

QUESTION: Predatory Lending?

On 03/01/2007 I received a loan from who I thought at the time was IndyMac Bank. The loan now showing through on the court recorded records state that it was actually a lender named American Mortgage Network, Inc. Delaware. The loan was in 2 parts. The first one for \$272,800.00 and I was told that a first loan would not cover 100% of property so a Second Loan would also need to be done with a different lender, that 100% could not be taken care of in one loan.

On 03/01/2007 records at the court recorders office show a Second Loan also stating this second mortgage was with American Mortgage Network, Inc. Delaware in the amount of \$25,500.00.

I have yet to receive a copy of the documents I signed the day the lender representative (that I thought was an IndyMac Representative) **came to my place of work and had me sign and initial papers for both loans**. I was given just a few papers and assumed the rest would be mailed to me. These documents were never received.

Exhibit _____ 2007-1472 Court recorded **Deed Of Trust recorded on 03/08/2007** states the lender as American Mortgage Network, Inc. Delaware – Trustee: First American Title – Beneficiary: **MERS**. With a requested return of document to: Wachovia Mortgage Corp, Raleigh, NC.

Exhibit _____ 2007-1473 Court recorded **Deed Of Trust AND Request for Notice of Default on 03/08/2007** (not sure why this would refer to a Notice of Default. I had never been in Default of any loan at this point) this recording referred the lender to also be: American Mortgage Network, Inc. Delaware – Trustee: First American Title – Beneficiary: **MERS**. With a requested return of document to: Wachovia Mortgage Corp. Raleigh, NC.

The loan payments had to be based on inflated numbers for my income. I have worked as a pre-school teacher for 20 years and have never earned a monthly income more than \$2,300.00 per month before tax deductions. It seems that financial lending institutions base projected approval for loans on monthly income and the loan payments per month should not exceed 30% of monthly income.

Income verification presented to the lender (or representative?) was \$2,268.00 gross before taxes. The loan payment ended up being \$1,535.00 for the first loan and \$221.00 for the Second loan.

Even the first loan payment amount of \$1535.00 was over 67% of my gross income. Including the amount for the second loan it put me paying a total of \$1,760.00 per month which is clearly over 77% of my total gross monthly income.

The lender obviously must have **inflated my income** or forged incorrect information on my initial loan application for a loan like these to be made in the first place. The amount

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they would have stated for my gross income would have needed to be \$4,585.00 for monthly payments to be 30% of my income.

QUESTION: What is law on dates of recording of legal documents like the Deed of Trust?

After the initial filing in the court records by American Mortgage Network, Inc. Delaware on 03/08/2007 the Deed of Trust was actually signed and recorded back to me by Wells Fargo Bank for Olympus Mortgage Co. Corp.

Exhibit _____ 2007-2200 **Substitution of Trustee and Deed of Reconveyance** recorded document signed on 04/09/2007 and recorded on 04/12/2007

At this time would the March encumbrance be automatically placed on the Deed Of Trust or should it have been signed over to someone else at that time. Or is this the beginning of the fraudulent claims made over who actually holds interest or the Deed of Trust or the original note holder?

After the date when it was signed on 04/09/2007 by Wells Fargo and Reconveyed to me and Recorded on 04/12/2007 I did not sign anything that would have transferred that Deed to anyone else.

QUESTION: Am I a victim of Loan Modification Fraud?

In January of 2009 I was checking into possibilities of trying to refinance the mortgage to help ease the burden of the high monthly payments. That same month my long time partner and fiancé' living with me suffered a heart attack. It was his income that had been helping me stay above water with the inflated and overwhelming monthly mortgage payments.

While waiting for the Refinancing process, on May 03, 2009, my fiancé' died. The person at IndyMac assured me that I would qualify for a Hardship Modification and not to worry.

Since this is who I thought the loan was with and it was who I was making my payments to I applied for a Loan Modification over the Internet with IndyMac.

I was told that I would not qualify for the Modification if my current payments were not in arrears. I was told to stop making payments so I would qualify for the Modification. They said there would be no reason I would not qualify. They further stated that I was not to worry about the payments that were behind as they would be added to the end of the Modification Loan.

The process was underway for Modification so I began receiving notices that my loan was in Default and that the bank was going to foreclose. Still believing that IndyMac

was the lender I believed them when they said not to worry about the foreclosure because they were going to take care of the Modification.

