
Name of Notary: COLLEEN J. NOSTRAND  
Commission NO. DD 924182  
My Commission Expires: 09/10/13

S&F No.: 09-147777

(SEAL)



12/16/08 1:58:49  
BK 2,974 PG 609  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This document was prepared Morris & Associates, 2309 Oliver Road  
Monroe, Louisiana 71201 Telephone: 318-330-9020

INDEXING INSTRUCTIONS:

Lot 98, Sec B-2, North Creek Subdivision, Sec 20, T18, R8W, DeSoto County, MS.

APPOINTMENT OF TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

WHEREAS, on the 17th day of January, 2003, Robert W. Kirk and Tamatha M. Kirk, Husband and Wife executed a Deed of Trust for the use and benefit of Southpoint Financial Services, Inc. said Deed of Trust recorded in the land records in the office of the Chancery Clerk of DeSoto County, Mississippi in Book 1646 Page 701, and

WHEREAS, on the 25<sup>th</sup> day of August, 2008, by Corrective assignment, Southpoint Financial Services, Inc. assigned said Deed of Trust unto Taylor, Bean & Whitaker Mortgage Corporation, by instrument recorded in the land records in the office of the Chancery Clerk of DeSoto County, Mississippi in Book 2942 and Page 342 and Re-Recorded in Book 3971, orig Page 715

WHEREAS, at the time of execution of the above Deed of Trust the parties thereunto did not designate a Trustee in said Deed of Trust; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referred to above; and

WHEREAS, under the terms of said Deed of Trust and M.S.A. 89-1-63(3), the beneficiary or any assignee is authorized to appoint a Trustee; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 25<sup>th</sup> day of August 2008.

Taylor, Bean, & Whitaker Mortgage Corporation

Name and Title: Erla Carter-Shaw, Executive Vice-President

STATE OF Florida  
COUNTY OF: Marion

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Erla Carter-Shaw known personally to me to be the Executive Vice-President of the within named Taylor, Bean, & Whitaker Mortgage Corporation, and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said Corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 25<sup>th</sup> day of August 2008.

2

NOTARIAL SIGNATURE: MARIA ANTONIETTA MIGNOSA  
MY COMMISSION EXPIRES: 09/10/08

F08-2399  
tbd





RELEASED	<input type="checkbox"/>
INDEXED	<input checked="" type="checkbox"/>
ABSTRACTED	<input checked="" type="checkbox"/>
SCANNED	<input checked="" type="checkbox"/>

**ASSIGNMENT OF  
CERTIFICATE OF SALE**

(1)

*First American Title  
Insurance Company*

For value received, Mortgage Electronic Registration Systems, Inc as nominee for Taylor, Bean & Whitaker Mortgage Corp. with the address of 1417 N. Magnolia Avenue, Ocala, FL 34475, grants, bargains, sells, transfers and assigns to Taylor, Bean & Whitaker Mortgage Corp. ("Assignee"), whose mailing address is 1417 N. Magnolia Avenue, Ocala, FL 34475, its legal representatives and assigns, all right, title and interest in that certain Certificate of Sale dated June 9, 2009, on the following described property:

UNIT 4108-423 OF TETON MOUNTAIN LODGE  
CONDOMINIUMS, TETON COUNTY, WYOMING, ACCORDING  
TO THAT PLAT RECORDED IN THE OFFICE OF THE TETON  
COUNTY CLERK ON AUGUST 6, 2002 AS PLAT NO. 1058, AS  
FURTHER DEFINED AND DESCRIBED IN THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RECORDED AUGUST 6, 2002 IN BOOK 465 OF PHOTO, PAGE  
632-664

with an address of 3385 West Village Drive #423, Teton Village, WY 83025.

Together with all improvements thereon situate and all fixtures and appurtenances thereto,

which was sold at a foreclosure sale on June 9, 2009, and the Certificate of Sale was filed on June 9, 2009, at Reception No. 0753454 in Book 732 at Page 322 in the records of the County Clerk and ex-officio Register of Deeds in and for Teton County, Wyoming.

Assignee shall be substituted in the full place and stead of Assignor and shall take all legal action he may deem proper or necessary in connection with the Certificate of Sale assigned.

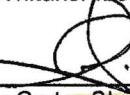
All acts, assignments and transfers under this assignment and all rights of the parties under this assignment shall be governed by the laws of the State of Wyoming.

All agreements of the parties are contained in this assignment which cannot be modified except by written instrument signed by all parties.

Dated this 16th day of October, 2009.

GRANTOR: MORTGAGE ELECTRONIC REGISTRATION  
GRANTEE: TAYLOR BEAN AND WHITAKER MORTGAGE CORP  
Doc 0763014 bt 744 pg 7-8 Filed At 16:07 ON 11/09/09  
Sherry L. Daigle Teton County Clerk fees: 11.00  
By Michele Fairhurst Deputy

Mortgage Electronic Registration  
Systems, Inc as nominee for Taylor  
Bean & Whitaker Mortgage Corp.

By   
Erla Carter-Shaw  
Title: Vice President

Printed Name: Erla Carter-Shaw

ACKNOWLEDGEMENT

STATE OF Florida )  
COUNTY OF Marion ) SS  
                    )

On the 16th day of October, 2009, personally appeared before me Erla Carter-Shaw who, being duly sworn, acknowledged he/she is the Vice President of Mortgage Electronic Registration Systems, Inc as nominee for Taylor, Bean & Whitaker Mortgage Corp., and executed said instrument on their behalf.

Witness my hand and official seal.

NOTARY PUBLIC-STATE OF FLORIDA  
Loren Bonner  
Commission #DD892765  
Expires: MAY 25, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title (and Rank)

My Commission Expires:

My Commission Expires  
05-25-2013

#102  
850 E Taylor, Bean

B1745 P 569

Prepared by and return to:  
Susan Loveday  
Taylor, Bean & Whitaker Mortgage Corp.  
1417 N. Magnolia Avenue  
Ocala, Florida 34475

TBW File No: 420459

432162

MIN: 1000295-0000420459-0

3614/14

**ASSIGNMENT OF  
MORTGAGE / SECURITY DEED / DEED OF TRUST**

FOR VALUE RECEIVED, The undersigned grants, assigns and transfers to:

**Mortgage Electronic Registration Systems, Inc., its successors and assigns, as nominee for Taylor, Bean & Whitaker Mortgage Corp., its successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026**

All rights, title and interest in and to that certain Mortgage/ Security Deed / Deed of Trust, dated 06-25-03 executed by: DICK M WHEELER, A SINGLE MAN AS HIS SOLE AND SEPARATE PROPERTY

To:THE HURRICANE MORTGAGE COMPANY, IN, A MISSISSIPPI CORPORATION

Recorded on: 07-21-03, in Book/Volume No. 1571 , Page 817 , as Document / Instrument No. 409314, in the public records of MADISON County, State of MISSISSIPPI, as well as to the land described therein.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage/ Security Deed / Deed of Trust.

Signed, and delivered

**The Hurricane Mortgage Company, Inc., A  
Mississippi Corporation**

in the presence of:

*Cathy Buchanan*  
WITNESS CATHY BUCHANAN

BY: *Erla Carter-Shaw*  
Erla Carter-Shaw, Attorney-in-fact

*Virginia E. Parker*  
WITNESS VIRGINIA E. PARKER

State of Florida  
County of Marion

On this 2<sup>nd</sup> day of February 2004, before me, a Notary in and for the State and County aforementioned, personally appeared Erla Carter-Shaw, who are personally known to me to be the Attorney-in-fact respectively, of the corporation named herein; who, being duly sworn by me, did state that said instrument was signed and on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that they acknowledge said instrument to be the free act and deed of said corporation .



