**T. Sevillano** real name is Tina  is robo signer-  she signs for Bofa, Mers, and Recontrust. Her document meets the following indicators of robo-signing :The name of the signing party is stamped on the documents in block letters. The date of the signature and the date of the notarization are not the same. The party who signed the document executed it as a representative of the servicer. The document purports to assign the mortgage or the deed of trust from the originator directly to the trust. The document that purports to assign the mortgage of deed of trust to the Trust was signed AFTER the cut-off date for the transfer of all such to the Trust pursuant to the Pooling and Servicing Agreement. The assignment of mortgage or deed of trust was filed or signed after the foreclosure proceeding began/was filed.   **Tina Sevillano a.k.a. T. Sevillano really works asTrustee Sales at Recon Trust Co** in Greater Los Angeles Area   **Lives at 950 Catalano Ct Fillmore**, CA 93015-1064 Home phone (**805) 516-9031**                                                        <http://www.linkedin.com/pub/tina-sevillano/15/106/a92> <http://abigailcfield.com/?p=562>                  <http://www.justanswer.com/real-estate-law/507ue-robo-signing-issue-resolved-found.html>                                                           <http://www.loansafe.org/forum/bank-america-home-loans/38735-question-regarding-nod-filing.html>   <http://www.foreclosurehamlet.org/profile/Jackdougherty?xg_source=activity> [www.caeb.uscourts.gov/documents/Judges/PreHearingDispositions/1102\_1030\_746M.pdfwww.caeb.uscourts.gov/documents/Judges/PreHearingDispositions/1102\_1030\_746M.pdf](http://www.caeb.uscourts.gov/documents/Judges/PreHearingDispositions/1102_1030_746M.pdf)

CA driver’s license A6279688 expires 8/17/14

Assignment Fraud: Giving courts and homeowners a document that claims a mortgage or deed of trust and sometimes the underlying note is being transferred with the signing of the document, when that’s blatantly false.

For example, [this assignment](http://www.scribd.com/doc/74532635/Home123-assignment), which was recorded in San Bernadino County, California on July 28, 2011 was “signed” with two initials by T. Sevillano, Assistant Secretary of Home123 Corporation, and claims the following:

“For value received, the undersigned hereby grants, assigns, and transfer [sic] to:

Deutsche Bank National Trust Company as trustee on behalf of the Certificateholders of the Morgan Stanley ABS Capital I Inc. Trust 2006-HE6, Mortgage Pass-Through Certificates, Series 2006-HE6

all beneficial interest under that certain deed of trust dated [] 2006…together with the note or notes therein described or referred to, the money due and to become due thereon with interest….

Dated: July 21, 2011.”

According to what this official, public document affecting private property rights in land says, T. Sevillano is an Assistant Secretary of Home123 Corporation and on July 21, 2011 Sevillano transferred a complete mortgage home loan, note and deed of trust, from Home123 to a securitization trust formed in 2006. Every single component of that narrative is false. Let us count the ways:

1) T. Sevillano is not in any meaningful sense an Assistant Secretary of Home123 any more than T. Sevillano is an Assistant Secretary of [MERS](http://www.scribd.com/doc/74378894/AsmtofDOT32010) or an Assistant Vice President of[Bank of America](http://www.scribd.com/doc/74378751/RivCountySubofTTEE). T. Sevillano is an employee on a document factory floor that has various “limited signing authority” authorizations that confer fancy-sounding titles for multiple entities.

T. Sevillano “signs” so many documents a day under these authorizations that she or he has switched to using just his or her initials.

Almost certainly the ultimate employer of T. Sevillano during the moment she is executing this assignment is the servicer of this mortgage, which is to say, the securitization trustee employing the servicer. That’s how it always works with MERS mortgages at least, and there’s no reason to think servicer employees/agents aren’t fabricating the paperwork for non-MERS loans.

I mean, it’s the servicer who knows the document is needed, so it’s the servicer who makes it happen. Home123 didn’t hire T. Sevillano and deputize him or her to assign the assets of Home123 to other companies. The trustee’s agent–the servicer–did, and so either directly or through its own agent(s), the trustee “assigned” the assets to itself.

