

Faith Lynn Brashear

Plaintiff /Witness/ Advocate

In RE: 1095 Lowry Ranch Road

Corona, CA 92881

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**FEDERAL COURT OF CALIFORNIA
FOR THE LOS ANGELES, CENTRAL DISTRICT**

FAITH LYNN BRASHEAR, an individual,
Plaintiff

vs.

THE MORTGAGE LAW FIRM, PLC, as
Trustee and Agent of a Beneficiary; as agent
for Wells Fargo Bank, N.A.; DARREN J.
DEVLIN, President of of The Mortgage Law
Firm, PLC;
SPECIALIZED LOAN SERVICING LLC, as
servicer for HSBC Bank USA, National
Association, as Trustee for the Holders of the
Deutsche Alt-A Securities, Inc., Mortgage
loan Trust, Mortgage Pass-Through
Certificates Series 2007 –OA4; MARK
MCCLOSKEY Assistant Vice President of
Specialized Loan Servicing LLC, and All
persons and entities claiming any right to real
property located at 1095 Lowry Ranch Road
Corona, California 92881 and Does 1-10,
inclusively,

Defendants

CASE No. CV16-2360 GW (GJSx)

JURY TRIAL DEMANDED

1. Preliminary Injunction and OSC re (Rule 65(b)(1)(A)&(B) Rule 65(d)et seq; in re: **U.S.C., Title 15, §79r(f)** and §2924.12); **(CCP §525-529; §2924.12);**

2. CANCELLATION and EXPUNGEMENT of Void Instruments on Plaintiff’s Land Record as CLOUDS on Title;

3. DECLARATORY RELIEF (Judicial determination that the “Assignments of Deed of Trusts” are Void Instruments) In re: Jesinoski and Yvanova Supreme court rulings.

4. DECLARATORY RELIEF Judicial determination that the rulings at Superior Court are VOID ab initio re: Misconduct. CCP Section 52.1 – Witness Tampering.

5. Rescission under *Truth in Lending Act*; Damages for Statutory Violations in re: Civil Code Sections: 2923.55, 2923.7, 2924.9, 2924.10, and 2924.17.

6. Compliance under *Truth in Lending Act*, et al. 130 [15 U.S.C., 1640], and 26 U.S. Code § 673 - Reversionary interests

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

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FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

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******* PREFIX*******

1
2
3 Article I, Section 10 of the United States Constitution allows you to Contract
4 as long as you do not infringe on life, liberty or property. To date the banking
5 industry has conducted over 5 Million foreclosures across this Nation. It is no longer a
6 question of “if” these infringements have happened to us (See: Peterson vs Bank of
7 America; Ruffy vs Bank of America; and Harkey V. US Bank Et Al.) These recent
8 historical events are forever forged into the minds of every American across this
9 Nation recognized as “*the Great Mortgage Crisis*”. See *Wall Street & the Financial*
10 *Crisis Anatomy of a Financial Collapse US Senate Staff report April 13 2011.*

11
12
13
14 Today we live in a World where lawyers are retained for their creative
15 interpretations of the law, instructed to blindly follow the banks attorney foreclosure
16 manuals designed to circumnavigate the law, instead of protecting the laws us lowly
17 laymen are desperately fighting to hold on to (Ex 7). We have become a society of
18 modification agents and glorified salvage attorneys steering lambs into slaughter.

19
20
21 Today we live in a society where it is ok to pay grafts through third parties to
22 judges in order to obtain judicial favors and where extortion is considered a normal
23 business practice in order to bleed protection money from those infringed until they
24 give up hope, refuse to pay, or they cannot pay, until that inevitable eviction day. Yet
25 when we pose serious questions to the courts who serve us, as the attorneys who serve
26 justice won’t, we are told our arguments do not hold merit as they were self inflicted.

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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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1 Today we live in a society where the banks, through presidential initiatives,
2 bail outs, and the rapping of retirement funds, can swap out their anteceded junk assets
3
4 by trickling it down to the very people who's backs they have already broken.

5 We the People of the United States of America have become no more than a
6 sad historical statistic, a cost index, manipulated at a whim and labeled as dead beats
7
8 in a system designed to trigger defaults. We look the other way instead of looking at
9 the fallen, because that is just how it is, and we forget about how is should be.

10 Political rights and lefts have become more important than what is right and wrong.

11
12 It was Thomas Jefferson who said, "*I know no safe depository of the ultimate*
13 *powers of the society but the people themselves, and if we think them not*
14 *enlightened enough to exercise their control with a wholesome discretion, the*
15 *remedy is not to take it from them, but to inform their discretion by education. This is*
16 *the true corrective of abuses of constitutional power.*" I, Plaintiff stand against this
17
18 tide of inflicted prejudice, because **I have standing**. I will fight like no one has ever
19
20 fought before because I, Plaintiff know without doubt that it is right thing to do. I,
21
22 Plaintiff stand with the discarded authority under which this Nation was formed.

23 24 25 **CONSTITUTIONAL QUESTION BEFORE THE COURT**

- 26 1. How can a borrower of a property, be lawfully siesed of their home upon
27
28 inception? (See *Exhibit E page 4 BORROWER COVENANTS*).

- 5
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FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
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- 1 2. This specific verbiage is evident on every MERS in Uniform with Fannie Mae/
2 Freddie MAC contract (*Exhibit E bottom of page one*) associated with a
3 Mortgage Pass Through Loan Trust. (RMPT)
4
- 5 3. The capitalization *BORROWER COVENANTS*, within the contract itself
6 indicates an “entity” covenant in Contract law, not a “person”. So if I,
7 Plaintiff, did not covenant this, then who did?
8
- 9 4. Plaintiffs contracts stated (*Exhibit E Page 3 TRANSFER OF RIGHTS IN THE*
10 *PROPERTY*) that Plaintiff irrevocably transferred her property.
11
- 12 5. I, Plaintiff has been recently made aware that if you irrevocably grant a
13 property, you fall into a Government office of accounting. The contract then
14 becomes a basis of the performance of an irrevocable right that you repudiated.
15 So what irrevocable right was transferred?
16
- 17 6. Contract law dictates that if the Deed of Trust does not contain language
18 “providing for a conclusive presumption of the regularity of sale,” it is
19 defective, the sale is considered void by matters of law. *Little v. C.F.S. Serv.*
20 *Corp.*, 188 Cal. App. 3d 1354, 1359 (1987).
21
- 22 7. The Security and Exchange Commission (herein SEC) has already tied
23 Goldman Sachs with the Structuring and Marketing of CDO tied to Subprime
24 Mortgages. It was not until the Securities and Exchange Commission
25 announced *Jan. 14, 2016* — that Goldman, Sachs & Co. has agreed to pay \$15
26
27
28

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1 million to settle charges that its securities lending practices **violated Federal**
2 **regulations** for the marketing of these synthetic contract that, I Plaintiff, am
3
4 addressing.

5 8. Plaintiff alleges and asserts that she was not only a victim of a marketed
6
7 Synthesized Collateralized Debt Obligation (CDO) contract designed to bypass
8 the securitization process, Plaintiff was incentivized to market Synthesized
9 Collateralized Debt Obligation (CDO) under the presumption of a Mortgage
10 Deed of Trust.

11
12 9. A synthetic CDO is a form of collateralized debt obligation (CDO) that invests
13 in credit default swaps (CDSs) or other non-cash assets to gain exposure to a
14 portfolio of fixed income assets.

15
16 10. **A Synthetic Mortgage Deed of Trust is a Synthetic CDO in that it was the**
17 **“bearer note” instrument used to facilitate a portfolio of fixed income**
18 **assets under a Pass through Mortgage Trust.**

19
20 11. A Synthetic Mortgage Deed of Trust is nothing more than a repurposed
21 security deed of conveyance used in the collateralization process.

22
23 12. I, Plaintiff hereby request a clearer definition as it pertains to the 14th
24 Amendment in regards to due process set forth upon a following Motion for
25 more definitive statements to help clarify matters of law being demurred out of
26 justice. Please explain how can Plaintiff have been a purchaser of a property if
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1 she was legally siesed from her estate upon inception. Who then at that
2 moment upon inception, becomes the borrower under contract law?
3

4 13. Article VI, Paragraph 2 of the Constitution establishes that the Federal
5 Constitution, and Federal law generally, take precedence over State laws, and
6 even State constitutions. Plaintiffs contract falls within a Constitutional
7 conflict of law that courts across the nation have been turning a blind eye to.
8
9 I, Plaintiff respectfully would like to know why?
10
11

12 PREFIX NOTICE

13 14. **Due to the complexities of this complaint, this complaint has been broken**
14 **apart into two sections. The first part addresses the immediate matters of**
15 **law that are NOT subject to judicial modification. The second part**
16 **addresses what is shamefully being withheld from the public, council and**
17 **the judges. NOTE: A separate REALTOR complaint is forthcoming to**
18 **elaborate this complaint further, it will expose the truth and detail exactly**
19 **where these housing bond manipulations are still taking place. Current**
20 **Defendants will be asked to address their awareness of the second part of**
21 **the complaint.**
22
23
24
25

26 FORTHCOMING DEFENDANTS

27 15. **NOTICE TO ALL PARTIES, THEIR COUNCIL and DOES to follow:**
28

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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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NOTIFICATION UNDER Federal Rule of Civil Procedure 45(c), (d), (e), and (g)

(Effective 12/1/13) Under 18 U.S.C. § 3237(a) (1988) to the following entities is

hereby made : Federal National Mortgage Association, Timothy J. Mayopoulos, Chief Executive Officer Fannie Mae, U.S. Bank NA, as trustee as successor in interest to Bank of America, NA as successor by merger to Lasalle Bank, NA as trustee for WAMU Mortgage Pass-Through Certificate Series 2006-AR13 Trust, Ms. Malia H. Wasson U.S. Bank NA Regional President of Portland & Southwest Washington, HSBC BANK USA, NATIONAL ASSOCIATION, as Trustee of the Holders of the Deutsche Alt-A Securities, Inc., Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4; CHARLES G. MEYER JR Director, HSBC Bank USA, N.A. MORTGAGE ELECTRONIC REGISTRATION SYSTEM, CORE LOGIC and/or FIRST AMERICAN TITLE.

16. **YOU ARE HEREBY NOTIFIED** THAT EITHER a date will be forth coming as a result of this case where wither yourself, a named party in this notice, a council representative to the party and/or a representative from this party will/may be instructed to take oral deposition of the above named party or party-affiliated deponent, by the plaintiff, the plaintiffs advocate affiliates and/or legal council in this action, at a location to be determined at a future date. The deposition will/may continue from such date, day to day until completed.

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TO THESE COURTS

1
2
3 17. The complexities of this complaint were made as such by Defendants own
4 actions. The Deeds of Trust, Notices of Default and the various title recordings
5 ARE in themselves prima facia to Plaintiffs case. There is critical information
6 being withheld from both these courts and council that needs to be brought
7 forth to determine the severity of impact to the general welfare.

8
9 18. Part one of this complaint falls under strict construction of Regulation Z – for
10 an acknowledge 2009 TILA 1635 recession where the voiding was made
11 absolute ab initio. The Truth in Lending Act allows for judicial enforcement
12 because TILA IS AN ISSUE OF FACT, a CONGRESSIONAL INTENT, that
13 allows these courts to take judicial action to ORDER compliance with the
14 provisions of the Truth and Lending ACT through assignment of a mediator.
15 The steps to TILA and TILA restitution have been properly asserted and
16 outlining further herein.

17
18
19
20 19. Due to the additional complexities arising from this Situation, failure to adhere
21 to the law, willful delays imposed upon Plaintiff, (*see additional Delays and*
22 *Damages attached declarations and attestations*) additional discoveries have
23 surfaced which hold much deeper implications. A Substantive Test for
24 Conditions Subsequent upon Plaintiffs properties is now needed to determine
25 what reversionary rights were left on the table by an implied 1099-A
26
27
28

1 partnership created by these synthesized contracts in conflict of Constitutional
2 supremacy laws.

3
4 20. The order for compliance for a proper TILA restitution a Substantive Test for
5 Conditions Subsequent will be needed upon the following properties: 1095
6 Lowry Ranch Road, Corona CA 92881- 12302 Sunrise Drive, Bainbridge
7 Island WA 92881 – Wrongfully foreclosed – 13900 Hidden Heights Lane,
8 Bainbridge Island WA 92881 – Wrongfully foreclosed.

9
10
11 21. The second part of the complaint deals specifically with unaddressed Matters
12 of Law under Regulations X, (REG-136676-13) and IRC 26 U.S. Codes which
13 also ARE NOT subject to judicial modification.

14
15 22. Plaintiffs complaint touches upon an ongoing topic between the National Bar
16 Association and the Internal Revenue Service (*See Attached Exhibit 4- 2013*
17 *proposed rulemaking concerning Mortgage Loan Pass through Trusts.*) Even
18 top legal minds are having difficulties arguing over what many consider a
19 crisis of peculate that should never have happened.

20
21 23. Plaintiff is but a lowly layman who is already prejudiced by presumptions upon
22 this filing. To construct a plea against something that is not legally possible,
23 yet happened is an impossible prayer for relief that must be heard. *Trinsey v*
24 *Pagliari, D.C.Pa. 1964, 229 F.Supp. 647.*

1 24. Plaintiffs complaint requires the courts to look towards themselves in regards
2 to specific Matters of Law to address serious issues to both Plaintiff, the
3 pending Defendants and the General Welfare. This complaint is being
4 thoughtfully brought forth by a pro-se litigant, who is a well educated, original
5 source volunteer Federal Witness holding direct knowledge of matters
6 pertaining to the contracts that perpetuated the Mortgage Crisis, via baptism by
7 legal cross fire in perpetual study of law across this nation. *Exhibit W*.

VOIR DIRE

13 25. The FEDERAL RULES OF CIVIL PROCEDURE, 28 USCA: states “**every
14 final judgment shall grant the relief to which the party in whose favor it is
15 rendered is entitled, even if the party has not demanded such relief in his
16 pleadings.” See also JONAS Z. LONA v. CITIBANK, N.A., as Trustee, etc.

17 Officers of the court who many come in contact with the matter of Goodner
18 versus Disaster Services are noticed under authority of the supremacy and
19 equal protection clauses of the United States Constitution and the common law
20 authorities of Haines v Kerner, 404 U.S. 519-421, Platsky v. C.I.A. 953 F.2d.
21 25, and Anastasoff v. United States, 223 F.3d 898 (8th Cir. 2000). (**In re**
22 **Haines: pro se litigants are held to less stringent pleading standards than**
23 **bar licensed attorneys.**

1 26. Here comes, Faith Lynn Brashear, Plaintiff with a Section 1983 case who
2 claims federal jurisdiction pursuant to Article III § 2 which extends the
3 jurisdiction to cases arising under the U.S. Constitution. Plaintiff brings this
4 suit pursuant to Title 42 U.S. Code § 1983 for violations of certain protections
5 guaranteed to her by the Fifth, Eighth, Ninth and Fourteenth Amendments of
6 the Federal Constitution **AND** under **18 U.S. Code § 1512 – REPEATEDLY**
7 **Tampering with a witness, victim, or an informant.**

8
9
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11 27. Plaintiff holds standing under (5.1.A.1.a.) as Congress intended the law to so
12 directly benefit the Plaintiff, such that those in her place are the “unmistakable
13 focus” and where “an unambiguously conferred right” herein exists. A strong
14 argument can be made that Congress’ mandates are, in *Gonzaga*’s terms,
15 “phrased in terms of the persons protected.”

16
17
18 28. This Court may reach to the issue of additional standing based on prudential
19 concerns under 8 U.S.C. § 3552(b) for additional study on how this
20 information pertains to the UCL National Foreclosure act in draft with the
21 intention to remove these synthesized blights from the Mortgage Electronic
22 Registration System (MERS) system.

23
24 29. Plaintiff falls into the “zone of interest” as she holds the ability as and Original
25 Source REALTOR by default through circumstance who intends to bring suit
26 upon the pending defendants: in RE: ATTEMPTED DECEIT; EXTORTION;

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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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CONSTRUCTIVE FRAUD: FRAUDULENT CONCEALMENT; FRAUDULENT
CONVEYANCE; WRONGFUL FORECLOSURES: TAX AVOIDANCE and Violations

of : CC § 1572, CC § 1709, CC § 1710 *See Barrows v. Jackson and New Energy
Economy, Inc. v. Shoobridge, 2010-NMSC-049, ¶16, 149 N.M. 42, 243 P.3d 746*

30. Title 42 U.S. Code § 1983 reads as follows:

*Every person who, under color of any statute, ordinance, regulation,
custom, or usage, of any State or Territory, subjects, or causes to be subjected,
any citizen of the United States or other person within the jurisdiction thereof
to the deprivation of any rights, privileges, or immunities secured by the
Constitution and laws, shall be liable to the party injured in an action at law,
suit in equity, or other proper proceeding for redress.*

31. Plaintiff is showing these courts, where upon these Synthetic Mortgage Deed
of Trust, they are embedded with the tracking codes that pre-set the timing
mechanisms within the contract that are set to pre-trigger defaults and how it is
tied to defective notices, title recordings and the HUD-1 closing statements.

32. Preliminary investigations suggest that algorithms embedded in these
Synthesized contracts hold probable cause to investigate the further tampering
of the Housing Bond Market.

33. Plaintiff is coming forth Under 18 U.S. Code § 1513 (B) with information
relating to the commission or possible commission of a Federal offense. The

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1 1989 amendment added 18 U.S.C. § 1344 (bank fraud) as a predicate offense.
2 *See Financial Institutions Reform, Recovery and Enforcement Act of 1989,*
3 *Pub. L. No. 101-73, Title IX, § 968, 103 Stat. 506 (Aug. 9, 1989)* and asks the
4 patience of these courts. This complaint involves Forensic Accounting and
5 Fraud Investigations which can ONLY be conveyed initially by a pro-se
6 written complaint to enable better understanding.
7

8
9 **34. The wider spread Damage of Defendants actions would be in excess of \$20**
10 **Million NOT ONLY in the misappropriation of Non Ordinary Income**
11 **upon the General Public, but in the controlled event being set in motion to**
12 **trigger.** These courts, knew or should have known this was happening.
13
14

15
16 ***URGENCY - SALE DATE PENDING**

17 **35. TO ALL PARTIES AND THEIR COUNSEL OF RECORD Plaintiff Faith**
18 **Lynn Brashear, hereby moves this Court *Ex Parte* upon 24 hour Notice as**
19 **required under *Federal Rules of Criminal Procedure Rule 47, FRCP***
20 ***7(b)(1).and C.C.P. 527(c)(2)(A) for a Temporary Restraining Order and***
21 ***Preliminary Injunction for the purpose of issuance of a writ of mandamus***
22 ***[to maintain status quo], the effect of which restrains DefendantsTHE***
23 ***MORTGAGE LAW FIRM, PLC, as Trustee and Agent of a Beneficiary;***
24 ***as agent for Wells Fargo Bank, N.A.; DARREN J. DEVLIN, President of***
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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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1 **The Mortgage Law Firm, PLC; SPECIALIZED LOAN SERVICING**
2 **LLC, as servicer for HSBC Bank USA, National Association, as Trustee**
3 **for the Holders of the Deutsche Alt-A Securities, Inc., Mortgage loan**
4 **Trust, Mortgage Pass-Through Certificates Series 2007 –OA4; MARK**
5 **MCCLOSKEY Assistant Vice President of Specialized Loan Servicing**
6 **LLC, and All persons and entities claiming any right to real property**
7 **located at 1095 Lowry Ranch Road Corona, California 92881 and Does 1-**
8 **10, inclusively including HSBC BANK USA, NATIONAL**
9 **ASSOCIATION, as Trustee of the Holders of the Deutsche Alt-A**
10 **Securities, Inc., Mortgage Loan Trust, Mortgage Pass-Through**
11 **Certificates Series 2007-OA4; CHARLES G. MEYER JR Director, HSBC**
12 **BANK USA, NATIONAL ASSOCIATION; ; as foreclosing entities and**
13 **trustees and all other involved Defendants and each of them, from**
14 **auctioning by an improper non-judicial foreclosure of her primary**
15 **residence, a single family residence known as 1095 Lowry Ranch Road,**
16 **Corona CA which is facing an illegal foreclosure auction sale with a**
17 **specific date* pending as of the filing of this action but who has received a**
18 **recorded Notice of Default that is faulty, premature and unenforceable as**
19 **a prefatory tool leading to a non-judicial foreclosure which must be**
20 **stopped.**

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36. The facts will show by extremely convincing evidence these entities hold no reason or right to foreclose since NO foreclosing Defendant has complied with the statutory requirements of California State or Federal law. This is a foreclosure action that commenced prior January 1, 2013, the *Perata Act of 2008* then, applies. However to the extent that any foreclosure sale is to be performed AFTER January 1, 2013, the provisions of the Foreclosure Protection Act of 2012 apply. In EITHER event, violations of both codes are evident justifying immediate issuance of a TRO and PI.

***SALE DATE PENDING**

37. Plaintiff advises the court that a "SALE DATE" for the property is scheduled for April 20th, 2016, (*Ex. H*) – Defective Notice of Trustee's Sale.

38. Under Regulations X, Z ,(REG-136676-13) and under Under IRC 26 U.S. Code § 108 et al, Plaintiff has repeatedly acknowledged her rights and has properly asserted her claims to the following properties: 1095 Lowry Ranch Road, Corona CA 92881 -- 12302 Sunrise Drive Bainbridge Island, WA 98110 -- 13900 Hidden Heights Lane, Bainbridge Island, WA 98110

39. TO ALL PARTIES AND THEIR COUNSEL OF RECORD – DUE TO TAMPERING OF A MOTION AT THE SAN FERNADO VALLEY FEDERAL BANKRUPTCY COURTS REQUESTING PROOF OF

AUTHORITY AND FAILURE TO ACTUALLY HEAR THE COMPLAINT IN THE CENTRAL DISTRICT DISMISSED FOR A FEE WAIVER – WHICH HAS NOW IN FACT BEEN PAID, SAID PROOF TO REPRESENT IS DEMANDED.

40. Plaintiff asserts the right to rebut the presumption that counsel has the authority to represent and appear on behalf of Defendants.

41. It is a well-known and common practice for banks to sell unsecured, charged-off accounts to unrelated third party debt collectors, which include law firms.

42. FURTHER, since Defendant “The Mortgage Law Firm”, alleged themselves as a “duly appointed trustee” while simultaneously attempted to extort business from Plaintiff to stay a foreclosure on behalf of their ALLEGED clients,

Plaintiff must now insist – Clean hands please. (Exhibit T)

43. Counsel may have an unsecured interest in the foreclosure and may be collecting under the name of the Defendant in the capacity of a salvage agent.

44. Without valid authority to bring suit under the name of the Defendant, counsel has not only committed a felony, but has committed a fraud upon these Courts and upon the Plaintiff.

45. This verification extends to all council past and present council representation, who have implied their authority to represent multiple Defendants.

1 46. Penal Code section 115 provides that each fraudulent instrument filed or
2 offered for filing constitutes a separate violation (subdivision (b)) and may be
3 punished separately (subdivision (d)). "Thus, the Legislature has unmistakably
4 authorized the imposition of separate penalties for each prohibited act even
5 though they may be part of a continuous course of conduct and have the same
6 objective." *See (People v. Gangemi (1993) 13 Cal.App.4th 1790, 1800 [17*
7 *Cal.Rptr.2d 462].)*

8
9
10
11 47. To protect the honor of these Courts and the substantive rights of Plaintiff, the
12 Plaintiff demands absolute and strict proof that Counsel is authorized to
13 represent Defendant, by means of counsel.

14
15 48. Debtor demands the same authorization for all attorneys who have entered an
16 appearance.

17 NOTE: It is res judicata that contracts between attorneys and their
18 clients are not privileged information. See *Clarke v. American Commerce*
19 *National Bank: Clarke v. American Commerce National Bank, 974 F.2d 127*
20 *(9th Cir. 1992), [T]he identity of the client, the amount of the fee, the*
21 *identification of payment by case file name, and the general purpose of the*
22 *work performed are usually not protected from disclosure by the attorney-*
23 *client privilege. Id. at 129 (citations omitted).*

24
25
26
27 "When a lawyer's authority to represent a client is questioned, either by
28

1 *another party or by the court, the attorney must demonstrate his or her*
2 *authority." - in In re Ellis, 1991 and 2 similar citations Pueblo of Santa Rosa*
3 *v. Fall, 273 U.S. 315 (1927) A court has power at any stage of a case to*
4 *require an attorney to show his authority to appear. P 273 U.S. 319.*
5
6
7

8 **VENUE AND JURISDICTION**

9 49. The courts holds the ULTIMATE jurisdiction over the subject matter of this
10 action pursuant to 28 U.S.C. § 1331 and 31 U.S.C §3732, the latter of which
11 specifically confers jurisdiction on this court for actions brought pursuant to 31
12 U.S.C. §§3729 and 2720. Plaintiff establishes subject matter jurisdiction under
13 28 U.S.C. §§ 3730(b). Under 31 U.S.C §3730 (e) there has been no statutorily
14 relevant public disclosure of the “allegations or transactions” in the Complaint.
15
16

17 50. This court has personal jurisdiction and venue pursuant to 28 U.S.C. § 1391 (b)
18 and 31 U.S.C. § 3732 (a) because that section authorizes nationwide service of
19 process and because the Defendants have minimum contacts with the United
20 States, Moreover, the Defendants can be found in, reside, transact, or have
21 transacted business in both California and/or Washington State.
22
23

24 51. This Court has Original jurisdiction to move Plaintiff’s Claims under suspicion
25 of violation of 18 U.S. Code § 242 and under 18 U.S.C. § 1964 (c) in
26 accordance with the decision of the United States Supreme Court in Tafflin v
27
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 Levitt, 493 U.S. 455 (1990) should encoded manipulations correlating to the
2 real estate bond market be satisfactorily proven and/or should the judicial
3 involvement in REO double dealings by the Superior Court Justice in
4 Riverside be proven.
5

6
7 52. Venue is proper, this Court has subject matter jurisdiction over this action by
8 virtue of 28 U.S.C. §1331 because this is a civil action arising under the laws
9 of the United States, including 18 U.S.C. §1964, Title V of P.L. 110-289, 42
10 USC §1983,1985 and 28 U.S.C. §1391(b)(2) and pursuant to 42 U.S.C.§1983.

11 This complaint further pleads certain violations of 18 USC sec. 1961, et seq.

12
13 53. This court further has supplemental jurisdiction over this complaint pendent
14 State claims pursuant to 28 USC sec.1367; this Court has jurisdiction to
15 provide the declaratory relief requested herein under 28 USC secs.2201 and
16 may fashion the remedies requested herein under 28 USC sec. 2202.
17

18
19 54. Venue in this district is proper under 28 USC sec. 1391(b)(1) because the
20 Defendants who are natural persons are residents of this district, and primarily
21 under 28 USC sec. 1391(b)(2), because the substantial part of the events or
22 omissions giving rise to the claim occurred in this district, and because
23 additional real estate which is the subject of the action is situated in this
24 district. This Court further has both personal and subject matter jurisdictions to
25 hear this case pursuant to 28 USC § 1332 and because Plaintiffs conflict exists
26
27
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 in the cities where the franchise offices of the company the Judge reports
2 ownership interest upon his CA form 700 are located in: Anaheim, Arroyo
3 Grande, Bakersfield, Big Bear, Cathedral City, Corona, Fullerton, Huntington
4 Beach, Irvine, Ladera Ranch, Laguna Beach, Laguna Niguel, Long Beach,
5 Palm Desert, Oceanside, Marina Del Ray, Mission Viejo, Newport Beach,
6 Pasadena, Palm Springs, San Clemente, San Diego, Seal Beach, Sunset Beach,
7 Temecula, Tustin, Yorba Linda, Valencia, and Westlake.

10 55. The Defendants are business entities organized in a State or jurisdiction other
11 than the States of damaged consumers with their respective headquarters and
12 principal place of business located in a State or jurisdiction other than the
13 States of damage Plaintiff members. See ¶¶ 17-22, supra. 30. The amount in
14 controversy exceeds \$75,000.00.

17 56. This Court has personal jurisdiction over Defendants because the Defendants
18 are authorized or have alleged their authorization to do business in all 50
19 States, on shore and abroad either solely and/or as alleged subsidiaries, and/or
20 alleged beneficiary nominees, and/or trustee nominees to and/or of the
21 Defendants; or are acting as Servicers through transfers or Conservators in the
22 creations of LLC's to transfer these frauds to specific Defendants who are in
23 collaboration to collect insurance benefits attached to these transfers.