Notary Public

LINDA A. TAYLOR

**B1745 P 570**

**Legal Description**

Lot 14, Huntington Place Subdivision, revised, according to Plat Cabinet C, Slide 140, in the Registers Office for MADISON County, Mississippi to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Dick M. Wheeler by deed from Roland K. Hale, Jr. filed for record in Book 483, Page 540, Registers Office for MADISON county Mississippi, dated 3/26/01.

Property address known as: 1520 Huntington Place, Ridgeland, Mississippi 39157

MADISON COUNTY MS This instrument was  
filed for record 2004, February 24, at 9:00 A.M.

Book 1745 Page 569  
ARTHUR JOHNSTON, C. C.  
BY: Jha D.C. 

K0788PG0548

216644

Prepared by:  
Morris & Associates  
2309 Oliver Road  
Monroe, Louisiana 71201  
Telephone: 318-330-9020

Return To:  
Morris & Associates  
2309 Oliver Road  
Monroe, Louisiana 71201  
Telephone: 318-330-9020

SW 1/4 of the NE 1/4 of Sec 3, T-2-N, R-9-E, Pike Co., MS

SUBSTITUTION OF TRUSTEE

STATE OF MISSISSIPPI  
COUNTY OF Pike

WHEREAS, on the 25th day of January, 2007 and acknowledged on the 25th day of January, 2007, William E Lampton and Kay Lampton aka Kay B Lampton executed a Deed of Trust to Prestige Title, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc. beneficiary, which Deed of Trust is on file and of record in the office of the Chancery Clerk of Pike County, Mississippi, in Deed of Trust Record at Book 743 at Page 694 Document/Instrument # 195790 ; and

WHEREAS, the undersigned is the present holder and beneficiary of the Deed of Trust referenced to above; and

WHEREAS, under the terms of said Deed of Trust, the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

NOW, THEREFORE, the undersigned holder of said Deed of Trust does hereby appoint and substitute Emily Kaye Courteau, as Trustee, the said Emily Kaye Courteau, to have all rights, powers and privileges granted the Trustee in said Deed of Trust.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said Foreclosed property to the SECRETARY OF VETERANS AFFAIRS, an officer of the United States of America, or the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, or whosoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers on this 15<sup>th</sup> day of April, 2009.

Mortgage Electronic Registration Systems, Inc. as nominee for Taylor, Bean, & Whitaker Mortgage Corp.

BY: Erla Carter-Shaw, Vice President

STATE OF Florida  
COUNTY OF Marion

PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Erla Carter-Shaw, Vice President known personally to me to be the

Erla Carter-Shaw, Vice President of the within named Mortgage Electronic Registration Systems, Inc., nominee for Taylor, Bean, & Whitaker Mortgage Corp. and that (s) he executed and delivered the within and foregoing instrument on the day and year therein mentioned for and on behalf of said corporation, and as its own act and deed for the purposes therein mentioned, having been first duly authorized so to do.

WITNESS my signature and official seal on this, the 15<sup>th</sup> day of April, 2009.

*Kathy D. Aderholt*  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 09/02/2009  
F09-1028  
snw



STATE OF MISSISSIPPI  
PIKE COUNTY  
I CERTIFY THIS INSTRUMENT  
WAS FILED AND RECORDED

2009 APR 24 PM 1:11

REC'D. \_\_\_\_\_ U.C.C.

WITNESS. \_\_\_\_\_ SEAL

*Douglas E. Clark*  
CLERK

**2009051004**

TRACEY 2686/394



LT1-2-2009051004-1

Prepared by & return to:  
 The Florida Default Law Group, PL  
 John Mesker *New House Title*  
 9119 Corporate Lake Drive, Suite 300  
 Tampa, Florida 33634  
 File Number: R09100152

**OFFICIAL RECORDS**  
BK: 2686 PG: 394

(Space Above This Line For Recording Data)

### Special Warranty Deed

This Special Warranty Deed made this 31st day of August, 2009 between **Taylor, Bean & Whitaker Mortgage Corp.**, whose post office address is 1417 N. Magnolia Avenue, Ocala, Florida 34475, grantor, and **Federal Home Loan Mortgage Corporation**, whose post office address is 5000 Plano Parkway, Carrollton, Texas 75101, grantee:

(Whenever used herein the terms grantor and grantees include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in the Hernando, to-wit:

THE SOUTH 379 FEET OF THE WEST 345 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 20 EAST, HERNANDO COUNTY, FLORIDA; LESS RIGHT OF WAY FOR HAYMAN ROAD "F/K/A STATE ROAD 420".

Parcel ID #: R21 423 20 0000 0080 0021



LT2-2686-394-1

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.  
 Signed, sealed and delivered in our presence:

*Judith DiGiorgi*  
Judith DiGiorgi  
*Kathleen Pierson*  
Kathleen Pierson

Taylor, Bean & Whitaker Mortgage Corp.

BY: *Erla Carter-Shaw*  
Erla Carter-Shaw, Executive Vice President

State of Florida  
County of Marion

09/21/2009 4:11PM # Pages 1  
Filed & Recorded in Official Records of  
HERNANDO COUNTY CLERK OF COURT  
KAREN NICOLAI

The foregoing instrument was acknowledged before me this 31st day of August, 2009, by Erla Carter-Shaw, Executive Vice President, for and on behalf of Taylor, Bean & Whitaker Mortgage Corp., who is/are personally known to me or has/have produced personally known as identification.

RECORDING FEES \$ 10.00  
DEED DOC STAMP \$ 0.70  
09/21/2009 Deputy Clerk

*Loren Bonner*  
Notary Public  
Printed Name: *Karen Bonner*  
My Commission Expires: *5/25/2013*

NOTARY PUBLIC-STATE OF FLORIDA  
Loren Bonner  
Commission #DD892765  
Expires: MAY 25, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

acknowledged before me and executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, said County and State, this 17<sup>th</sup> day of February, 2010

*Colleen J. Norstrand*  
\*NOTARY PUBLIC  
Name of Notary: COLLEEN J. NORSTRAND

RE: 14 South Street, Wayland, MA

In witness whereof the said Taylor, Bean and Whitaker Mortgage Corp.

Has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by

Erla Carter-Shaw its Executive Vice-President

  
  
By Erla Carter-Shaw

Erla Carter-Shaw

February 8, 2010

STATE OF FLORIDA

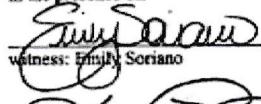
COUNTY OF MARION

On this 8<sup>th</sup> day of February, 2010, before me, the undersigned notary public, personally appeared Erla Carter-Shaw as Executive Vice-President, of Taylor, Bean and Whitaker Mortgage Corp., who I have personal knowledge of identity, to be the person whose name is signed on the

As described in said recorded Mortgage

Hereby acknowledge full payment and satisfaction of said Note and Mortgage/Security Deed/Deed of Trust, and surrenders the same as cancelled, and hereby directs the Clerk of the said Circuit / Superior Court to cancel the same of record.

Signed, Sealed and delivered on 8/7/2009  
in the presence of:

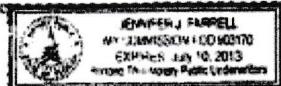
  
witness: Emily Soriano  
  
witness: Andrea Finchum

State of Florida  
County of Marion

On this day before me personally appeared Erla Carter-Shaw, personally known to me to be the Vice-President of Mortgage Electronic Registration Systems, Inc.; that the foregoing instrument was signed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said Corporation.