2) Regardless of T. Sevillano’s ultimate employer, s/he is no longer authorized in any sense to transfer notes and mortgages for Home123. Home123 corporation is a subsidiary of New Century Mortgage and has been in bankruptcy in Delaware for a few years. (See [this post](http://abigailcfield.com/?page_id=108) for more.) Only the liquidation trustee or its agent can transfer assets from the bankrupt company. No way has T. Sevillano been so deputized. Don’t be confused by any [new Home123 incarnation](http://ml-implode.com/imploded/lender_Home123Mortgage_2007-04-13.html); the loan at issue in that assignment predated the bankruptcy and was issued by the original Home123.

[www.whatsignature.com](http://www.whatsignature.com)

Per the San Diego County Recorder’s Office, a Substitution of Trustee and Assignment of Deed of Trust (hereinafter "Forged Instrument") was recorded on September 14, 2010 bearing instrument number 2010-0483303. A true and correct copy is attached hereto as Exhibit 4 and incorporated herein by this reference. Plaintiffs allege that the Substitution of Trustee and Assignment of Deed of Trust is a FORGED INSTRUMENT because Flor Valerio unlawfully perpetrated as a MERS employee, and MERS could not appoint a trustee as declared on the instrument, because ¶ 24 of Plaintiffs' Deed of Trust mandates that only the Lender may appoint a Trustee, and MERS WAS NOT THE TRUE BENEFICIARY UNDER SAID DEED OF TRUST as defined in California Civil Code 2932.5. The FORGED INSTRUMENT also contains an invalid notary acknowledgement by Notary Public Ahmad Afzal.

Flor Valerio did not have authority from any party with Beneficial Interest as defined by Cal. Civil Code 2932.5, nor certification authority from MERS to execute said assignment. Said assignment lacks the corporate seal from MERS, and Valerio was not legally appointed certifying authority by MERS. Further, MERS cannot act alone, and the Principal directing the execution and fabrication of the documents lacks standing, hence the need to falsify and forge to institute foreclosure.

FLOR VALERIO lacked authority or capacity to execute said instrument.

**COLLUSION OF PARTIES**

Collusion of parties indicates unfair practices and taints validity of assignment of deed of trust. An “Assistant Secretary” for Defendant MERS, Flor Valerio assigned the Deed of Trust to DBNTC. Regardless of MERS’questionable interest, various conflicts of interest and possible notary fraud taint the assignment. The notary, T. Sevilliano works for Recontrust, The MERS agent Flor Valerio works for Recontrust. An agent named Nelson A. Hernandez collected mail sent to both DBNTC and Recontrust on the same day and signed for both.

The assignment of my Deed in Trust was signed by T Sevillano, a verified employee of Recontrust. In multi-hatted fashion she is signing for the beneficiary claiming, to be a vice secretary for MERS - who in similar dubious fashion is claiming to be the beneficiary.  
The just says the assignor cannot be the assignee as a matter of law.  
  
These are the various “exceptions" found in my documents using Ting’s method as a guideline.  
  
1. The NOD was not executed under the proper authority of the true beneficiary of record at that time.  
2. The NOD did not include an affidavit attesting to compliance with Cal. Civ. Code 2923.  
3. Assignment of the Deed of Trust is an improper document signed by a verified employee of the trustee, Recontrust, purporting to be a Vice president of MERS. An assignor cannot be an assignee.   
4. Invalid Substitution of Trustee because it was not executed by the beneficiary but was signed by a verified employee of the trustee.  
5. Documents notarized many days after the date they were signed  
6. Back dated documents.

[www.Loansafe.org](http://www.Loansafe.org)

1. Recontrust  
2. Bank of America  
3. MERS  
4. BONY (Bank of New York)

**# 1751758**out of **Ventura County california**. I researched and found out that her name is Tina but her Commission is expired on June 18, 2011 and not renewed. This is according to Notary Public Association and California State Officials. When we asked, if we can have her Journal and they said it is not turned in yet, which according to them they should get that after 30 days of expiration of their commission.  
By the way when I asked where is the place of her business and interestingly enough they said we have her as employee of RECONTRUST. KMBA called RECONTRUST on 5/29/13 and asked for her but they didn't know who she was.