I initiated all calls in the discovery of my status with the loan company IndyMac. They certainly were not calling and contacting me as they muse in their document recorded with Exhibit _____ 2009-3389 per DECLARATION PURSUANT TO CAL.CIV. CODE SECTION 2923.5(b) by IndyMac Mortgage Servicing signed on 07/09/2009 by Emilee Pearce and recorded first on 07/15/2009 in the court records.

Some time after my fiancé' died I began receiving Foreclosure Notices. I called IndyMac for an update on the modification and to ask why I was receiving Foreclosure Notices. I was told they needed some additional verification for the Modification and that I should not worry about the Foreclosure notices as the Modification would be there to take care of it. I submitted my personal information and income verification to IndyMac on 05/21/2009 for the Modification.

I challenge the document submitted and signed by Emilee Pearce as they DID NOT talk with me about the mortgage at any time ESPECIALLY since 05/21/2009. That document was signed on 07/09/2009 and they had NOT contacted me to discuss the status of the mortgage. In fact there would have been no reason to discuss the foreclosure on the mortgage because at that time, since 05/21/2009, the Modification was the issue at hand according to IndyMac.

On 07/15/2009 according to the Glenn County Recorder a NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST 2009-3389 Exhibit _____ was signed by what looks like Marghong who represents themselves as an authorized agent for Regional Service Corporation but was not notarized so can not be sure who this person really is. This document states that Regional Service Corp is either duly appointed Trustee, (or) substitute Trustee (or) acting as agent for the Beneficiary. (Unsure of who is what at this point and it appears they don't know either.) very questionable in light of the facts and findings now being investigated by Attorney Generals across the nation.

QUESTION: As of 07/15/2009 no other recordings of Deeds since 04/09/2007 in which the Deed was reconveyed From Olympus Mortgage Co and Wells Fargo Bank as Trustee back to Sarina Nelson. Now according to the document recorded by Regional Trustee Services they are the Lender? The Trustee? The Beneficiary? Although mention is made to contact OneWest Bank with questions.

QUESTION: How and why was this added to the Court Recorders documents on 10/23/2009?

On 10/23/2009 per Glenn County Records an ASSIGNMENT OF DEED OF TRUST 2009-5065 Exhibit _____ was recorded stating that on 06/23/2009 a Dennis Kirkpatrick as Vice Pres. For MERS and witnessed by Elizabeth Hernandez, a notary in the state of Texas Assigned FOR VALUE RECEIVED, bargains, sells, transfers and sets

over unto OneWest Bank together with the Note or Notes and the Trustee would be First American Title Insurance Company.

QUESTION: According to my recent findings MERS could not be and was not a holder or had any right or privilege to sell, transfer or set over any mortgage or Deed of Trust. The Vice President of MERS also comes into question as it is being found by Courts and Attorney Generals across the nation that many of these so called representatives are not a person and not who they claim to be.

QUESTION: According to Glenn County Records a SUBSTITUTION OF TRUSTEE 2009-5066 Exhibit _____ was recorded with a page signed by a JC San Pedro (a legal name?) which states also being witnessed by the same Notary Elizabeth Hernandez in Texas and signed on 06/24/2009 and recorded on 10/23/2009 some 5 months AFTER the NOTICE OF DEFAULT was recorded on 07/15/2009.

QUESTION:

NOTICE OF TRUSTEE'S SALE 2009-5067 Exhibit _____ was signed on 10/16/2009 which states Regional Service Corp is now the Trustee. And again using the fraudulent recorded document 2009-3389 Exhibit _____ submits the same questionable DECLARATION PURSUANT TO CAL. CIV. CODE SECTION 2923.5(b) by IndyMac Mortgage Servicing Emilee Pearce dated 07/09/2009. This Notice was signed by a Jean Greagor, as Authorized Agent for Trustee from Agency Sales and Posting in Irvine, CA.

QUESTION:

Called IndyMac on 10/14/2009 to check status and spoke to Elaina. She informed me that property was in Foreclosure and set to sale on 11/09/2009 and all I could do is to pay the full amount to save it. They are working on the 31% for the Modification and they had ordered a reinstatement quote and to fax an updated financial statement.

I called IndyMac on 10/15/2009 and gave current income, gross amount \$2,063.79, my net was \$1814.60 and I spoke to Reginal on that day and he also took my expenses, auto insurance. They told me or an attorney to call OneWest Bank to postpone the sale and that the modification was still in review.

