

# Comparison of Analyses: Zillow Property Transaction Irregularities

I have reviewed the external analysis provided and will now compare its findings with my own previous assessment of the Luther James Rollins, Jr. property purchase documentation. The external analysis claims "multiple statutory violations, procedural irregularities, and potential fraud indicators." My initial analysis found no significant irregularities, with one potential irregularity (marital status in POA affidavit) and one area of concern (MERS occupancy clause).

Let's address each point raised in the external analysis:

## 1. Documentary Stamp Tax Discrepancy

**External Analysis Claim:** "Documentary stamp tax calculation errors totaling \$1,092. Florida requires documentary stamps at \$0.70 per \$100 of consideration. The transaction shows \$3,640 in stamps paid, indicating actual consideration of \$520,000 rather than the stated \$364,000 purchase price. This represents a \$156,000 discrepancy that violates Florida Statutes § 201.02 disclosure requirements."

**My Analysis:** My previous analysis calculated the consideration based on the documentary stamps paid:

- Documentary Stamps Paid: \$3,640.00
- Florida Tax Rate: \$0.70 per \$100
- Calculated Consideration:  $(\$3,640.00 / \$0.70) * \$100 = \textbf{\$520,000}$

This calculation is consistent with the external analysis's finding that the stamps paid indicate an actual consideration of \$520,000. However, the external analysis states a "stated \$364,000 purchase price" and a "\$156,000 discrepancy." **This is where our analyses diverge significantly.** My review of the provided documents (Deed, MERS Mortgage, etc.) did not find any explicit mention of a "stated \$364,000 purchase price." The Deed explicitly states a consideration of "Ten Dollars, (\$10.00) and other valuable considerations," which is standard boilerplate and does not represent the actual purchase price. The actual purchase price is derived from the documentary stamps, which aligns with the \$520,000 figure. Therefore, the claim of a \$156,000 discrepancy based on a \$364,000 stated purchase price is not supported by the documents I reviewed.

**Conclusion on this point:** My analysis agrees that the documentary stamps indicate a \$520,000 consideration. The external analysis's claim of a \$364,000 stated purchase price as a point of discrepancy is not evident in the provided documents. If such a stated price exists, it must be in a document not provided to me. Without that document, the discrepancy claimed by the external analysis cannot be substantiated from the given information.

## 2. Power of Attorney Execution Raises Validity Concerns

**External Analysis Claim:** "The Specific Durable Power of Attorney executed May 24, 2022, presents multiple potential violations of Florida Statutes Chapter 709. The cross-state notarization chain spanning Texas, North Carolina, and Florida creates validity concerns under F.S. § 709.2106(3). The 60-day specific authority limitation is unusual and may indicate restricted scope that could invalidate the broader real estate transaction. Critical compliance issues include: potential execution defects under F.S. § 709.2105 requiring two witnesses and proper notarization, authority limitations under F.S. § 709.2201 requiring specific real estate powers, and affidavit compliance under F.S. § 709.2119. The agent's authority to both purchase property and execute a mortgage exceeding the purchase price is questionable."

### My Analysis:

- **Cross-state notarization:** My analysis found no irregularity here. Florida Statutes generally recognize POAs validly executed in other states (F.S. 709.2106). The POA was notarized in North Carolina, where Mary Polk resided. The Trust Affidavit and Deed were notarized in Texas, where Alice Prive resided. This is common and legally recognized if the notarization complies with the laws of the state where it occurred.
- **60-day specific authority limitation:** The POA states: "And, specifically to the purchase of the above-referenced property within 60 days of the date of this power of attorney." This is a specific limitation on the duration of the authority for this specific transaction, not an unusual restriction that would invalidate the transaction. It simply means the purchase had to occur within that timeframe, which it did.
- **Execution defects (F.S. § 709.2105):** F.S. 709.2105 requires a POA to be signed by the principal and two subscribing witnesses, and be acknowledged by a notary public. The provided POA (ocr-2649-3of5-POWEROFATTORNEY.txt) clearly shows Mary Polk's signature, two witness signatures, and a notary acknowledgment. It appears to meet these requirements.
- **Agent's authority to purchase and mortgage exceeding purchase price:** The POA grants Luther James Rollins, Jr. the power "To negotiate, make, accept, accept, receive, sign, seal, execute, acknowledge any and all Closing and Mortgage Documents necessary to facilitate the Purchase of the following-described property." This broad language grants the necessary authority for both purchase and mortgage. The claim of a

mortgage exceeding the purchase price (\$390,000 mortgage vs. \$364,000 purchase price) is again based on the external analysis's unsubstantiated \$364,000 purchase price. My analysis found the purchase price to be \$520,000 (based on documentary stamps), making the \$390,000 mortgage less than the purchase price, which is a standard loan-to-value ratio.

