**MERS Info - MERS MILESTONE REPORT - Some Case law**

MERS Rules of Membership <http://www.scribd.com/doc/44806946/MERS-Rules-of-Membership-June-2009>

MERS Terms and Condition <http://www.scribd.com/doc/44807159/MERS-Terms-and-Conditions-2008>

MERS v. Nebraska Appellant Brief <http://www.scribd.com/doc/55493444/AppellantsBriefinMERSvNebraskaDeptofBankingFiled15Oct2004>

MERS v. Nebraska Court Opinion <http://scholar.google.com/scholar_case?case=2152232271081837686>

Depo MERS Sec. Bank of New York <http://www.scribd.com/doc/36745301/MERS-Full-Deposition-of-W-Hultman-Mers-Secretary>

Depo MERS CEO <http://www.scribd.com/doc/59506769/Depo-MERS-CEO-R-K-ARNOLD-2006>

Depo MERS Roy Diaz <http://www.scribd.com/doc/54401078/Depo-Roy-Diaz-Att-MERS-Vice-Pres-signed-Mortgage-Assignment>

Hearing Transcript Dalton v. Citi Mortgage MERS

<http://www.scribd.com/doc/32268745/FULL-COURT-TRANSCRIPT-WITH-FEDERAL-JUDGE-IN-NEVEDA-INJUNCTIVE-RELIEF-FOR-MERS-MORTGAGES-WHO-HAVE-UN-NAMES-DEED-TRUSTEE-TRY-AND-FORECLOSE>

Court Opinion Dalton v. Citi, MERS <http://scholar.google.com/scholar_case?case=9861944195251341090&q=dalton+v.+citimortgage&hl=en&as_sdt=2,10&as_vis=1>

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***MERS maintains a Servicer ID lookup page at:***

<https://www.mers-servicerid.org/sis/>

The information provided therein is thin and NOT uniformly useful. But it is FREE, INSTANT and can sometimes refute certain false averments made by the criminal foreclosure mills.  
  
Ownership information IS given for select investors that have authorized the release of this information. Fannie Mae is amongst those furnishing ownership information.  
  
In order to use the lookup, you will need the **MERS Identifier Number (MIN)** which appears on the first page of your mortgage.

**CASE LAW**

***Mortgage Electronic Registration Systems v. Azize***, Case No. 2D05-4544 , COURT OF APPEAL OF FLORIDA, SECOND DISTRICT, 965 So. 2d 151; 2007 Fla. App. LEXIS 2418; 32 Fla. L. Weekly D 546, February 21, 2007, Opinion Filed , Released for Publication October 23, 2007.  
<http://scholar.google.com/scholar_case?case=6009463802418245406>

Mers Assignment denied **Deutsche Bank Trust Co. Americas v Picon** [**http://www.nycourts.gov/reporter/pdfs/2011/2011\_31747.pdf**](http://www.nycourts.gov/reporter/pdfs/2011/2011_31747.pdf)

Arizmendi v. One West <http://www.msfraud.org/law/lounge/Arizmendi-v-One-west.pdf>

**Bank of NY v Alderazi -** An assignment by an agent without authority from the principal is a nullity. Plaintiff failed to provide any evidence that Countrywide had authorized MERS to assign its mortgage to Plaintiff. The Court denied the application with leave to renew upon a showing that Countrywide had authorized MERS to assign its mortgage to Plaintiff. <http://www.nycourts.gov/reporter/3dseries/2011/2011_50547.htm>

<http://livinglies.files.wordpress.com/2011/04/mann-order_br_cally_so_dist_salazar_vs_us_bank_denying_mfrs_mers_4_11_2011.pdf>

<http://findsenlaw.files.wordpress.com/2011/06/2011-06-06-hendricks-v-u-s-bank-michigan.pdf>

BONY v. Silverberg <http://www.nycourts.gov/reporter/3dseries/2011/2011_05002.htm>