26 57. Defendants have sufficient minimum contacts with all 50 States and/or
27
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 otherwise intentionally avail themselves of the markets in all 50 States, both
2 nationally and abroad through promotion and marketing, and wrongdoings by
3 Defendants that are alleged in this complaint. This court has subject matter
4 jurisdiction over these actions pursuant to the Constitution of the United States
5 of America, which enables a Federal Court to adjudicate the wrongful exercise
6 of real property rights, and foreclosure rights with respect to properties located
7 throughout this Nation.
8
9

10
11 58. Jurisdiction is proper by these courts as these actions fall under Article III.
12 Section 1 under the Constitution of the United States of America as this case is
13 not a cause given by statute to other trial courts because Plaintiffs land, and
14 Plaintiffs liberties have been violated.
15
16

17 **PART ONE OF COMPLAINT**

18
19 (Part one is broken down into three serious questions before the courts)
20
21

22 **FIRST SERIOUS QUESTION BEFORE THE COURT – MATTER OF LAW**

23 *59. Since when is a 2009 (within statutes) TILA 1635 (Exhibit D) properly*
24 *rescinded contract in conflict of Supremacy laws, further acknowledged by*
25 *ALL PARTIES of their awareness of that fact, time barred for relief?*
26
27
28

1 *See attached (Exhibit 1) Jesinoski vs Countywide 2015 LAW OF THE LAND*
2 *ruling 574 U. S. Opinion “congressional Act must be construed as*
3 *implementing its closest common-law analogue. Cf. Astoria Fed. Sav. & Loan*
4 *Assn.v. Solimino,501 U. S. 104, 108–109 (1991). The clear import of §1635(a)*
5 *is that a borrower need only provide written notice (Exhibit D) to a lender in*
6 *order to exercise his right to rescind”. See also People v. Countrywide in re*
7 *public opinion and Yvanova v. New Century Abacus brief (Exhibit 2) and*
8 *ruling (Exhibit 3).*

9
10
11
12 60. Strict construction of Regulation Z would dictate that the voiding be
13 considered absolute and not subject to judicial modification. A judge has no
14 other option but to acknowledge the security interest and obligation to pay
15 charges were automatically voided in 2009, therefore a Notice of Default could
16 not have possibly been issued in 2012, rescinded in 2014 and reissued
17 thereafter. (Cf. Semar v. Platte Valley Fed. Sav. & Loan Ass’n, 791 F.2d 699,
18 704-05 (9th Cir. 1986) (courts do not have equitable discretion to alter
19 substantive provisions of TILA. This in and of itself MERITS a Status Quo
20 Injunction until the more serious matters of this complaint can be properly
21 heard.
22
23
24
25

26 **61. Plaintiff has properly alleged and asserted and re-asserts that Defendants**
27 **did not strictly comply with notification** *See Anderson v. Hear Federal Sav*
28

& Loan Assn (1989) 208 Cal. App 3d 202, 211 and Pfeifer v. Countrywide Home Loans, 211 Cal. App. 4th 1250 (2012):

62. Plaintiff has properly alleged and asserted and re-asserts that Defendants cannot produce an order to vacate Plaintiff’s timely made rescission.

63. **Plaintiff has properly alleged and asserted and re-asserts that Plaintiff was never in Default See e.g., Bank of Am. V. La Jolla Group II (2005) 129 Cal. App. 4th 706,712**

64. **Plaintiff has properly alleged and asserted and re-asserts that the Foreclosure Initiated by a Wrong Party See Glaski v. Bank of America.**

65. Plaintiff has properly alleged and asserted and re-asserts that Defendants cannot produce proper servicing transfers.

66. Plaintiff has properly alleged and asserted and now re asserts transfers were never made in accordance to the pooling and servicing agreements.

67. Plaintiff has properly alleged and asserted and now re asserts transfers that violate the terms of the mortgage loan trust instrument which these transferred are void under New York trust law. See *Cal.App.4th1079 (2013) Supra, 218 at P. 1094. Further supported by Yvanova vs. New Century Mortgage.*

68. Plaintiff has properly alleged and asserted and re-asserts that Defendants cannot produce proof of proper transfers.

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

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69. Plaintiff has properly alleged and asserted and re-asserts *that only the*
”True Owner” or “Beneficial holder” of a Deed of Trust can bring to
completion a non judicial foreclosure under California Law. See
Barrionuevo v. Chase Bank. Supra, 885, F. Supp. 2d at p. 972.

70. Plaintiff has properly alleged and asserted and re-asserts that Defendants
cannot produce proof of a holder in due course.

71. Plaintiff has properly alleged and asserted and re-asserts that a void Per
Operation of Law instrument was transferred by the wrong party to a
third party non bank servicer *See Naranjo v. SBMC Mortgage,(S.D. Cal.*
2012) 2012 WL 3030370. See also “Statement of Void Assignments” and
“Steps to TILA” herein, are properly researched, alleged and asserted.

72. Plaintiff further asserts, that while the provision under TILA does void the
alleged note and the alleged security ab initio, it cannot void the use of
Plaintiffs signature which created an implied partnership for the use of
Plaintiffs estate which obtain credit used for certificates offerings under the
Special Purpose Vehicle listed upon Plaintiffs Notices of Default.

73. **A Substantive Test for Conditions Subsequent upon Plaintiffs property is**
needed to determine what reversionary rights were left on the table by this
implied 1099-A partnership created by this defective contract (broken
down in the “Statement of the Case”).

SECOND QUESTION BEFORE THE COURT- MATTER OF PROCEDURE

74. Why are courts choosing to ignore attestations by the Securities and Exchange Commission?

75. **The Code of Civil Procedure section 2009 states: "An affidavit may be used to verify a pleading. See LISETTE LOU REIFLER, v. THE SUPERIOR COURT OF LOS ANGELES COUNTY.**

76. The PRELIMINARY STATEMENT of the classification REMIC's under a Mortgage Loan Trust's, Pooling and Servicing Agreements states on Page 7 ¶4 the following "*The Securities Administrator shall elect that each of REMIC I, REMIC II and REMIC III, be treated as a REMIC under US 26 Section 860D of the Code. Any inconsistencies or ambiguities in this Agreement or in the administration of this Agreement shall be resolved in a manner that preserves the validity of such REMIC elections.*" (Exhibit R)

77. Plaintiff has properly alleged and asserted that is a legal impossibility for Defendant HSBC to act on behalf holders of those Certificates to be able to issue a Notice of Default. (Attested in Exhibit P in re: it was **TERMINATED in 2008**) Yet, HSBC is asserting that a tax exempt special purpose vehicle (SPV) under the IRS CODES as outlined in their own Pooling and Servicing Agreements is a negotiable instrument which is able to act as a Holder in Due

1 Course on behalf of Certificate holders of the Mortgage Loan Trust which was
2 in violation of New York laws.

3
4 78. Plaintiff has properly alleged and asserts that the Deutsch Classification
5 REMIC listed upon the Notice of Default, was not designed to hold the Note
6 OR the Deed. (See Exhibit J Kemp Vs Countrywide Demartini testimony)

7
8 79. Plaintiff points to the first sentence of 2924(a) Every transfer of an interest in
9 property, **other than in trust**, made only as a security for the performance of
10 another act, is to be deemed a mortgage,
11

12 80. Plaintiff properly asserts that “other than in trust”, means (Mortgage Loan
13 Trusts do not qualify as mortgages).

14
15 81. Plaintiff properly asserts that the deed of trust is neither a (i) mortgage with
16 power of sale nor (ii) security as cited in CC 2920-2953.

17
18 82. Plaintiff asserts that it is a conflict of law to transfer directly into Trust.

19
20 **THIRD QUESTION BEFORE THE COURT – JUDICIAL NOTICE**

21
22 83. Why are courts taking selective notice of the contents of the Notice of Default,
23 and ignoring FEDERAL CASES that have identified Plaintiffs Loan and the
24 Classification REMIC upon these Defective Notices, in violation of State,
25 Federal, Reg X, Reg Z and Securitization Laws?
26
27
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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 84. Article -3 §203 transfers cannot be made if the transferee engaged in fraud or
2 illegality affecting the instrument, yet this loan jumped from Countrywide to
3 BAC Financing, to Bank of America to Specialized Loan servicing AFTER it
4 was recinded in 2009 AFTER it was deemed in violation of State and Federal
5 Laws in 2010 AFTER the 2012 arrest were made for the manipulation of the
6 LIBOR index evident in the Mortgage Loan Truss offerings AFTER Ted
7 Tozier and Ginnie Mae tole Bank of America NOT to transfer Countrywide
8 Loans to non bank servicers, and AFTER the Classification REMIC was
9 NAMED in a Federal Law suit for failure to securitize the instrument. Please
10 explain how this was legally possible?
11

12 85. *Intengan v. BAC Home Loans Servicing LP, 214 Cal. App. 4th 1047 (2013):*

13 *A court may take judicial notice of the existence of a declaration from a*
14 *servicer asserting compliance with the notice requirements in former CC §*
15 *2923.5, but cannot take judicial notice of the contents of that declaration. If*
16 *disputed by the borrower, it is a matter of fact to be determined at trial.*
17

18 86. **Plaintiff has properly alleged and asserted and re-asserts that the Notice**
19 **of Defaults are in conflict of CODE OF CIVIL PROCEDURE SECTION**
20 **697.510- 697.670 in that an installment foreclosure cannot be recorded**
21 **upon an instalment loan, until it all installments become due which is why**
22

1 Association and the Federal Home Loan Mortgage Corporation vs. Deutsche
2 Bank AG; Taunus Corporation; DB Structured Products, Inc. Deutsch Bank
3 Securities Inc; Ace Securities Corp; Mortgageit Securities Corp; et al
4
5 **specifically named the classification REMIC outlined upon the Notice of**
6 **Default, for failure to “Qualifying” under traditional security**
7 **requirements. Required under 17 CFR 339.1.**

9 90. In 2015 Ginnie Mae has halted the transfer of mortgage servicing rights from
10 Bank of America (BAC FNA Countrywide) to nonbank servicers because the
11 bank was missing documents such as recorded mortgages and title policies on
12 the underlying home loans. See Ginnie Mae Nixes Bank of America
13 Mortgage Servicing Transfer.

14
15
16 91. Plaintiff has properly asserted that irreparable damage of a 2.3 Million dollar
17 1099-A for abandonment of partnership interests will be issued to her upon a
18 wrongful foreclosure. *See USA v Deutsche Bank AG et al in the U.S. District*
19 *Court for the Southern District of New York, No. 11-02976. The \$202.3 million*
20 *resolves damages and penalties under the False Claims Act.*

21
22
23 92. Plaintiff is asking the courts UP FRONT to acknowledge that the use of
24 material devisee instrumentality embedded in the application of granting
25 acceptance (the contract), which acts as material violation and that these
26

Notices of Default are the concealment of a completely different transaction.

*****URGENT MATTER AT HAND*****

93. Temporary Restraining Order and OSC re Preliminary Injunction (Rule 65(b)(1)(A)&(B) Rule 65(d)et seq; in re: §2924.12);

EXHIBITS IN SUPPORT OF TRO

94. In support of this Application for writ of prohibition the court will find these

Exhibits:

95. **Exhibit E.** Encoded Defective Deed of Trust associated with the real property which evidences the encoding of the immediate tandem funding of the inclusive Promissory Note from a net advance against a Collateralized Debt Obligation. See MERS MIN#.

96. **Exhibit K.** Grant Deed Title Chain showing Plaintiff's ownership history.

97. **Exhibit M.** Notice of Intent to Preserve Property Outlining Plaintiffs claim against the abandoned Countrywide contracts.

98. **Exhibit C.** Encoded non-compliant Notice of Default date recorded December 22, 2014, *without* a proper Declaration of Due Diligence mandatory under Civil Code § 2923.5. [Declaration of Plaintiff Faith Brashear [hereafter "Faith"] confirms *no "contact"* was effected by the foreclosing Defendant, The

1 Mortgage Law Firm as alleged trustee, Specialized Loan Servicing as alleged
2 servicer] Moreover, under CC § 2923.55, et al, no contact with Plaintiff was
3 made nor notice given prior to the recordation of the defective Notice of
4 Default. Injunctive relief is permitted under the authorities cited, specifically,
5 Civil Code § 2924.19.
6

7
8 99. Plaintiff alleges [and re-alleges in the co-filed *Ex Parte Application for TRO*
9 *and preliminary injunction* that all Defendants violated one or more of the
10 Civil Code provisions, *inter alia*, especially the strict requirement of **Civil**
11 **Code § 2923.55**, [i.e., there was no contact by the proper beneficiary, loan
12 servicer or their trustee prior to recording a notice of default and no
13 declaration of due diligence endorsed by anyone with personal knowledge of
14 the truth of such assertion] sufficiently egregious to warrant injunction against
15 foreclosure of this property under **CC § 2924.12, 2924.18**, et al.
16
17
18

19 100. ***Exhibit D.*** 2009 TILA Recession upon discovery of over \$660k Under
20 the rights of recession the tolerance for a recession upon a presumed refinanced
21 loan in a foreclosure action is allowable when an interest charge 12 C.F.R. §
22 226.23 (h) (2)(i) is understated by no more than \$35; under **Truth in Lending**
23 **Act**, 15 U.S.C. § 1635 et seq., and Federal Reserve Board **Regulation Z**, 12
24 C.F.R. § 226.23. see *Jesinoski v. Countrywide Home Loans, Inc* 729 F. 3d
25 1092 - Court of Appeals, 8th Circuit, 2013 LAW OF THE LAND RULING.
26
27
28

1 *Matter of State Law. 12 C.F.R. pt. 226,. 2(a)(13). Permanently dissolving any*
2 *perceived security interest to the property ab initio.*

3
4 101. ***Exhibit V.*** Federally Discharged 2009 Chapter 7 Bankruptcy
5 permanently dismissing any perceived mortgage note ab initio.

6
7 102. ***Exhibit G.*** Fabricated Assignment of Deed of trust recorded 9/16/2011
8 by Servicer Bank of America successor to BAC Home Loan Servicing FNA
9 Countrywide loan Servicing, prepared by Bank of America the servicer
10 transferring 100% beneficiary interests to themselves.

11
12 103. ***Exhibit B.*** Fabricated Notice of Rescission recorded May 23, 2014 by
13 The Mortgage Electronic Registration System on behalf of Countywide Bank,
14 FSB no longer in business.

15
16 104. ***Exhibit H.*** *Notice of Trustee's Sale dated 4/22/2015 notating
17 installments of principal and in payments occurring after a rescinded
18 instrument. This notice is encoded.

19
20 105. ***Exhibit G.*** Corporation Assignment of Deed of Trust dated 3/20/2012
21 crossing out the word Mortgage. Defendants are aware that NO MORTGAGE
22 exists upon this property.

23
24 106. Plaintiff's home was not in foreclosure when they wrongfully acquired
25 the mortgage servicing rights to her home. By Defendant SLS's own admission
26 in writing, they acknowledged her recessions, yet, despite Ms. Brashear's call
27

28
- 34
JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
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1 after call and at least 40 documented complaints filed directly through the
2 CFPB (that included a QWR, Dispute of Debt, Notice of Error, Cease and
3 Desist) that were all ignored, she received a recorded Notice of Default that is
4 faulty, unlawful and unenforceable as a prefatory tool leading to a non-judicial
5 foreclosure sale/notice of sale which must be stopped.
6

7
8 107. Plaintiff was privileged by Countrywide, (the Classification REMIC's
9 Originator) as a tool of the Industry to solicit synthesized contracts for use in
10 the MERS nominee system as outlined herein.
11

12 108. Plaintiff **PROXIMITY through association.**

13 109. Plaintiff **PROXIMITY through implied 1099 partnership interest.**

14 Plaintiff **PROXIMITY through her granted use of her property as a**
15 **freehold interest in her fee simple estate.**
16
17

18 **PARTIES**

19
20 110. Defendants are as appears on the caption and are in some manner
21 responsible for the wrongful and illegal acts complained of herein.
22

23 111. Defendants and each of them are national banks, lenders and capital
24 providers of purchase money loans to the public, their agents, officers,
25 managing agents, assignees, successors in interest, appraisers, notaries, actual
26 trustees, substitute trustees, and holding company or pooling servicing
27
28

1 agreement authorized trustees and on information and belief are business
2 entities, LLC's and corporations, organized and existed under the laws of the
3 State of California and other jurisdictions, yet unknown who have contacts and
4 are doing business in California.
5

6
7 112. SPECIALIZED LOAN SERVICING LLC, as servicer for HSBC Bank
8 USA, National Association, as Trustee for the Holders of the Deutsche Alt-A
9 Securities, Inc., Mortgage loan Trust, Mortgage Pass-Through Certificates
10 Series 2007 –OA4; , and All persons and entities claiming any right to real
11 property located at 1095 Lowry Ranch Road Corona, California 92881 and
12 Does 1-20, inclusively, and Does 1-20, inclusively and each of them are and at
13 all times herein mentioned was, a business entity or individual agent or
14 assignee or successor in interest doing business in Riverside County,
15
16 California.
17
18

19 113. Defendant NON-ENTITIES ARE INDIVIDUALS with principal places
20 of business within this county.
21

22 114. “All Persons Unknown, Claiming Any Legal Or Equitable Right, Title,
23 Estate, Lien, Or Interest In The Property Described In The Complaint Adverse
24 To Plaintiffs’ Title, Or Any Cloud On Plaintiffs’ Title Thereto” are sued herein
25 pursuant to California Code of Civil Procedure Section 762.020(a).
26
27
28

1 115. Plaintiff is an individual and owner of property the subject premises of
2 this action known as 1095 Lowry Ranch Road, Corona CA 92881

3
4 116. Plaintiff does not know the true names and capacities of the Defendants
5 sued herein as DOES 1 through 20 (“DOE Defendants”), inclusive, and
6 therefore sues said DOE Defendants by fictitious names.

7
8 117. Plaintiffs is informed and believe and based on such information and
9 belief aver that each of the DOE Defendants is contractually, strictly,
10 negligently, intentionally, vicariously liable and or otherwise legally
11 responsible in some manner for the acts and omissions described herein.
12

13 118. Plaintiffs will amend this Complaint to set forth the true names and
14 capacities of each DOE Defendant when same are ascertained.
15

16 119. Plaintiffs are informed and believe and based on such information and
17 belief aver that Defendants and DOE Defendants 1 through 10, inclusive, and
18 each of them, are and at all material times have been, the agents, servants or
19 employees of each other, purporting to act within the scope of said agency,
20 service or employment in performing the acts and omitting to act as averred
21 herein.
22

23
24 120. Plaintiff is unable to allege the elements of such Causes of Action at this
25 time, and as such said pending Defendant(s) are herein named in accordance
26 with the provisions of (*FRCP Rule 17 (b)(2)(3)and et seq where applicable*).
27
28

1 Plaintiff retains the right to have this complaint moved under *FRCR Rule*
2 *17(a)(2)* to further explore the elements of RICO.

3
4 *121.* Plaintiff thereon reserves the right to amend instant Complaint to allege
5 the true names and capacities of such fictitiously named Defendants(s) when
6 the same become known or when it has been ascertained with reasonable
7 certainty that such Cause of Action hereunder can be satisfactorily stated and
8 maintained as against each such fictitiously named individual or entity.
9

10
11 *122.* Each of the Defendants named herein are believed to, and are alleged to
12 have been acting in concert with, as employee, agent, co-conspirator or
13 member of a joint venture of, each of the other Defendants, and are therefore
14 alleged to be jointly and severally liable for the claims set forth herein, except
15 as otherwise alleged.
16

17
18
19 **GENERAL ALLEGATIONS**

20 Plaintiff alleges and asserts the following in this section:
21

22
23 *123.* Plaintiff alleges that plaintiff is the current legal owner of the subject
24 premises by Grant Deed. (exhibit K)

25
26 *124.* Plaintiff is the owner of the Residence located at 1095 Lowry Ranch
27 Road, Corona CA 92881. The subject of this action and for which funds were
28

1 apparently paid for purchasing said home at the subject location which is
2 plaintiff's **PRIMARY RESIDENCE** for purposes of Civil Code § 2923-2924
3 and 2923.55, et seq is the promissory note dated on or about 5/14/2007 This
4 action is subject to the provisions of the *Foreclosure Protection Act of 2013*
5 and the *Perata Act of 2008*. Plaintiff is uncertain of exactly who is the
6 equitable owner under any existing Note or deed of trust associated with the
7 note, thus disputing ownership of the rights. Equitable ownership of the Note
8 or pursuant to a Deed of Trust in California is not an irrebutable presumption
9 nor factual inference and is placed in issue in these pleadings.
10
11
12

13 125. Plaintiff's loan including the promissory note, deed of trust,
14 assignments all are subject to the Civil Code governing non-judicial
15 foreclosures in California and the requirements are binding upon any
16 beneficiaries, loan servicers and trustees associated with the underlying
17 promissory note.
18
19

20 126. By judicial notice to all statutes and case law applicable, any material
21 violations of the codes designed to protect consumers from improperly effected
22 foreclosure proceedings are subject to injunction and restraining orders,
23 concomitantly.
24
25

26 127. Plaintiff alleges [and re-alleges in the co-filed *Ex Parte Application for*
27 *TRO and preliminary injunction* that all defendants violated one or more of the
28

1 Civil Code provisions, *inter alia*, especially the strict requirement of **Civil**
2 **Code § 2923.55**, [i.e., there was no contact by the proper beneficiary, loan
3 servicer or their trustee prior to recording a notice of default and no
4 declaration of due diligence endorsed by anyone with personal knowledge of
5 the truth of such assertion] sufficiently egregious to warrant injunction against
6 foreclosure of this property under **CC § 2924.12, 2924.18**, et al.

9 128. Plaintiff alleges the content of any terms contained in the Note or DOT
10 [deed of trust] are fully subordinate to the Civil Code provisions references and
11 in the event of a breach of the code, the code provisions govern.

13 129. Plaintiff alleges that foreclosing parties have breached contracts
14 promising to reduce the monthly payments and agreement not to foreclose,
15 damages plaintiff's credit, failed properly account for and credit payments, was
16 overcharged on his note from the time of the closing of escrow to the present
17 resulting in charges not owed, but demanded by defendants, and placed other
18 illegal charges against plaintiff's loan account illegally. This demonstrates a
19 pattern and practice of illegal foreclosure activity and corruption causing
20 plaintiff damages and economic injury.

24 130. Plaintiffs asserts the following; (a) that the down payment and closing
25 costs Plaintiff invested are injuries; (b) the pass through funds issued from both
26 national and international investors to the alleged "creditor" that created
27

1 Collateralized Debt Obligations (CDO's) which profited from Plaintiffs
2 signatures are injuries. (c) the mortgage payments made to the Servicers on
3 pre-bifurcated promissory notes on any securitized instrument of MERS are
4 injuries. (d) the value loss and hardship loss of money and/or the ability to pay
5 off any notes are injuries. (e) the loss of a good credit rating are injuries. (f)
6 the falsely inflated value of the home vs the actual value of the property are
7 injuries.
8
9
10
11

12 **PLAINTIFF'S QUITCLAIM DEED OWNERSHIP AND LEGAL TITLE**

13 131. On or about 2006, and subsequent thereto the property as fully and
14 legally described herein, and the essence of the instant Action is real property
15 indisputably owned by record by Plaintiff (*Exhibit K*) as evidenced by that
16 certain deed of title Grant Deed Doc# 2006-0158848, Doc#2007-031-0319878
17 and Doc# 2015-0092654.
18

19
20 132. Plaintiff herein alleges and asserts that she is the Owner and current
21 occupier of the Real Property as described herein the subject of this instant
22 Action.
23

24 133. At issue before the Court is an Assignment of Deed of Trust which is
25 "VOID" by Operation of Law.
26

27 134. The allegations, assertion and contentions of being "Void" as to this
28

“Assignment of Deed of Trust” will be presented herein.

VOID ASSIGNMENT OF DEED OF TRUST

(Plead in the alternative) (Cancelation and Expungement of Instruments)

Carpenter vs Longan 83 U.S. 16 Wall 271 (1872); Domarad vs Fisher 270 Cal App 2nd 543; Lewis vs Booth 345

135. In alternative and as jointly pled, and as a preliminary affirmation and allegation Plaintiff herein contends that the **“Assignment of Deed Trust”** as herein referenced as **“void”** in that they were assigned signature alone by themselves and were not correspondently or contemporaneously assigned with any related Loan, Debt or Promissory Note or related type instrument. An assignment of this nature, absent a joint, corresponding or contemporaneous assignment o the Note is a “Null and Void” transaction, and since this, is what had occurred, the lack of any such joint assignment would render them as being “void”.

136. 1st ASSIGNMENT OF DEED OF TRUST (EX-N) Doc#2011-0411709
Purported Assignment drafted by the “servicer”, “Bank of America as successors by merger to BAC Home Loans Servicing LP FKN Countrywide Home Loans Servicing LP” from Mortgage Electronic Registration System

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 transferring all beneficial interests on behalf of Countrywide Home Loans, Inc.
2 dated 9/16/2011.

3
4 137. 2nd CORPORATION ASSIGNMENT OF DEED OF TRUST/
5 ~~MORTGAGE~~ (EX-N) Doc#2012-0129567 Purported Assignment drafted by
6 “the servicer” “Bank of America as successors by merger to BAC Home Loans
7 Servicing LP FKN Countrywide Home Loans Servicing LP from Countrywide
8 Home Loans, Inc. to “HSBC Bank USA, National Association, as trustee for
9 the holders of the Deutsche Alt-A Securities, Inc. Mortgage Loan Trust,
10 Mortgage Pass-through Certificates Series 2007-OA4”. Transferring all
11 beneficial interests dated Dated May 20,2012 on behalf of Bank of America
12 the “servicer”.

13
14
15
16 138. Plaintiff herein alleges that this initial and original “Assignment of Deed
17 of Trust” as previously alleged in the name of “Countrywide Home Loans,
18 Inc” authorized by the Mortgage Electronic Registration System was
19 conducted during the time that this the Signing entity “Mortgage Electronic
20 Registration System” was suspended by the California Secretary of State, and
21 held inactive as a Business Entity for a numerous amount of years prior to this
22 purported Assignment, which would have been physically, factually and
23 legally impossible, and thus “void”. (Exhibit I) See Also *United States of*
24 *America Department of the Treasury Comptroller of the Currency/ Board of*
25
26
27
28

1 *Governors of the Federal Reserve System/ Federal Deposit Insurance*
2
3 *Corporation/ Office of the Thrift Supervision/Federal Housing Financial Agency*
4 *In the Matter of MERSCORP, Inc and the Mortgage Electronic Registration*
5 *System, Inc. Order to Cease and Desist. MERS MERSCORP and MERS*
6
7 *MEMBERS April 12,2011.*

8 139. Plaintiff herein alleges that this initial and original “Assignment of Deed
9 of Trust” as previously alleged in the name of “Countrywide Home Loans,
10 Inc” was conducted during the time that this the Assignor entity was out of
11 business, and held inactive as a Business Entity for a numerous amount of
12 years prior to this purported Assignment, which would have been physically,
13 factually and legally impossible, and thus “void”.

14 140. Plaintiff herein alleged that the Assignment of Deed of Trust is NOT a
15 Corporate Assignment of Deed of Trust.

16 141. Plaintiff herein alleged that “Bank of America as successors by merger
17 to BAC Home Loans Servicing LP FKN Countrywide Home Loans Servicing
18 LP” was not acting in the capacity of a Corporation for the first original
19 Assignment of Deed of Trust making a transfer to themselves as “individual”,
20 by themselves as “Corporation” factually and legally impossible, and thus
21 “void”.

22 142. Plaintiff herein alleged that “Bank of America as successors by merger
23
24
25
26
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28

1 to BAC Home Loans Servicing LP FKN Countrywide Home Loans Servicing
2 LP” clearly and definitively fabricated a Wild Deed upon Plaintiffs title. *See*
3 ***Exhibit J- Testimony of DeMartini in Kemp vs. Countrywide in RE:***
4 *Notes/Deeds never left the file.*
5

6
7 143. Plaintiff further alleges based upon the factual documents attached
8 hereto as exhibits, and on information and belief, that the Defendants and each
9 of them, and by and through their Agents, either created or caused to be created
10 the drafting, execution, and recording of this instrument which is LEGALLY
11 “VOID”, the subject of a Forgery, containing Fraudulent information and or
12 the identity of the individuals and or entities stated therein, as well as the result
13 of Notary Fraud, and the product of “Robo-signing”. More Specifically
14 Miguel Romero, as the signatory was not so situated, possessed the authority to
15 execute such an instrument, nor was an employed or Agent of the Entity
16 “Mortgage Electronic Registration System, Inc., nor was this individual
17 employed by this entity.
18

19
20
21 144. 2nd ASSIGNMENT OF CORPORATION DEED OF TRUST
22
23 (*Exhibit G*) Doc# 2012-0129567 Purported Assignment drafted by "Recon
24 Trust” a subsidiary to Bank of America “Bank of America as successors by
25 merger to BAC Home Loans servicing LP FKA of Countrywide Home Loans
26 Servicing LP”. to “HSBC BANK USA, National Association, as trustee for the
27
28

1 Holders of the Deutsche Alt-A Securities Ince, Mortgage Loan Trust, Mortgage
2 Pass-through Certificates Series 2007-OA4” Dated March 20, 2012.

3
4 145. Plaintiff herein alleges that this secondary recording perpetrated upon
5 the fraudulent recording of the aforementioned “Assignment of Deed of Trust”
6 was additionally conveyed by a “Corporation Assignment of Deed of Trust” to
7 Defendant HSBC, the Holders of the Mortgage Pass-through Certificates
8 Series 2007-OA4 classification REMIC I was was conducted during the time
9 that this Classification REMIC was extinguished upon the Securities and
10 Exchange Commission. *See Exhibit P- Attestation of Termination of*
11 *classification REMIC; Deutsche Alt A OA4 Series 2007.*

12
13
14 146. Plaintiff herein alleges that the transfer into Mortgage Pass-through
15 Certificates Series 2007-OA4 classification REMIC I would have been
16 physically, factually and legally impossible, because the REMIC was a Special
17 Purpose Vehicle underneath the Mortgage Loan Trust, which was not designed
18 to hold both instruments, this in addition to the first fraudulent assignment
19 makes this transfer “void”.