Witness my hand and seal this day of 8/7/2009

My commission expires:



JENNIFER FARRELL  
NOTARY PUBLIC  
STATE OF FLORIDA  
COMMISSION #OD60370  
EXPIRES July 10, 2013



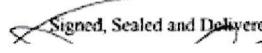
Return to and Prepared by: Andrea Finchum

Taylor, Bean & Whitaker, Attn: Release & Reconveyance Dept 1417 N Magnolia Avenue, Ocala, Florida 34475  
TBW Loan No.: 1447269 MIN No.: 100029500014472694



TO HAVE AND TO HOLD the same unto the said party of the second part in fee simple.  
AND the said party of the first part does hereby covenant with the said party of the second part that, except as above noted, that at the time of the delivery of this deed the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

Dated this 8<sup>th</sup> day of March, 2007.

 Signed, Sealed and Delivered in Our Presence:

Vice President

Taylor, Bean & Whitaker

By: 

Erla Carter-Shaw

Exec. V - P

101 NE 2nd Street, Ocala, FL 34471

► Taylor, Bean and Whitaker Mc

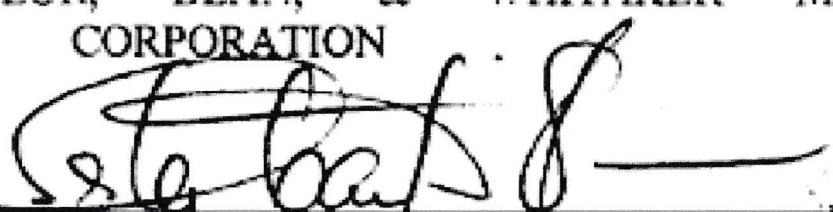
BY: 

Erla Carter-Shaw

Mortgage Electronic Regis

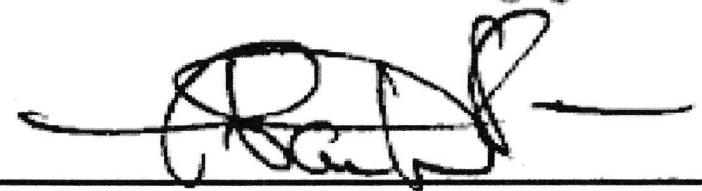
Erla Carter-Shaw, Vice P  
101 NE 2nd Street, Ocala,

CORPORATION

By: 

Erla Carter-Shaw, Executive Vice President

Taylor, Bean & Whitaker Mortgage

By: 

Vice President

---

Taylor, Bean & Whitaker

By: 

Erla Carter-Shaw

Exec. V - P

Common Stockholder

► Taylor, Bean and Whitaker Mc

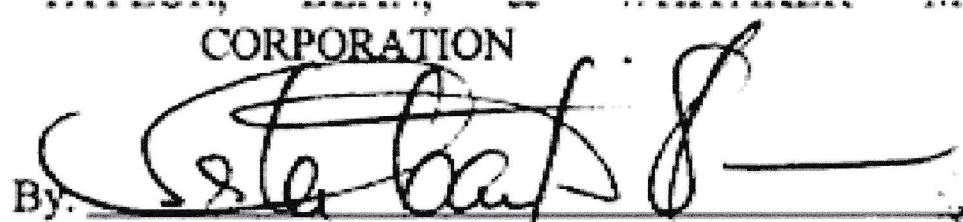
BY: 

Erla Carter-Shaw

Mortgage Electronic Regis

Erla Carter-Shaw, Vice P  
101 NE 2nd Street, Ocala,

CORPORATION

By: 

Erla Carter-Shaw, Executive Vice President

Taylor, Bean & Whitaker Mortgage

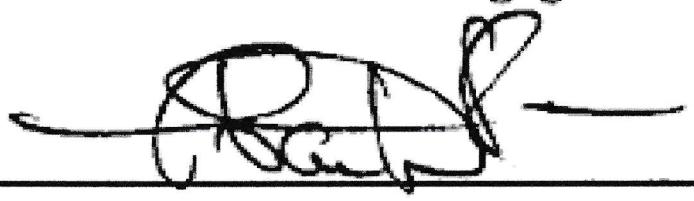
By: 

Exhibit K

Bank of America  
450 American Street  
Simi Valley, CA 93065-6285

December 3, 2013

In the Matter of:

Abdiel Echeverria &  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907

Priority Mail: 9410 8036 9930 0050  
8590 32

Alleged Loan No: 022563127  
FHA CASE NO: 094-5376646-703

### **NOTICE OF FRAUD AND INTENT TO LITIGATE**

This is our Constructive Notice to you that we have discovered extensive fraud in regard to the mortgage and transactions associated with it on certain real property as noted below. It has come to our attention that you are involved in the attempted foreclosure on our property at 499 Cellini Ave NE, Palm Bay, Florida 32907 according to notices you submitted recently to us, where documented fraud has occurred. This is your Constructive Notice that evidence in this matter has been personally delivered to the FBI and SECRET SERVICE, for investigation and prosecution, resulting from violations of Federal Law including, but not limited to, COUNTERFEITING and CONSPIRACY TO DEFRAUD as outlined in the attached documents.

Information, including your identity, and what appears to be your participation in these violations of Federal Law, has been provided to the above named Federal Agencies, and local authorities, for investigation and prosecution.

If you were not previously aware of the above mentioned fraudulent and criminal activity, and may be an innocent party in this matter, I would urge your utmost cooperation with the authorities investigating this matter as well as ceasing all of your activities relating to the ongoing foreclosure action. If, however, you would choose to move forward in ANY manner and participate in ANY way in the attempted foreclosure action referenced above, you will demonstrate your complicity and willingness to be a party to the COUNTERFEITING and CONSPIRACY TO DEFRAUD now that you have been noticed and will become subject to potential criminal prosecution and civil litigation for damages.

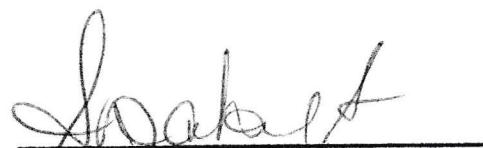
You have hereby been legally notified of this fraud and your involvement, whether knowingly or unknowingly, and you therefore may make no future claim of a lack of knowledge of these criminal activities, and your participation therein, which could absolve you of liability or culpability. It is my intent to pursue any and all legal remedies against any and all participants regarding these fraudulent acts. The bonding companies of those involved will be notified of claims regarding the civil matters. Conduct yourself accordingly.

**\*\*\*TAKE NOTICE\*\*\***

This is but one part of a substantial nationwide investigation, by law enforcement, of the mortgage industry and the complicit fraud therein, and is not some random "internet document" that was found and printed out and sent to you as some kind of scare tactic. This is a very real and serious matter that IS being, and WILL be, pursued with all those who are identified as being complicit in any fraud being prosecuted to the fullest extent of the law and civil action taken to recover damages.



**Abdiel Echeverria**



**Isabel Santamaria**

Carrington Loan Services, LLC  
1610 East Saint Andrew Place  
Suite B150  
Santa Ana, CA 92705

February 23, 2015

In the Matter of:

**Abdiel Echeverria &  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907**

**U.S. Priority Mail: 9410 8036 9930 0065 1754 86**

**Alleged Loan No's: 6000002968; 022563127; 2417954**

FHA CASE NO: 094-5376646-703

**NOTICE OF FRAUD AND INTENT TO LITIGATE**

This is our Constructive Notice to you that we have discovered extensive fraud in regard to the mortgage and transactions associated with it on certain real property as noted below. It has come to our attention that you are involved in the servicing and threats of attempted foreclosure on our property at 499 Cellini Ave NE, Palm Bay, Florida 32907 according to notices you submitted recently to us, where documented fraud has occurred. This is your Constructive Notice that evidence in this matter has been personally delivered to the FBI, SECRET SERVICE and the U.S. Department of Justice for investigation and prosecution, resulting from

violations of Federal & State Law including, but not limited to, COUNTERFEITING, FORGERY, WIRE FRAUD, MAIL FRAUD and CONSPIRACY TO DEFRAUD as outlined in the attached documents.