The Court in RFC further held that MERS analysis ignores the fact

***WSJ*: "Oregon Judge Denies Foreclosure, Challenges MERS"**, by Nick Timoraos (May 26, 2011) [subscription $$$]

<http://blogs.wsj.com/developments/2011/05/26/oregon-judge-denies-foreclosure-challenges-mers/>

The story discusses the Oregon case ***Hooker v. Northwest Trustee Services, Inc.***:

<http://www.scribd.com/doc/56433445/Hooker-v-Northwest-Trustee-Opinion-and-Order-on-Motion-to-Dismiss-25-May-2011>

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| **Northwest Trustee Services, Inc.** and **MERS**) motion to dismiss, memorandum of law in support of motion to dismiss and declaration in support of the motion to dismiss at Scribd:  **Defendant's Motion To Dismiss** (14 Oct 2010)  <http://www.scribd.com/doc/56434419/Hooker-v-Northwest-Trustee-Motion-to-Dismiss-14-Oct-2010>  **Memorandum of Law in Support of Defendant's Motion To Dismiss** (14 Oct 2010)  <http://www.scribd.com/doc/56434851/Hooker-v-Northwest-Trustee-Memorandum-of-Law-14-Oct-2010>  **Declaration in Support of Defendant's Motion To Dismiss** (14 Oct 2010) [includes the Sept 2010 documents]  <http://www.scribd.com/doc/56435133/Hooker-v-Northwest-Trustee-DEFs-Declaration-14-Oct-2010>  *These documents can inform borrowers what it might look like if when the trustee / MERS/ servicer / foreclosure mill seeks to dismiss a borrower's declaratory action when brought in Federal Court.*  ***MERS MILESTONE REPORT*** [***WWW.MERSONLINE.ORG/MERS/MININFO/MINVIEWMILE***](http://www.mersonline.org/MERS/MININFO/MINVIEWMILES.JSP?P)***S.JSP?*** Ironically, in *Hooker*, the **MERS Milestone Report** was put into evidence by BAC and MERS. This almost never happens. To the contrary, in other cases, the servicer or MERS usually OBJECTS to production and will spend tens of thousands of dollars to seek protective orders when ordered to produce the Milestone Report. This is because very often, the MERS Milestone Report will PROVE both the fraudulent allegations appearing within the pleadings, the *perjury* of the robo-perjurers and the *forgery* of the false assignment given to the Court as evidence in a case.The document is introduced as an exhibit to the **"Supplemental Declaration of Stephen P. McCarthy"** filed in the Hooker case on January 31, 2011. It is Document 22 amongst the case filings in that matter:  <http://www.scribd.com/doc/58710228/Hooker-v-Northwest-Trustee-DEFs-Declaration-31-Jan-2011>  This is by no means the only MERS Milestone Report floating around. But since the servicer will very often SETTLE a case when the defendant actually obtains an MERS Milestone Report proving the servicer's criminality, very often this report never finds its way into the filings. *Here, the attorneys for BAC and MERS put it into evidence!*  There is some value in re-reading the *Hooker* decision in consideration of a look at the **MERS Milestone Report**. The Milestone Report played a very important role in the decision. See in particular the discussion on pages 3, as well as 9 and 10.  Also note that the decision informs us that the Milestone was produced as a result of **Judge Owen M. PANNER**'s Court Order  **Judge Jenefer Stenzel Grant expressly cited the decision in *Hooker v. Northwest Trustee Services* in her decision.