20
21
22
23 147. Secondly; Assignments of this sort, which was assigned to the “holders”
24 of a REMIC “Securitized Trust” years after it stated and declared a “Closing
25 Date” of June 1, 2007 (this too, was another physical and legal impossibility
26
27
28

1 148. Thirdly; the first Assignment, or its documentary instrument, the
2 “Assignment of Deed of Trust” was the product of “Robo Signing” (a blatant
3 forgery) and thus further “void”:
4

5 149. Fourthly; Any assignment performed or carried out signaturely, alone or
6 by itself, without a corresponding or contemporaneous assignment of the debt
7 (promissory note) it secures, has long standingly been held **“NULL AND**
8 **VOID”**.
9

10 **EMBEDED TRACKING UPON THE CONTRACT**

11
12 150. Plaintiff alleges and asserts that MERS tracks the net advance for the
13 loan that was cancelled upon inception.
14

15 151. Plaintiff alleges and asserts that This is further evidenced by the MERS
16 Min Number as follows:

17 a) The Mortgage Electronic Registration System’s (MERS) Member
18 Identification Number, herein referred to as MIN, identifies the “Trusts”
19 Originator through the first series of numbers as MERS Member
20 1001337.
21

22 b) COUNTRYWIDE BANK, FSB is MERS Member 1001337

23 c) The MERS MIN identifies the second series of numbers as the loan
24 being net advanced as 0002108190.
25

26 d) The loan number recorded on title under the presumption of the
27
28

1 lenders own funds is evidenced above the Doc ID# upon the Deed of
2 Trust as 00016536826405007.

3
4 e) The last digits of the Doc ID# reflect the year. Further the Doc ID# is
5 displayed and recorded upon each corresponding recording pages upon
6 the Deed of Trust.

7
8 f) Plaintiffs loan number disclosed to her by COUNTRYWIDE BANK,
9 FSB was 165368264.

10
11 g) The Investors Interests pass through net advance that extinguished
12 the Mortgage Deed of Trust was 0002108190.

13 152. Plaintiff alleges and asserts that MERS Nominee Capacity allowed them
14 to function in that of a 1031 like for like exchange.

15
16 153. Plaintiff alleges and asserts that a substance for substance agreement
17 was never properly met, therefore must be explored as to what reversionary
18 rights are due and to whom.

19
20 154. Plaintiff alleges and asserts upon belief that the demand issuer traded
21 the payoff for this advance for another 5 years of return.

22
23 155. Plaintiff alleges and asserts that MERSCORP hold the trademark
24 “system” whom Plaintiff contracted with in partnership for the use of their
25 estate as a bases for the collateral obtained.

26
27 156. Plaintiff alleges and asserts upon belief that this partnership is what
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 allows them to swap out their junk asset, under the presumption of a default,
2 when in truth, no defaults in The Mortgage Loan trust exist.

3
4 157. Plaintiff alleges and asserts that no fraud exists at this level if the
5 amount misappropriated is treated as prepaid dividends assigned to a master
6 servicer.

7
8 158. Plaintiff alleges and asserts upon belief that that this also means that the
9 mortgages, that were cancelled, were prepaid for 40 years and thus the legacy
10 aspect of these reverse mortgage purchases and certificate sales.

11
12 159. Plaintiff alleges and asserts that *the Notices of Default issued upon*
13 *thousands of Americans - DID NOT and DOES NOT qualify as lawful*
14 *recapture of a mortgage (see IRC 26 US Code Sec 1250 and 1245 recapture*
15 *rules and disallowance).*

16
17 160. **Plaintiff alleges and asserts that by asserting a Classification REMIC**
18 **as a third party foreclosing beneficiary in order to pursue a foreclosure for**
19 **the purpose of an REO recapture into the Classification REMIC violates the**
20 **tax exempt status under Code US 26 section §860D.**

21
22
23 161. Plaintiff alleges and asserts that once the banking industry successfully
24 removed what was perceived as “a dead beat” borrower under presumptions of
25 law, they are free to tell the IRS, the party they removed by force abandoned
26 their interests.
27
28

1 162. Plaintiff alleges that *a 1099-A is issued for NON ORDINARY*
2 *consideration under section 61 (a) (1) and sec 108 (i) paid post sale – it is not*
3 *one in the same with interest earned by a lender and paid by a debtor.*

5 163. Plaintiff alleges and asserts that a 1099-A is issued as attribution of
6 income charged to the people is being done so as the household charged from a
7 series of timed transfers and exchanges under section 1.1031 where the banks
8 are swapping out their junk assets upon Plaintiffs alleged partnership interests
9 or "interests on like property exchanges." faithin

12 164. Plaintiff alleges and asserts that in the manner in which these REMIC
13 were incepted, they immediately fell under 26 U.S. Code § 673 - Reversionary
14 interests (a) General rule The grantor shall be treated as the owner of any
15 portion of a trust in which he has a reversionary interest in either the corpus or
16 the income therefrom, if, as of the inception of that portion of the trust, the
17 value of such interest exceeds 5 percent of the value of such portion. This begs
18 the questions of punitive tax damage that unveils the mortgages short falls and
19 lack of standing by the 1099 issuer.

23 165. Plaintiff alleges and asserts that the Target Consumers who were
24 victims for use in this tax avoidance scheme, owes/owed the withholding tax
25 on the Certificate of Deposit Index (CODI) under IRC Reg 26 us code 61(a)
26 (1), which under The Mortgage Loan Trusts wash out provisions under their
27
28

1 own accounting “system” is ZERO.

2
3 166. Plaintiff alleges upon belief she ONLY need to pay capital gains tax to
4 the IRS based upon the fair market value of her property in 2009 as it was the
5 Federalized Banking System who abandoned the property prior to these
6 incidents codified under 26 U.S. Code § 108 - Income from discharge of
7 indebtedness prior to her bankruptcy filing in 2008.

8
9 167. Plaintiff inadvertently complied under the 36 month look period and
10 further exercised her rights under Regulation Z which in turn extinguished a
11 nunc-pro tunc contract. A cancellation or extinguishment of an indebtedness
12 that renders the debt unenforceable in a receivership, foreclosure, or similar
13 proceeding in a Federal or State court, as described in 26 U.S. Code section
14 368(a)(3)(A)(ii)

15
16 168. Regulation Z made it clear that, Plaintiff as Pro Se, had the extended
17 right and choose to exercise it, upon the discovery in 2009, that the Finance
18 Charges upon a phantom funded loan were fraudulently understated by
19 \$662,502.47.

20
21 169. The California Supreme Courts held that the **security interest** and
22 obligation to pay charges have been automatically voided per operation of law
23 upon delivery of the recession. *See Jesinoski vs Countrywide.*

24
25 170. Plaintiff asserts that Defendants cannot collect upon an unsecure
26
27
28

1 promissory note Federally discharged that never existed in the first place.

2
3 171. Plaintiff alleges and asserts that since the effect of the estate was for the
4 use of the property as a basis for the collateral it obtained, in taking the
5 property free and clear upon its terminology, it created a freehold use in a fee
6 simple estate.

7
8 172. Plaintiff alleges and asserts that this freehold interests also creates rights
9 in reversionary interests when it can be determined a beneficiary does not
10 exist. Courts are allowed to invalidate some restrictions placed on the
11 alienation of land as a matter of public policy.

12
13 173. Plaintiff alleges and asserts that the recognition of the note’s destruction
14 is by a controversial accounting system under the Accounting Standard Codes
15 (ASC) faithin

16
17 174. Plaintiff alleges and asserts that these accounting systems can be found
18 under Receivables (ASC 310) , Investments (ASC 320) and Other Assets and
19 Deferred Costs(ASC 340) using futures derivatives and short title methods, and
20 other devises.
21

22
23 Example : Et seq. 26 U.S. Code § 1091 - Loss from wash sales of stock
24 or securities (e) Certain short sales of stock or securities and securities
25 futures contracts to sell.

26
27 175. These are always withheld from the courts, and in some cases even their
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
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1 Council.

2 176. Plaintiff questions concerning the intrinsic nature and the use of
3
4 property, have a bearing on whether the foreclosure is subject to § 1245
5
6 disposition and equitable distribution of the capital.

7 177. Plaintiff asserts that aggravation of the 26 U.S. Code to perpetuate these
8
9 contracts are as follow;

10 *§ 1250 property is subject to recapture rules with application to the*
11 *cancellation of debt § 61(a)(1), like kind exchanges § 1.1031, wash sale*
12 *provisions § 1.1091 timing devisees, conversion of income and*
13 *attribution thereof to reconstitute value of these “bad bank” non*
14 *performing assets.*

15
16 178. Herein the discovery reveals the case of a family to be evicted for a
17
18 mortgage that was carried back from the prior settlement event, net funded
19
20 abut showing paid by Plaintiff at settlement.

21 179. Further Plaintiff alleges and asserts that the facts will show by *extremely*
22 *convincing evidence* that Plaintiff is a creditor who holds legitimate reversion
23 interests on her properties against Defendants for the collateral they obtained
24 for the use of Plaintiffs property.
25
26
27
28

BACKGROUND IN RE: PLAINTIFF

1
2
3
4
180. In and around 2005, Plaintiff was privileged by Countrywide Home Loans to broker predatory loans.

5
6
7
8
181. This complaint concerns the function of a synthesized home loan that was refinanced by Plaintiff's by a now non-party "COUNTRYWIDE HOME LOANS", INC; in and around May 14, 2007.

9
10
11
182. Plaintiff attests that her wholesale mortgage brokers agreements stated that Plaintiff was packaging Mortgage Loans for consumers.

12
13
14
15
16
17
183. Plaintiff was offered steering incentives to promote specific programs for the Synthesized Mortgage Deeds of trust which have been determined to be predatory 100% predicate in default programs. *See People v. Countrywide Home Loans.*

18
19
184. The appeal of the product induced Plaintiff to place herself into this product.

20
21
22
23
185. Plaintiff attests and asserts that she held no awareness at the time she was marketing a synthesized Deed of Trust embedded to trigger a default upon a pre-paid installment note. (Exhibit C)

24
25
26
27
28
186. Plaintiff attests and asserts that she held no awareness at the time that the Federalized Banking Industry intent to profit upon a future trading short upon the triggering of default embedded within her contract.

1 187. Plaintiff attests and asserts that she held no awareness at that time she
2 was being, “lawfully seises” of her property for the use of her signature to
3 obtain collateral for certificates being offered through the Classification
4 REMIC I.
5

6 188. Plaintiff attests and asserts that she held no awareness that the
7 Certificates being exchanged were attached to the Manipulated LIBOR Index
8 *See Exhibit Q- Attestation Deutsche Alt A OA4 Prospectus Page one.*
9

10 189. Plaintiff attests and asserts that at that time, she held no awareness that
11 the synthesized contracts she was granted privilege to market, IMPARED THE
12 OBLIGATION OF THE CONTRACT.
13

14 190. Plaintiff attests and asserts that Defendants did not hold the
15 constitutional authority to deprive Plaintiff of her property upon inception.
16

17 191. Neither State nor Federal Courts hold/held the constitutional authority
18 to deprive Plaintiff of her properties.
19

20 192. Plaintiff contracted with Countrywide in and around 2005 under the
21 presumption of substance for substance contract.
22

23 193. Plaintiff re-contracted with Countrywide in and around 2006 under the
24 presumption of a substance for substance contract.
25

26 194. Plaintiff attests and asserts that she was not aware at that time that she
27 was contracted under a re-purposed Deed of Conveyance designed to bypass
28

1 the Securities Market and go directly into collateralization upon her signature.

2 195. Plaintiff attests and asserts that she held no awareness at that time that
3
4 Countrywide was acting as the Originator of a classification REMIC. *See*
5 *Exhibit Q- Attestation Deutsche Alt A OA4 Prospectus in re: Transaction*
6 *Parties.*

7
8 196. Plaintiff attests and asserts that she held no awareness at that time that
9
10 Countrywide was abandoning the alleged notes in their files. *See Exhibit J-*
11 *Testimony of DeMartini Kemp vs. Countrywide: Notes/Deeds never left the file.*

12 197. Plaintiff attests and asserts that she held no awareness that the
13
14 classification REMIC was using a copy of the alleged loans as a bearer note.

15 198. Plaintiff alleges and asserts that no awareness at that time, that NO
16
17 moneys funded Plaintiff's transaction.

18 199. Plaintiff alleges and asserts that she held no awareness at that time, that
19
20 the property was transferred without encumbrances as notated upon the
21
22 contract.

23 200. Plaintiff alleges and asserts that she held no awareness at that time that
24
25 First American Title was issuing Bills of Sale on their Hud Ones.

26 201. Plaintiff alleges and assert that CoreLogic was a part of First American
27
28 Title (Exhibit N Doc#2011-0411709) "*When recorded mail to Core Logic*".

202. In June 2010, CoreLogic, Inc. was established as a standalone business

1 when The First American Corporation split its businesses to create two
2 separate legal entities, CoreLogic, Inc and First American Corporation which
3 provides title and financial services.
4

5 203. Plaintiff alleges and assert that CoreLogic's operations are divided into
6 two segments: Data and Analytics, and Technology and Processing Solutions.
7

8 204. Plaintiff alleges and assert that CoreLogic acquires and links property,
9 mortgage and financial data using models and algorithms to produce analytics
10 for the Banking industry.
11

12 205. Plaintiff alleges and assert that CoreLogic algorithms are embedded in
13 the Mortgage Electronic Registration System.
14

15 206. Plaintiff alleges and asserts that she held no awareness at that time that
16 Defendant HSBC collaborated in the used her signature to obtain an advance
17 upon the future derivative value of her estate.
18

19 207. Plaintiff alleges and asserts that she held no awareness at that time that
20 Defendant HSBC falsely pledged Plaintiff's signature as backing of a
21 classification REMIC. *See Declarations of Faith Collateralization NOT*
22 *securitization.*
23

24 208. Plaintiff alleges and asserts that she held no awareness at that time that
25 she was entering into a partnership interest which would allow Defendant
26 HSBC to swap out non performing assets in the form of a 1099-A
27
28

1 abandonment claim at a later date.

2 209. Plaintiff alleges and asserts that she held no awareness at that time that
3 her property was being broken down into common stock.
4

5 210. Plaintiff alleges and asserts that she held no awareness at that time her
6 property was being openly traded on the SEC stock market through the Bank
7 of New York.
8

9 211. Plaintiff alleges and asserts that she held no awareness at that time that
10 in order to facilitate this claim, Plaintiff would be forced from her home.
11

12 212. Plaintiff alleges and asserts that she did not contract for the possession
13 of Non Ordinary Income as issued upon the 1099-A.
14

15 213. Plaintiff alleges and asserts that she is NOT in possession of the Non-
16 Ordinary Income Fannie Mae deceptively issued to the IRS on Plaintiffs
17 behalf.
18

19 214. Plaintiff attests, alleges and asserts that she is NOT in possession of
20 Non-Ordinary Partnership Income from HSBC.
21

22 215. Plaintiff alleges and asserts that it is a conflict of law to have a third
23 party Fiduciary that holds dominion over all assets granted and conveyed to a
24 trustee under a Mortgage Pass Through Securities Trust.
25

26 216. Plaintiff alleges upon belief that it is a SEC violation to issue a notice of
27 default upon something you are already in possession of.
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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217. Plaintiff alleges and asserts that Defendants and their council cannot argue a mortgage when none exist.

218. Plaintiff alleges and asserts that past Defendants Councils statement of facts are fraudulently misleading because per the CONTRACT, Plaintiff never borrowed monies.

219. Plaintiff asserts Defendants are aware of this, as they are crossing off the word “Mortgage” upon their fraudulent Corporation Deed Transfers”

220. Plaintiff alleges and asserts that she held no awareness at that time, that her signature was being used to obtain collateral in a tax avoidance scheme.

221. Plaintiff alleges and asserts that Defendants **Moral turpitude** of Fraudulent Concealment and Gross misrepresentation to Plaintiff, breach ALL statutes, breach constitutional supremacy laws and do not allow for the “ignorance is no excuse” under our Declared Independence “That to secure these rights, Governments are instituted among Men, **deriving their just powers from the consent of the governed.**”

222. Plaintiff attests that she did not consent to Defendants underlying complexities designed for unjust enrichment and tax avoidance.

223. States and Federal courts HOLD NO POWER to enable a foreclose upon these presumptions being forced upon Plaintiff.

224. **WHEREFORE** Plaintiff asserts the following Congressional intents;

1 Under TILA Section 131(f)(2) evidence of a securitized trust does not exist,
2 wherefore under TILA 1635 (f) (3) consummation never took place, wherefore
3 TILA Recession CANNOT be TIME BARRED.
4

5 225. TILA Rescission can ONLY be Res Judicata if there is an order to
6 vacate the recession in existence. Defendants are beyond statutes of obtain
7 such an order. Tolling is therefore mute.
8

9 226. Strict constitution of Regulation Z states that the VOIDING's in 2009
10 upon ALL Plaintiff's properties ARE/WERE ABSOLUTE.
11

12 In this Plaintiff WILL NOT STAND DOWN.
13

14 **ADDITIONAL REASONS FOR GRANTING INJUNCTION**
15

16 227. Section 2924 provides in part that "*recital in the deed executed*
17 *pursuant to the power of sale of compliance with all requirements of law*
18 *regarding the mailing of copies of notices or the publication of a copy of the*
19 *notice of default or the personal delivery of the copy of the notice of default or*
20 *the posting of copies of the notice of sale or the publication of a copy thereof*
21 *shall constitute prima facie evidence of compliance with these requirements*
22 *and conclusive evidence thereof in favor of bona fide purchasers and*
23 *encumbrancers for value and without notice."* See also Dimock, supra, 81
24 Cal.App.4th 868 [purported sale conducted by former trustee who had
25
26
27
28

1 substituted out and did not have the power to sell the property was void, not
2 merely voidable]; Stockton, supra, 148 Cal.App.2d at p. 564 [trustor sought
3 rescission on grounds of fraud]; Bank of America v. Reidy, supra, 15 Cal.2d at
4 p. 248 [sham bidding]; and Lo, supra, 88 Cal.App.4th at p. 1097 [sham
5 bidding]; see 1 Bernhardt, Mortgages, Deeds of Trust and Foreclosure
6 Litigation, supra, § 7.67, pp. 580-581.) In summary, in addition to procedural
7 irregularity in the notice and sale procedure, the trustor may have other
8 grounds for seeking to set aside a trustee's sale. The matters at hand bottom
9 line, are Federal tax matter issues that do not fall under the State's jurisdiction.
10 In order to rule under color of law, a Judge must first take a constitutional oath
11 of office (5 U. S. C. § 3331). The TRO is a functional request as it would go
12 against the color of law and Congressional intent, not to grant it under
13 Plaintiffs circumstances.

14
15
16
17
18
19 228. Plaintiff has properly alleged an asserted, that the use of material
20 devisee was used instrumentality in the application of granting acceptance of a
21 defective contract, and acts as material violation and concealment of a
22 completely different transaction. It would be unequitable to allow a
23 foreclosure to ensue until these conflicts of law are properly addressed.
24
25
26
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OBSTRUCTION OF JUSTICE**URGENT MATTER OF PROCEDURAL LAW AT HAND****Plaintiff asserts and attests the following in this section:**

229. Defendants have repeatedly attempted to BAR Plaintiff from discoveries in both assertions and in writing specifically stating “Plaintiff should be barred from discoveries” and through unanswered court ordered subpoenas.
230. Defendants attempted to BAR a TILA action upon NEWLY raised issues with new Defendants claiming the new Defendant was under Res Judicata.
231. Past Defendants are engaged in the filtering of questionable benefits to the head Superior Court Justice through his wife’s Real Estate license. In doing so it would appear the model of Judicial Conduct has been compromised by these actions.
232. TILA Rescission is NOT barred before during or after other proceedings unless those other proceedings specifically mention rescission as an issue to be tried.
233. Plaintiffs 2012 State case addressed Violations of the Truth in Lending 129 C(c) (2) [108] under the Securities and Exchange act fore steering incentives offered to Plaintiff as a broker to solicit loans on behalf of

1 Countrywide.

2 234. TILA 1635 recession of Plaintiffs personal loan WAS NOT RAISED as
3 a Cause of Action.

4 235. Defendants “The Mortgage Law Firm” and “Specialized Loan
5 Servicing” were not parties in Plaintiffs 2012 case.

6 236. Plaintiff attests, alleges and asserts that Past Defendants were aware of
7 Plaintiffs rescission.

8 237. JUSTICE SCALIA delivered the opinion of the Jesioski Supreme Court
9 as follows;

10 “The Truth in Lending Act gives borrowers the right to rescind certain loans
11 for up to three years after the transaction is consummated.”

12 238. The statute and regulation specify that the security interest, promissory
13 note or lien arising by operation of law on the property becomes automatically
14 void. (15 U.S.C. § 1635(b); Reg. Z §§ 226.15(d)(1), 226.23(d)(1).

15 239. As noted by the Official Staff Commentary, the creditor’s interest in the
16 property is “automatically negated regardless of its status and whether or not it
17 was recorded or perfected.” (Official Staff Commentary §§ 226.15(d)(1)-1,
18 226.23(d)(1)-1.).

19 240. The security interest is void and of no legal effect irrespective of
20 whether the creditor makes any affirmative response to the notice.

21 -

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 241. At this point, strict construction of Regulation Z would dictate that the
2 voiding be considered absolute and not subject to judicial modification.

3
4 242. **Once the court finds a violation such as not responding to the TILA**
5 **rescission letter, no matter how technical, it has no discretion with respect**
6 **to liability** (in re Wright, supra. At 708; In re Porter v. Mid-Penn Consumer
7 Discount Co., 961 F,2d 1066, 1078 (3d. Cir. 1992); Smith v. Fidelity
8 Consumer Discount Co., Supra. At 898.

9
10 243. **Any misgivings creditors may have about the technical nature of the**
11 **requirements should be addressed to Congress or the Federal Reserve**
12 **Board, not to the Plaintiff, and NOT the courts.**

13
14 244. Since Defendants have/are refusing to settle the matter with clean hands,
15 Plaintiff holds no other remedy at hand but to have these courts order the
16 congressional intent of a TILA rescission as outlined further herein.

17
18 245. To go so far to deprive Plaintiff of her properties as to actually remove a
19 hand carried motion for production of documents holding a request for seal as
20 an informant, in a Federal Bankruptcy court, **goes way beyond contempt.**

21
22 246. Plaintiff alleges and asserts that Bankruptcy courts, their judges and the
23 judges assistance were acting under color of law when this motion was erased
24 from the courts records.

25
26 247. Plaintiff dismissed the State case upon the discoveries of Defendants

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- 64
JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
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1 benefits being bestowed upon the Judge through third party means WITHOUT
2 prejudice. *Exhibit 911*

3
4 248. Plaintiff withdrew through stamped notice, her bankruptcy adversarial

5 **DUE TO TAMPERING WITH COURT DOCUMENTS.**

6
7 249. **Plaintiffs attests, asserts and alleges that DEFENDANTS are**
8 **actively, willfully and deliberately preventing Plaintiff from Bankruptcy**
9 **restructure.**

10
11 250. Defendants are FULLY aware that if a consumer rescinds UNDER
12 TILA within the context of a qualified discharged bankruptcy, courts have held
13 that the rescission effectively voids the security interest, rendering the alleged
14 debt, if any, unsecured (*Exhibit V* chapter 7 discharge). (See in re Perkins, 106
15 B.R. 863, 874 (Bankr. E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr.
16 E.D.Pa. 1991); In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990)).

17
18
19 251. Any alleged loans have been PERMINATLY DISCHARGED under
20 Plaintiffs Federal Bankruptcy Laws and REMAIN PERMINANTLY unsecure.

21
22 252. Since Defendants refuse an amicable resolution, Plaintiff holds ZERO
23 obligations to Defendants and will be holding Defendants and their agents,
24 assigns and/or representatives and their recipients of their benefits, accountable
25 to the **FULL EXTENT OF THIS LANDS LAWS.**

26
27 253. THIS COURT holds ZERO discretion to deny damages, refunds etc. to
28

1 Borrower once a violation of TILA, no matter how small, is presented.

2 254. Defendants past and present are AWARE of the 2009 TILA rescission.

3
4 255. Defendants past and present have ACKNOWLEDGED the 2009 TILA
5 recession.

6
7 256. Defendant Specialized Loan Servicing (SLS) in the Declaration of
8 Daniel Leon, an agent of SLS who offered testimony without stating he holds
9 “personal knowledge”, admits contact from Plaintiff in regards to the TILA
10 rescission, and to loan servicing but not in response to "Contact" to avoid the
11 foreclosure.
12

13 257. The Declaration of Daniel Leon, further admits that SLS does not
14 comprehend TILA provisions, or remedies, **THEREFORE, PLAINTIFF HAS**
15 **DETAILED THIS HEREIN FOR THEIR COMPREHENSION.**
16

17 258. **The creditor’s ONLY task is to take any necessary or appropriate**
18 **action to reflect the fact that the security interest was automatically**
19 **terminated by the rescission within 20 days of the creditor’s receipt of the**
20 **rescission notice (15 USC 1635(b); Reg. Z-226.15(d)(2),226.23(d)(2)).**
21
22

23 259. Defendants Council raising issues of past pleadings bearing NO
24 relevance to their client’s legal responsibilities to COMPLY WITH THE
25 LAW. Any demurs to past pleadings will be moved to be stricken. There are
26 over 90 CFPB complaints that document their client’s awareness and recorded
27
28

1 attestations of their Defendants that confirm awareness. Defendants cannot not
2 hold ignorance as an excuse in Plaintiffs case.
3

4 260. Defendants Council raised issues of non payment which bears NO
5 relevance as NO PAYMENTS can NOT be made upon a Federally discharged
6 Void upon inception, VOID PER OPERATION OF LAW AB INITIO
7 instrument. Any attempts to raise this as an issue will moved to be stricken.
8

9 261. Defendants council overstepped their authority to act on behalf of a
10 Judge through motions in defense of the Judge's income being derived from
11 REO stemming from court cases directed to the Real Estate Company he
12 reports a vested interest in.
13

14 262. Plaintiff was NOT allowed to cross examine the SLS hostile witness,
15 and a TRO was willfully removed to deprive Plaintiff of her property without
16 DUE PROCESS OF LAW.
17

18 263. **The 14th Amendment - explicitly prohibits States from violating an
19 individual's rights of due process.**
20

21 264. **The 5th Amendment – The Federal Government CANNOT deprive
22 individuals of "life, liberty, or property," without due process of the law.**
23

24 265. **To allow these activities to ensue would be a violation of the 8th
25 Amendment by the passive imposing of a 2.3M tax penalty of a forced
26**
27
28

1 **abandonment of partnership NON ORDINARY INCOME PLAINTIFF**
2 **held implied partnership interests thereto, thereunder.**

3
4 266. **PLAINTIFF ALLEGES AND ASSERTS THAT IT IS THE**
5 **CONTRACT THAT IS LOGICALY INCOHERENT, NOT THE**
6 **PLAINTIFF.**

7
8 267. Unenumerated rights will be actual rights insofar as they necessitate the
9 systematization of positively enumerated rights anywhere laws would become
10 logically incoherent, or could not be adhered to or maintained in the exclusion
11 of those unenumerated items as rights.

12
13 268. **An IMPLIED partnership right embedded within these contracts**
14 **exist, therefore Plaintiff must bring forth discoveries under the 9th**
15 **Amendment to explore EXACTLY what those rights were/are.**

16
17
18
19 **PART TWO OF COMPLAINT**

20 269. In Part two if this complaint plaintiff will ask three serious questions
21 before the court. The second part of the complaint deals specifically with
22 unaddressed Matters of Law under Regulations X, (REG-136676-13) and IRC
23 26 U.S. Codes which also ARE NOT subject to judicial modification. Part
24 one should be sufficient enough to justify the quite title in rem. Current
25 Defendants are being asked of their awareness of these undisclosed issues.
26
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270. The arguments presented herein shall give probable cause, that the People of the United States of America, were the target market of synthetic Mortgage Deed of Trust designed to bypass the securitization process.

271. The arguments presented herein shall give probable cause enough to prove, that the People of the United States of America are being victimized in an elaborate tax evasion scheme.

CORE INFORMATION BEING WITHHELD FROM THE COURTS

Just because something is complex, does not mean it should not be heard.

272. Plaintiff alleges upon belief that the documents being generated under the promise of home ownership, holds specific encoding within a tracking system pre-classified to trigger fictitious defaults.

273. Plaintiff asserts that she has been trying to bring forth evidence of the continued manipulation of the Housing Bond Market embedded within recorded documents being computer generated on title.

274. Plaintiff alleges upon belief that initial belief of these encoding systems began in 2014 with Notice of Defaults that recorded “installment defaults” instead of “mortgage defaults” which removed specific verbiage through a series of title slander.