Information, including your identity, and what appears to be your participation in these violations of Federal & State Laws, may be provided to the above named Federal Agencies, and local authorities, for investigation and prosecution.

You have recently expressed in a letter dated January 14, 2015, that your company, Carrington Mortgage Services, LLC is “the current investor/trustee/note holder/owner” of this fraudulent mortgage loan. CMS is also the current “servicer” of this alleged loan “with rights to enforce the terms of the security instruments and collect on the debt”. Please be aware that this alleged loan is the subject of current litigation and will be the subject of an upcoming civil and criminal lawsuit regarding the crimes explained herein.

If you were not previously aware of the above mentioned fraudulent and criminal activity involved in this subject loan, and may be an innocent party in this matter, we would urge your utmost cooperation with the authorities investigating this matter as well as ceasing all of your activities relating to any upcoming fraudulent foreclosure/collection action. If, however, you would choose to move forward in ANY manner and participate in ANY way in any attempted foreclosure action referenced above, you will demonstrate your complicity and willingness to be a party to the COUNTERFEITING,

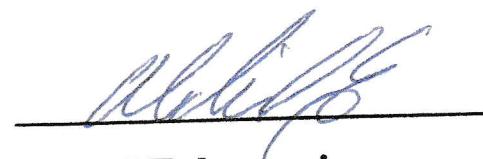
PERJURY, FORGERY, MAIL FRAUD, WIRE FRAUD and CONSPIRACY TO DEFRAUD now that you have been noticed and will become subject to potential criminal prosecution and civil litigation for damages. Please be aware that this notification and any complicity to these crimes or lack of cooperation thereof will be used as evidence in a court of law against you.

You have hereby been legally notified of this fraud and your involvement, whether knowingly or unknowingly, and you therefore may make no future claim of a lack of knowledge of these criminal activities, and your participation therein. It is our intent to pursue any and all legal remedies against any and all participants regarding these fraudulent criminal acts. The bonding companies of those involved will be notified of claims regarding the civil matters. Conduct yourself accordingly.

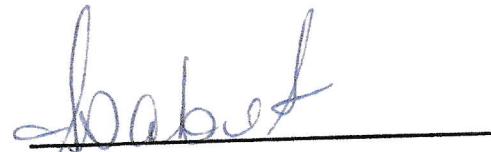
**\*\*\*TAKE NOTICE\*\*\***

This is but one part of a substantial nationwide investigation, by law enforcement, of the mortgage industry and the complicit fraud therein, and is not sent to you as some kind of scare tactic. This is a very real and serious matter that is being, and WILL be, pursued with all those who are identified as being complicit in any fraud being prosecuted to the fullest extent of the law and civil action taken to recover damages.

Dated this 23<sup>rd</sup> day of February, 2015



**Abdiel Echeverria**



**Isabel Santamaria**

## Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

## Click-N-Ship® Label Record

Signature Confirmation™ :  
**9410 8036 9930 0065 1754 86**

Trans. #:	327181915	Priority Mail® Postage:	\$5.05
Print Date:	02/23/2015	Signature Confirmation:	\$2.35
Ship Date:	02/23/2015	(Electronic Rate)	
Expected		Total:	<b>\$7.40</b>
Delivery Date:	02/26/2015		

From: ABDIEL ECHEVERRIA  
499 CELLINI AVE NE  
PALM BAY FL 32907-1942

To: CARRINGTON LOAN SERVICES, LLC  
1610 E SAINT ANDREW PL  
STE B150  
SANTA ANA CA 92705-4931

\* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



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intend to litigate

Exhibit L

# **FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS AND THE CIRCUIT COURT RECORDS OSCEOLA COUNTY, FLORIDA**

## **PART 1 OF 2: SECTIONS 1 - 4**



**EXAMINATION CONDUCTED BY DK CONSULTANTS LLC  
SAN ANTONIO, TEXAS  
July 14, 2014 - December 20, 2014**

**REPORT ISSUED: December 29, 2014**

## **INTRODUCTION**

The forensic examination of the real property records of Osceola County, Florida was commissioned by Armando Ramirez, a duly elected public official with the title of Clerk of the Circuit Court of Osceola County, Florida. In all times and places within this report, the Clerk of the Circuit Court shall be hereinafter referred to as "Clerk".

In Florida, the Clerks of the Court have a dual role as both a clerk of the official records (which contain vital statistics as well as real property records, the focus of this examination) and as clerks of the circuit courts in the counties which they serve. It is this Clerk's opinion, being autonomous from legislative and judicial influence, that it is his moral duty to the property owners of Osceola County to conduct a comprehensive forensic examination of not only his Court Records but also of his Official Property Records in light of the ongoing foreclosure crisis.

While the Florida Statutes do not specifically state that among the duties of the Clerks is to be concerned with the integrity of the records they were elected to maintain, there is nothing in the Statutes that prohibit the Clerks from engaging the services of examiners to review and investigate the records as to whether the records violate civil or criminal statutes by virtue of their submission for recordation or filing with said Clerks. Thus, it appears that the Clerk in question desired to undertake such a task, believing that the records he was duly elected to maintain have been compromised as to their integrity. To that end, the Clerk took it upon himself to investigate and seek out examiners worthy of such a task, a specialty which proffers very few contenders, and entered into a contract with DK Consultants LLC, a Texas-based limited liability company, that performs such tasks. DK Consultants LLC did not solicit the Osceola County Clerk.

By mutual agreement, specific filing dates of June 1, 2012 through June 1, 2014 were selected as target filing dates; however, there was nothing prohibiting the examiners from conducting a forensic examination outside of those target dates if they found probable cause to search outside of those parameters where alleged criminal violations would apply; such was the case here.

It was the initial intent of this Clerk to have this forensic examination and investigation conducted of his records due to the current state of suspect affairs surrounding certain corporate entities operating within the United States and the State of Florida that appear to have tainted his real property and court records with false, misrepresentative and malicious filings that have not only comprised the integrity of the records he was duly elected to maintain, but also may have committed crimes against the people of the State of Florida as well as against the real property owners of Osceola County, Florida. The Clerk therefore contractually retained the examiners to conduct such an investigation by virtue of a comprehensive forensic examination, which initially took place between July 14 through July 18, 2014, and continued thereafter until the time the results of the examination were released in this report. There appears to be probable cause to believe that criminal activity within both sets of these records did in fact occur.

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**COMPREHENSIVE FORENSIC EXAMINATION OF THE  
REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

**Lender Legal Services, LLC, 201 East Pine Street, Suite 730, Orlando, FL 32801**

**Marinosci Law Group, 100 W. Cypress Creek Road, #1045, Fort Lauderdale, FL 33309**

**McCalla Raymer, LLC, 225 East Robinson Street, Suite 660, Orlando, FL 32801**

**Peirson Patterson, LLP, 4400 Alpha Road, Dallas, TX 75244**

**Pendergast & Morgan, P. A., 6675 Corporate Center Pkwy., Ste. 301, Jacksonville, FL 32216**

**Phelan Hallinan, PLC, 2727 West Cypress Creek Road, Ft. Lauderdale, FL 33309**

**Quintairos, Prieto, Wood & Boyer, P.A. law firm (255 S Orange Ave., Ste. 900, Orlando, FL 32801-3454**

**Robertson, Anschutz & Schneid, P.L., 3010 N. Military Trail, Suite 300, Boca Raton, FL 33431**

**Rutherford Mulhall, P.A., 2600 North Military Trail, 4th Floor, Boca Raton, FL 33431-6348**

**Shapiro & Fishman, LLP, 10004 N. Dale Mabry Highway, Suite 112, Tampa, FL 33622-5018**

**Smith, Hiatt & Diaz, P.A., P. O. Box 11438, Fort Lauderdale, FL 33339-1438**

**David J. Stern, P. A., 900 South Pine Island Road, Suite 400, Plantation, FL 33324-3920**

**Law Offices of Michael Storey, 1380 North Courtenay Parkway, Merritt Island, FL 32953**

**Tripp Scott, P. A., 110 S.E. 6th Street, 15th Floor, Fort Lauderdale, FL 33301**

**Van Ness Law Firm, PLC, 1239 E. Newport Center Dr., Ste. 110, Deerfield Beach, FL 33442**

**Ward, Damon, Posner, Pheterson & Bleau, P.L., 4420 Beacon Circle, West Palm Beach, FL 33407**

**Weltman, Weinberg & Reis Co. L.P.A., 550 W. Cypress Creek Road, Suite 550, Fort Lauderdale, FL 33309**

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

**The Assignment of Mortgage, in effect, resulted in the apparent improper taking of the property because Christiana Trust:**