** :***U.S. Bank, N.A. v. Flynn***, Case No. 11-8011 [http://www.scribd.com/doc/59032853/US-Bank-NA-v-Flynn-Columbia-Co-Oregon-23-Jun-2011](http://api.viglink.com/api/click?format=go&key=ccc2217bc2b75c4bdf5f7e57267f0464&loc=http%3A%2F%2Fssgoldstar.websitetoolbox.com%2Fpost%3Fid%3D5375456&v=1&libid=1310032343855&out=http%3A%2F%2Fwww.scribd.com%2Fdoc%2F59032853%2FUS-Bank-NA-v-Flynn-Columbia-Co-Oregon-23-Jun-2011&ref=http%3A%2F%2Fssgoldstar.websitetoolbox.com%2Fsearch%3Fsearchid%3D13551647%26trail%3D100&title=A%20New%20Leak%20in%20the%20MERS%20Dike%20in%20Oregon%3A%20U.S.%20Bank%2C%20N.A.%20v.%20Flynn%20-%20Mortgage%20Servicing%20Fraud%20Forum&txt=http%3A%2F%2Fwww.scribd.com%2Fdoc%2F59032853%2FUS-Bank-NA-v-Flynn-Columbia-Co-Oregon-23-Jun-2011)  **Another interesting and possibly noteworthy *dissent* in a recent Ohio appellate case involving MERS**. The alleged assignment is based on the mortgage which designated MERS as an agent for the purpose of servicing the note and mortgage. Nothing in that document purported to transfer to MERS any interest in the real estate or the repayment of moneys loaned, except as the servicing agent for the lender. :  ***Countrywide Home Loans Servicing, L.P. v. Shifflet***, CASE No. 9-09-31, COURT OF APPEALS OF OHIO, THIRD APPELLATE DISTRICT, MARION COUNTY, 2010 Ohio 1266; 2010 Ohio App. LEXIS 1065, March 29, 2010, Decided.  [***http://www.supremecourt.ohio.gov/rod/docs/pdf/3/2010/2010-Ohio-1266.pdf***](http://www.supremecourt.ohio.gov/rod/docs/pdf/3/2010/2010-Ohio-1266.pdf)  **The decision of the Arkansas Supreme Court in the case seems to pretty much eviscerate the business franchise of Mortgage Electronic Registration Systems**, Inc. (MERS) within the State of Arkansas.  The case is: ***Mortgage Elec. Registration Sys. v. Southwest Homes of Ark.****,* No. 08-1299, SUPREME COURT OF ARKANSAS, 2009 Ark. LEXIS 121, March 19, 2009, Opinion Delivered. The case can be found online at: <http://courts.arkansas.gov/court_opinions/sc/2009a/20090319/published/08-1299.pd>  **The Indiana Court of Appeals has handed MERS another stunning defeat** in the case ***CitiMortgage v. Barabas***:  <http://www.scribd.com/doc/55829046/CitiMortgage-v-Barabas-2011>  **Here is a case in NY where a motion to dismiss a foreclosure complaint was granted because MERS has no interest in the note,** there for the assignment of the mortgage only is a nullity. And it was Judge Schack who ruled.... <http://www.nycourts.gov/reporter/pdfs/2010/2010_32367.pdf>  **The Oklahoma Court of Appeals has handed MERS another major defeat** in its decision in the case ***BAC Home Loans v. White***.  [**http://www.scribd.com/doc/45108174/BAC-Home-Loans-v-White-Decision-OK-Court-of-Appeals-03-Dec-2010**](http://www.scribd.com/doc/45108174/BAC-Home-Loans-v-White-Decision-OK-Court-of-Appeals-03-Dec-2010) |  |  |  |
| **The U.S. Bankruptcy Court for the District of Massachusetts has handed down yet another adverse decision for MERS** in the case ***In Re Thomas***:  While the assignment purports to assign both the mortgage and the note, MERS, which is a registry system that tracks the beneficial ownership and servicing of mortgages, was never the holder of the note, and therefore lacked the right to assign it. While MERS was the mortgagee of record, it was acting only as nominee for Allied, its successors and assigns. MERS is never the owner of the obligation secured by the mortgage for which it is the mortgagee of record. See, e.g., *Landmark Nat. Bank v. Kesler*, 289 Kan. 528, 536, 216 P.3d 158, 164 (2009) (providing a profile of MERS). [emphasis added]" *In Re Thomas* at page 15. <http://www.scribd.com/doc/48913412/In-Re-Thomas-Memorandum-Opinion-09-Feb-2011>  If you wish to unsubscribe, please email [ocean11@the-beach.net](mailto:ocean11@the-beach.net) with 'unsubscribe' in the subject line". |  |  |  |