275. CODE OF CIVIL PROCEDURE SECTION 697.510- 697.670

- 69
JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 concerning 697.510. (a) A judgment lien on personal property described in
2 Section 697.530 is created by filing a notice of judgment lien in the office of
3 the Secretary of State pursuant to this article.
4

5 276. In re: Verbiage upon the 2012 Notice of Default. (*Exhibit A*)

6 **That a breach of, and default in, the obligations for which such Deed of Trust is security**
7 **has occurred in that payment has not been made of : FAILURE TO PAY THE**
8 **INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON**
9 **06/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND**
10 **INTEREST, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE**
11 **AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE**
12 **FEES AND COSTS AND/OR ATTORNEYS FEES. IN ADDITION, THE ENTIRE**
13 **PRINCIPAL AMOUNT WILL BECOME DUE ON 06/01/2037 AS A RESULT OF THE**
14 **MATURITY OF THE OBLIGATION ON THAT DATE.**

15 277. Plaintiff alleges that except as provided in subdivision (b) of Section
16 697.540, A JUDGMENT LIEN MAY NOT BE CREATED UNDER THIS
17 ARTICLE IF THE MONEY JUDGMENT IS PAYABLE IN
18 INSTALLMENTS UNLESS ALL OF THE INSTALLMENTS ARE DUE.

19 278. In re: The verbiage was Corrected upon the 2014 Notice of Default. The
20 corrected installment reflected \$660,602.59 (*Exhibit B*)

21 ~~THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE~~
22 ~~06/01/2008, TOGETHER WITH ALL LATE CHARGES, ADVANCES, INTEREST,~~
23 ~~INSURANCE, TAXES AND ASSESSMENTS, IF APPLICABLE.~~

24 That by reason thereof the present beneficiary under such Deed of Trust has deposited with said duly

25 279. It was not until 2014 that revealed evidence of an un-disclosed TILA
26 and RESPA hidden interest charge falling within a 99.1% accuracy (predicted
27 in 2009) of the same value of the installment listed upon the Notice of Default
28

(herein NOD) called due in 2008 upon a corrected Notice of Default in 2014.

280. In re: The 2009 Forensics audits Plaintiff repeatedly sent to Countrywide, Bank of America and BAC Financing with TILA recessions.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT FINDINGS:

1. The “APR”, Annual Percentage Rate is deceptively and fraudulently understated by **1.489%**

2. The “Finance Charge” and “The Total of Payments” are deceptively and fraudulently understated by **\$662,502.47**.

3. In the Area titled “Your Payment Schedule Will Be” the payments are deceptively and fraudulently disclosed as:

12	Payments of	\$4824.59
12	Payments of	\$5186.43
12	Payments of	\$5575.41
3	Payments of	\$5993.57
320	Payments of	\$13,461.08
1	Payments of	\$13,463.07

On the Truth in Lending Disclosures under the Sections titled “Your Payment Schedule Will Be”, for the payments to be accurate as stated in the Adjustable Rate Note and Rider the payments should have been disclosed as:

1	Payments of	\$4824.59
11	Payments of	\$4824.59
12	Payments of	\$5186.43
4	Payments of	\$5575.41
260	Payments of	\$15,218.93
71	Payments of	\$15,218.88
1	Payments of	\$15,219.01

281. Plaintiff asserts that Congress enacted the Home Ownership and Equity Protection Act of 1994, to address predatory lending practices.

282. Plaintiff asserts that the original law by Congress to monitor the Banking industry was the Banking Act enacted by the 14th Congress of the United States in 1815-1817.

283. Plaintiff alleges upon belief that the above verbiage corrections were a mandated change at California Secretary of State level to specifically address specific verbiage upon Banking Industries title recordings.

284. Plaintiff alleges that June 1, 2008 “the date” upon which the Installment was called due, was a Sunday in the States where the banks were closed.

285. Plaintiff alleges upon belief that June 1, 2008 was trading day abroad,

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 which correlated with the Securities and Exchange commissions investigations
2 of short positions upon defaults attached to the Housing Bond Market which
3 yielded manipulated profits.
4

5 286. Plaintiff alleges upon belief that the Notices of Default hold prima facial
6 evidence that can be called forth to demonstrate targeted IRS, Internal Revenue
7 Codes (IRC codes) and encoded default dates, are embedded upon these
8 synthesized contracts.
9

10 287. Plaintiff alleges and asserts, that Synthetic Mortgage Deed of Trusts
11 were nothing more than a divestiture of the collateral they obtained.
12

13 288. Plaintiff alleges and asserts that contracts that evidence direct
14 collateralization of an asset, hold the words ***BORROWER COVENANTS that***
15 ***borrower is lawfully seised of their estate***".
16

17 289. Plaintiff alleges and asserts that contracts that evidence direct
18 collateralization of an asset hold a MERS MIN# that reflects a undisclosed net
19 advanced tandem funding of an net advance against the collateral it obtained.
20

21 290. Plaintiff alleges and asserts this verbiage is BREACH of Supremacy
22 laws and a Violation of Constitutional protected rights of due process.
23

24 291. Plaintiff alleges and asserts that a Repossession (or REPO) is a term
25 used to denote a financial institution taking back an object that was either used
26 as collateral or rented or leased.
27
28

1 292. Plaintiff alleges and asserts that The mechanics of a repo involve buying
2 and then reselling securities at a set price and a set time, at its financial
3 essence, is a collateralized loan. Under a traditional Security Instrument, this
4 would ONLY allow for the repossession and redistribution of the certificates
5 themselves.
6

7
8 293. Plaintiff alleges and asserts that to misconstrue Constitutional protected
9 rights so egregiously as to turn a home into a Housing Bond Market REPO for
10 the purpose of circumnavigating the tax exempt status of a Special Purpose
11 Vehicle under a Pass Through Mortgage Loan Trust, not only misappropriates
12 the use of Internal Revenue codes, it infringes civil liberties, as a result of the
13 willful harm it inflicted.
14
15

16 294. **Substituting a household into a Federal Repo is not an Internal**
17 **Revenue Rule policy EVER allowed nor has Congress enacted such in 75**
18 **years of housing legislation.**
19

20 295. Plaintiff alleges and asserts that these historical events succeeded in
21 turning any contractual duty utilized by this system, unenforceable, null and
22 void under UCC § 3-305(b)(1)(ii)(iii); Illegality based in fraud that induced the
23 obligor to sign the instrument with neither knowledge nor reasonable
24 opportunity to learn of its character or its essential terms.
25
26

27 296. Plaintiff alleges upon belief that the discoveries of continued
28

1 manipulations of the Housing Bond Market were obtained through the July 8,
2 2015 stock market glitch.

3
4 297. Plaintiff alleges upon belief that the date of the glitch itself, allowed
5 further discoveries of core algorithms embedded within the MERS tracking
6 system. If proven successfully, it would indicate a premeditated future
7 triggered event.
8

9
10
11 **WHAT TIPS THE SCALES IN ORDER FOR JUSTICE TO ENSUE?**

12 298. It has been found that MERS violates U.C.C.-ARTICLE § 1-202.
13 Notice; Knowledge. (a) Subject to subsection (f), a person has "notice" of a
14 fact if the person: (1) has actual knowledge of it; (2) has received a notice or
15 notification of it; or (3) from all the facts and circumstances known to the
16 person at the time in question, has reason to know that it exists. At no time did
17 MERS disclose that the "lender" was using funds from investors on the credit
18 of Warehouse lenders who took presales of certificates to fuel the MERS
19 system.
20
21
22

23 299. Plaintiff properly asserts that Defendant HSBC VIOLATED U.C.C.-
24 ARTICLE 3 §3-302 (a)(1) defines a Holder in Due Course as the holder of an
25 instrument if: (1) the instrument when issued or negotiated to the holder does
26
27
28

1 not bear such apparent evidence of forgery or alterations or is not otherwise so
2 irregular or incomplete as to call into question its authenticity;

3
4 300. Plaintiff properly asserts that Defendant HSBC has obscured justice
5 Under UCC § 1-206. Presumptions. Whenever the Uniform Commercial Code
6 creates a "presumption" with respect to a fact, or provides that a fact is
7 "presumed," the trier of fact must find the existence of the fact unless and until
8 evidence is introduced that supports a finding of its nonexistence
9

10
11 301. Plaintiff properly asserts that Under § 2-403. Power to Transfer; Good
12 Faith Purchase of Goods; "Entrusting". MERS as an electronic nominee
13 beneficiary did not have the power to electronically transfer because the
14 transferor aka the "lender" was not acting in the capacity of a "transferor"

15
16 302. Plaintiff properly asserts that under UCC § 2-503. Manner of Seller's
17 Tender of Delivery 5) Where the contract requires the seller to deliver
18 documents (b) tender through customary banking channels is sufficient and
19 dishonor of a draft accompanying the documents constitutes non-acceptance or
20 rejection.
21

22
23 303. Plaintiff properly asserts that by failure to disclose whom the true lender
24 was upon this contract, Countrywide, Bank of America, and Specialized Loan
25 Servicing acted/are acting in bad faith which under UCC § 2-506 revokes their
26 alleged and or implied securitization rights to these properties.
27
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 304. Plaintiff properly asserts that under UCC § 2-508 no offer to cure this
2 improper net advance was made, under the pooling and servicing within a
3 “reasonable” or “seasonable” time, these bearer notes became nothing more
4 than voidable promissory notes where monies have yet to be lent to the
5 consumer.
6

7
8 305. Plaintiff properly asserts that where MERS status as a nominee trustee
9 unequivocally was breached upon inception, in this instance elaborated herein,
10 and in accordance with UCC § 2-510 (1) Where a tender or delivery of goods
11 so fails to conform to the contract as to give a right of rejection the risk of their
12 loss remains on the seller until cure or acceptance. And yet... the National
13 Securitization Forum plans to make these ultra vires activities legal under a
14 UCC Law? Plaintiff would like to know exactly when the World decided that
15 1000 shades of gray was the new black and white?
16
17

18
19 306. There are approximately 500 Mortgage pass through classification
20 REMIC's that marketed these synthesized contracts of conveyance.
21 Negotiations to pay in upwards of 90% of the loan values have been pre-
22 arranged by the FDIC (evidenced on Plaintiffs 2nd mortgage not yet raised).
23 The UCL foreclosure act will allow a servicer to identify contracts holding
24 legal impossibilities, such as plaintiffs, as blights within their system in order
25 bypass the tax exempt status of a SPV classification REMIC.
26
27
28

1 307. Once Identified, the servicer can then call them immediately due and
2 payable at the push of a 30-day button, regardless if they are in good standing
3 or not. In turn this means that all these back door attorney loan modifications
4 will be made called due.
5

6 308. In accordance to the Official Staff Commentary §§ 226.15(d)(1)-1,
7 226.23(d)(1)-1. Regardless of the fact no securitization or mortgage existed,
8 and by the by court rulings held in re Perkins, 106 B.R. 863, 874 (Bankr.
9 E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr. E.D.Pa. 1991); In re Moore,
10 117 B.R. 135 (Bankr.E.D. Pa. 1990)) because of the complexities created by
11 Plaintiffs contract, a **Substantive Test for Conditions Subsequent** would be
12 needed in this matter to asset in figuring out a way to properly reconstitute the
13 value of the bonding asset (freehold use of the estate under a separate (SPV)
14 within the Mortgage Loan Trust) with the IRS without the use of the UCL
15 foreclosure act (Exhibit Y).
16
17
18
19

20 309. Plaintiff alleges and asserts that Multiple foreclosures enacted under a
21 **(SPV) Classification REMIC-I** currently violates the tax exempt status of a
22 Special Purpose Vehicle because foreclosures initiated under a mortgage pass
23 through trust do not qualify under *IRC 26 US Code Sec 1250 and 1245*
24 *recapture rules and disallowance.* The states do not hold Federal authority to
25 interfere with a Government agency such as the IRS. By passing judgment the
26
27
28

1 states have imposed millions of 1099 implied partnership interest upon millions
 2 of homeowners. This is the substituting a Federal Repossession at a State level
 3 and enabling the swap out of antecedent debt from the banking initiatives as far
 4 back as 1985. Plaintiff alleges that this is a legal impossibility of the contract,
 5 as the contract itself specifies its use is for US Currency and NOT non-
 6 ordinary income.
 7

8
 9 310. Plaintiff alleges upon belief that this has already been done to Plaintiff
 10 prior to her signing the contract. *See below spread sheet that outlines the*
 11 *Offsets embedded in Plaintiffs title recordings.* A Substantive Test for
 12 Conditions Subsequent would substantiate Plaintiffs findings as this is based
 13 “core logic”.
 14
 15
 16
 17

Offset	Subordinate Loan	Coupon	Ann Debt	Years	Capitalized Costs	Pari-Passu
6/30/2005	(660,602.49)	(21.10)	31,305.00	9/15/1985	(660,602.49)	(660,602.49)
9/15/1985	330,301.25	10.55	31,305.00	3/6/2006	330,301.25	(330,301.25)
3/6/2006	362,425.76	9.35	38,782.00	7/8/2015	362,425.76	32,124.51
7/8/2015	1,500,000.00	46.69	32,124.51	12/5/1987	1,500,000.00	1,532,124.51

18
 19
 20
 21
 22 311. **According to the American Bar Association and their addressing**
 23 **the matter herein Plaintiff’s cites the proposed Regulations provided by**
 24 **the department of Treasury as follows: (Exhibit 4)**

25
 26 *"On April 13, 2011, the Department of the Treasury (the “Treasury”)*
 27 *and the Internal Revenue Service (the “Service”) published a notice of*
 28

1 proposed rule making in the Federal Register containing proposed
 2 regulations under section 108(a)(1)(A) and (B)1 (the “Proposed
 3 Regulations”). Proposed Regulations provide that, for purposes of
 4 applying the insolvency exceptions of section 108, a disregarded entity
 5 or grantor trust shall not be considered to be the “taxpayer,” but,
 6 rather, the owner of the disregarded entity is the taxpayer . . . that, for
 7 purposes of applying the insolvency exceptions of section 108,” . . . a
 8 disregarded entity or grantor trust shall not be considered to be the
 9 “taxpayer,” but, rather, the owner of the disregarded entity is the
 10 taxpayer.” Grantor trust and disregarded entity . . . shall not be
 11 considered to be the “taxpayer”

16 312. Plaintiff alleges and assert that a Mortgage Pass though Trusts, by their
 17 function as a pass through trust, is not a grantor trust. This is why the
 18 American Bar Association is making the above recommendation to the IRS.
 19 (Further elaborated upon in the 36 month look back)

21 313. Plaintiff alleges and asserts that this is called contra accounting and it
 22 allows the money borrowed to be earned by lender in a reverse method of
 23 accounting used to offset the accrual . in re:..” ...a disregarded entity or grantor
 24 trust shall not be considered to be the “taxpayer,” . . . but, rather, the owner of
 25 the disregarded entity is the taxpayer.”

FOURTH QUESTION BEFORE THE COURT

- 1
2
3 314. Who is the owner of the disregarded entity or grantor trust? Because
4 according to the American Bar Association, whoever is that owner of title its
5 shares are valued at 0.00 basis in asset.
6
- 7 315. Part two of Plaintiffs complaint deals directly with matters of law under
8 26 U.S. Code § 168 - Accelerated cost recovery system under (4) where the
9 Salvage value treated as zero –Therefore, Plaintiff must insist, for
10 administrative research to be entered into discovery so that these courts can
11 help Plaintiff bring further clarity to these courts in regards to information
12 being deliberately withheld from the courts and Defendants Council.
13
- 14 316. Plaintiff properly alleges and asserts that what transpired was legally
15 impossible as it violates the due process clause of the 14th amendment.
16 Plaintiff cannot be deprived of her property without due process of law, yet
17 Plaintiff was deprived of her property upon inception, such a thing is a legal
18 impossibility.
19
- 20 317. Plaintiff has properly alleged and asserted and now re-asserts that
21 defects of such a nature under a contract cannot be cured, only analyzed to the
22 future impacts they will have against society as a whole.
23
- 24 318. Plaintiff properly alleged and asserted that the contract, when broken
25 apart, reads as Deed of Conveyance. (further outlined herein)
26
27
28

1 319. Plaintiff is exercising her reversionary rights to this property as it would
2 appear by the verbiage of the contract, that Plaintiff granted a freehold
3 interested in her fee simple estate. Until this case is actually allowed the due
4 process that it was denied ab intio, both Plaintiff and Defendants are being
5 forced to take actions to protect the properties interest. To Plaintiff, this
6 means the property itself as she is the Grantor. To Defendants, this means the
7 bonding asset used for the collateral it obtained.

10 320. Plaintiff alleges and asserts that Plaintiff and Defendants are caught
11 within conflict of laws under presumption of law, which are enabling these
12 unaddressed supremacy laws to remain broken.

15 321. Plaintiff properly alleges and asserts that Plaintiffs mortgage was charge
16 off from the loans commencement. See US Code 26 Section 61 (a) (1).

18 322. Plaintiff properly alleges and asserts that the Instalment foreclosure
19 listed upon the Notice of Default falls under US Code 26 Section §453.

20 323. Plaintiff properly alleges and asserts that under US Code 26 Section
21 §453 as it pertains to marketable securities (2) (B) *Substantial diminishing of*
22 *risk of ownership. The running of the 2-year period set forth in subparagraph*
23 *(A) shall be suspended with respect to any property for any period during*
24 *which the related person's risk of loss with respect to the property is*
25 *substantially diminished by— (ii) the holding by another person of a right to*
26
27
28

1 *acquire the property the holding by another person of a right to acquire the*
2 *property.*

3
4 324. Plaintiff alleges and asserts that the assignments outlined as void in part
5 one of plaintiff's complaint are for an interest in title at a basis of 0.00.

6
7 325. Plaintiff alleges and asserts that she is the holder of the title on the
8 properly located at 1095 Lowry Ranch Road, Corona CA 92881. (Ex K)

9 326. Plaintiff properly alleges and asserts that Plaintiff executed a deed
10 transferring title into a grantor trust to form the estate ". . . *hereby conveyed*
11 *and has the right to grant and convey the Property and that the Property is*
12 *unencumbered....*"

13
14
15 327. Plaintiff properly alleges and asserts that Plaintiffs *DEED on that*
16 *property goes on to state " conveyed . . .except for encumbrances of record."*

17
18 328. Plaintiff properly alleges and asserts there are no encumbrances on title
19 record and that the encumbrances of record created by the Classification
20 REMIC through the credit it obtained, are internally tracked under the MERS
21 tracking system.

22
23 329. Plaintiff properly alleges and asserts that that after the existing mortgage
24 was paid the title is left free and clear.

25
26 330. Plaintiff properly alleges and asserts that after that the new loan is
27 satisfied under US 26 §61 (a) (1) for the cancellation of debt and involuntary
28

1 conversion to income. *See Exhibit F*

2
3 331. Plaintiff properly alleges and asserts that Upon an installment
4 arrangement Plaintiff was credited the amount for paying back the the demand
5 for payoff. This indicates the demand was not paid and the funds were
6 borrowed from Plaintiff at time of closing.

7
8 332. Plaintiff alleges and asserts that The mortgage charged off for a tax
9 credit taken by the “lender” for the NOTES FACE VALUE.

10
11 333. Plaintiff alleges and asserts that the note is amortized at 10 percent
12 equal to the face value.

13
14 334. Plaintiff alleges and asserts that the basis of her asset is 0.00.

15 335. Plaintiff alleges and asserts that under US Code 26 §1033 (a) *General*
16 *rule. If property (as a result of its destruction in whole or in part, theft, seizure,*
17 *or requisition or condemnation or threat or imminence thereof) is compulsorily*
18 *or involuntarily converted—(ie. Seised into a stock conversion) (b) Basis of*
19 *property acquired through involuntary conversion (B) increased in the amount*
20 *of gain or decreased in the amount of loss* *to the taxpayer recognized upon*
21 *such conversion under the law applicable to the year in which such conversion*
22 *was made.*

23
24
25
26 336. Plaintiff alleges and asserts that the Terminated Special Purpose Vehicle
27 that HSBC is acting as trustee on behalf of, (Ex C- Corrected NOD) upon an
28

1 undisclosed installment foreclosure, is in violation of 26 U.S. Code § 453 (7)

2 Exception where tax avoidance not a principal purpose.

3
4 337. Plaintiff alleges and asserts that the Classification REMIC I listed upon
5 the NOD (Ex A and Ex C) is a Special Purpose Vehicle Under US 26 section
6 §860 which was not designed to hold the note and the deed simultaneously.
7

8 338. Plaintiff alleges and asserts that the Classification REMIC I listed upon
9 the NOD (Ex A and Ex C) is a Special Purpose Vehicle Under US 26 section
10 §860 which was designed to hold abandoned REO properties.
11

12 339. Plaintiff properly alleges and asserts that the recordation of the notices
13 of default show intent to lay false claims of abandonment in order to convert
14 and transfer anteceded debt onto Plaintiff by conducting foreclosures upon an
15 entirely different transaction that do not qualify under *IRC 26 US Code Sec*
16 *1250 and 1245 recapture rules and disallowance* under the presumption of
17 laws bearing no relevance to the matter at hand.
18

19
20 340. Plaintiff properly alleges and asserts that HUD advanced as shown but
21 allowed SOMEONE ELSE or what is now deemed a DISREGARDED
22 ENTITY, to take the money and leave the non disclosed payoff lender with an
23 outstanding balance owed by Plaintiff that they themselves gave 100% money
24 back assurances upon certificates they hold. To simplify, Banks cannot lend
25 credit regardless of how well they disguise the process.
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341. Plaintiff reassures the court that it does becomes more comprehensive once you are shown how their system works within the IRS CODES themselves. IRS CODES are matters of LAW, which can never be theorized, as the Federal Government will not let you.

FIFTH QUESTION BEFORE THE COURT

342. **How can these entities hold authority to foreclosure when the contract itself was nothing more than a divestiture of the collateral it obtained upon the use of Plaintiffs signature?**

343. Under Title 12, Section 24, Paragraph 7. It states quite clearly, that banks can only loan money, not credit otherwise it goes beyond the powers of National Banking Association. *See Memorandum outlining supporting Ultra Vires Case law.*

SIXTH QUESTION BEFORE THE COURT

344. **How then can a court decide the matter of standing to enforce a security where the security is further extinguished with the cancellation of the debt under US 26 sec 61 (a) (1) and the title transferred by the household was in exchange for interests affirmed or shown otherwise to fall short of the five percent threshold as decreed under US 26 Sec 673 as**

1 **this would mean households across the nations would fall into this ruling.**

2
3 345. The Supreme Court set forth plain terms that emphasized that a
4 preliminary injunction “is an extraordinary remedy never awarded as of right”,
5 but only “upon a clear showing that the plaintiff is entitled to such relief”.
6
7 The Court explained that its “frequently reiterated standard” for injunctive
8 relief requires a plaintiff seeking a preliminary to establish: (1) the they are
9 likely to succeed on the merits (2) that they are likely to suffer irreparable harm
10 in the absence of preliminary relief (3) that the balance of equities tips in his
11 favor, and (4) that an injunction is in the public's interest. Plaintiff actually
12 meets all four requirements.
13
14

15 16 **INFERIOR COURTS ARE IN CONFLICT OF LAW**

17 346. A rescission action may not be barred by prior or subsequent TIL
18 litigation which did not involve rescission (Smith v. Wells Fargo Credit Corp.,
19 713 F. Supp. 354 (D. Ariz. 1989) (state court action involving, inter alia TIL
20 disclosure violations did not bar a subsequent action based on rescission notice
21 violations in conjunction with same transaction which were not alleged or
22 litigated in prior action) (See also In re Laubach, 77 B.R. 483 (Bankr. E.D. Pa.
23 1987) (doctrine of merger bars raising state and federal law claims arising from
24 a transaction on which a previous successful federal TILA action was based;
25
26
27
28

1 merger does not bar, however, rescission-based on the same transaction)).
2 Plaintiff alleges and asserts that Rescissions remain in effect upon all of
3
4 Plaintiffs properties.

5 347. The **SUPREME COURT** overruling of Inferior Courts interference
6 with TILA Recession by the JESINOSKI ET UX. v. COUNTRYWIDE
7 HOME LOANS, INC., ET AL, ruling AND Plaintiffs specific rulings were
8 made void by by the **SUPREME COURT** overruling Inferior Courts fence
9 standing in RE: THOMAS A. GLASKI, Plaintiff and Appellant, v. BANK OF
10 AMERICA, NA et al. with the TSVETANA YVANOVA v. NEW CENTURY
11 MORTGAGE CORPORATION et al., See the 2016 TSVETANA YVANOVA v.
12 NEW CENTURY MORTGAGE CORPORATION et al. opinion citation “*We*
13 *conclude that a borrower may challenge the securitized trust’s chain of*
14 *ownership by alleging the attempts to transfer the deed of trust to the*
15 *securitized trust (which was formed under New York law) occurred after the*
16 *trust’s closing date. Transfers that violate the terms of the trust instrument*
17 *are void under New York trust law, and borrowers have standing to challenge*
18 *void assignments of their loans even though they are not a party to, or a third*
19 *party beneficiary of, the assignment agreement.”.*

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26 348. **MORE IMPORTANTLY** Plaintiffs specific rulings were made void
27 by the judicial misconduct of Judge Daniel A Ottolia who Plaintiff alleges and
28

1 asserts **acted under color of law** in his capacity as a judge in the **SUPERIOR**
2 **COURT OF CALIFORNIA COUNTY OF RIVERSIDE – Historic Courthouse**
3
4 which in turn has compromised the integrity of those courts under of U.S.
5 Code § 242. *See Pulliam v. Allen, 466 U.S. 522 (1983).*
6

7 349. It is upon ethical and moral belief, that a Judge should not be allowed
8 to hold a documented vested income in the outcome of Plaintiffs case from
9 pre-existing and continuing benefits received by Defendants through his
10 wife's Real Estate License under the Real Estate company he reports business
11 ownership interest of over 10% of on his CA FORM 700.
12

13
14 350. Plaintiff alleges and asserts that preliminary investigations would
15 indicate that Over 85% REO business of this vested interest stem from court
16 cases. The research was based upon 100 random REO listing between 2006 to
17 current.
18

19
20 351. Plaintiff alleges and asserts that Plaintiff is in conflict with inferior
21 courts as both the Judge's wife and Plaintiff are on the same Board of Realtors
22 who both work in the same town the Judge, through his wife, derives these
23 benefits from Defendants in Plaintiffs 2012 case, which has not, and could
24 never TILA barred as an order to vacate the TILA recession is the ONLY thing
25 that prevents a TILA action.
26
27
28

1 352. Plaintiff is a licensed Real Estate Broker whose professional oaths
2 conflict with the inferior courts activities. *See Declaration's of Faith I -*
3 *Judicial Misconduct - See Exhibit 911.*

4
5 353. While it is not enough to question external business affairs of a judge in
6 and of itself, it is enough to question the action of a Judge, if you are given
7 negative days to respond to a motion to strike issued by Defendants attorney
8 acting on behalf of the judge acting under the color of law, who in turn
9 refuses to recuse under a 170.6 prejudice challenge, then dissolves a TRO
10 upon issues not before the court, while proceeding to tell Plaintiff that their
11 objections to this strike to Defendants objections were untimely and that in
12 order for him to recuse himself, Plaintiff would have had to know these
13 conflict within 30 days of her filing. THIS IS CONTRARY to what the LAW
14 STATES.

15
16 354. Plaintiff alleges and asserts that **Either this judge did not know the law**
17 **(which would be incompetence), or, this judge ignored the law (which would**
18 **be unconscionable).** Either way it was not possible that the matters in
19 Plaintiffs case now being raised, could have been done so in 2012 because
20 due process was never allowed, new Defendants and violations are involved,
21 and Title recordings evidencing the encoded tracking system did not present

1 themselves until 2014. Plaintiff could not have confirmed their existence until
2 2015 and further had to wait for New Defendants to make a false claim in
3 2016 (exhibit Z).
4

5 355. Plaintiff asserts that the inferior courts have NOT ruled upon the merits
6 of Plaintiffs case, as a vested interest in the outcome of Plaintiffs State case
7 exists.
8

9
10 356. Plaintiff further alleges and asserts that the inferior courts acted under
11 color of law and abused their constitutional oath of office (5 U. S. C. § 3331).
12

13 357. Judicial misconduct has been reported to the State of California
14 Commission on Judicial Performance, the District Attorneys office, the
15 Department of Justice and the Federal Bureau of investigation.
16

17 358. Plaintiff alleges and asserts that Plaintiff's **PROTECTED**
18 **Constitutional rights, are being IGNORED.**
19

20 359. Plaintiff has the right to question these actions under *Cannon 3 - Rule*
21 *3.11 (B)(2)(B)(4) - Rule 3.5 use of non public information for Rule 3.13 (A) A*
22 *judge shall not accept any gifts, loans, bequests, **benefits**, or other things of*
23 *value, if acceptance is prohibited by law* or would appear to a reasonable*
24 *person to undermine the judge's independence, * **integrity, * or impartiality.****
25
26

27 360. To date nothing in Plaintiffs 2012-2014 notices or correspondence has
28 eluded or even mentioned the tax issues triggered by the Defendants

1 purportedly to whom their agents represent.