- (a.) was taking a property whose mortgage loan was allegedly non-performing at the time the Assignment was drafted; and**
- (b.) the issues involving the LPOA would have negated the Assignment.**

**Thus, there is probable cause for violation of Florida Criminal Code § 817.535 and Florida RICO statute violations. See *Section Six*, Case No. 123 (Klein) for a complete analysis.**

### **Marinosci Law Group, P.C.**

**(MARINOSCI EX. 1) CFN#2012050138, electronically recorded on 04-02-2012 (first mortgage, preceded by CFN#2012044448, electronically recorded on 03-28-2012 (second mortgage)**

The earlier Assignment (**CFN#2012044448; second mortgage loan**) appears to have been relied upon when Daphne Blum Tako (FBN51621) filed a Notice of Lis Pendens (**CFN#2012162828**) on 11-05-2012 in a foreclosure case against the Defendants, Jose A. Baez Sanchez et al (Case No. 2012 CA 4961).

Signors: Jeanine Abramoff and Srbui Muradyan, both claiming to be Assistant Secretaries of MERS in an alleged Assignment using MERS (as a standalone Assignor; using an address belonging to Metro Detective Agency in Danville, Illinois) to allegedly assign a mortgage and note into a closed Countrywide CWHEQ, Inc. Revolving Home Equity Loan 2007-D REMIC trust (using an address that appears to belong to Bank of New York Mellon in Chicago, Illinois).

Notary: Violet Thomas-Hicks (California Notary Commission No. 1820527; expired)

Witnesses: Talisha Wallace, Bad Kamyabi (known robosignor)

The latter Assignment (**CFN#2012050138; first mortgage loan**) appears to have been relied upon when Daphne Blum Tako (FBN51621) filed a Notice of Lis Pendens (**CFN#2012162828**) on 11-05-2012 in a foreclosure case against the Defendants, Jose A. Baez Sanchez et al (Case No. 2012 CA 4961).

Signors: Amanda Stackhouse and Chester Levings, both claiming to be Assistant Secretaries of MERS in an alleged Assignment using MERS (as a standalone Assignor; using an Ocala, Florida address, ignoring MERSCORP policies which prohibit the use of that address after December 6, 2010) into a closed Deutsche Alt-A 2007-OA4 REMIC trust (using Wells Fargo Bank, N.A.'s Master Servicer address in Columbia, Maryland).

Notary: Cynthia R. Goldbeck (California Notary Commission No. 1808746; expired)

Witnesses: Beverly Brooks, Rene Rosales

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

There are multiple issues with these Assignments as they relate to the current case file, to wit:

- (1) The Assignments of Mortgage contain scribbled signatures of all of the signors executing the document, a marker of document robosigning;
- (2) The Assignments of Mortgage contain rubber-stamped names, titles and dates, common markers of document manufacturing (sped-up document processing);
- (3) False and misrepresentative addresses for BOTH Assignor and Assignee;
- (4) The documents were prepared by Bank of America employees without the purview of the signors of the documents; thus, they lacked personal knowledge of the alleged details contained within the documents;
- (5) The documents were certified by the Notaries under penalty of perjury under the laws of the State of California;
- (6) MERS, as party of the first part does NOT have an interest in the Note; thus, it cannot transfer something it does not have an interest in. It can only transfer the Mortgage; thus, there is an issue with bifurcation, which is in conflict with the Florida Courts' assumption that the Mortgage allegedly "follows" the Note and does not precede it;
- (7) The alleged Note proffered as an exhibit to the Complaint shows two (2) indorsements. The first appears to have been affixed by employees of Bank of America's ReconTrust unit (the Laurie Meder stamp) showing an endorsement from Countrywide Bank, FSB to Countrywide Home Loans, Inc. The second stamp is an indorsement-in-blank from Countrywide Home Loans, Inc. (using the stamp naming Michele Sjolander, whose **deposition is included as a USB Exhibit** to this report), who may have not personally affixed this stamp to the Note. Both endorsements were undated; thus, there is no demonstration of when effective transfer of the Note and Mortgage occurred; and
- (8) The transfers, as recorded in the real property records of Osceola County, Florida are void because the effective date of the transfers needed to occur in 2007 and not 2012, in violation of both REMIC trust's Pooling and Servicing Agreements.

Thus, without the dates proving effective transfer of the Note in either instance (the second mortgage was not shown, yet there appears a separate claimant not named in the Complaint here), there are issues with standing to bring a foreclosure action. In light of the two misrepresentative Assignments, there is probable cause to believe that at least two violations of Florida Criminal Code Section 817.535 have occurred.

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

It further appears that Karen A. Green (FBN628875) is also involved with this case, to which the pendency is still showing as active with a status hearing set for December 3, 2014.

### **(MARINOSCI EX. 2) CFN#2012116511, recorded by presentment on 09-09-2012**

In this apparent Marinosci Law Group manufactured document, it appears that Bank of America, N.A. (as successor by merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP; using an old address belonging to Countrywide, now belonging to Bank of New York Mellon) employees were directed to execute an Assignment of Mortgage prepared by Marinosci Law Group in favor of HSBC Bank USA, N.A. as Trustee for a closed Deutsche Bank Alt-A Securities 2006-OA1 trust (using a NY, NY address for the trust).

Signor: Lewis Wilson (purporting to be an Assistant Vice President)

Notary: LaSena Harvill (Texas Notary Commission expires 05-25-2015; still valid)

Witnesses: Myeisha Lofton, Edwin Hill

Issues: This Assignment follows a previously-recorded Bank of America-generated Assignment of Mortgage (CFN#2011143239) on 10-13-2011 wherein Bank of America employees (using a Columbia, Maryland address that doesn't appear to be valid) used MERS (as Assignor; with an address in Ocala, Florida that violates MERSCORP's own policies), to self-assign a mortgage to one of its subsidiaries, BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP. On July 26, 2012, Marinosci, by and through its attorney Matthew Slowik (FB-N92553), filed a Notice of Lis Pendens in conjunction with the creation of the foregoing first-noted Assignment which the Marinosci Law Group itself created for the purposes of effectuating a foreclosure in the name of the Plaintiff trust against Kissimmee residents Awilda Molfulleda and Carlos Simons. The series of a self-assignment and an attorney-directed assignment is suspect for F.C.C. 817.535 and RICO violations.

### **(MARINOSCI EX. 3) CFN#2012138820, recorded by presentment on 09-25-2012**

In this apparent Marinosci Law Group manufactured document, it appears that Bank of America, N.A. (as successor by merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP; using an old address belonging to Countrywide, now belonging to Bank of New York Mellon) employees were directed to execute an Assignment of Mortgage prepared by Marinosci Law Group in favor of HSBC Bank USA, N.A. as Trustee for a closed Deutsche Bank Alt-A Securities 2006-OA1 trust (this time using a Buffalo, NY address for the trust).