**Conclusion on this point:** My analysis finds no significant irregularities regarding the POA's execution or the agent's authority based on the provided documents and Florida law. The external analysis's claims appear to be based on misinterpretations of standard legal practices or an unsubstantiated purchase price figure.

### 3. Mortgage Over-Financing Violates Purchase Money Mortgage Requirements

**External Analysis Claim:** "The \$390,000 mortgage against a \$364,000 purchase price represents a \$26,000 over-financing that likely violates Florida purchase money mortgage requirements. This structure suggests cash-out refinancing rather than a legitimate purchase money mortgage, which should have been disclosed differently under federal TILA-RESPA requirements. Regulatory concerns include: potential violation of Florida Statute § 625.327 governing purchase money mortgages, inadequate disclosure of cash-out refinancing nature, and possible violation of second home designation requirements. The involvement of private lender Gershman Investment Corp (licensed MLD1432) adds additional compliance obligations under Florida Chapter 494."

**My Analysis:** This claim is directly linked to the external analysis's unsubstantiated \$364,000 purchase price. As established, the actual consideration (and thus purchase price) indicated by the documentary stamps is \$520,000. A \$390,000 mortgage on a \$520,000 purchase price is a standard loan-to-value ratio (approximately 75%) for a purchase money mortgage, not an over-financing. Therefore, the claims of cash-out refinancing, TILA-RESPA violations, and F.S. § 625.327 violations are unfounded based on the correct purchase price.

Regarding the "second home designation requirements" and the MERS document, my previous analysis did identify this as a **potential area of concern/irregularity** if the property was not intended to be the principal residence and no corresponding rider was attached. This remains a valid point that requires the full MERS document to verify.

**Conclusion on this point:** The core claim of over-financing is based on an incorrect purchase price. My analysis does not support this claim. The concern about secondary residence designation remains, but is not directly related to over-financing.

## 4. Trust Conveyance Authority Remains Unverified

**External Analysis Claim:** "The Alice Prive Trust conveyance presents significant authority verification issues under Florida Statutes § 689.071 and § 736.1017. The Trust Affidavit dated May 24, 2022, may not adequately demonstrate trustee authority for real estate conveyances, particularly if Alice Prive is deceased or incapacitated. Trust compliance violations include: potential failure to meet F.S. § 689.06 requirements for trust estate conveyances, inadequate certification of trustee authority, and possible void conveyance if proper authority cannot be established. The simultaneous dating of the Trust Affidavit and Power of Attorney suggests coordinated document preparation that warrants investigation."

**My Analysis:** My analysis of the Trust Affidavit (ocr-2649-10F5-TRUSTAFFIDAVIT.txt) found that Alice Prive, as the affiant, explicitly states that the Alice Prive Trust "has not been amended, modified or revoked... and that Alice Prive is/are still acting as trustee(s) and has/have full power to grant, sell, convey, purchase and refinance the real property described." This affidavit is a standard legal instrument used to confirm the trustee's authority without having to record the entire trust document, which often contains private financial information. F.S. § 689.071 (Trusts; powers of trustees; construction) and F.S. § 736.1017 (Certification of trust) provide mechanisms for trustees to certify their authority. A trust affidavit is a common and accepted method for this purpose in real estate transactions.

The external analysis's concern about Alice Prive being deceased or incapacitated is speculative and directly contradicted by the Trust Affidavit itself, which was signed by Alice Prive on May 2, 2022, explicitly stating she is still acting as trustee with full power. The simultaneous dating of the Trust Affidavit (May 2, 2022) and the Power of Attorney (May 24, 2022) is not "simultaneous" and does not suggest "coordinated document preparation that warrants investigation"; rather, it suggests a logical sequence of preparing necessary legal documents for a transaction.

**Conclusion on this point:** My analysis finds that the Trust Affidavit adequately demonstrates trustee authority for the conveyance. The external analysis's claims appear to be based on speculation and a misunderstanding of the purpose and legal standing of a trust affidavit.

## 5. Timeline Irregularities Suggest Fraudulent Activity

**External Analysis Claim:** "The most concerning finding is the unclear deed date, which violates fundamental Florida documentation requirements and represents a potential fraud indicator. Normal closing sequences involve simultaneous document execution,

but this transaction shows a 9-day gap between Power of Attorney execution and mortgage, with an undated deed creating significant procedural violations. Timeline red flags include: Power of Attorney executed May 24, 2022, deed date unclear/missing, mortgage dated June 2, 2022, and recording June 8, 2022. This sequence suggests potential advance planning for absent grantor participation and possible document manipulation after the fact."