2
3 361. Plaintiff alleges and asserts that new discoveries make it clear that
4 inferior courts do not and did not hold proper jurisdiction to adjudicate upon
5 plaintiffs past case.
6

7 362. Plaintiff seeks a declaratory judgment that the rulings at the inferior
8 courts are void ab initio and retains the right to investigate the Judges
9 activities upon court cases as he has held both in oversight and in direct
10 rulings, income derived as a result from Defendants REO listings benefits to
11 the company he reports holding a vested ownership interest in. See *Rotella*,
12 528 U.S. 549, 552- 53, 120 S.Ct. 1075, 145 L. Ed. 2d 1047 (2000).
13
14
15
16

17 FALSE CLAIMS

18 363. Contracts upon Plaintiffs properties have been identified as
19 Synthesized Mortgage Deeds of conveyance under Fannie Mae/Freddie Mac
20 Uniform instruments.
21

22 364. Plaintiff reserves the right to bring forth additional suits and/or
23 additional Defendants who collaborated in the enactment of wrongful
24 foreclosures upon her Washington State properties.
25

26 365. Defendants have collaborated in fraudulent misrepresentations.
27
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 366. Defendants have laid, or are attempting to lay false claims under 26
2 U.S. Code § 63 for Plaintiffs **implied** participation in a mortgage trust pass-
3 through partnership under the ruse of a “dead beat borrower”.

4
5 367. Defendant HSBC has participated in the manipulations of benchmark
6 indexes which are apparent in Plaintiffs case. (UCC § 3-305(b)(1)(ii)(iii);
7 Illegality based in fraud)

8
9 368. Defendants HSBC upon belief has participated in the encoding of
10 contracts and notifications that convey IRC encodings that evidence the
11 triggering of a default of the instrument which are evident in Plaintiffs case.

12
13 369. Defendants HSBC upon belief has participated in the encoding of
14 contracts and notifications that would evidence tampering with the housing
15 bond market.
16

17
18
19 **STATEMENT OF THE FORTHCOMING CASE**

20 370. There exist a need to address a judicial controversy over defective
21 product design of the platform including all "shared" operating systems and
22 computer tracking devises including any and all recording contemporaneous
23 records systems and book entry methods believed withheld from the court, the
24 Internal Revenue Service and Securities and Exchange Commission.
25

26 371. There are three types of Restrictions of which two of the three must
27
28

1 be introduced into court to assist their justification of their decision.

2
3 372. Forfeiture is a grant, which states that the grantee forfeits the land if he
4 makes a transfer. Plaintiff did not make a grant to forfeit her property.

5 1 - Promissory is a grant that has a covenant forbidding alienation.

6 Plaintiff did not promise to pay upon the alienation of her rights to
7 home ownership. Defendants grossly misrepresented their intents.

8 2- Remedy is either injunction or damages for breach of contract.

9 Plaintiff was never in default of her contract as Defendants satisfied the
10 terms and conditions though the partnerships created with the Mortgage
11 Electronic Registration System (herein MERS) as the nominee
12 beneficiary. Defendants were in breach of the contracts consummation
13 by its design to bypass the securitization process to go directly into
14 collateralization.
15

16 3- Effect of Rule is the type of estate that was conveyed
17 influence the effect of the rule. Defendants used Plaintiffs signature
18 upon the contract as a divestiture for the collateral it obtained. In doing
19 so, Defendants created an implied future partnerships interest for the
20 purpose of Non Ordinary Income transfers to Plaintiff at a future date in
21 time.
22
23
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WHERE THE TAX AVOIDANCE BEGAN**JUDICIAL NOTICE OF VERBIAGE ON THE SYNTHESIZED CONTRACT**

373. The Deutsche Bank Securities Pass-Through Mortgage Loan Trust's broke real estate mortgage investment conduits into three parts – (Specifically outlined in the Pooling and Servicing Agreements).

374. A REMIC is a Real Estate Mortgage Investment Conduit.

375. A REMIC is considered a tax exempt Special Purpose Vehicle herein (SPV)

376. The PRELIMINARY STATEMENT of the classification REMIC's Pooling and Servicing Agreements goes on to explain each REMIC's function.

377. **REMIC I** represents the pooled loans under certain Classifications, and the claimed REO properties and/or proceeds. Therein identified as the Deutsch Alt-A Securities Inc, Mortgage Loan Trust, Mortgage Pass-through Certificate Series 2007-OA4 herein referred to as "Classification REMIC I". The pooled loans are classified under a Tiered System and labeled T1-T2-T3 which in turn corresponds to an attached Class of Certificate, or Component offering.

378. **REMIC II** constitutes the alleged assets of REMIC I - This REMIC holds the address of property in a freehold status, for the use of the estate as the bonding mechanism for the securitization process as an Accretion Directed Class.

- see *Declarations of Faith II Collateralization NOT Securitization*

379. **REMIC III** constitutes Regular Interests of the assets of REMIC II and is considered the “Master” REMIC. This would be a consumer’s monthly payments to a sub-servicer who in turn passes it through to the Master Servicer of REMIC III who in turn issues dividends and interest payments to the Certificate Holders of the Mortgage Loan Trust Classification REMIC I on behalf of The Mortgage Loan Trust.

380. In RE: Page 59 of the Pooling and Servicing Agreement of Deutsch Alt-A Securities Inc, Mortgage Loan Trust’s Classification REMIC.

REMIC: A “real estate mortgage investment conduit” within the meaning of Section 860D of the Code.

REMIC Provisions: Provisions of the United States federal income tax law relating to real estate mortgage investment conduits, which appear at Section 860A through 860G of the Code, and related provisions, and proposed, temporary and final regulations and published rulings, notices and announcements promulgated thereunder, as the foregoing may be in effect from time to time.

REMIC Regular Interest: A REMIC I Regular Interest, REMIC II Regular Interest or a REMIC III Regular Interest.

Remittance Report: A report by the Securities Administrator pursuant to Section 4.3.

REO Disposition: The sale or other disposition of an REO Property on behalf of REMIC I.

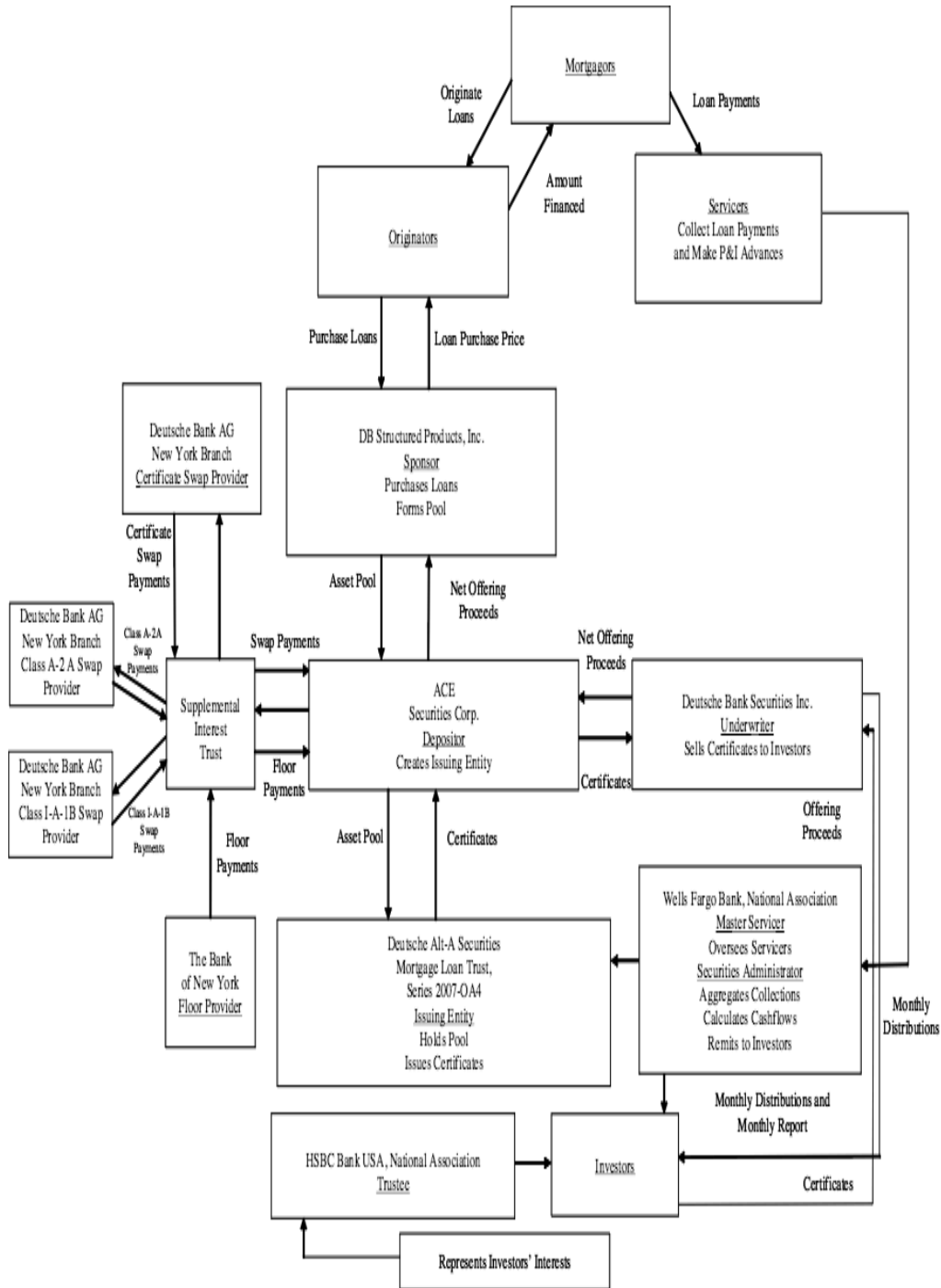
REO Imputed Interest: As to any REO Property, for any calendar month during which such REO Property was at any time part of REMIC I, one month’s interest at the applicable Net Mortgage Rate on the Scheduled Principal Balance of such REO Property (or, in the case of the first such calendar month, of the related Loan, if appropriate) as of the close of business on the Distribution Date in such calendar month.

REO Property: A Mortgaged Property, title to which has been acquired by a Servicer on behalf of the Trust Fund through foreclosure, deed in lieu of foreclosure or otherwise.

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

382. In RE: Transaction Structure Flowchart Page S.19 of the Prospectus Supplement to the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4- The Issuing Entity of the Certificate offerings. Visual Aid.



JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

383. In RE: the Prospectus Supplement to the Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4-As you can see, Defendant HSBC is not the Creditor. As you can also see Countrywide Home Loans, Inc was NOT the lender.

Transaction Parties

Issuing Entity	Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4, a New York common law trust. The issuing entity will be established pursuant to a pooling and servicing agreement dated as of the cut-off date among ACE Securities Corp., as depositor, Wells Fargo Bank, N.A., as master servicer and as securities administrator, Clayton Fixed Income Services Inc., as credit risk manager, and HSBC Bank USA, National Association, as trustee. The issuing entity is also sometimes referred to herein as the “trust” or the “trust fund.”
Sponsor	DB Structured Products, Inc., a Delaware corporation.
Depositor	ACE Securities Corp., a Delaware corporation. See “The Depositor” in this prospectus supplement and “The Depositor” the prospectus.
Originators	Countrywide Home Loans, Inc. with respect to approximately 86.13% of the mortgage loans by aggregate principal balance as of the cut-off date. The remainder of the mortgage loans were originated by various originators, each of which has originated less than 10.00% of the mortgage loans by aggregate principal balance as of the cut-off date. See “Description of the Mortgage Pool—The Originators” in this prospectus supplement.
Master Servicer	Wells Fargo Bank, N.A., a national banking association. See “The Securities Administrator, the Master Servicer and the Custodians” in this prospectus supplement.
Servicers	Countrywide Home Loans Servicing LP and GMAC Mortgage LLC with respect to approximately 86.13% and approximately 13.87%, respectively, of the mortgage loans by aggregate principal balance as of the cut-off date. See “Description of the Mortgage Pool—The Servicers” in this prospectus supplement.
Trustee	HSBC Bank USA, National Association, a national banking association. See “The Trustee” in this prospectus supplement.
Securities Administrator	Wells Fargo Bank, N.A. See “The Securities Administrator, the Master Servicer and the Custodians” in this prospectus supplement.
Custodians	Wells Fargo Bank, N.A. and Deutsche Bank National Trust Company. See “The Securities Administrator, the Master Servicer and the Custodians” in this prospectus supplement.

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 384. Plaintiff alleges and asserts that Defendant HSBC did not lend their own
2 funds.

3
4 385. Plaintiff alleges and asserts that Countrywide Home Loans do not lend
5 their own funds.

6
7 386. In RE: Page one of the Prospectus Supplement dated June 29, 2007 (to
8 Prospectus dated June 11, 2007) Tiered offerings of certificates. As you can
9 see, these offerings were attached to the manipulated LIBOR Index, where
10 arrests were made December, 2012. *Exhibit Q-*

11
12 387. Defendant HSBC was a part of the LIBOR manipulation investigations.

13 Issuing Entity

14 **DB Structured Products, Inc.**
15 Sponsor

16 **ACE Securities Corp.**
17 Depositor

18 **Wells Fargo Bank, N.A.**
19 Securities Administrator and Master Servicer

20 The issuing entity will hold one pool of conventional, adjustable-rate and fixed-rate, negative amortization first lien
21 residential mortgage loans and will issue the following classes of certificates that are offered under this prospectus
22 supplement:

Class	Original Principal Balance ⁽¹⁾	Pass-Through Rate	Class	Original Principal Balance ⁽¹⁾	Pass-Through Rate
I-A-1A	\$420,000,000	One-Month LIBOR plus 0.19% ⁽²⁾	M-2	\$14,966,000	One-Month LIBOR plus 0.42% ⁽²⁾
I-A-1B	\$413,477,000	One-Month LIBOR plus 0.13% ⁽²⁾	M-3	\$10,690,000	One-Month LIBOR plus 0.52% ⁽²⁾
II-A-1	\$151,671,000	One-Month LIBOR plus 0.20% ⁽²⁾	M-4	\$10,690,000	One-Month LIBOR plus 0.80% ⁽²⁾
II-A-2	\$37,918,000	One-Month LIBOR plus 0.32% ⁽²⁾	M-5	\$10,690,000	One-Month LIBOR plus 0.90% ⁽²⁾
III-A-1	\$149,369,000	One-Month LIBOR plus 0.19% ⁽²⁾	M-6	\$10,689,000	One-Month LIBOR plus 1.10% ⁽²⁾
A-2A	\$96,634,000	(3)	M-7	\$10,690,000	One-Month LIBOR plus 2.00% ⁽²⁾
A-2B	\$312,883,000	(3)	M-8	\$10,690,000	One-Month LIBOR plus 3.00% ⁽²⁾
A-3	\$245,710,000	(3)	M-9	\$10,690,000	One-Month LIBOR plus 3.00% ⁽²⁾
A-4	\$144,608,000	(3)	M-10	\$10,690,000	One-Month LIBOR plus 3.00% ⁽²⁾
M-1	\$43,828,000	One-Month LIBOR plus 0.38% ⁽²⁾	M-11	\$7,482,000	One-Month LIBOR plus 3.00% ⁽²⁾

23
24
25
26 388. Upon the synthesized contracts used as bearer notes within the trust,
27 specific verbiage was utilized.
28

1 389. The most direct verbiage, that evidences a breach of constitutional
2 supremacy laws is the following...

3
4 390. "**BORROWER COVENANTS that borrower is seised of their estate**"

5 391. A statement in all caps "BORROWER COVENANTS" when used in a
6 contract denotes the "Entity" not the Consumer. The "BORROWER" who
7 covenants that the "borrower" (consumer) is siesed (alternate meaning of the
8 word seized meaning a freehold interest upon a fee simple estate) from there
9 "estate" is the Nominee Beneficiary The Mortgage Electronic Registration
10 System herein "MERS". (*Exhibit E*)
11
12
13

14
15 DOC ID #: 00016536826405007

16 but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender
17 including, but not limited to, releasing and canceling this Security Instrument.

18 BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the
19 right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of
20 record. Borrower warrants and will defend generally the title to the Property against all claims and demands,
21 subject to any encumbrances of record.

22 392. MERS acts in a 1031 like for like exchange capacity to allow for a
23 future swap out of partnership interest which takes place in the form of a 1099-
24 A partnership abandonment at a future date.

25 393. The MERS Member Identification Number (herein MIN#) tracks the
26 net advance of the collateral obtained by the "seisen" – further outlined herein.

27 394. As you can see, the loan number is referenced upon the contract as
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

00016536826405007. The Loan Number disclosed to Plaintiff was 1653682640, (the underlined numbers) If the disclosed lender actually lent their own monies, the second series of numbers in the MERS MIN# would reflect 1653682640. (Ex. E)

(Space Above: _____)

2698776 (Escrow/Closing #) 00016536826405007 (Doc ID #)

DEED OF TRUST

MIN1001337-0002108190-9

Handwritten: T 013

395. Below is an example of a lender funded transaction. Note the Loan number matches the second series of numbers within the MERS MIN#.

CHICAGO TITLE COMPANY

WHEN RECORDED RETURN TO:

American Home Mortgage
520 Broadhollow Road
Melville, NY 11747

DOC # 2006-0019726
01/10/2006 08:00A Fee:45.00
Page 1 of 13
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



57037123E95

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		13		1				
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

NOTE TO BORROWER:
THIS DEED OF TRUST CONTAINS
PROVISIONS RESTRICTING ASSUMPTIONS

DEED OF TRUST



Loan No. 0001087757
Min No. 100024200010877575

DEFINITIONS
JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 396. The Deed of Trust recording upon Plaintiffs property would therefore be
2 prima facia evidence, that an undisclosed encoding system is in FACT
3 embedded within the contract itself.
4

5 397. Under the The Transfer of rights section, states that the Security
6 Instrument AND the Note under Borrowers covenants (Not BORROWER
7 COVENANTS) that the Borrower irrevocably grants and conveys to Trustee in
8 trust with power of sale.
9

10
11 **TRANSFER OF RIGHTS IN THE PROPERTY**

12 The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's
13 successors and assigns) and the successors and assigns of MERS. This Security Instrument
14 secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications
15 of the Note; and (ii) the performance of Borrower's covenants and agreements under this
16 Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to
17 Trustee, in trust, with power of sale, the following described property located in the

18 398. This implies that there are two separate contracts holding two separate
19 meanings as to what is actually be covenanted and by whom.
20

21 399. A conflict of the contract exists. Plaintiff was lawfully siesed upon
22 inception out the gate, this verbiage is specifically intended to direct the reader
23 to presume that the **BORROWER** (the Entity) is the Borrower (consumer) .
24

25 400. The contract further evidences that there are two separate arrangements
26 being merged under certain presumptions of law.
27

28 401. The addition of a UNIFORM COVENANTS to the contract would
indicate that there are in fact two separate agreements being made there under.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency.

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 402. Plaintiff apparently agreed to pay a promissory note for the use of her
2 property as a Security Instrument though a separate covenant upon her
3 contract, and that payments Uniformly would be made in U.S. Currency.
4

5 403. Since the synthesized contracts also state the the properties are taken
6 free of encumbrances, this in turn would support the pooling and servicing
7 agreements Conveyance of Trust Fund Section: *Exhibit R*
8

9 404. From the Pooling and Servicing Agreement, dated JUNE 1, 2007:
10 SECTION 2.01. Conveyance of Trust Fund (ACE Securities is the Depositor)

11 *“The Depositor, concurrently with the execution and delivery hereof,*
12 *does hereby transfer, assign, set over and otherwise convey to the Trustee, on*
13 *behalf of the Trust, without recourse, for the benefit of the Certificate holders,*
14 *all the right, title and interest of the Depositor, including any security interest*
15 *therein for the benefit of the Depositor, in and to the Loans identified on the*
16 *Loan Schedule, the rights of the Depositor under the Mortgage Loan Purchase*
17 *Agreement, the Servicing Agreements, the Assignment Agreements, the*
18 *Subsequent Mortgage Loan Purchase Agreement and such assets as shall from*
19 *time to time be credited or required by the terms of this Agreement to be*
20 *credited to the Floor Account, Certificate Swap Account, Class I-A-1B Swap*
21 *Account, Class A-2A Swap Account, Reserve Fund and Distribution Amount*
22 *(including, without limitation the right to enforce the obligations of the other*
23 *parties to the Mortgage Loan Purchase Agreement, the Servicing Agreements,*
24 *the Assignment Agreements, the Subsequent Mortgage Loan Purchase Agreement,*
25 *the Floor Account, Certificate Swap Account, Class I-A-1B Swap Account,*
26 *Class A-2A Swap Account, Reserve Fund and Distribution Amount.*
27 *”*
28

1 parties thereto thereunder), and all other assets included or to be included in
2 REMIC I.

3
4 Such assignment includes all interest and principal received by the
5 Depositor or the applicable Servicer on or with respect to the Loans (other
6 than payments of principal and interest due on such Loans on or before the
7 Cut Off Date). The Depositor herewith delivers to the Trustee executed copies
8 of the Mortgage Loan Purchase.” In connection with such transfer and
9 assignment, the Depositor does hereby deliver to, and deposit with the
10 applicable Custodian pursuant to the related Custodial Agreement the
11 documents with respect to each Loan as described under Section 2 of the
12 related Custodial Agreement (the “Loan Documents”). In connection with
13 such delivery and as further described in the related Custodial Agreement, the
14 applicable Custodian will be required to review such Loan Documents and
15 deliver to the Trustee, the Depositor, the Master Servicer and the Seller
16 certifications (in the forms attached to the related Custodial Agreement) with
17 respect to such review with excepts noted thereon. In addition, the Depositor
18 under the Custodial Agreement will have to cure certain defects with respect
19 to the Loan Documents for the related Loans after the delivery thereof by the
20 Depositor to the Custodians as more particularly set forth therein.
21
22
23
24
25
26

27 405. In short what this is saying, that I, Plaintiff, somehow hold an implied
28

1 partnership of Other than payments, as an “other” thereto thereunder implied
2 party that the Custodian to The Mortgage Loan trust somehow held
3 authorization to enforce.
4

5 406. Ultimately, it would appear that it was the Depositors responsibility to
6 cure certain defects of Plaintiffs loan documents. This was legal impossibility
7 as the Depositor was not a disclosed party to the transaction.
8

9 407. What you are looking at, was a part of the Sarbanes-Oxley 100%
10 Guarantee offered to investors as entity assurances they would cure certain
11 defects with respect of the Loan Documents for the related Loans.
12

13 408. This in turn means, that per the direct verbiage upon the contract, it was
14 the Depositors assurances to the Classification REMIC I Custodian implied
15 responsibility under the NON-UNIFORM CONVENANTS (all caps means
16 entity) to actually cure the defects of the contract and NOT the trustee
17 disclosed upon the contract itself. This was an incurable defect of the contract
18 because only the Lender could direct such remedies.
19
20
21

22 *NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:*

23 **22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following
24 Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to
25 acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a)

26 409. This would also mean that the trustee, Recon Trust, (a subsidiary of
27 Bank of America) purpose was to enact foreclosures on behalf of the
28 Depositor.

1 410. Congressman Alan Grayson said, “**It appears that on a widespread**
 2 **and probably pervasive basis they (the banks) did not take the steps**
 3 **necessary to own the note . . . which means that in 45 out of the 50 states**
 4 **they lack the legal right to foreclose... So they have simply created a**
 5 **system where servicers hire foreclosure mill law firms whose business is to**
 6 **forge documents showing or purporting to show they have a legal right to**
 7 **foreclose.”**

10 411. From the Mortgage Loan Purchase Agreement, dated June 29, 2007:
 11 *“This is a Mortgage Loan Purchase Agreement (this “Agreement”), dated*
 12 *June 29, 2007, between DB Structured Products, Inc. (the “Seller”) and ACE*
 13 *Securities Corp., a Delaware corporation” (the Purchaser).*

16 412. If in fact, this was a legitimate securitization, then true sales into the
 17 Mortgage Loan trust would exist, in turn Deeds of Reconveyance would need
 18 to be recorded upon title upon each true sale.

20 **23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request
 21 Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt
 22 secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the
 23 person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for
 24 reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered
 25 and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set
 26 by Applicable Law, the fee is conclusively presumed to be reasonable.

24 413. Under a normal securitization, a transfer is made by the Lender into the
 25 Mortgage Loan Trust itself by the use of a Corporation Assignment of Deed of
 26 Trust/Mortgage as one instrument in whole. (*Exhibit G* shows the correct
 27 format of a conveyance with the word “mortgage” crossed out) However, what

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 took place under the pass-through system, was direct collateralization as
 2 follows: Countrywide Bank, FSB – Originator of the Classification REMIC 1
 3
 4 passed a copy of the contract to DB Structured Products – The Sponsor
 5 of the Classification REMIC 1 to Ace Securities Corp – The Depositor
 6 of the Classification REMIC 1. Thus the term “pass-through” under a
 7 Mortgage Loan Trust.
 8

9 414. In re; *Exhibit G* fabricated Deed. This is prima facia recorded
 10 evidence Defendants are aware that NO MORTGAGE EXISTS.
 11

12

13 RECORDING REQUESTED BY:
 RECONTRUST COMPANY
 AND WHEN RECORDED MAIL DOCUMENT
 AND TAX STATEMENTS TO:
 RECONTRUST COMPANY
 1800 Tape Canyon Rd., CA6-914-01-94
 SIMI VALLEY, CA 93063

14 DOC # 2012-0129567
 03/20/2012 03:57P Fee:18.00
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

15

16 TS No. 12-0021468
 12-0035515

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17 CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE
 18 FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:
 HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE DEUTSCHE
 ALT-A SECURITIES, INC. MORTGAGE LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES
 SERIES 2007-OA4

19

20 415. The original Mortgage Note (including all riders thereto), or certified
 21 copies thereof, bearing all intervening endorsements in Plaintiffs court ordered
 22 subpoenas, were necessary to show a complete chain of endorsements from
 23 the original payee, endorsed in blank, via original signature, and, previously
 24 endorsed, signed in the name of the last endorsee by a duly qualified officer of
 25 the last endorsee.
 26

27 416. If the Mortgage Loan was acquired by the last endorsee in a merger, the
 28

1 endorsement must be by “[name of last endorsee], successor by merger
2 to[name of predecessor]”. If the Mortgage Loan was acquired or originated by
3 the last endorsee while doing business under another name, the endorsement
4 must be by “[name of last endorsee], formerly known as [previous name]”
5

6
7 417. The pooling and Servicing agreements outline the direct
8 collateralization process which must comply to meet the needs of the special
9 purpose vehicles under the Mortgage Loan Trust itself, which is why a
10 classification REMIC was designed to hold REO properties.
11

12 418. The only way to cure a defects of the Security Instrument by the
13 Depositors “other” thereto thereunder implied party of the contract guarantee
14 “to cure certain defects with respect to the Loan Documents for the related
15 Loans” , was to enact a foreclosure upon the NON UNIFORM COVENANTS
16 portion of the contract under the separate UNIFORM COVENANTS
17 agreement that the BORROWER COVENANTS “siesed” the properties.
18

19 419. Since REMIC II, the Asset REMIC under the Mortgage Loan trust –
20 Accretion Directed Class further outlines within the Pooling and Servicing
21 Agreement’s that The REMIC-II interest shall not have a principal balance and
22 shall not bear interest. Then it would appear that this implied partnership was
23 NOT in fact meant to hold substance.
24
25

26
27 420. It is interesting to also note that the Pooling and Servicing Agreement’s
28

1 further state that REMIC II is to be entitled to all Trust Prepayment Charges
2 received in respect of the Loans. This would seem to indicate that the loans
3 were pre-paid by the Master Servicer of the Mortgage Loan Trust. Therefore,
4 it was a legal impossibility for Plaintiff to be in breach of a note tendered on
5 her behalf.
6

7
8 421. A Mortgage Loan Trust could not hold a title lien on record because the
9 verbiage upon a Synthesized Deed of Trust reads “**BORROWER**
10 **COVENANTS that Borrower is lawfully siesed of the estate hereby conveyed**
11 **and has the right to grant and covey the Property and that the Property is**
12 **unencumbered, except for encumbrances of record. Borrower warrants and**
13 **will defend generally the title to Property against all claims and demands,**
14 **subject to any encumbrances of record.**
15
16

17 422. Note the above verbiage, of record, is not on record. A mortgage
18 reference under a contract would need to state that the property was
19 encumbered on “Title” or “on record”.
20

21 423. MERS System TRACKS THE “of record, tandum funded net advance,
22 which is why Notices of Defaults are issued upon “Installments” of Principle
23 and Interests and NOT mortgage loans. It is a legal impossibility for a
24 Mortgage loan to exist upon a pass-through Classification REMIC’s Notice of
25 Default. This is a reference to undisclosed Prepayment Charges embedded
26
27
28

1 within the contract itself which were used to trigger fictitious defaults.

2 424. Plaintiff alleges and asserts, the Mortgage Deeds of Trusts were nothing
3 more than elaborate Deeds of Conveyance the Defendants are attempting
4 adhere to Plaintiff.
5

6 425. Plaintiff alleges and asserts Defendants are conducting a fictitious
7 foreclosures in order to transfer their “non-ordinary” income unto Plaintiff.
8

9 426. Plaintiff alleges and asserts Defendants are intending to issue a 1099
10 under an implied partnership abandonment in order to avoid violating the SPV
11 tax exempt Status of the classification REMIC I under the Deutsche Alt-A
12 Securities, Inc., Mortgage Loan Trust.
13

14 427. The only way The Pass-through Mortgage Loan Trust has to
15 reconstitute the value of the Asset back into this system, as outlined in the
16 Pooling and Servicing Agreements, is to acquire it as an REO within the
17 Classification REMIC I, is to conduct a fictitious foreclosure.
18

19 428. Plaintiff Alleges and asserts that Under § 2-403. Power to Transfer;
20 Good Faith Purchase of Goods; "Entrusting" MERS as an electronic nominee
21 beneficiary, did not hold the power to electronically transfer, because the
22 transferor aka the “lender/originator” did not and was not acting in the capacity
23 of a “transferor”.
24

25 429. Plaintiff alleges and asserts that she cannot legally be issued a 1099-A
26
27
28

1 or a 1099-C under 26 U.S. Code § 4975 in this matter, because the contract
2 states that it was intended for US Currency **NOT “Non Ordinary” income.**

3
4 430. This case is for the subrogation of an abandoned asset held under 2009
5 IRC 26 US Code 108 (i) that has and/or will cause a punitive tax assessed to
6 Plaintiff, who by the settlement agents HUD I statement and operative law is a
7 Creditor in her own home.