Signor: Robert Scott Moran (purporting to be an Assistant Vice President)

Notary: James L. Zurlis (Texas Notary Recommission expires 01-28-2017; still valid)

Witnesses: Ricky Trent Bolds, Kevin Anthony Middleton

Issues: This Assignment preceded the filing of a Notice of Lis Pendens of a Complaint to Foreclose by the Marinosci Law Group (Case No. 2012 CA 4960) against Ramon L. Snachez of Kissimmee. A Final Judgment of Foreclosure was issued in this case and the property was sold to HSBC as Trustee, showing a New York, New York address (not a Buffalo, NY address as before). A Certificate of Title was recorded as CFN#2014129706.

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

### **(MARINOSCI EX. 4) CFN#2012138868, recorded by presentment on 09-25-2012**

In this apparent Marinosci Law Group manufactured document, it appears that Bank of America, N.A. (as successor by merger to BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP; using an old address belonging to Countrywide, now belonging to Bank of New York Mellon) employees were directed to execute an Assignment of Mortgage prepared by Marinosci Law Group in favor of HSBC Bank USA, N.A. as Trustee for a closed Deutsche Bank Alt-A Securities 2007-OA1 trust (using a Buffalo, NY address for the trust).

Signor: Kevin Anthony Middleton (purporting to be an Assistant Vice President; a noted witness on the previous Marinosci-directed Assignment)

Notary: Maxine P. Luster (Texas Notary Recommission expires 01-23-2018; still valid)

Witnesses: Robert Scott Moran, noted signor on the previous Marinosci-directed Assignment; Kimberly Tetta Sumrall (known robosignor for Bank of America)

Issues: This Assignment follows a previously-recorded Bank of America-generated Assignment of Mortgage (CFN#2011106273) on 08-04-2011 wherein Bank of America employees (using a Columbia, Maryland address that belongs to Wells Fargo Bank as Master Servicer for thousands of REMIC trusts) used MERS (as Assignor; with an address in Ocala, Florida that violates MERSCORP's own policies), to self-assign a mortgage to one of its subsidiaries, BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing, LP. The series of a self-assignment and an attorney-directed assignment is suspect for F.C.C. 817.535 and RICO violations. The trust (through Security Connections, Inc. in Idaho, filed a Satisfaction of Mortgage on the property on 05-08-2014 as CFN#2014064258; see *Security Connections* heading for details on this Release of Lien. This may have been as the result of the sale of the home in order to retire the issues with the lien.

**EXAMINER'S NOTES:** In all three of the foregoing Marinosci instances, there are common denominators prevalent, to wit:

- (1) The assignments all appear to have been manufactured by Marinosci Law Group employees (attorney supervision unknown);**
- (2) All of the key assignments here were filed at the direction of Marinosci Law, following precedent assignments wherein Bank of America, N.A. used MERS to self-assign the documents in-house;**
- (3) There are numerous document manufacturing markers common to all three (3) Assignments (i.e. "fill in the blank template forms", "interchangeability of signors", etc.); and**
- (4) All three notaries signing the key assignments all have \$7,500 bonds that the State of Florida can file a claim against, especially in light of criminal allegations.**

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

### **(MARINOSCI EX. 5) CFN#2013000186, recorded by presentment on 01-02-2013**

Bank of America, N.A. employees appear to have manufactured an assignment of mortgage using MERS as nominee for defunct Countrywide Home Loans, Inc. (using Metro Detective Agency's address in Danville, Illinois) to attempt assignment to a closed CWHEQ, Inc. 2006-S10 REMIC trust. CoreLogic's computer system appears to have been used as part of the digital information highway to relay hearsay information amongst the parties. Several robosigning and document manufacturing markers present. Keith Lehman (FBN85111) appears to have electronically filed a Notice of Lis Pendens (CFR#2014033371; Case No. 2014-CA-0596) on behalf of Bank of America, whose interests do not match what is on the assignment (the trust allegedly owns the note, not Bank of America). A previously-recorded (electronically filed on May 2, 2012) assignment (CFN#2012065786) shows Bank of America employees again using MERS (standalone)'s Metro Detective Agency address in Danville, Illinois to convey to self-assign the mortgage to Bank of America, N.A. (using a Freddie Mac address of 8609 Westwood Center Drive, Vienna, VA 22182-2215; (703) 760-2000). Thus, it appears that Freddie Mac may have an unrecorded interest in the property, which further subjects the property belonging to Jose and Lisa Galloway to further issues with their chain of title and to potential double liability. BOTH Freddie Mac and the Trust cannot own the same note and the trust is closed, so how could it accept a non-performing loan? The court records indicate the case is still pending; however, the manufactured documents do not indicate that Bank of America, N.A. may have standing to foreclose and that Bank of New York Mellon as Trustee (which does not have standing either as it does not possess ownership either, has to explain how Bank of America owns the note that has allegedly been conveyed into a non-performing trust. It appears that Keith Lehman (FBN85111) filed a Complaint of Foreclosure on behalf of Marinosci Law Group (Case No. 2014 CA 0596) on behalf of Bank of America, N.A. (v. Jose A. Galloway, Jr. et al); the case file is attached.

**(MARINOSCI EX. 6; CFN#2014033371).** The REMIC trust also appears to have filed an Answer and Petition to Share in the Surplus of the Sale, yet this Assignment of Mortgage shows that Bank of America employees transferred the mortgage into the closed trust, a year before the Notice of Lis Pendens was filed. Whatever the case, it appears that the law firm relied on the information contained in the Assignment and instead named the trust as a Defendant, even though the information in the Assignment said otherwise, presenting suspect issues for consideration.

### **(MARINOSCI EX. 7) CFN#2013004439, recorded by presentment on 01-09-2013**

The Marinosci Law Group, P.C. directed that this document be returned to the law firm after recording despite directions in the heading of the document to return it to Bill Koch at Select Portfolio Servicing, Inc. ("SPS") The document purports to assign the mortgage using MERS as nominee for then-defunct Accredited Home Lenders, Inc. c/o SPS at its Salt Lake City address. The document purports to assign the mortgage (but not specifically the Note) to U. S. Bank, N.A. as Trustee for a closed 2005-3 REMIC trust.

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

The signer of the document, Greg Ott, claims to be signing as Vice President for MERS, yet there is no additional language to indicate the Assignor's full identity or nominee status above Ott's signature, which is scribbled, another marker of robosigning.

Notary: Kyle J. Sterner (Utah Notary Commission #659205)

Witnesses: Luisa Alfonso, Ana Novakovich (names rubber stamped below their signatures)

Issues: The document contains manufacturing markers and small, type-written print at the bottom of the document indicative of template use. The filing of this document appears to have been used in tandem with the foreclosure action commenced against the property of Darryn and Melinda Crist of Saint Cloud, Florida. The Notice of Lis Pendens was filed by Nazieh Zeheer (Florida Bar #92172) on behalf of the law firm on June 4, 2013 (Case No. 2013 CA 2156; CFN#2013008256). Co-counsel for U. S. Bank was Wendy S. Griffith from Pearson Bitman, LLP of Maitland, Florida. Final judgment of foreclosure was rendered on April 14, 2014 by Circuit Judge Miller (CFN#2014054800; filed 04-21-2014). **The property was later sold and Certificate of Title issued to American Residential Leasing, LLC of Scottsdale, Arizona (CFN#2014107317; filed 07-29-2014).**

There is reason to believe that U. S. Bank never received the paperwork in compliance with the PSA and thus did not own the note with the right to enforce it in Court. It should also be noted here that it took two (2) law firm's participation to argue this case for the Plaintiff.

### **(MARINOSCI EX. 8) CFN#2013172867, recorded by presentment on 11-04-2013**

This Notice of Lis Pendens (Case No. 2013 CA 3775 MF) was filed following the recordation of an Assignment of Mortgage prepared by Bank of America, N.A. and executed by its employees (most of them known robosignors in Ventura County, California) on March 16, 2012 and recorded as CFN#2012040499 on 03-22-2012.