On 10/15/2009 I called OneWest Bank and spoke to Cordilia to ask if they could postpone due to IndyMac still reviewing the Modification. She said the lender needs to notify them to place a hold on it. Then we were disconnected.

I called back to Indy Mac and talked to Reginal again and he transferred me to a California representative called Sandi. I gave her the sale number and she made notes that I called and she referred me to the IndyMac Loan Modification Dept.

Then I called the Loan Modification Dept and spoke with Michelle. She said to avoid foreclosure while waiting for the Modification I could apply for the repayment plan. Down payment would be 16,000 to 18,000 plus attorney fees and the foreclosure would

stop immediately if approved. They didn't approve me because my income was not high enough.

On 10/16/2010 I spoke to Monica at IndyMac to see if they got the faxed documents and they said they had received them, but to white out the date and put in current date and to refax it. I refaxed it.

10/20/2010 and called IndyMac and talked to Fred and to Angela. They said based on my current monthly mortgage payment and monthly expenses they denied it, but they were in fact using the previous mortgage payment and did not consider the modification was to lower those payments as I'd been told previously.

On 11/19/2010 I called Specialized Loan Service but they were closed. They now were handling the second mortgage and I was still making payments to them.

In fact a letter from the bank stating the Modification was denied finally came on 03/15/2010. The Trustee Sale was scheduled for March 26, 2010.

As stated in the Unlawful Trustee Sale memo attached, there was NO ONE at the sale and the North State Title Company at the scheduled and advertised Date, Time and Place and the North State Title employee said that no one showed and the property would go back to the bank.

Fact being that according to the recorded documents at the Glenn County Court the property was sold to Deutsche Bank on 02/25/2010 as stated on the document recorded in Glenn County 2010-1370 page 2 signed by OneWest Bank rep Chamagne Williams and notarized on 02/25/2010 by Troy Lazzara in Texas.

So IN FACT as per the VERIFIED COMPLAINT FOR UNLAWFUL DETAINER in paragraph 5 recorded on 10/08/2010 it is stated that the Plaintiff acquired the property at a duly conducted foreclosure sale and obtained a trustee's Deed Upon Sale. There was NO ONE showing as bidders at the sale as verified by the agent at North State Title and by my Mother and Sister who attended the sale also. So the North State Title representative said that the property would just return back to the bank. ??? (Unknown to her it had already been sold to Deutsche Bank some 30 days earlier.)

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within the 60-day period, your case is "sealed" and the blacklisting companies cannot access it without a court order. It is also possible to get the judge to "seal" your case after the 60 days expires, such as where that condition is part of your settlement agreement. Judges are reluctant to do that, but there is no legal prohibition to such an order.

(a) In any transaction involving residential real property in foreclosure, as defined in Section 1695.1, which is in violation of Section 1695.13 is voidable and the transaction may be rescinded

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by the property owner within two years of the date of the recordation of the conveyance of the residential real property in foreclosure.

(b) Such rescission shall be effected by giving written notice as provided in Section 1691 to the equity purchaser and his successor in interest, if the successor is not a bona fide purchaser or encumbrancer for value as set forth in subdivision (c), and by recording such notice with the county recorder of the county in which the property is located, within two years of the date of the recordation of the conveyance to the equity purchaser. The notice of rescission shall contain the names of the property owner and the name of the equity purchaser in addition to any successor in interest holding record title to the real property and shall particularly describe such real property. The equity purchaser and his successor in interest if the successor is not a bona fide purchaser or encumbrancer for value as set forth in subdivision (c), shall have 20 days after the delivery of the notice in which to reconvey title to the property free and clear of encumbrances created subsequent to the rescinded transaction. Upon failure to reconvey title within such time, the rescinding party may bring an action to enforce the rescission and for cancellation of the deed.

(c) The provisions of this section shall not affect the interest of a bona fide purchaser or encumbrancer for value if such purchase or encumbrance occurred prior to the recordation of the notice of rescission pursuant to subdivision (b). Knowledge that the property was residential real property in foreclosure shall not impair the status of such persons or entities as bona fide purchasers or encumbrancers for value. This subdivision shall not be deemed to abrogate any duty of inquiry which exists as to rights or interests of persons in possession of the residential real property in foreclosure.

(d) In any action brought to enforce a rescission pursuant to this section, the prevailing party shall be entitled to costs and reasonable attorneys fees.

(e) The remedies provided by this section shall be in addition to any other remedies provided by law.

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