10 CONGRESSIONAL BACKGROUND

11
12 431. In 2008 President Obama made modifications with Congress, upon
13 certain Income Tax Regulations under 26 CFR Part 1- known as REG–
14 136676–13. This was known as the **36-Month Non-Payment Testing Period**
15 **Rule.**

16
17 432. This was issued under section 6050P of the Internal Revenue Code
18 (Code), which provide that the 36-month non-payment testing period for an
19 identifiable event triggering an information reporting obligation for discharge
20 of indebtedness by certain entities. Ie failing banks, seizures, ect.. to test the
21 public’s awareness.

22
23
24 433. REG–136676–13 is a rule that a deemed discharge of indebtedness for
25 which a Form 1099–C, “Cancellation of Debt,” must be filed. This occurs at
26 the expiration of a 36-month non-payment testing period. During this testing
27
28

1 period the Banking industry was not allowed to make contact with Consumers.
2
3

4 **STATUTORY PROVISIONS OF REG-136676-13**

5 434. Section 61(a)(12) provides that income from discharge of indebtedness
6 is includible in gross income.
7

8 435. Section 6050P was added to the Code by section 13252 of the Omnibus
9 Budget Reconciliation Act of 1993, Public Law 103-66 (107 Stat. 312, 531-
10 532 (1993)).
11

12 436. Section 6050P was enacted in part “to encourage taxpayer compliance
13 with respect to discharged indebtedness” and to “enhance the ability of the IRS
14 to enforce the discharge of indebtedness rules.”
15

16 437. H.R. Rep. No. 103-111, at 758 (1993). As originally enacted, section
17 6050P generally required applicable financial entities (generally financial
18 institutions, credit unions, and Federal executive agencies) that discharge (in
19 whole or in part) indebtedness of \$600 or more during a calendar year to file
20 information returns with the IRS and to furnish information statements to the
21 persons whose debt is discharged.
22

23 438. Effective for discharges of indebtedness occurring after December 31,
24 1999, section 533(a) of the Ticket to Work and Work Incentives Improvement
25 Act of 1999 (1999 Act), Public Law 106-170 (113 Stat. 1860, 1931 (1999)),
26
27
28

1 added subparagraph (c)(2)(D) to section 6050P, to further expand entities
2 covered by the reporting requirements to include any organization the
3 “significant trade or business of which is the lending of money.”
4

5 439. On April 4, 2000, the IRS released Notice 2000–22 (2000–1 CB 902) to
6 provide penalty relief to organizations that were newly made subject to section
7 6050P by the 1999 Act (organizations with a significant trade or business of
8 lending money and agencies other than Federal executive agencies).
9

10 440. The relief applied to penalties for failure to file information returns or
11 furnish payee statements for discharges of indebtedness occurring before
12 January 1, 2001.
13

14 441. On December 26, 2000, the IRS released Notice 2001–8 (2001–1 CB
15 374) to extend the penalty relief for organizations described in Notice 2000–22
16 for discharges of indebtedness that occurred prior to the first calendar year
17 beginning at least two months after the date that appropriate guidance is issued.
18
19
20

21 **REGULATORY HISTORY OF REG-136676-13**

22 442. On December 27, 1993, temporary regulations under section 6050P
23 relating to the reporting of discharge of indebtedness were published in the
24 **Federal Register** (TD 8506) (58 FR 68301). The temporary regulations
25 provided that an applicable financial entity must report a discharge of
26
27
28

1 indebtedness upon the occurrence of **an identifiable event** that, considering all
2 the facts and circumstances, indicated the debt would never have to be repaid.

3
4 443. The temporary regulations provided a non-exhaustive list of three
5 identifiable events that would give rise to the reporting requirement under
6 section 6050P: (1) a discharge of indebtedness under title 11 of the United
7 States Code (Bankruptcy Code); (2) an agreement between the applicable
8 financial entity and the debtor to discharge the indebtedness, provided that the
9 last event to effectuate the agreement has occurred; and (3) a cancellation or
10 extinguishment of the indebtedness by operation of law. These regulations
11 were effective for discharges of indebtedness occurring after December 31,
12 1993.

13
14
15
16 444. Section 1.6050P-1(b)(2) of the 1996 final regulations listed eight
17 identifiable events that trigger information reporting obligations on the part of
18 an applicable financial entity: (1) a discharge of indebtedness under the
19 Bankruptcy Code; (2) a cancellation or extinguishment of an indebtedness that
20 renders the debt unenforceable in a receivership, foreclosure, or similar
21 proceeding in a Federal or State court, as described in 26 U.S. Code section
22 368(a)(3)(A)(ii) (other than a discharge under the Bankruptcy Code ie
23 receivership); (3) a cancellation or extinguishment of an indebtedness upon the
24 expiration of the statute of limitations for collection (but only if, and only
25
26
27
28

1 when, the debtor's statute of limitations affirmative defense has been upheld in
2 a final judgment or decision in a judicial proceeding, and the period for
3 appealing it has expired) or upon the expiration of a statutory period for filing a
4 claim or commencing a deficiency judgment proceeding; (4) a cancellation or
5 extinguishment of an indebtedness pursuant to an election of foreclosure
6 remedies by a creditor that statutorily extinguishes or bars the creditor's right
7 to pursue collection of the indebtedness; (5) a cancellation or extinguishment
8 of an indebtedness that renders a debt unenforceable pursuant to a probate or
9 similar proceeding; (6) a discharge of indebtedness pursuant to an agreement
10 between an applicable entity and a debtor to discharge indebtedness at less than
11 full consideration; (7) a discharge of indebtedness pursuant to a decision by the
12 creditor, or the application of a defined policy of the creditor, to discontinue
13 collection activity and discharge debt; (8) the expiration of a 36-month non-
14 payment testing period.

20 445. Section 1.6050P-1(b)(2)(iv) of the 1996 regulations sets forth the 36-
21 month non-payment testing period rule (the 36-month rule). Under that rule, a
22 rebuttable presumption arises that an identifiable event has occurred if a
23 creditor does not receive a payment within a 36-month testing period.

26 446. The creditor may rebut the presumption if the creditor engaged in
27 significant bona fide collection activity at any time within the 12-month period
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 ending at the close of the calendar year or if the facts and circumstances
2 existing as of January 31 of the calendar year following the expiration of the
3 non-payment testing period indicate that the indebtedness has not been
4 discharged.
5

6
7 447. On November 10, 2008, final and temporary regulations were published
8 in the **Federal Register** (TD 9430) (73 FR 66539) (2008 regulations) to amend
9 the regulations under section 6050P to exempt from the 36-month rule entities
10 that were not within the scope of section 6050P as originally enacted
11 (organizations with a significant trade or business of lending money and
12 agencies other than Federal executive agencies).
13

14
15 448. The changes made by the 2008 regulations reduced the burden on these
16 entities and prevented debtors from receiving information returns that reported
17 discharges of indebtedness from these entities before a discharge had occurred.
18 The 2008 regulations also added § 1.6050P-1(b)(2)(v), which provided that,
19 for organizations with a significant trade or business of lending money and
20 agencies other than Federal executive agencies that were required to file
21 information returns pursuant to the 36-month rule in a tax year prior to 2008
22 and failed to file them, the date of discharge would be the first identifiable
23 event, if any, described in § 1.6050P-1(b)(2)(i)(A) through (G) that occurs
24 after 2007. On September 17, 2009, final regulations were published in the
25
26
27
28

1 **Federal Register** (TD 9461) (74 FR 47728–01) adopting the 2008 regulations
2 without change.

3
4 449. Defendants choose to ignore Plaintiffs TILA rescission in 2009 under
5 the 36 month look § 1.6050P–1(b)(2)(i)(B) and asserted Plaintiffs Chapter 7
6 case number 6:08-bk-25762-PC dismissed one month prior, asserting they held
7 a security interest upon an extinguishment of an indebtedness that renders a
8 debt unenforceable. *See; United States of America Department of the*
9 *Treasury Comptroller of the Currency// Board of Governors of the Federal*
10 *Reserve System/ Federal Deposit Insurance Corporation/ Office of the Thrift*
11 *Supervision/Federal Housing Financial Agency In the Matter of MERSCORP,*
12 *Inc and the Mortgage Electronic Registration System, Inc. Order to Cease and*
13 *Desist. MERS MERSCORP and MERS MEMBERS April 12,2011;*

14
15
16
17 450. The words “Granted privilege” in this complaint refers to the wholesale
18 Mortgage Broker Agreements that Plaintiff entered into with various lending
19 institutions.

20
21 451. The “contracts” that Plaintiff solicited on behalf of various lending
22 institutions were for fraudulently misrepresented loan products, designed to
23 induce the consumer through fraudulent concealments, breaching Plaintiff’s
24 fiduciary responsibilities to consumers. Plaintiff was not aware of the TILA
25 and RESPA violations upon these contracts.
26
27
28

INTRODUCTION TO COLLATERALIZATION

1
2
3 452. Mortgage-backed securities are created through a complex process
4 known as “securization.” (See Levitin & Twomey, *Mortgage Servicing* (2011)
5 28 Yale J. on Reg. 1, 13 [“a mortgage securitization transaction is extremely
6 complex”].) In simplified terms, “securitization” is the process where (1) many
7 loans are bundled together and transferred to a passive entity, such as a trust,
8 and (2) the trust holds the loans and issues investment securities that are repaid
9 from the mortgage payments made on the loans. (Oppenheim & Trask-Rahn,
10 *Deconstructing the Black Magic of Securitized Trusts: How the Mortgage-*
11 *Backed Securitization Process is Hurting the Banking Industry’s Ability to*
12 *Foreclose and Proving the Best Offense for a Foreclosure Defense* (2012) 41
13 Stetson L.Rev. 745, 753- 754 (hereinafter, *Deconstructing Securitized Trusts*.)
14 Hence, the securities issued by the trust are “mortgage-backed.” For purposes
15 of this opinion, we will refer to such a trust as a “securitized trust.”
16
17
18
19

20 453. Under Traditional Security instrument The Mortgage Loan Trust
21 REMIC’s must make a return, as required by Section 6011(a) for each taxable
22 year on Form 1068, U.S. Real Estate Mortgage Investment Conduit Income
23 Tax Return. The return must include-

24 1-The principle amount outstanding on each class of regular interest as
25
26 of the close of the taxable year,
27
28

1 2- The amount of the daily accruals determined under US 26 section
2 860(e),

3
4 3- The information specified in Section 1.869(D)-1(d)(2) (i),(iv) and (v)
5 454. In order for a Mortgage Loan Trust to be properly backed, it must
6 actually purchase the asset into the Mortgage Loan Trust. From there The
7 Mortgage Loan Trust MUST submit IRS FORM 8495 (ASSET PURCHASE
8 STATEMENT) and IRS FORM 1099 REMIC (quarterly Notice to Residual
9 Interest Holder of REMIC Taxable Income or New Loss Allocation).
10
11

12 455. In order to establish a proper chain of title Defendants would need to
13 submit to the courts A DULY RECORDED “CORPORATE” Assignment of
14 Deed of Trust of Plaintiffs rescinded loans from Countrywide, Indymac,
15 Olympia Funding, and Washington Mutual to the Subservicer duly recorded in
16 the County Recorder’s Office PRIOR to Plaintiffs TILA Recission. No such
17 assignment exists.
18

19
20 456. In order to establish a proper trustee assignment Defendants would need
21 to present to these courts, A DULY RECORDED Assignment of Trustee from
22 Countrywide, Indymac, Olympia Funding, and Washington Mutual Pursuant to
23 Paragraph 24 of these Deed of Trusts, PRIOR to Plaintiffs Recession. No such
24 assignments exist.
25
26

27 457. The contracts that were utilized for the Plaintiff on behalf of The
28

1 Mortgage Loan Trust's partnership participation for Residential Mortgage (Un)
2 Backed Securities were derived from a re-purposed Securities Deed of
3 Conveyance.
4

5 458. Target Consumers were qualified using specific algorithms based upon
6 their data input, for product placement.
7

8 459. The computer algorithms were designed to identify the potential for
9 high risk based upon the data it was provided.
10

11 460. Plaintiff attests that she was a direct witness to the DU underwriting
12 process. The looser the data, the looser the program guidelines for the
13 products designed to trigger defaults.
14

15 461. In the background these contracts were encoded to set future dates.
16 Plaintiff attests that she was trained on how to manipulate the system for
17 expanded approvals.
18

19 462. The purchase agreement provides for a post-closing purchase price
20 adjustment to account for differences between actual closing working capital
21 and estimated closing working capital.
22

23 463. The purchase agreement also provides for customary indemnification
24 provisions whereby the parties indemnify each other against damages suffered
25 due to breaches in representations, WARRANTIES, and other similar matters.
26

27 464. You can see by the breakdown below, the encoding upon the title
28

1 recordings upon Plaintiffs property. There are numbers that hold pertinent data
 2 that pertain to the specific IRS codes themselves under the “DAYS” column.
 3
 4 *See in RE: AN EXCHANGE OF LIKE-KIND PROPERTY. SEE LIKE-KIND*
 5 *EXCHANGES IN PUBLICATION 544 and us code sec 61 (a) (1) 180 (I) AND*
 6 *FOR ADVANCE TAX PAYER FORM INFO ON 1099 A 1099 C.* These are
 7
 8 embedded in anticipation of the antecedent debt swaps.

9
 10 465. The below is an example of how the embedded encoding looks, alleged
 11 upon belief, based upon the uncovered algorithms from Friday July 8th, the day
 12 the stock markets shut down due to an internal glitch.

Friday, July 8, 2016	DAYS	AMOUNT	PER DAY	TOTALS
Thursday, June 30, 2016	8.00	2,185.79	273.22	597,211.02
Friday, June 23, 2006	3,660.00	1,000,000.00	273.22	273,224,043.72
Tuesday, June 28, 2005	(360.00)	(98,442.00)	273.45	(26,918,964.90)
Wednesday, July 8, 2015	3,662.00	1,001,373.90	273.45	273,825,692.96
Thursday, January 7, 2010	2,008.00	551,095.60	274.45	151,248,187.42
Tuesday, April 5, 2011	(453.00)	(124,778.85)	275.45	(34,370,334.23)
Tuesday, April 1, 2008	1,099.00	303,818.55	276.45	83,990,638.15
Sunday, June 1, 2008	(61.00)	(16,924.45)	277.45	(4,695,688.65)
Wednesday, June 1, 2005	(1,096.00)	(305,181.20)	278.45	(84,977,705.14)

13
 14
 15
 16
 17
 18
 19 466.

20 When plugged into a series of algorithms, the numbering falls into line with the
 21 data originally encoded upon the recorded title instruments.

22
 23 467. Plaintiff alleges upon belief June 1, 2008 was a booking date for future
 24 derivative trading.

25
 26 468. Plaintiff alleges and asserts that June 1, 2008 is the date upon the Notice
 27 of Default when the undisclosed installment became due.
 28

1 469. This also shows that they are backdating Plaintiffs contract.

2 Wednesday June 1st, 2005 shows a year before a buy into a 5-year bond series.

3
4 470. There is a buy in period of a year, both before and after which attributes
5 a predetermination under 26 CFR 1.6041-6 - Returns made on Forms 1096 and
6 1099 under section 6041; contents and time and place for filing, which is
7
8 apparent in Plaintiffs case.

9 471. Plaintiff alleges upon belief that this example is a part of a spread that
10 their computer will recognize as a targeted class 5-year series bond redeemed
11 of 7 years.

12
13 472. Plaintiff alleges upon belief this series was pre-set to trigger a default.

14
15 473. These Synthesized Mortgage Deeds of Conveyance were repurposed to
16 expedite the process of traditional securities underwriting which in turn
17 bypassed the actual securitization process.

18
19 474. What Plaintiff is showing these courts, is a program based upon an
20 internal tracking system, specifically designed to manipulate the housing
21 market.
22

23 **A TANGABLE MORTGAGE NEVER EXISTED**

24 *(SEE ADDENDUM A served under FRCP Rule 34 to further provide Real Party as*
25 *defined under FRCP Rule 17 and demand for proof of authority)*
26

27 **Plaintiff attests and asserts that the NEW Discoveries Plaintiff is bringing**

28
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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 **forth deliberately withheld from Plaintiff are as follows in this section:**

- 2 475. The discovery of the meaning behind the MERS Min# in 2013
- 3
- 4 476. The 2014 discovery of the termination of the Deutsche Alt-A Securities,
5 Inc., Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 207-
6 OA4, herein “classification REMIC” in 2008. *See Exhibit P*
- 7
- 8 477. The 2016 failure to respond to QWR Demand RESPA letters. *Exhibit O*
- 9
- 10 478. The 2015 discovery that a 2010- 1099-A partnership abandonment was
11 issued to Plaintiff from Fannie Mae upon her Washington Property without her
12 knowledge. Plaintiff is in the middle of an unconscionable IRS audit
13 conducted two States away from her last known address where representation
14 was refused to her.
- 15
- 16 479. The discovery of additional algorithms embedded in the contracts upon
17 the July 8th, 2015 Stock Market shutdown that suggest further manipulations of
18 the US Housing bond market.
- 19
- 20 480. The discovery of the use of specific capitalization in the contracts in
21 2015 and their underlying meaning.
- 22
- 23 481. The 2015 discovery that classification REMIC I never securitized the
24 contract *See page 4 of the FHFA /FNMAE vs Deutsch bank outlining this very*
25 *REMIC conduit trust in failure to secure the instrument.*
- 26
- 27 482. The 2016 affirmation that there is no evidence of any assignment to any
- 28

1 “other” lender based on the law of assignments. [a contract species].

2 483. The 2016 discovery that the contract **WAS NEVER CONSUMATED.**

3
4
5 **PLAINTIFF WAS DAMAGED UPON INCEPTION**

6 484. It is a violation of supremacy laws to be lawfully siesed of your estate,
7 yet that is what is written upon every MERS in uniform with Fannie Mae/
8 Freddie Mac contract across this nation.

9
10 485. A Plaintiff must have sustained some injury in fact in order to have a
11 justiciable “case controversy”.

12
13 **PLAINTIFF HAS BEEN DAMAGED**

14 486. Plaintiffs alleges that the presumed loan never funded.

15 487. Plaintiff asserts and alleges the contract she entered was a synthesized
16 Deed of Conveyance re-purposed to bypass the Securitization process.

17 488. Plaintiff asserts and alleges that she was the victim of timing
18 mechanisms within the contract set to pre-trigger a default.

19 489. Plaintiff asserts and alleges that she was harmed upon inception by
20 Defendants through a series of Ultra Vires acts, which included Fraud in the
21 Factum, Fraud in the Inducement, Fraudulent Misrepresentation, Violations of
22 the Truth and Lending Act, Violations of the Real Estate Settlement
23 Procedures Act, Negligence Per Se, Breach of Fiduciary Duty, Breach of the
24
25
26
27
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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1 Covenant of Good Faith and Fair Dealing, De in Rem Verso in Unjust
2 Enrichment, Conversion, Collusion,

3
4 490. Plaintiff's asserts and alleges that her credit was irreparably harmed
5 through erroneous undisclosed interest, multiple bankruptcy restructures
6 attempts, attorney fees, defense fees, retaliation, trade starvations, lack of
7 sleep, and stress.
8

9 491. Plaintiff asserts and alleges that additional damage ensued from
10 Wrongful Foreclosures, Foreclosure abuse, Violations of the Home Ownership
11 Equity Protection Act, Violations of HBOR, Intentional infliction of emotional
12 distress, Slander of Title, Contempt of Court, willful retaliation and deliberate
13 attempts to do harm. See EX-PARTE Declaration of Damages and Ex 5
14

15
16 492. Plaintiff vehemently asserts and attests that Plaintiff would NOT do
17 business with Defendants knowing their under laying intent to do such
18 **nefarious harm.**
19

20 493. Plaintiff has repeatedly attempted to modify, novate, and/ore
21 restructure; in accordance the false promises made to the Attorney General
22 under the People vs Countrywide by Countrywide and by Wells Fargo.
23

24 494. Defendants are refusing to assign Plaintiff a point of contact.
25

26 495. Defendants are currently committing dual tracking of a loan
27 modification application which had to be forced down into their system as
28

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JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 Defendants are REFUSING Plaintiffs application.

2 496. Plaintiff asserts and alleges that she will be issued a 1099 for the
3 wrongful foreclosure of her Washington Property.
4

5 497. Plaintiff attests that she lost a Washington State property when
6 Defendant HSBC sent an attorney into Plaintiffs pro se chapter 13 in 2012 who
7 laid false claims Plaintiff could not qualify for restructure because Plaintiff
8 only made \$1 per month.
9

10 498. Plaintiff presented proof to the State courts of her ability to modify
11 under the assurances given to the Attorney General by the banking industry.
12

13
14 **PLAINTIFF CONTINUES TO BE DAMAGED**

15
16 499. Plaintiff will attest that Plaintiff DID NOT hold obligations on ANY
17 LEVEL to modify a non-existing mortgage upon an asset Defendants DO NOT
18 HOLD.
19

20 500. Plaintiff attests that she has spent COUNTLESS hours, on the phone,
21 through email, in study, in research under threat of foreclosures over the last
22 EIGHT YEARS.
23

24 501. Plaintiff attests that she has lost sleep, developed heart issues, and has
25 been deprived of her trade over the last EIGHT YEARS.
26

27 502. Plaintiff attests, that it was next to impossible to identify the actionable
28

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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1 NON SPECULATIVE injuries because of these NON STOP, unconscionable,
2 unethical, and illegal foreclosure abuses she has had to endure.

3
4 **PLAINTIFF WILL SUFFER FURTHER DAMAGE**

5 503. Defendants HSBC intends to lay false claims of abandonment of over
6 \$2.3 Million Dollars of NON ORDINARY income by Defendants reporting of
7 Plaintiffs abandoned partnership interest to the Internal Revenue Service, on
8 top of a THIRD Wrongful Foreclosure if Defendants are allowed to Enssue.

9
10 *Exhibit X*

11
12 504. The State of Washington has already acknowledged that both properties
13 Plaintiff held in that State were wrongfully foreclosed upon through various
14 State settlement actions. Enough is enough.

15
16
17 **ORIGINAL SOURCE STATEMENT**

18 Plaintiff is an Original Source Volunteer Federal Witness of ongoing Mortgage
19 Crimes in the Inland Empire who holds CORE Knowledge of what happened
20 behind the scenes with these contracts.
21

22
23 505. Plaintiff has worked for Bank of America

24 506. Plaintiff has worked for Countrywide.

25 507. Plaintiff has worked for Wells Fargo.

26 508. Plaintiff participated in the beta testing of the Direct Underwriting
27
28

1 Programs for loan officers and loan brokers.

2 509. Plaintiff was a loan broker during the height of the RMBS – Residential
3 Mortgage Backed Securities push.
4

5 510. The contracts that were utilized to facilitate these transactions were not
6 designed for a substance for substance agreement.
7

8 511. Under Title 12, Section 24, Paragraph 7. It states quite clearly, that
9 banks can only loan money, not credit otherwise it goes beyond the powers of
10 National Banking Association. *See Memorandum outlining supporting Ultra*
11 *Vires Case law.*
12

13 512. You cannot argue a mortgage loan when a mortgage loan never existed.
14

15 513. Defendants are aware there is no mortgage See *Exhibit G – DOC#*
16 2012-0129567 VOID Corporation Assignment of Deed crossing out the word
17 “Mortgage” transferred to the swap out provider of a 2008 terminated
18 Classification REMIC See *Exhibit P.*
19

20 514. Defendants are attempting to enforce a Deed of Conveyance through a
21 contract of adhesion where the consumer was siesed up front from the estate in
22 order for the banks to BORROW money upon the future projected value the
23 property held as collateral upon their signature.
24

25 515. THE ONLY THING BACKING A PASS-THROUGH MORTGAGE
26 LOAN TRUST WAS THE SIGNATURE OF THE AMERICAN PEOPLE
27
28

1 UPON A PROMISE TO PAY FOR A TEMPORARY USE OF THEIR
2 HOMES LEASED BACK TO THEM UNDER THE FALSE PROMISE OF
3 HOME OWNERSHIP.
4

5
6 **FIRST MATTER: FOR TEMPORARY RESTRAINING ORDER AND**
7 **PRELIMINARY INJUNCTION TO ENJOIN FORECLOSURE SALE**
8 **OF SUBJECT PROPERTY** [Violation of Foreclosure Protection Acts
9 including the Failure of any Defendant to Comply with Pre-foreclosure and
10 Pre-Non-Judicial Foreclosure Requirements Permitting Injunction of
11 Foreclosure] Rule 65(b)(1)(A)&(B) Rule 65(d)et seq (by verified Complaint)
12
13
14

15 516. Plaintiffs incorporate herein by reference the allegations made in all
16 preceding paragraphs and causes of action inclusive, as though fully set forth
17 herein.
18

19 517. Plaintiff hereby incorporates the content of the entire COMPLAINT for
20 TRO and Preliminary Injunction as though fully set forth including the Prayer
21 for relief as though fully set forth hereafter. Good cause exists for multiple
22 violations of the California Civil Code formerly, aka the **Perata Act** of 2008,
23 under CC § 2923.5(b), 2923.55, et al., and recently the **Foreclosure**
24 **Protection Act** of 2013, and its interpretive case of *Mabry v. Superior Court*,
25 and the added provisions mandating injunction of foreclosure proceedings
26
27
28

1 where the enumerated grounds are shown. Under this strict statutory scheme
2 any violation of the requirements by a foreclosing Defendant or third party
3 must be enjoined. The core facts and elements are set forth in the Ex Parte
4 Application for TRO and Preliminary Injunction to be filed.
5

6
7 518. In this case at bar, undeniable evidence exists that Defendants have
8 violated Civil Code sections including those supporting the issuance of a
9 preliminary injunction [see below] –including those Defendants sued in the
10 first cause of action for Negligence, and their successors in interest, assignees,
11 agents and other Does 1-20 acting on their behalf violated CC§ 2923.5(b),
12 2923.6 and the new 2013 enacted laws including CC § 2924.17 and thus, no
13 foreclosure is permitted under Mabry interpreting the code and for violation of
14 the duty to exercise "due diligence" by "contacting" the Plaintiff to work out
15 foreclosure alternatives.
16
17

18
19 519. Plaintiff is entitled to injunctive relief to stop all conveyance of his
20 subject property for reasons stated. See Ex Parte Application asserting
21 grounds and good cause for issuance of a TRO and OSC re preliminary
22 injunction, hereafter.
23

24 520. The content of this verified complaint are sufficient to satisfy the
25 requirements of Rule 65(b)(1)(A)&(B) Rule 65(d)et seq, to support the
26 injunctive relief so sought.
27
28

1 521. As alleged in the co-filed Ex Parte Application for TRO and Preliminary
2 Injunction, Plaintiff alleges that each Defendant has engaged in conduct
3 sufficient to warrant the relief so sought and without which Plaintiff will
4 forever lose a valuable unique asset, Plaintiff's primary residence and single
5 family home on which Plaintiff was not deficiently late in paying on a note as
6 pled inter alia. [See TRO and Declaration of Plaintiff in support]
7

8
9 522. Plaintiff seeks relief consistent with fairness and equity and will suffer
10 irreparable harm without an injunctive order by writ being issued.
11

12 523. First, not only is a TRO justified, but a preliminary injunction after OSC
13 must be granted. This application is not the typical financially distressed
14 homeowner's last minute desperate effort to stave off foreclosure that is
15 justified.
16

17 524. This is the opposite and brought by a financially responsible employed
18 businesswoman, well educated, and a student of law, who has acted
19 responsibly and with integrity only to be rebuffed by her lender beneficiary
20 Defendant HSBC Bank USA, National Association, as Trustee for the Holders
21 of the Deutsche Alt-A Securities, Inc., Mortgage loan Trust, Mortgage Pass-
22 Through Certificates Series 2007 –OA4 who now, without good cause, wants
23 to illegally auction her home.
24
25
26
27
28

1 525. Secondly, as the Exhibits and Declaration will tell, the existing statutory
2 scheme under the *Homeowner's Bill of Rights of 2008, 2009 and 2012*
3 protecting homeowners "**must** be followed" and no foreclosures are allowed
4 unless the scheme is followed. Plaintiff will present evidence that the "**shall**"
5 language of the statute was violated grossly defeating the alleged beneficiary's
6 right to foreclose.
7

8
9 526. The foreclosing parties cannot conduct a sale because they violated the
10 predicate requirements stated in the Civil Code, to wit: they failed to contact
11 Brashear prior to recording a NOD, failed to attach a conforming Declaration
12 of contact, declared the Note to be in "default" when it was not, and failed to
13 follow the terms of a new novation arrangement being negotiated between the
14 beneficiary bank Bank of America and Brashear on or about 2013 and then
15 intentionally denied the new novation terms existed which artificially inflated
16 her payments making it look as though she defaulted which she did not. See
17 *Dec. of Brashear*. Civil Code Sections 2923.55 and 2924.12.
18
19

20
21 **Injunction must be granted if any deficiency exists as a matter of law.**
22

23 527. Lastly as a matter of law, no substitution of trustee actually exists for
24 any Defendant, as per 2934a(1)(A) The substitution has been signed pursuant
25 to subparagraph (B) of paragraph (1). or (B) the holders of more than 50
26 percent of the record beneficial interest of a series of notes secured by the same
27
28

1 real property or of undivided interests in a note secured by real property
 2 equivalent to a series transaction, exclusive of any notes or interests of a
 3 licensed real estate broker that is the issuer or servicer of the notes or interests
 4 or of any affiliate of that licensed real estate broker.
 5
 6
 7

8 **EXTREME URGENCY AND NECESSITY FOR EX PARTE APPLICATION**

9 528. This emergency application is made as a method of last recourse after
 10 no other reasonable effort by letter or telephone between Plaintiff and
 11 Defendants nor **available remedy at law exists** to stop this improper non-
 12 judicial foreclosure sale. [See *Declaration of Brashear and Points and*
 13 *Authorities*]
 14

15
 16 529. The **immediate urgency of this petition** is that if no injunction is
 17 issued by temporary restraining order and then successive preliminary
 18 injunction a grave injustice and prejudice will attach as Plaintiff will lose her
 19 home to an illegal foreclosure. **As the evidence will show**, the foreclosing
 20 Defendant parties have violated multiple provision of the prerequisites
 21 embodied within the California law governing such acts; to wit, most critically,
 22 the **Civil Code §§ 2923.5**, and 2923.55, et al. and crucial interpretive case cite,
 23 **Mabry v. Superior Court.**¹
 24
 25
 26
 27

28 ¹. (Mabry v. Superior Court (2010) 185 Cal.App.4th 208.) Relevant here, the court held,
 “. . . If section 2923.5 is not complied with, then there is no valid notice of default and,

1 530. **Further Plaintiff case evidences that tampering with a federal**
 2 **witness attempting to bring forth information to assist in the investigations**
 3 **of potential violations of provisions under U.S.C., Title 15, §79r(f)**
 4 **(Securities and Exchange Commission).**

5
 6 531. Defendants are in awareness that no mortgage exist upon this property
 7 per their recordation. MERS holds limited standing as a nominee participant in
 8 the function of a future reverse partnership exchange.