The entire document package was procured for review and supplemental items are attached to this Exhibit as previously noted at the beginning of this document review. The Verified Complaint was filed by Nazish Zaheer (FBN92172), which appears to have relied on the Assignment, previously filed as noted. America's Wholesale Lender ("AWL") is named as the Original Mortgagor in the Assignment; however, even though it appears that Bank of America, N.A. employees are utilizing MERS as a "standalone assignor". This presents certain issues discussed below, to wit:

- (1) The Assignment is from MERS (not as nominee for anyone); however, America's Wholesale Lender is listed and the attached case from Seminole County, Florida, where it appears that Osceola County, Florida Judge Robert Pleus also presides, has ruled in the case of *Bank of America, N.A. v. Nash* (Case No. 2011 CA 4389) that because AWL was not registered to do business in the State of Florida, the original mortgage was invalid. This a copy of the case is attached as part of this Exhibit package;

**COMPREHENSIVE FORENSIC EXAMINATION OF THE  
REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

**Select Portfolio Servicing, Inc. (Salt Lake City, Utah)**

Select Portfolio Servicing, Inc. (hereinafter “SPS”) is another servicer who appears to have “long arms” when it comes to alleged Limited Powers of Attorney or in the alternative, uses LPOA’s in its claims of foreclosure when in fact, such LPOA’s may in fact, NOT exist. Thus, the Examiner believes that in every foreclosure instance involving this entity, if attorney in fact status is alleged, then this must be verified.

**(SPS EX. 1) CFN#2013004439, recorded by presentment on 01-09-2013**

**SPS signers used MERS as nominee for defunct (2009) Accredited Home Lenders, Inc. to assign mortgage to a closed 2005-3 REMIC trust; prepared by someone other than signers.**

**Prepared by: Bill Koch (alleged employee of SPS) under the direction of Marinosci Law Group for what appears to be an intent to effectuate a foreclosure complaint.**

**Signor: Greg Ott, who claims to be a Vice President of MERS, as nominee for the defunct 2009 corporation; using SPS’s Salt Lake City address to misrepresent the true address of the defunct lender**

**Notary: Kyle J. Sterner (Utah Notary Commission No. 659205; still active)**

**Witnesses: Luisa Alfonso, Ana Novakovich**

**Issues: Robosigned (scribbled) signatures; rubber stamps; direction of Florida law firm; prepared by a third-party who may have relied on hearsay third-party information in the preparation of the document.**

**Selene Finance LP**

**(SELENE EX. 1) CFN#2013000046, electronically filed on 01-02-2013**

This entity (apparently manufacturing a document to benefit a third-party debt collector) appears to have attempted assignment using MERS as nominee for Decision One Mortgage Company, LLC (not as attorney-in-fact) to assign a mortgage to Consumer Solutions, LLC. Consumer Solutions however, filed a Notice of Lis Pendens (Case No. 2009-CA-0845; CFN#2009020508). To add more confusion to the scenario, Selene Finance LP also caused an assignment to be prepared and filed as CFN#2012135630, which attempted to convey the mortgage from MERS as nominee for Decision One to its own closed RMOF REO 2011-1 Trust. How then could Selene turn around and reconvey a “trust” interest outside of the PSA to Consumer Solutions, who filed suit in 2009 against Camilo and Isabel Valdera, when in fact, it didn’t allegedly own the note until 2013? The attempted foreclosure proceeding was dismissed; however, the intent was to record a series of manufactured assignments to prove an interest to be able to foreclose.

**COMPREHENSIVE FORENSIC EXAMINATION OF THE  
REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

**V. Attorney Opinion Statement of Jennifer Englert, The Orlando Law Group, P.A.**



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3855 Avalon Park East Boulevard  
Orlando, Florida 32828-4853

Tel: 407.512.4394  
Fax: 407.982.7250

December 28, 2014

Armando Ramirez  
Clerk of the Circuit Court  
Osceola County, Florida  
2 Courthouse Square  
Kissimmee, Florida 34741

Dear Mr. Ramirez:

I have been a member of the Florida Bar since 1999. I have defended over one hundred home owners in foreclosure matters and I have seen first-hand how the banks and their servicers have harmed home owners in Florida. I have taken foreclosure cases to trial in Osceola County.

I have been following the actions of Attorneys General of other states with interest to see if they will take any action against those taking homes without the proper paperwork in place. Further, I have been following any cases that address foreclosures to see if there is any relief for home-owners.

While there has not been much in Florida in the way of legislation to assist homeowners in foreclosure matters there are indications and the Legislature does want foreclosures to be done honestly.

Rule 1.110(b), Florida Rule of Civil procedures was amended to require verification of mortgage foreclosure complaints involving residential real property. The primary purpose of this amendment is clearly to provide incentive for the plaintiff to appropriately investigate and verify its ownership of the note and the ability to foreclose on it. It also shows the need to conserve judicial resources that are currently being wasted on inappropriate foreclosures and to avoid harm to defendants resulting from suits brought by plaintiffs not entitled to enforce the note.

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

Rule 1.110(b) requires a clean, plain statement of accuracy by the person who actually verifies the truth of the claims made, and who is identified as being in a position to actually do so. It would seem that the investigation set forth in the report illustrates many cases in Osceola County alone where the individuals who verified Complaints and supporting affidavits were not qualified to do so or lacked the pertinent knowledge to do so. This alone warrants further investigation.

Throughout the report the Examiner found a clear pattern where “users” of the MERS® System used it to benefit corresponding (originating) lenders, interim funding lenders and warehouse aggregate lenders, who make use of investor money through the pass-through exchange without perfecting the transactions in a timely fashion. Borrowers as well as the applicable government regulatory agencies were unaware notes and mortgages would be converted into image files, to be manipulated and traded within the MERS® System so that no one would know their ultimate path (or whether the loans were fractionalized over multiple trust pools in deviation of GAAP) in the securitization system. MERS appears to have been utilized in RICO-style fashion to cover up the chain of title to make it “fit” into a pattern where the real property records were used to show the path of the mortgage, while the bearer paper (manufactured and manipulated by computer) has been used as evidence in court time after time to foreclose on homeowners. In no other litigation scenario has such unreliable evidence been used on such a regular basis.

Unfortunately members of the bar have been complicit in the efforts of MERS and its users. I am sure the reader is aware of the several attorneys and law firms which have been disciplined and closed due to their behavior in foreclosure litigation as well as the abatement of foreclosure cases due to their behavior. In my fifteen years as a bar member this is unprecedented.

As someone who has dealt with these firms for the past five years I can say that many do their best to hide discovery document, sell notes prior to trial and do whatever else they can to keep defense attorneys from being able to talk to needed witnesses and review the pertinent documents until trial. As Judges have mandates to move these cases along, continuances to get the needed information are virtually non-existent.

The attached report exists to bring light to the abuses of MERS and the court system to improperly foreclose on homeowners. The Examiner found evidence of several statutory violations which will be outlined in the remainder of my letter.

First, in order to perpetuate the scheme of robo-signing and the creation of false affidavits, Florida Statute § 817.15 was violated in that false entries were made to add corporate officers to the books of banks and servicers with intent to defraud which is a felony of the third degree. These false entries were to create new officers so that they could sign assignments and other documents to allow foreclosures to sail through. Creating false officers also violates Florida Statutes §817.155 and §817.16.

## **COMPREHENSIVE FORENSIC EXAMINATION OF THE REAL PROPERTY RECORDS OF OSCEOLA COUNTY, FLORIDA**

These statutory violations are minor compared to the actions the “fraudulent officers” perpetrated. A highlight of the report is violations of § 817.535 of the Florida Statutes which prohibits filing of false documents or records against real or personal property. A person who files or directs a filer to file false documents with the intent to defraud or harass another commits a felony of the third degree. Repeating this act is a felony of the second degree.