There are literally dozens of cases throughout California where Ms. Sevillano is named as a Defendant. Here's a few cases where she's named the defendant in Ventura County.  
  
56-2012-00416880-CU-OR-VTA   
Randi Sorenson & Cody Sorenson trustees vs Bac Home 5/7/2012 Civil - Unlimited Other Real Property   
Sevillano, Tina (Defendant)  
  
56-2011-00407097-CU-OR-SIM   
Lori Mannarino vs. Bank of America NA 11/18/2011 Civil - Unlimited Other Real Property   
Sevillano, T (Defendant)  
  
56-2011-00399543-CU-BT-VTA  
Alejandro Rebollar vs. Americas Wholesale Lender 6/29/2011 Civil - Unlimited Business Tort   
Sevillano, T (Defendant)

# 2:2011cv10218

# Angie G Garabet v. Bank of America National Assoication et al

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| --- |
| Bank of America National Association, Does, Mortgage Electronic Registration Systems Inc, ReconTrust Company NationalAssociation, Tina Sevillano, US Bank National Association and Flor Valerio December 9, 2011 |

Tina Sevillano continues to avoid being served and has never been deposed as of May 29, 2013. Her Facebook account disappeared shortly after her notary commission expired in June 2011.

**ATTILIO ARMENI, PLAINTIFF(S),  
v.  
AMERICA'S WHOLESALE LENDER, ET AL., DEFENDANT(S).**  
The opinion of the court was delivered by: David O. Carter United States District Judge  
  
  
Plaintiff alleges that Deutsche Bank and BAC have engaged in unlawful, unfair, and fraudulent business practices, in violation of Cal. Bus. & Prof. Code &#167; 17200, et seq. (FAC &#182; 77.) The Unfair Competition Law ("UCL") provides that "unfair competition . . . include[s] any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising. . . ." Cal. Bus. & Prof. Code &#167; 17200. Because the statute is phrased in the "disjunctive," it is violated when there is an unlawful, unfair, or fraudulent act or practice. See Prata v. Super. Ct., 91 Cal. App. 4th 1128, 1137 (2001). Because Plaintiff's UCL claim is based in fraud - particularly with respect to allegations of robo-signing - Plaintiff must plead with particularity the circumstances constituting the fraud. See Kearns v. Ford Motor Co., 567 F.3d 1120, 1127 (9th Cir. 2009).Here, Plaintiff's claims are sufficiently particular to survive the motion to dismiss. Plaintiff alleges that "[o]n October 28, 2011, 'T. Sevillano,' purportedly an 'Assistant Secretary,' for MERS executed the purported Corporation Assignment of Deed of Trust. The Assignment alleges that for 'value received' Mortgage Electronic Registration Systems, Inc. ("MERS") granted, assigned, and transferred to Deutsche Bank National Trust Company, as Trustee for the Harborview Mortgage Loan Trust 2006-5, all beneficial interest in the Deed of Trust, together with the 'money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.' Plaintiff alleges that no such transfer ever occurred, and that 'T. Sevillano' lacked the corporate authority to sign on behalf of MERS and was never an 'Assistant Secretary' for MERS. In fact, Plaintiff further alleges that T. Sevillano is an employee of ReconTrust Company, Inc." Amended Complaint, &#182; 28. This allegation plausibly alleges the date of the fraud, the fraudulent act, and the parties involved in the fraud. This is sufficient to meet even the heightened pleading standard for fraud; in fact, it would be almost impossible for Plaintiff to uncover any additional details of the alleged fraud without the benefit of discovery. Further, the Court is concerned by the presence of almost identical allegations regarding the same alleged "robo-signer" in a recently filed case by different plaintiffs. See Chan Y Tang, et al. v. Bank of America, N.A., et al. (SACV 11-2048 DOC (DTBx)). Accordingly, Defendants' Motion to Dismiss Plaintiff's UCL claim is DENIED.