9
 10 532. In short, NO FORECLOSURE is permitted without compliance,
 11 see **Mabry**, fn 1. Plaintiff will show clearly in her affidavit that clear violations
 12 occurred violating **Mabry** justifying the basis for this application; the reason –

13 1- **No ‘contact’ was attempted prior to filing a Notice of Default.**

14 2- **A Declaration of due diligence was not properly recorded, an**

15 error that cannot be ignored by this honorable court to allow foreclosure.

16 BOTH code sections suggest the same duties. §2923.5 is cited. ² § 2923.55, is

17
 18
 19
 20
 21
 22 without a valid notice of default, a foreclosure sale cannot proceed. The available, existing
 23 remedy is found in the ability of a court in section 2924g, subdivision(c)(1)(A), to postpone
 24 the sale until there has been compliance with section 2923.5. Reading section 2923.5
 together with section 2924g, subdivision (c)(1)(A) gives section 2923.5 real effect.” (Id. at p.
 223.)

25 ² **2923.5.** (a) (1) A mortgage servicer, mortgagee, trustee,
 26 beneficiary, or authorized agent **may not record a notice of default**
 pursuant to Section 2924 until both of the following:

27 **(A) Either 30 days after initial contact is made as required by**
 28 **paragraph (2)* or 30 days after satisfying the due diligence**
requirements as described in subdivision (e).

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
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1 cited.³ 3- **Contact was NOT made in a timely manner in accordance to**
2
3 **2923.5. (a) (e) (2) or(4) .**
4

5 ***(B) The mortgage servicer complies with subdivision (a) of Section**
6 **2924.11, if the borrower has provided a complete application as**
7 **defined in subdivision (f) of Section 2924.11.**

8 (2) A mortgage servicer **shall contact the borrower** in person or by
9 telephone in order to assess the borrower's financial situation and
10 explore options for the borrower to avoid foreclosure. During the
11 initial contact, the mortgage servicer shall advise the borrower that
12 he or she has the right to request a subsequent meeting and, if
13 requested, the mortgage servicer shall schedule the meeting to occur
14 within 14 days. The assessment of the borrower's financial situation
15 and discussion of options may occur during the first contact, or at
16 the subsequent meeting scheduled for that purpose. In either case,
17 the borrower shall be provided the toll-free telephone number made
18 available by the United States Department of Housing and Urban
19 Development (HUD) to find a HUD-certified housing counseling agency.
20 Any meeting may occur telephonically.

21 (b) A notice of default recorded pursuant to Section 2924 shall
22 include a declaration that the mortgage servicer has contacted the
23 borrower, has tried with due diligence to contact the borrower as
24 required by this section, or that no contact was required because the
25 individual did not meet the definition of "borrower" pursuant to
26 subdivision (c) of Section 2920.5.

27 ³ **2923.55. (New-2013)** (a) A mortgage servicer, mortgagee, trustee, beneficiary,
28 or authorized agent **may not record a notice of default** pursuant to
Section 2924 until all of the following:

(1) The mortgage servicer has satisfied the requirements of
paragraph (1) of subdivision (b).

(2) Either 30 days after initial contact is made as required by
paragraph (2) of subdivision (b) or 30 days after satisfying the due
diligence requirements as described in subdivision (f).

(3) The mortgage servicer complies with subdivision (c) of Section
2923.6, if the borrower has provided a complete application as
defined in subdivision (h) of Section 2923.6.

(b) (1) As specified in subdivision (a), a mortgage servicer shall
send the following information in writing to the borrower:

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

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4- When contact was finally made by Plaintiff, notification of the TILA recession was repeatedly raised, faxed, presented by Plaintiff and presented by Government agencies. Further contempt of law is as follows:

533. Defendant SLS has not posted a prominent link on the homepage of its Internet Web site, to the following information:

(A) Options that may be available to borrowers who are unable to afford their mortgage payments and who wish to avoid foreclosure, and instructions to borrowers advising them on steps to take to explore those options.

(B) A list of financial documents borrowers should collect and be prepared to present to the mortgage servicer when discussing options for avoiding foreclosure.

(C) A toll-free telephone number for borrowers who wish to discuss

(A)Redacted. [Plaintiff is not a servicemember.]

(B) A statement that the borrower may request the following:

(i) A copy of the borrower's promissory note or other evidence of indebtedness.

(ii) A copy of the borrower's deed of trust or mortgage.

(iii) A copy of any assignment, if applicable, of the borrower's mortgage or deed of trust required to demonstrate the right of the mortgage servicer to foreclose.

(iv) A copy of the borrower's payment history since the borrower was last less than 60 days past due.

(b) (2) A mortgage servicer shall contact the borrower in person or by telephone in order to assess the borrower's financial situation and **explore options for the borrower to avoid foreclosure.**

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1 options for avoiding foreclosure with their mortgage servicer.

2 (D) The toll-free telephone number made available by HUD to find a
 3 HUD- certified housing counseling agency

4
 5 **Points and Authorities in Support of TRO dissolved without due**
 6 **process at inferior courts, to allow Federal intervention under Rule**
 7 **65(b)(1)(A)&(B) Rule 65(d)et seq**

8
 9 534. Citing in large part CA *Code of Civil Procedure* §§525-529, et al.

10 delineated within *Witkin*, as follows examining first, *the statutory and*
 11 *governing statutes* then, *the procedural requirements*, then the *OSC and*
 12 *Preliminary Injunctive Order of Ex Parte Application, infra that was*
 13 *wrongfully removed.*

14
 15
 16 I. (a) **Statutory Framework.**

17 (1) [§289] Conditions. (1) Governing Statutes. The current statutory
 18 scheme governing injunctions was originally enacted in 1872. Preventive relief
 19 is granted by injunction, provisional or final (see C.C. 3420 et seq.). (C.C.
 20 3420.) Provisional injunctions are governed by the Code of Civil Procedure
 21 (see C.C.P. 525 et seq.). (C.C. 3421.)

22
 23
 24 (2) **Permanent and Preliminary Injunctions.** A permanent injunction
 25 may be granted under any of the following circumstances, and an
 26 injunction may be granted as a provisional remedy under the same
 27
 28

1 conditions:

2 (a) **Pecuniary compensation would be inadequate.** (C.C. 3422(1);

3 C.C.P. 526(a)(4); see *infra*, §294.)

4
5 (b) **The proper pecuniary compensation would be extremely**
6 **difficult to ascertain.** (C.C. 3422(2); C.C.P. 526(a)(5); see *infra*, §294.)

7
8 (c) **The injunction is necessary to prevent multiple judicial**
9 **proceedings.** (C.C. 3422(3); C.C.P. 526(a)(6); see *infra*, §296.)

10
11 (d) **The obligation arises from a trust.** (C.C. 3422(4); C.C.P.
12 526(a)(7); see *infra*, §309.)

13 535. Preliminary Injunctions. An injunction may be granted as a provisional
14 remedy under these additional conditions:

15
16 (a) The complaint shows that the Plaintiff is entitled to the requested
17 relief, and that relief consists in restraining the act complained of.

18 (C.C.P. 526(a)(1).)

19
20 (b) The complaint or affidavits show that the commission or
21 **continuance of an act** during the litigation would cause **waste, or great**
22 **or irreparable injury, to a party.** (C.C.P. 526(a)(2); see *infra*, §295.)

23
24 (c) During the action it appears that a party is doing or about to do,
25 threatening, procuring, **or allowing an act that violates the rights of**
26 **another party regarding the subject of the action**, and that tends to
27

28 -

1 render the judgment ineffective. (C.C.P. 526(a)(3); see *infra*, §§297,
 2 298.)⁴ Citing Witkin:

3 **II. Procedure for Obtaining Provisional Remedy.**

4 **1. Temporary Restraining Order**

5 (a) [§363] Ex Parte Issuance.

6
 7 (1) Verified Complaint or Affidavits. A temporary restraining order may
 8 not be granted without notice to the opposing party, unless it appears
 9 from facts shown by affidavit or by the verified complaint that great or
 10 irreparable injury will result to the applicant before the matter can be
 11 heard on notice. (C.C.P. 527(c)(1); see *Brewster v. Southern Pac. Trans.*
 12 *Co.* (1991) 235 C.A.3d 701, 714, 1 C.R.2d 89 [failure to notify
 13 Defendant without adequate grounds for lack of notice rendered
 14 application meritless].) Under this provision, a temporary restraining
 15 order may be issued *ex parte*, in the judge's discretion, if the verified
 16 complaint or affidavit makes a showing that irreparable injury would
 17 result *before* the hearing on a preliminary injunction could be had. For
 18 this purpose, a "complaint" includes a cross-complaint. (C.C.P.
 19 527(h)(1).) (See C.J.E.R., Judges Benchbook, Civil Proceedings: Before
 20
 21
 22
 23
 24
 25

26 ⁴ CALIFORNIA PROCEDURE 5TH\VI Provisional Remedies\IV. INJUNCTION\B. Right to
 27 Injunction.\1. Factors Determining Right.\(a) Statutory Framework.\(1) [§289] Conditions. [6
 28 Witkin, Cal. Procedure (5th ed., 2008) Provisional Remedies, §289, p.229.]

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 Trial 2d, §14.17 et seq.;

2 (2) Notice to Party. The applicant or the applicant's attorney must
3 certify, under oath, one of the following:
4

5 (a) Within a reasonable time prior to the application the applicant
6 informed the opposing party or the party's attorney of the time and place
7 the application would be made. (C.C.P. 527(c)(2)(A).)
8

9 (b) The applicant in good faith attempted to inform the opposing party
10 or the party's attorney of the time and place the application would be
11 made, but was unable to do so, specifying the efforts made.
12

13 (C.C.P. 527(c)(2)(B).)
14

15 (c) For reasons specified the applicant should not be required to inform
16 the opposing party or the opposing party's attorney of the time and place
17 the application would be made. (C.C.P. 527(c)(2)(C).)
18

19 (3) Reserved.

20 (4) Summary Seizure of Property. In *Skinner v. Superior Court* (1977)

21 69 C.A.3d 183, 188, 189, 137 C.R. 851, 7 Summary (10th),
22

23 **Constitutional Law, §656**, temporary restraining orders issued ex
24 parte, which authorized seizure of Defendants' allegedly obscene films
25 and other personal property, were held void as a denial of due process
26 and a deprivation of Fourth Amendment rights.[*pg.315] {Here,
27
28

1 seizure of real property as a "unique asset" must be considered.

2 **III. Order To Show Cause and Restraining Order.**

3
4 (1) In General. The matter must be made returnable on an order
5 requiring that cause be shown why a preliminary injunction should not
6 be granted. (C.C.P. 527(d)(1).) Thus, there are actually two orders, a
7 restraining order effective at once and an order to show cause why a
8 preliminary injunction should not be granted. However, both orders are
9 usually included in one document. (See *Biasca v. Superior Court* (1924)
10 194 C. 366, 228 P. 861.) Applications for temporary restraining orders
11 and preliminary injunctions (see *infra*, §368) are governed by C.R.C.,
12 Rule 3.1150:
13
14
15

16 (2) Form of Temporary Restraining Order (TRO) and Order To Show
17 Cause (OSC). The TRO and OSC must be stated separately, OSC first.
18 The restraining language must be separately stated in both the OSC and
19 the TRO. The OSC must describe the injunction to be sought at the
20 hearing, and the TRO must describe the activities to be enjoined
21 pending the hearing. A proposed OSC must contain blanks for the time
22 and manner of service on responding parties, the date on which the
23 proof of service must be delivered to the court hearing the OSC, a
24 briefing schedule, and, if applicable, the expiration date of the TRO.
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1 (C.R.C., Rule 3.1150(c).) The applicant should prepare a form of each
2 order. (See Cal. Civil Practice, 2A Procedure, §16:137 et seq.; C.E.B., 2
3 Civil Proc. Before Trial 4th, §32.46; 14A Am.Jur. P.P. Forms (2002
4 ed.), Injunctions, §§37, 56 et seq.; on orders in domestic relations cases,
5 see C.R.C., Rule 5.118; 11 Summary (10th), Husband and Wife, §87.)
6 These papers are presented to the judge for signature.
7

8
9 (3) Filing of Complaint. If the action is initiated the same day a TRO or
10 an OSC is sought, the complaint must be filed first. (C.R.C., Rule
11 3.1150(b).)
12

13 (4) Availability of File at Hearing. If an application for a TRO or an
14 OSC is made in an existing case, the moving party must request that the
15 court file be made available to the judge hearing the application.
16 (C.R.C., Rule 3.1150(b).)
17

18 (5) Attendance at Hearing. A TRO will not be granted unless the
19 moving party or counsel is personally present when the request for a
20 TRO is made. (C.R.C., Rule 3.1150(d).)
21

22 (6) Statement of Previous Applications. An application for a TRO or an
23 OSC must state the fact and result of any previous application for
24 similar relief. (C.R.C., Rule 3.1150(e).)*pg.316
25

26 (7) Effect of Order. The issuance of the temporary restraining order
27
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1 does not determine the merits of the controversy. The order merely
 2 maintains the status quo until the hearing on the application for the
 3 preliminary injunction. (Landmark Holding Group v. Superior Court
 4 (1987) 193 C.A.3d 525, 529, 238 C.R. 475.)⁵

5
 6
 7 536. **Additional Authorities: FAULTY NOTICES OF DEFAULT**

8 **DEFEAT FORECLOSURE** In line with injunctive protocol is *In Castillo v.*
 9 *Skoba, Vice President of Aurora Loan Services, LLC* 2010 WL 3986953
 10 (N.D.Cal., November 30, 2010), the United States District Court in San Diego
 11 held (in granting an injunction to halt a foreclosure sale).
 12

13 537. “The Court also concludes that Plaintiff is likely to succeed on the
 14 merits of his claim that **neither Specialized Loan Servicing or Bank of**
 15 **America had authority to initiate the foreclosure sale at the time the**
 16 **Notice of Default were recorded.** Under Cal. Civ.Code § 2924(a)(1), “the
 17 trustee, mortgagee, or beneficiary, or any of their authorized agents” are
 18 authorized to file a notice of default. Documents do not support a finding that
 19 either Cal-Western **was the trustee** or Aurora **was the beneficiary** on May 20,
 20 2010 when the Notice of Default was recorded. [Case decided well prior
 21 [2010] to the *Foreclosure Prevention Act* [see Fn 1, *supra*] which adds
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28 ⁵ CALIFORNIA PROCEDURE 5TH\VI Provisional Remedies\IV. INJUNCTION\C. Procedure for Obtaining Provisional
 Remedy.\1. Temporary Restraining Order.\(a) [§363] Ex Parte Issuance. [6 Witkin, Cal. Procedure (5th ed., 2008)
 Provisional Remedies, §363, Factors Determining Right

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1 multiple additional requirements of “standing” in non-judicial foreclosures
2 occurring after January 1, 2013.]

3
4 538. On a document dated May 23, 2014, MERS substituted Sage Point
5 Lender Services as a trustee under the deed of trust. (*Exhibit B*) If Sage Point
6 Lender Services had been trustee at this time, it would have had authority to
7 conduct the foreclosure process. See Cal. Civ.Code § 2924(a)(1). Further if
8 MERS legitimately substituted Sage Point Lender Services they would not
9 have held a reason to substitute “The Mortgage Law Firm” the same year. No
10 recording on title exists substituting “The Mortgage Law Firm” as Trustee.

11
12
13 539. **The power of sale in a non-judicial foreclosure may only be**
14 **exercised when a proper notice of default has first been recorded.** See Cal
15 Civ Code § 2924; see also 5-123 *California Real Estate Law & Practice* §
16 123.01. **In Castillo, the Notice of Default appears to be void ab initio.**
17 **Therefore, any foreclosure sale based on a void notice of default is also**
18 **void.** Accordingly, the Court GRANTS Plaintiff’s motion and enjoins a
19 foreclosure sale based on Defendants’ noncompliance with prerequisites to
20 engage in a foreclosure sale set forth in Cal. Civ.Code § 2924.”
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**SECOND MATTER (as to all Defendants) for the
CANCELATION AND EXPUNGED OF INSTRUMENTS**

(Assignment of Deeds of Trusts)

540. Plaintiffs incorporate herein by reference the allegations made in all preceding paragraphs and causes of action inclusive, as though fully set forth herein.

541. Plaintiff herein alleges, based upon the factual documents attached hereto as exhibits, and on information and belief that this “Assignment of Deed of Trust” as identified and referenced herein, are legally “VOID” and should be Canceled and Expunged as alleged on the following grounds:

542. That the initial, first and original “Assignment of Deed of Trust” as previously alleged was conducted by an entity that was out of business, and held inactive as a Business Entity numerous years prior to this purported assignment, which would have been a physical and legal impossibility.

543. That the initial, second “Corporation Assignment of Deed of Trust” as previously alleged was purportedly assigned into a REMIC “Securitized Trust” years after its declared “Closing Date” another physical and legally impossibility. And thus **VOID**.

1 544. That the initial, first and original “Assignment of Deed of Trust” as
2 previously alleged was the product of “Robo-signing” (a blatant forgery) and
3 thus further **VOID**.

4
5 545. That the initial, first and original “Assignment of Deed of Trust” as
6 previously alleged was performed without a corresponding and contemptuous
7 assignment of the debt, loan or promissory note it secures, which further
8 renders it **NULL AND VOID**.

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10
11
12 **THIRD MATTER- DECLARATORY RELIEF Judicial**
13 **determination that the rulings at Superior Court are VOID ab initio due**
14 **to direct conflict of interest between lead superior court justice and**
15 **Plaintiff and/or due to the Jesinoski and Yvanova Supreme court rulings.**

16
17 546. Plaintiffs incorporate herein by reference the allegations made in all
18 preceding paragraphs and causes of action inclusive, as though fully set forth
19 herein.

20
21 547. When a judge does not follow the law, i.e. ,they are a *trespasser of the*
22 *law*, the judge loses subject-matter jurisdiction and the judge's orders are void,
23 of no legal force or effect.

24
25 548. *The U.S. Supreme Court, in Scheuer v. Rhodes, 416 U.S. 232, 94 S.Ct.*
26 *1683, 1687 (1974)* stated that "when a State officer acts under a State law in a
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1 manner violative of the Federal Constitution, he "comes into conflict with the
2 superior authority of that Constitution, and he is in that case **stripped of his**
3 **official or representative character and is subjected in his person to the**
4 **consequences of his individual conduct. The State has no power to impart**
5 **to him any immunity from responsibility to the supreme authority of the**
6 **United States."**

9 549. CCP Section 473 permits a trial court, on noticed motion, to set aside
10 void judgments and orders. Courts also possess inherent power to grant such
11 relief. *Reid v. Balter* (1993) 14 Cal.App.4th 1186, 1194. A void act or
12 judgment may be attacked in any forum, State or Federal, where its validity
13 may be drawn in issue. *Pennoyer v. Neff*, 95 U.S. 714 [24 L. Ed. 565] (1878).
14 (Burns v. Municipal Court (1961) 195 Cal.App.2d 596, 599.

17 550. Jurisdiction and Venue, § 1, p. 86, citing, inter alia, *Burns v. Municipal*
18 *Court, supra*, 195 Cal.App.2d 596, 599.) When a judge does not follow the
19 law, i.e., they are a trespasser of the law, the judge loses subject-matter
20 jurisdiction and the judges' orders are void, of no legal force or effect.

23 551. The U.S. Supreme Court, in *Scheuer v. Rhodes*, 416 U.S. 232, 94 S.Ct.
24 1683, 1687 (1974); Whenever a judge acts where he/she does not have
25 jurisdiction to act, the judge is engaged in an act or acts of treason. *U.S. v. Will*,
26 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed.2d 392, 406 (1980); *Cohens v.*

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1 *Virginia, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed 257 (1821); See also: Yates v.*
2 *Village of Hoffman Estates, Illinois, 209 F.Supp. 757 (N.D. Ill. 1962).*

3
4 552. In re: JESINOSKI v. COUNTRYWIDE HOME LOANS, INC.

5 On January 13, 2015, it was Held: A borrower exercising his right to rescind
6 under the Act need only provide written notice to his lender within the 3-year
7 period, not file suit within that period.

8
9 553. Section 1635(a)'s unequivocal terms—a borrower “shall have the right
10 to rescind . . . by notifying the creditor . . . of his intention to do so” (emphasis
11 added)—leave no doubt that rescission is effected when the borrower notifies
12 the creditor of his intention to rescind.

13
14 554. This conclusion is not altered by §1635(f), which states when the right
15 to rescind must be exercised, but says nothing about how that right is
16 exercised. Nor does §1635(g)—which states that “in addition to rescission the
17 court may award relief . . . not relating to the right to rescind”—support
18 respondents' view that rescission is necessarily a consequence of judicial
19 action. And the fact that the Act modified the common-law condition precedent
20 to rescission at law, see §1635(b).

21
22 555. In re: TSVETANA YVANOVA vs. NEW CENTURY MORTGAGE
23 CORPORATION et al., on 2/18/16 a conclusion was filed.

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1 “We conclude a home loan borrower has standing to claim a nonjudicial
2 foreclosure was wrongful because an assignment by which the foreclosing
3 party purportedly took a beneficial interest in the deed of trust was not merely
4 voidable but void, depriving the foreclosing party of any legitimate authority to
5 order a trustee’s sale”
6

7
8 556. In re: Glaski vs Bank of America et al. Yvanova’s ruling elaborated
9 further in support of Glaski.

10 “We conclude that a borrower may challenge the securitized trust’s
11 chain of ownership by alleging the attempts to transfer the deed of trust to the
12 securitized trust (which was formed under New York law) occurred after the
13 trust’s closing date. Transfers that violate the terms of the trust instrument are
14 void under New York trust law, and borrowers have standing to challenge void
15 assignments of their loans even though they are not a party to, or a third party
16 beneficiary of, the assignment agreement.”
17
18

19
20 557. Plaintiff’s State complaint was based in the challenging of true sales.

21 558. Plaintiff case did not address void assignments.

22
23 559. Plaintiff’s State case held unanswered court ordered subpoenas to
24 produce true sales of the Asset into the Mortgage Loan Trust. *Exhibit S*

25
26 560. CODE OF CIVIL PROCEDURE SECTION 2020.240. A deponent
27 who disobeys a deposition subpoena in any manner described in subdivision
28

1 (c) of Section 2020.220 may be punished for contempt under Chapter 7
2 (commencing with Section 2023.010) without the necessity of a prior order of
3 court directing compliance by the witness. The deponent is also subject to the
4 forfeiture and the payment of damages set forth in Section 1992.
5

6
7 561. Tender is not required where the foreclosure sale is void, rather than
8 voidable, such as when a Plaintiff proves that the entity lacked the authority to
9 foreclose on the property. (*Lester v. J.P. Morgan Chase Bank, supra*, ___
10 F.Supp.2d___, [2013 WL 633333, p. *8]; 4 Miller & Starr, Cal. Real Estate
11 (3d ed. 2003) Deeds of Trust, § 10:212, p. 686.)
12
13

14 **FOURTH MATTER CAUSE OF ACTION -**

15 **DECLARATORY RELIEF TO QUITE TITLE** (Judicial determination that
16 the “Assignments of Deed of Trusts” are Void Instruments)
17
18

19 562. Plaintiffs incorporate herein by reference the allegations made in all
20 preceding paragraphs and causes of action inclusive, as though fully set forth
21 herein.
22

23 **GENERAL ALLEGATIONS**

24 **NO FORECLOSURE OR TRUSTEE SALE HAS TRANSPIRED**

25
26 563. As a preliminary affirmation and allegation Plaintiff herein represents
27 that there has not been any Foreclosure Trustee Sale that has taken place or
28

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1 transpired governing, concerning, or relative to any of the Parties, herein or as
2 to Plaintiffs subject property.

3
4 **564. Formal “Validation of Debt” and “Qualified Written Response”**
5 **previously served upon Defendants** (*Exhibit O*)

6
7 565. As a precursor and or condition preceding to the filing of Plaintiffs
8 instant Action, all Defendants herein were served with Formal Demands of the
9 “Validation of Debt” VOD and “Qualified Written Response” (QWR) where
10 Plaintiff Administratively sought to attack the Validity of any Debt, Loan, and
11 or Promissory Note, as well as demanded that said Defendants provide proof
12 and or evidence that are the true and legal “Holder in Due Course” of any
13 legitimate and/or Legal Beneficiary Interest under any Debt, Loan and/or
14 Promissory Note as well as any legitimate and or Legal “Deed of Trust” or
15 Assignment thereof, governing, concerning or relative to any of the Parties,
16 herein or as to Plaintiffs subject property.

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19
20 **ANY FORECLOSURE PROCEEDINGS OR TRUSTEE SALE**
21 **CONDUCTED BY DEFENDANTS NAMED HEREIN WOULD BE**
22 **VOID.**

23
24 566. The Defendants named and alleged herein, It is a legal impossibility for
25 any of the Agents have the authority to commence or conduct any Foreclosure
26
27
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1 Proceedings or Trustee Sale as none of them posses any Rights, Title or
2 Interest in Plaintiffs Property the subject of this instant Action.

3
4 567. Additionally it is herein alleged that neither of the named or alleged
5 Defendants, or any of their Agents are the true and legal “Holder in Due
6 Course” of any legitimate and/or Legal “Deed of Trust” or Assignment thereof,
7 governing, concerning or relative to any of the Parties, herein or as to Plaintiffs
8 subject property.
9

10
11 **THE “TENDER RULE” DOES NOT APPLY AND TENDER IS NOT**
12 **REQUIRED**

13 568. As to Plaintiffs instant action the “Tender Rule” is inapplicable and is
14 not a requirement to the bringing of Plaintiffs Quiet Title Action herein, for the
15 following reasons and based upon the following Legal Authority:
16

17 FIRST; There exists no California Authority or Statue requiring Tender
18 as a prerequisite to the bringing of an Action based upon a single and sole
19 cause of action. All California Authority where Tender has been held to apply
20 applies in only two scenarios; 1) Where a Plaintiff has filed an Action setting
21 to set aside an already completed Trustee sale, and 2) Where a Plaintiff files
22 suite to challenge the Debt, Loan and or Promissory note, none of which are
23 alleged herein.
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1 569. Plaintiff has learned that you cannot challenge an instrument that is void
2 per operation of law, you can only bring forth an action to Expunge in Rem
3 binding the world as opposed to inter parties involved in the creation of an ill
4 conceived system.
5

6 570. SECOND: Courts on a Federal Level sitting in California have held that
7 the “Tender Rule” only applies in cases seeking to set aside a completed sale
8 rather than to an action seeking to prevent a “*Barrionuevo v. Chase Bank* 885
9 *F. Supp. 2nd 969, 970-971.*
10

11 571. THIRD: Several Courts have refused to apply the “Tender”
12 Requirement where Plaintiffs allege that the Defendants lack authority to
13 Foreclose on the and that any resulting sale would be void. (see previous
14 paragraph) “*Barrionuevo*” and “*Dimock v. Emeral Props LLC*” 81 *Cal. App*
15 *4th 898, 97 Cal. Rprt 2nd 255 (2000).*
16

17 572. “Exceptions” to the application of the “Tender Rule” – 1) Where one
18 challenges the validity of the underlying Debt, as in this case “Tender” is not
19 required since it would not constitute an affirmation of the Debt “*Stockton v*
20 *Newman*” 148 *Cal. App 562.*
21

22 573. Plaintiff has challenged the validity of the Debt, on an administrative
23 level in serving Defendants with the previously alleged formal Requests and
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1 Demands (“QWR”) and the “VOD”) wherein Defendants have failed to
2 adequately provide the requested and evidence of such Debt.