There are also obvious civil penalties which could be addressed with the findings of any criminal investigation which would be a further deterrent to this type of behavior.

The report includes many examples of fraudulent documents which purport to claim under oath that the signor had personal knowledge of the facts attested therein which contained false and misrepresentative information with the intent to deprive the property owner of their property in violation. The “MERS® System” then utilized fraudulent documents to manipulate data in third-party computer software platforms generated and utilized by document manufacturing plants and foreclosure mill law firms to create, manufacture and file documents containing questionable and potentially false and misrepresentative information under the direction of the servicers and title companies to bring fraud on the court.

These actions also consist of forgery in violation of Florida Statutes § 831.01 as MERS, the banks and servicing companies falsely made, altered and counterfeited thousands of public records, in matter wherein such certificate, return or attestation was received as legal proof; with intent to injure or defraud any person, which is a felony of the third degree. By publishing the forged instruments including false deeds, instruments or other writings mentioned in § 831.01 knowing the same to be false, altered, forged or counterfeited, with intent to injure or defraud employees of MERS, its users and the applicable law firms were guilty of a felony of the third degree in violation of § 831.02.

The report also outlined statutory violations pursuant to § 117.105 for all the evidence of false and fraudulent notary work based on false acknowledgment on the written instrument which are each felonies of the third degree.

It is clear in the report there is vast evidence of violations of several Florida criminal statutes by MERS, its users and some law firm personnel. From there it is easy to establish under RICO, Florida Statute § 895, an “Enterprise” (a corporation, business trust, or other legal entity) engaged in a “pattern of racketeering activity,” (at least two incidents of racketeering conduct that have the same or similar intents, results, accomplices, victims, or methods of commission or that otherwise are interrelated by distinguishing characteristics and are not isolated incidents.) The Examiner has documented several hundred pages of incidents where documents were falsely created in order to foreclose on homeowners which is a clear pattern of activity. The sole purpose of generating the documents was to have “evidence” to use in a Court of law at summary judgment and trial.

**COMPREHENSIVE FORENSIC EXAMINATION OF THE  
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It is practically impossible to poke holes in these documents as they are verified by witnesses who clearly had no role in creating them who simply testify that according to a computer system they can see in their office the documents are genuine.

As a member of the Bar I do hope that action is taken against the manufacturers of false documents as they have been so extensively used to the detriment of so many citizens in our Courts. Had these documents not been so easily available then there would not have been nearly as many foreclosure cases which cluttered dockets and prevented so many from getting a fair trial. All of this is incongruous with our legal system.

Sincerely,

Jennifer A. Englert, Esq.

December 2, 2013

Federal Bureau of Investigation  
5525 West Gray Street  
Tampa, FL 33609  
Phone: (813) 253-1000

RE: Securities Counterfeit Crime

Abdiel Echeverria  
Isabel Santamaria  
499 Cellini Ave NE  
Palm Bay, FL 32907  
*(321) 750-6697*

*Mailed by US  
Priority Mail on:  
December 3, 2013*

Dear Sir/Madam,

We believe that we are the victims of an ongoing crime regarding the foreclosure action on property that I own. We were notified that foreclosure proceedings have been initiated on our property located at 499 Cellini Ave NE, Palm Bay, Florida 32907 and believe there is substantial securities fraud as well as other crimes that have occurred or are occurring at the present time.

On August 2, 2011, we first notified the FBI about this crime via email. After this initial email, we soon discovered more ongoing criminal activity.

After spending time studying financial matters, the law, and making inquiries of, and having discussions with, knowledgeable persons regarding the origination of the purported loan on the property and after having a forensic audit conducted on the subject loan; we have discovered that there has been, what certainly appears to be, a counterfeit copy of the Mortgage Note presented as proof of claim by a certain group of people, including, but not limited to, agents of the mortgage company Bank of America and attorneys working with them.

We believe there is a conspiracy for quite some time to take our property unlawfully through foreclosure using counterfeit securities as evidence of a purported debt and believe there are multiple individuals involved in this crime. We have made demands that the individuals involved provide proof of their claim through the presentation, for our inspection, of the original documents signed at closing as evidence that they are, in fact, the holder in due course of the purported obligation. They have refused to do so and instead have only made a forged "copy" of the documents allegedly signed at closing available for inspection.

These copies are, in fact, "counterfeit securities" as described under 18 U.S.C. § 474 and in the documentation accompanying this letter, and multiple persons have been, or are currently, in possession of multiple copies of said counterfeit securities. We believe the "original" wet ink signature documents (securities) have been bundled and sold for profit and are not able to be produced as required by law and this is fraud being committed to steal my property through the counterfeiting of securities.

Attached to this letter is a certified "Assignment of Mortgage" copy of the fraudulent document containing forgeries created on July 18, 2011 and filed in the Brevard Clerk of Courts on July 20, 2011 that has been provided as proof in this matter. Please also find attached a COPY of our Note endorsed by Erla Carter-Shaw, a known robo-signer and other signatures for comparison. This document (securities) has been illegally counterfeited and continuously scanned as a legitimate document which it is not. It is obvious it does not meet the requirements under 18 U.S.C. § 474 as a "copy" of a security and is therefore a **counterfeit security** presented as evidence to attempt to defraud us. We also believe that this activity has occurred through communications across state lines and we strongly believe it falls under RICO statute violations as a result.

Accompanying this letter and attachment is much more comprehensive information with substantial legal citations of what appears to be happening in this case. It appears that this is not, by any means, an isolated situation. We believe it is your responsibility and duty to investigate this criminal matter, immediately and completely, to identify those involved, gather evidence, and pursue whatever criminal charges may be appropriate against the individuals and entities named herein. We trust that you will take the appropriate measures in investigating this ongoing crime.

We fully understand that any action that would need to be taken by me to make any claims for damages are a civil matter and would have to be litigated separately in court by me. This information is provided to you to make you aware of a crime in progress and give you a background as to what is happening so you may move forward in your investigation more rapidly.

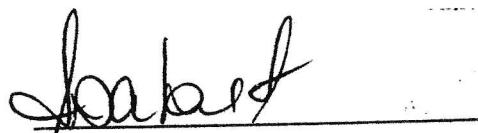
We will gladly provide any and all assistance to assist you in your investigation of this matter including additional documents and/or information that you may request. Other offices of your agency in other parts of the country are already aware, or are being made aware, of similar activities in their respective regions. I believe this is a systemic situation and I am not, by any means, the only victim of this kind of fraud.

We truly appreciate your cooperation in this matter.

Sincerely,



Abdiel Echeverria



Isabel Santamaria

## Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

## Online Label Record (Label 1 of 1)

Signature Confirmation™ Number:	
9410 8036 9930 0050 8253 72	
Paid Online	
Order Number:	281984011
Print Date:	12/03/2013
Ship Date:	12/03/2013
Delivery Date:	12/05/2013
Weight	1 lb 12 oz
Priority Mail® Postage:	\$5.32
Signature Confirmation.	\$2.20 (Electronic Rate)
Total:	\$7.52
From:	ABDIEL ECHEVERRIA 499 CELLINI AVE NE PALM BAY FL 32907-1942
To:	FEDERAL BUREAU OF INVESTIGATION 5525 W GRAY ST TAMPA FL 33609-1007

\* Commercial Base Pricing Priority Mail rates apply. Signature Confirmation service electronic fee required. Delivery information is not available by phone for the electronic rate. Refunds for unused postage paid labels can be requested online 30 days from the print date. A copy of the recipient's signature will be faxed or mailed upon request by visiting the web site listed below or calling 1-800-222-1811.



Thank you for shipping with the United States Postal Service!  
Check the status of your shipment on the Track & Confirm page at [usps.com](http://usps.com)