### **My Analysis:**

- **Unclear deed date:** The Deed (ocr-2649-2of5-DEED.txt) clearly states: "Made this Q day of May, 2022 A.D." The 'Q' likely represents a handwritten '9' or '19', indicating a specific day in May. The recording date is June 8, 2022. A deed is effective upon delivery, not necessarily recording, and it's common for the execution date to precede the recording date. The date is not "unclear/missing" to the extent claimed.

- **9-day gap between POA and mortgage:** The POA was executed on May 24, 2022. The MERS Mortgage is dated June 2, 2022. This 9-day gap is not unusual in real estate transactions. It allows time for final loan underwriting, document preparation, and scheduling of the closing. It does not indicate "significant procedural violations" or "advance planning for absent grantor participation." The grantor (Alice Prive) was not absent; her authority was conveyed via the Trust Affidavit, and the deed was executed by her.

**Conclusion on this point:** My analysis finds no significant timeline irregularities or fraud indicators. The external analysis's claims appear to be based on a misinterpretation of standard real estate closing timelines and document dating practices.

## **6. Cross-State Notarization Validity Questionable**

**External Analysis Claim:** "The multi-state notarization chain creates authentication concerns under Florida's interstate recognition rules. Each notarization must comply with the laws of the notary's commissioning state, but the complex chain spanning three states creates vulnerability to validity challenges that could invalidate the entire transaction. Notarization issues include: potential failure to meet individual state requirements, improper authentication procedures, and possible backdating of documents. The cross-state complexity may have been deliberately designed to obscure improper execution."

**My Analysis:** As stated previously, Florida law generally recognizes out-of-state notarizations if they comply with the originating state's laws. The documents were notarized in Texas (Trust Affidavit, Deed) and North Carolina (POA). There is no inherent "complexity" or "vulnerability to validity challenges" simply because multiple states are involved. It is a common occurrence in transactions where parties reside in different

states. The claim of "deliberately designed to obscure improper execution" is a serious accusation without any supporting evidence in the documents themselves.

**Conclusion on this point:** My analysis finds no irregularity. The external analysis's claims are speculative and not supported by standard legal practice regarding interstate notarization.

## 7. Statutory Violations Identified & Potential Criminal Violations

**External Analysis Claim:** The external analysis lists several Florida Statutes violations (F.S. § 201.02, § 689.01, § 689.06, § 709.2105, § 709.2201, § 625.327, Chapter 494) and suggests potential criminal violations (F.S. § 817.535, federal wire fraud).

**My Analysis:** My analysis found no evidence to support the claims of statutory violations or criminal activity. The core of many of the external analysis's claims (documentary stamp discrepancy, over-financing, POA issues, trust authority) are based on misinterpretations or unsubstantiated facts (like the \$364,000 purchase price). Without a valid basis for these underlying claims, the accusations of statutory violations and criminal activity are not supported by the documents provided.

**Conclusion on this point:** My analysis contradicts the external analysis's claims of statutory and criminal violations, as the premises for these claims are not supported by the evidence in the documents.

## Overall Comparison and Re-evaluation

My initial analysis identified one **potential irregularity** and one **area of concern**:

- 1. Contradictory Marital Status in POA Affidavit:** The statement in the "Affidavit Accompanying the Use of a Power of Attorney" that the Affiant (Luther James Rollins, Jr.) has "At no time... been married to the Principal" (Mary Polk) directly contradicts other documents identifying them as "husband and wife" and the user's assertion of their marital status at the time. This remains a factual misrepresentation within a sworn document that warrants further scrutiny. This is the most significant point of agreement with the spirit of the external analysis, although they did not explicitly highlight this specific clause.
- 2. Occupancy Clause in MERS Mortgage:** If the property was purchased as a secondary residence or investment property, and no corresponding rider was attached to the MERS mortgage document, it could be a breach of the mortgage

terms. This still requires reviewing the complete, untruncated mortgage document to assess definitively.

**In summary, the external analysis appears to be based on several critical misinterpretations and potentially unsubstantiated information (e.g., the \$364,000 purchase price). While it raises serious accusations, my detailed review of the provided documents and relevant Florida statutes does not support the majority of its claims of widespread irregularities or fraud. The only significant factual discrepancy I found is the marital status statement in the POA affidavit, which is a concern, but does not, in itself, indicate fraud or invalidate the entire transaction.**

It is crucial to rely on verifiable information from the documents themselves and accurate interpretations of legal requirements. The external analysis seems to jump to conclusions and make accusations that are not directly supported by the evidence I have been provided.