3
4 574. It would be “Inequitable” to require “Tender” pursuant to “*Humbolt*
5 *Savings Bank vs McClevery*” 161 Cal. 285. As with Plaintiff herein, it would
6 be inequitable to require such in that it was Defendants actions, conduct and
7 performances that has placed Plaintiff and Plaintiffs property in this
8 compromising position, bearing illegal and inappropriate Clouds on Title.

9
10 575. Lastly; “Tender” is not required where the “Trustor” (in this case
11 Plaintiff Homeowner) is not relying on Equity in attaching the Deed, (or
12 assignment if applicable) as the Deed is void on its face “*Dimock vs Emerald*
13 *Props LLC*” 81 Cal App. 4th 898, 97 Cal Rprt. 2nd 255 92000).

14
15 576. Subject Deed (the one subject to instant action) is “VOID on its face”,
16 as the Trust Entities, and or the Defendants herein, named and stated on subject
17 Deeds of Trusts (or Assignments) Do not possess any Rights, Title or Interests
18 in Plaintiffs Property whatsoever.

19
20 577. _Clearly and unequivocally the “Tender Rule” does not apply and is not
21 a requirement of Plaintiff bringing instant Action to enforce a contract clearly
22 VOID PER OPERATION OF LAW for a single and sole Cause of Action for
23 Quiet Title.

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27 **SUBJECT REAL PROPERTY AT ISSUE**

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ABENCE OF ANY PROMISSORY NOTE OR HOLDER THEREOF

582. Plaintiff herein alleges, that there exists absolutely NO DEBT, Loan(s) and or Promissory Note(s) or Mortgage relative to, hypothecated, or Secured to that which pertains to subject property, nor is there in existence any individual or entity who could or might claims to be a “Holder” of any such Debt and or Promissory Note(s) or Mortgage. As such, no named or unknown individual or entity could present a claim “Adverse” or otherwise as to any Rights, Title or Interests in subject property.

SPECIAL ALLEGATIONS

583. At all times relevant hereto, Plaintiff Faith Brashear was a resident of the State of California, in and of the County and City where subject property is so situated and or physically located which is within this Court’s Judicial District, and at all times herein relevant to this complaint, is the true owner of subject property as described and set forth herein, as further evidenced by a Quitclaim deed naming Plaintiff as the true and correct title holder.

584. Plaintiff herein alleges, that at all times relevant hereto Defendant HSBC BANK USA, NATIONAL ASSOCIATION, as Trustee of the Holders of the Deutsche Alt-A Securities, Inc., Mortgage Loan Trust, Mortgage Pass-Through Certificates Series 2007-OA4 - is an unknown type individual and or

1 business entity doing business in the State of California, in the County and City
2 where subject property is so situated and physically located which is within
3 this Courts Judicial District as fully described in the attached Title Report.
4

5 585. Plaintiff herein alleges, that at all times relevant hereto Defendant THE
6 MORTGAGE LAW FIRM; AS DULY APPOINTED TRUSTEE is an
7 unknown type individual and or business entity doing business as a trustee in
8 the State of California, in the County and City where subject property is so
9 situated and physically located which is within this Courts Judicial District as
10 fully described in the attached Title Report.
11
12

13 586. Plaintiff is unaware of the true names and capacities of any individuals
14 and/r entities sued herein under the fictitious names Does 1-20, inclusive or, to
15 the extent that the names of such individuals or entities may become known to
16 Plaintiff, and as such Plaintiff cannot stat with any certainty that such a Cause
17 of Action lies herein as against such individuals or entities, or Plaintiff is
18 unable to allege the elements of such Cause of Action at this time, and as such
19 said Defendant(s) are herein named in accordance with the provisions of (*Cal*
20 *Code of Civil Procedures Sec 474*).
21
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23

24 587. Plaintiff thereon reserves the right to amend instant Complaint to allege
25 the true names and capacities of such fictitiously named Defendant(s) when the
26 same become known or when it had been ascertained with reasonable certainty
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1 that such Cause of Action hereunder can be satisfactorily stated and maintained
2 as against each such fictitiously named individual or entity.

3
4 588. Plaintiff herein alleges, that in committing certain acts herein alleged,
5 some or all of the Named, Unknown and or Does 1-20 Defendants herein were
6 actions as to the Agents, Joint Ventures, Partners, Representative, Subsidiaries,
7 Affiliates, Associates, Assigns an/or Employees and/or Agents of some or all
8 of the other Defendants, and that some or all of the conduct of such
9 Defendants, as complained of herein were within the course and scope and
10 agency of such relationship.
11

12
13 589. On or about May 1 2007, and subsequent thereto the property as fully
14 and legally described herein, and the essence of instant Action was real
15 property indisputably owned of record by Plaintiff as evidenced by that certain
16 chain of title documents Grant Deed Doc# 2007-0319878 and Grant Deed
17 Doc#2015-0092654.
18

19
20 590. By way of the aforementioned Grant Deed (which forms the basis of
21 Plaintiffs superior title) a Judicial Determination is herein sought by and for
22 Plaintiff that they are the sole Title Holders and Owners who singularly hold
23 title to subject property in absence of and/or without any liens, encumbrances
24 and or "Adverse" Title or Claims (*Cal Code of Civil Procedures Sec.*
25 *761.020(b)*).
26
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1 591. Plaintiff herein alleges, that on or about March 12, 2004 Plaintiffs made,
2 executed or signed and delivered a document entitled “Deed of Trust” in the
3 name of Countywide Home Loans Inc. (Doc # 2007-0319880) as the Trust
4 therein. This Deed of Trust is the subject of and is what incorrectly and
5 improperly appears on Title and ostensibly forms the basis of an alleged
6 potential “Adverse Claim” against Plaintiffs property and superior title. (*Cal*
7 *Code of Civil Procedures Sec 761.020 (c)*). However at the time of and or
8 subsequent to the making, executing or signing of this “Deed of Trust”
9 purports to serve as “security” and or a “Secured Instrument” for were Sold,
10 Assigned and or Transferred rendering this DOT null, void, and invalid,
11 especially in the light of the fact the Countywide Home Loans Inc., ceased
12 doing business an failed to properly sell, transfer, or adding any and all their
13 interest under subject DOT or related Debt, Loan and or Promissory note.

14 592. On Title to subject Property this is NULL, VOID and INVALID DOT
15 which still exists and remains and has not been likewise or accordingly
16 assigned. As such, there ostensibly appears to be a potential “Adverse Claim”
17 against , contrary to, and adverse to the Judicial determination herein sought by
18 Plaintiff. (*Cal Code of Civil Procedures Sec 761.020 (c)*).

ASSIGNMENT OF DEED OF TRUST

1
2
3 593. Plaintiff herein alleges, subsequent to the making, executing or signing
4 of this existent null, void and or invalid Deed of Trust, on or about 5/14/2007
5 Countrywide Home Loans Inc as the Assignor attempted to illegally and
6 improperly assign, transfer or otherwise relinquish any and all Rights, Title and
7 Interest in said Deed of Trust Doc# 2007-0319880 to another individual or
8 entity.
9

10
11 594. However this was legally defective and due to that fact that this
12 Assignor entity went out of business years prior to the alleged assignment, this
13 would render this Assignment which occurred after the fact, as being “VOID”
14 of any and all interest which might have existed under said DOT. As such of
15 the previous existent null, void and invalid DOT, on or about 3/20/2012 **HSBC**
16 **BANK USA, NATIONAL ASSOCIATION, as Trustee of the Holders of**
17 **the Deutsche Alt-A Securities, Inc., Mortgage Loan Trust, Mortgage Pass-**
18 **Through Certificates Series 2007-OA4;** as the “assignee entity” as an
19 assignee by way of a legally defective and ineffective assignment improperly
20 received accepted and/or assumed the assignment of this previous and existent
21 null, void and or invalid Deed f Trust Doc# 2007-0319880.
22
23
24

25
26 595. As previously alleged Subject Deed of Trust at the time of said
27 assignment, by the allegations asserted herein, was legally defective and
28

1 ineffective as being null, void and invalid as established and alleged herein
2 prior to said assignment or acceptance. **NO TRUE RIGHTS, TITLE OR**
3 **INTERESTS WERE OR COULD HAVE POSSIBLY BEEN ASSIGNED**
4 **OR TRANSFERRED.** Accordingly, nor could any such Rights, Title or
5 Interest ever have been received and or accepted by Defendants.
6
7

8 596. As such all Rights, Title and Interests to property for and on behalf of
9 HSBC BANK USA, NATIONAL ASSOCIATION, as Trustee of the Holders
10 of the Deutsche Alt-A Securities, Inc., Mortgage Loan Trust, Mortgage Pass-
11 Through Certificates Series 2007-OA4 -never came into being nor could have
12 incurred to their benefit and therefore they do not possess, nor does there exist
13 on their part any “Adverse Claim” .
14
15

16 597. Plaintiff herein alleges, that subsequent to the making, executing or
17 signing of the previous existing null, void and or invalid Deed of Trust, on or
18 about March 20, 202 Defendant **The Mortgage Law Firm** by way of a legally
19 defective and ineffective assignment improperly received, accepted and or
20 assumed the benefit of the assignment of this previous and existent null, void
21 and or invalid Deed of Trust Doc 2007–0319880.
22
23

24 598. As previously alleged Subject Deed of Trust at the time of said
25 assignment of this previous and existent null void and invalid as established
26
27
28

1 and alleged herein, was legally defective and inefficient as being null, void and
2 invalid prior to said assignment or acceptance .
3

4 599. NO TRUE RIGHTS, TITLE AND OR INTEREST were or could have
5 been legally assigned or transferred. Accordingly, nor could any such Rights,
6 Title or Interests ever have been received and or accepted by this Defendant.
7 As such all Rights, Title an Interest to Plaintiffs property for and on behalf of
8 Defendant **The Mortgage Law Firm** as the assigned entity never came into
9 being or coul have inured to their benefit and therefore they do not possess,
10 nor does there exist on their part any “Adverse Claim”.
11
12

13 600. IN ADDITION THERETO the assignment of the “Security Instrument”
14 and or subject Deed of Trust alone, and or by itself, without a joint or
15 corresponding assignment of the relative Debt, Loan and or Promissory Note is
16 in effect a NULL and VOID transaction.
17
18

19 601. Therein the assignment of the relative Debt, Loan and or Promissory
20 Note is in effect a NULL and VOID transaction. Therein the assignment
21 effectively confers onto and Assignee absolutely NO Rights NO Title or NO
22 Interest to Plaintiffs property.
23
24

25 **DECLARATORY RELIEF**

26 (A Judicial Determination that the “Assignment of Deed of Trust” is VOID)
27
28

1 602. Plaintiffs incorporate herein by reference the allegations made in all
2 preceding paragraphs and causes of action inclusive, as though fully set forth
3 herein.
4

5 603. Declaratory Relief is **necessary and appropriate** at this time because
6 without Judicial resolution all Parties herein will remain unclear and in dispute
7 as to their respective rights, interests and obligations and whether subject
8 “Assignment of Deed of Trust” is a void instrument. Then whether or not their
9 use factually or legally assigned anything whatsoever, and further whether they
10 exist as “CLOUDS on Plaintiffs Land Record. Real Property Title and
11 therefore should be removed.
12
13

14 604. Plaintiff property is at risk of being further influenced, impacted,
15 affected and or wrongfully sold, transferred and or assigned by and through
16 Defendant(s) named and un-named herein, any of the agents and or other
17 individuals or entities claiming, but factually and legally not qualifying held to
18 or determined as “Bona Fide Purchasers”, individuals or Entities.
19
20

21 605. On Personal Knowledge, Plaintiff will suffer **IRREPARABLE HARM**
22 in absence of the requested relief because Plaintiff is threatened with the loss
23 of her property, which is unique, and valuable, the loss of which cannot be
24 fully compensated by money damages.
25
26
27
28

1 606. Plaintiff herein further alleges, that an actual controversy has arisen and
2
3 now exists and remains unresolved between Plaintiff and all Defendant(s) and
4
5 any of their Agents as well as other individuals claiming, but factually and
6 legally could not qualify, held to or determined as “Bona Fide Purchasers”.
7
8 And other such claiming “BFPs individuals and or business entities concerning
9 the legal effect and free nature of the “Assignments of Deed of Trust” as being
10 Clouds on Plaintiffs Land Record / Real Estate Property all of whom are
11 relying on the validity and legality of subject “Assignments of Deed of Trust”.

12 607. As such Legally and Equitably the “Assignments of Deed of Trust”
13 referenced above should be canceled and expunged from Plaintiffs Land
14 Record / Real Property Title.

15
16 608. All Defendants named herein, and any of their Agents, as well as other
17 individuals or entities all respectively dispute the contention of the Plaintiff
18 and all other Defendants and all other Parties and their Counterparts.

19
20
21 **FIFTH Matter at hand -Rescission under *Truth in Lending Act***

22 **TILA IS AN ISSUE OF FACT NOT an argument to be made by a lawyer**

23
24 609. Plaintiffs incorporate herein by reference the allegations made in all
25 preceding paragraphs and causes of action inclusive, as though fully set forth
26 herein.
27
28

1 h) MERS did NOT hold authority to assign a Deed of Trust in 2012.

2 i) MERS did NOT hold authority to assign a Trustee in 2014

3
4 612. Plaintiff attests, A Deed of Trust can ONLY be transferred by a
5 Corporation Deed of Assignment between entities.

6
7 613. Plaintiff asserts Countrywide did NOT transfer a Corporation Deed of
8 Assignment to MERS – the nominee beneficiary.

9
10 614. Plaintiff asserts MERS did NOT transfer a Corporation Deed of
11 Assignment to Bank of America – the Servicer.

12
13 615. Plaintiff asserts It was a LEGAL IMPOSSIBILITY for Bank of
14 America to create a “Deed of Trust” in 2012 because the entire contract was
15 VOIDED in 2009.

16
17 616. Plaintiff asserts It was a LEGAL IMPSSIBILITY for MERS to have
18 signed the Bank of America assignment because MERS was suspended by the
19 California Secretary of State at the time Bank of America fabricated it. *See*
20 *Exhibit I*

21
22 617. Plaintiff asserts and alleges The Vice President of MERS – Miguel
23 Romero who signed the Bank of America assignment has been exposed as
24 Robo signer in several court cases.

25
26 618. Plaintiff asserts and alleges Miguel Romero worked for BAC financing
27 at the time he signed as the Vice President of MERS.
28

1 619. Plaintiff asserts and alleges Miguel Romero has also signed as
2 “Assistant Secretary” of MERS during the same year on other files.

3
4 620. Plaintiff asserts and attests that Miguel Romero has also been named in
5 Fraud Digest as one of the more common MERS Robo-signers.

6
7 621. Plaintiff asserts and attests that it is a conflict of interest to

8 622. Plaintiff asserts Bank of America, the servicer, self generated a form on
9 their own behalf transferring 100% beneficiary interests to themselves in 2012,
10 using an internal employee of BAC Financial, to falsify a document in the
11 name of MERS while MERS was suspended by the Secretary of State.

12
13 623. Plaintiff asserts and alleges It was a LEGAL IMPOSSIBILITY for
14 MERS to assign a trustee in 2014.

15
16 624. Plaintiff asserts and alleges it was a LEGAL IMPOSSIBILITY for
17 MERS to rescind a NOD and NTS in 2014 on behalf of Countrywide “the
18 Lender” because COUNTRYWIDE “the lender” was not operating as an entity
19 in 2014.

20
21 625. Plaintiff asserts and alleges it was a LEGAL IMPOSSIBILITY for
22 MERS to rescind a NOD and NTS in 2014 on behalf of Countrywide “the
23 Lender” because Countrywide acting in the capacity of a ORIGINATOR to a
24 pass through Classification REMIC and NOT a Lender.

25
26
27 626. Plaintiff asserts and alleges PER THE TESTIMONY of DEMARTINI
28

1 in Kemp vs Countrywide, the notes never left the file *See Exhibit J*

2 627. Plaintiff asserts and alleges It was a LEGAL IMPOSSIBILITY for Bank
3 of America to service a NOTE that NEVER LEFT THE FILE.
4

5 628. Plaintiff asserts and alleges Neither HSBC or Countrywide acted as a
6 lender.
7

8 629. Plaintiff asserts and alleges the Classification REMIC was NOT
9 designed to act as a lender.
10

11 630. Plaintiff asserts and alleges the Certificate Holders, hold certificates.

12 631. Plaintiff asserts and alleges Certificate Holders ARE NOT LENDERS.

13 632. Plaintiff asserts and alleges NOTES that NEVER LEFT THE FILE are
14 called BEARER INSTRUMENTS.
15

16 633. Plaintiff asserts and alleges BEARER INSTRUMENTS are NOT
17 MORTGAGE NOTES.
18

19 634. Plaintiff asserts and alleges BEARER INSTRUMENTS were pulled
20 together, broken down, and offered out as common stock for trade.
21

22 635. Plaintiff asserts and alleges that no securitization of the instrument took
23 place.
24

25 636. Plaintiff asserts and alleges that the Pooling and Servicing agreements
26 held a 90 transfer policy for the note and the deed to be transferred.

27 637. Plaintiff asserts and alleges that Synthesized contracts were designed to
28

- 167
JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th,
8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 go directly into the collateralization process.

2 638. Plaintiff asserts and alleges that it was a LEGAL IMPOSSIBILITY to
3 transfer an instrument that WAS NOT DESIGNED TO BE TRANSFERRED.
4

5 639. Plaintiff asserts and alleges that the Classification REMIC was
6 TERMINATED by swapping out the investment instruments into another
7 investment conduit in 2008. See *Exhibit P*
8

9 640. Plaintiff asserts and alleges that once a classification REMIC is
10 swapped out, the bearer notes convert into a new investment vehicle.
11

12 641. Plaintiff asserts and alleges that NO Recall of the Deed of Trust existed
13 in 2008 into the Mortgage Loan Trust.
14

15 642. Plaintiff asserts and alleges that NO Corporate Deed Assignment exists
16 that holds the verbiage the Deed was assigned directly into ‘TO the Mortgage
17 Loan Trust’.
18

19 643. Plaintiff asserts and alleges that The verbiage “HSBC on behalf of the
20 “Holders” of The Mortgage Loan Trust” does NOT evidencing a transfer into
21 “The Mortgage Loan Trust”.
22

23 644. Plaintiff asserts and alleges that the classification REMIC, NEVER
24 purchased the Asset.
25

26 645. Plaintiff asserts and alleges that the contract was nothing more than a
27 divestiture for the collateral it obtained.
28

1 646. Plaintiff asserts and alleges that Defendants CANNOT identify the
2 foreclosing Beneficiary.

3
4 647. Plaintiff asserts and alleges that Defendants CANNOT identify the
5 Lender.

6
7 648. Plaintiff asserts and alleges that Defendants DO NOT hold authority to
8 conduct a foreclosure because they DO NOT hold a legitimate Deed.

9
10 649. Plaintiff asserts and alleges that Defendants DO NOT hold authority to
11 conduct a foreclosure because they DO NOT hold a Mortgage Note.

12
13 650. Plaintiff asserts and alleges that Defendants have issued a fraudulent
14 NOD based upon an undisclosed installment loan.

15
16 651. Plaintiff asserts and alleges that an Installment loan is NOT a mortgage
17 Loan.

18
19 652. Plaintiff asserts and alleges that you CANNOT conduct a foreclosure
20 without being the HOLDER IN DUE COURSE of BOTH instruments.

21
22 653. The property BY OPERATION OF LAW reverts to the
23 Grantor/Plaintiff. *Exhibit M - Intent to preserve.*

24 **SIXTH MATTER AT HAND - Restitution of Tendered Money**
25 **under *Truth in Lending Act, et al.***
26
27
28

1 654. Plaintiffs incorporate herein by reference the allegations made in all
2 preceding paragraphs and causes of action inclusive, as though fully set forth
3 herein.
4

5 655. Since it was made clear Specialized Loan Servicing does not understand
6 the provisions of TILA recession, Plaintiff elaborates as follows:
7
8

9 STEPS TO TILA

10 **Congress gave Plaintiff this right, and Plaintiff Chose to execute it.**

11
12 656. **First**, by operation of law, the security interest and promissory note
13 automatically becomes void and the consumer is relieved of any obligation to
14 pay any finance or other charges (15 USC 1635(b); Reg. Z-
15 226.15(d)(1),226.23(d)(1). . See Official Staff Commentary § 226.23(d)(2)-1.
16 (See Willis v. Friedman, Clearinghouse No. 54,564 (Md. Ct. Spec. App. May
17 2, 2002) (Once the right to rescind is exercised, the security interest in Mrs.
18 Brashear's property becomes void ab initio).
19
20

21 657. **Thus, the security interest is void and of no legal effect irrespective**
22 **of whether the creditor makes any affirmative response to the notice.** (See
23 Family Financial Services v. Spencer, 677 A.2d 479 (Conn. App. 1996) (all
24 that is required is notification of the intent to rescind, and the agreement is
25 automatically rescinded).
26
27
28

1 658. It is clear from the statutory language that the court's modification
2 authority extends only to the procedures specified by section 1635(b).

3
4 659. The voiding of the security interest is not a procedure, in the sense of a
5 step to be followed or an action to be taken.

6
7 660. The statute makes no distinction between the right to rescind in 3-day or
8 extended as neither cases nor statute give courts equitable discretion to alter
9 TILA's substantive provisions. Also, after the security interest is voided,
10 secured creditor becomes unsecured.

11
12 661. **Second**, since Plaintiff has legally rescinded the loans transaction, the
13 alleged mortgage holders must return any money, including that which may
14 have been passed on to a third party, such as a broker or an appraiser and to
15 take any action necessary to reflect the termination of the security interest
16 within 20 calendar days of receiving the rescission notice which has expired.

17
18 662. **The creditor's other task is to take any necessary or appropriate**
19 **action to reflect the fact that the security interest was automatically**
20 **terminated by the rescission within 20 days of the creditor's receipt of the**
21 **rescission notice** (15 USC 1635(b); Reg. Z-226.15(d)(2),226.23(d)(2).

22
23
24 663. The termination of the security interest is required before tendering and
25 steps 1 and 2 have to be respected. Defendants are in CONTEMPT of LAW.

26
27 664. The appointment of a court mediator to settle Plaintiff's immediate
28

1 fictitious foreclosure issue will be needed in order to work with Plaintiffs CFO
2 CPA to further review the accuracy of these detailed allegations and to follow
3 strict implementation of Regulation Z upon Federally Discharged TILA 1635
4 rescinded fictitious Debts. See In re Haines: pro se litigants are held to less
5 stringent pleading standards than bar licensed attorneys.
6
7

8 **665. Federal Action for injunction against the players REQUIRE them**
9 **to file documents canceling the documents of record and provide**
10 **judgment for damages and refunds. PERIOD. [Emphasis added].**
11

12 **666. Since Defendants have repeatedly refused to comply with the LAW,**
13 **Plaintiff demands a mediation order requiring ALL decision-makers to be**
14 **present to move this particular issue into immediate summary and**
15 **declaratory judgment INCLUDING the ALL the Certificate holders**
16 **HSBC purports to represent they are acting to initiate this illegal**
17 **foreclosure on behalf of AND the Mortgage Loan Trust accounting**
18 **records to determine WHAT reversionary interests are DUE Plaintiff for**
19 **her undisclosed IMPLIED partnership participation. Should it be**
20 **proven through discoveries, Plaintiff retains the right to bring forth a**
21 **REALTOR complaint under PENDING PUBLIC ISSUES FURTHER**
22 **OUTLINE BELOW.**
23
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PRAYER FOR RELIEF BY OPERATION OF LAW AND TRO

1
2
3 667. That THE MORTGAGE LAW FIRM, PLC, as Trustee and
4 Agent of a Beneficiary; as agent for Wells Fargo Bank, N.A.; DARREN J.
5 DEVLIN, President of of The Mortgage Law Firm, PLC; SPECIALIZED
6 LOAN SERVICING LLC, as servicer for HSBC Bank USA, National
7 Association, as Trustee for the Holders of the Deutsche Alt-A Securities, Inc.,
8 Mortgage loan Trust, Mortgage Pass-Through Certificates Series 2007 –OA4;
9 MARK MCCLOSKEY Assistant Vice President of Specialized Loan Servicing
10 LLC, and All persons and entities claiming any right to real property located at
11 1095 Lowry Ranch Road Corona, California 92881 inclusively and Does 1-20,
12 inclusively; and all acting on their behalf be ENJOINED from taking any
13 foreclosure actions pending hearing on this matter by way of OSC re:
14 Preliminary Injunction or until further order of this court;

15
16
17
18
19 668. That Service of Process upon the Defendants named in ¶ 1 of the above
20 prayer and all individuals and entities with knowledge of this Order and all
21 trustees and any successors in interest with knowledge of this Order, TRO
22 Applications, Summons and Complaint shall be completed by no later than the
23 date ORDERED.

24
25
26 669. Proof of Services of the Order after Hearing and all filed documents
27 including Summons and Complaint shall be filed in this department no later
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than as ORDERED.

670. Should any Defendant wish to appear and be heard, they shall file their Opposition and serve all parties not later than as ORDERED, by hand delivery or fax service is permitted.

671. Should any Reply be desired, such shall be filed by as ORDERED.

672. Reply shall be hand delivered or by fax.

673. Order after Hearing to be served not later than as ORDERED.

674. OSC to Issue upon submission of the proposed Order.

675. That discovery be permitted on shortened time, with any depositions being allowed on 3 days notice by fax or personal delivery to establish good cause for any relief at the OSC re Preliminary Injunction.

676. For a Decree, Order and or Judicial Determination of, and the granting of the cancelation and expungement of the Assignments of Deed of Trusts listed as follows from the County Recorders office. Assignment of Deed of Trust DOT Doc 2007-0319880.

677. For a Decree, Order and or Judicial Determination of, and the granting of Quiet Title for and to the benefit of Plaintiff, as the *In Rem*” property and as against any and all Defendants hereto and to any “Adverse Claim” they must allege to possess (*Cal Code of Civil Procedures Sec. 761.020 (e)*).

678. That a Judicial Determination and Declaration be entered, that the

JURY TRIAL DEMANDED DEBTOR COMPLAINT PURSUANT TO 42 U.S.C. Sec 1983

FALSE CLAIMS 31 U.S. Code § 3729 (a) (C), violations of US Constitutional Amendments, 5th, 8th 9th and 14th. Adversary Trial for Summary Judgment, Declaratory and Injunctive relief.

1 Assignment of Deed of Trust are VOID and are herein canceled and expunged,
2 and that Title to subject property is singularly solely held by Plaintiff alone and
3 that Defendants and each of them be declared to have NO INTEREST either
4 Legal or Equitable, right, estate, or lien in subject property and that
5 Defendants, their Agents or Assigns, be forever enjoined from asserting estate,
6 right, title or interest to subject property (*Cal Code of Civil Procedures Sec.*
7 *761.020 (e)*).

10 679. That each and every Party herein by Specifically Ordered to Perform
11 whatever is necessary to effectuate a full Reconveyance of any and all relative
12 “Security, “Security Instruments” or DOTs and or Assignments of Deeds of
13 Trusts.

16 680. That Order be Granted by the Court Expunging any and all existing
17 Deeds of Trusts, Assignments of Deeds of Trusts, Notices of Default and any
18 and all “Substitutions of Trustees”.

20 681. For DECLARATORY RELIEF (Judicial determination that the
21 “Assignments of Deed of Trusts” are a Void Instruments)

23 682. Plaintiff further alleges based upon the factual documents attached
24 hereto as exhibits, and on information and belief, that the Defendant’s and each
25 of them, and by and through their Agents, either created or caused to be created
26 the drafting, execution, and recording of this instrument which is LEGALLY
27
28

1 “VOID”, the subject of a Forgery, containing Fraudulent information and or
2 the identity of the individuals and or entities stated therein, as well as the result
3 of Notary Fraud, and the product of “Robo-signing”.
4

5 683. More Specifically Miguel Romero, as the signatory was not so situated,
6 possessed the authority to execute such an instrument, nor was an employed or
7 Agent of the Entity “Mortgage Electronic Registration System, Inc., nor was
8 this individual employed by this entity.
9

10 684. DECLARATORY RELIEF Judicial determination that the rulings at
11 Superior Court are VOID ab initio due to direct conflict of interest between
12 lead Superior Court Justice and Plaintiff and/or due to the Jesinoski and
13 Yvanova Supreme court rulings.
14
15

16 685. For such additional and further relief as the Court may deem just and
17 reasonable.
18

19 686. For such reasonable costs of past suits obstructing justice.
20

21 RESPECTFULLY SUBMITTED This the 5th Day of April, 2016
22

23
24 X_____

25
26 Faith Lynn Brashear -Plaintiff in Pro Se.
27
28