

Sarina Nelson – Declaration

Although searching Black’s Law Dictionary did not reveal to me a legal definition for the word “focused” We must presume the following definition found in the online Free Dictionary will suffice in the point that a focused review of title is in fact not only justified but warranted in this matter. Please see the following definitions from the Online Free Dictionary version:

Focus *noun* arena, center, center of activity, center of attention, center of interest, central point, centrality, convergence, converging point, focal point, objective, point of concentration, point of convergence

Associated concepts: target of an investigation

Focus *verb* attend, attend minutely, bring into focus, bring the mind to bear upon, come to a point, concenter, concentrate on, concentrate the mind, concentrate the thoughts, examine closely, fix on, fix the thoughts upon, give attention, look to, regard carefully, render central

Associated concepts: focus an investigation on a suspect

On the basis of the original promissory note, the loan/mortgage, sale, transfer of deed of trust and with the actual loan number on said Deed of Trust being different from the actual loan number on my IndyMac payment documents the question arises as to who actually did have the right to collect on said promissory note. And that brings to question, where is this Promissory Note? This will also bring into question each of the Trustees and Beneficiaries that have been assigned. It is important to address the title in a narrow review but also in this case especially, a focused review which when getting to the foundation of title we find that it is in fact not a clear title but in fact has been clouded with various alleged, at this point, “unclean hands”.

As stated in these documents that have been recorded in the Glenn County Records we find mention to these several different corporations acquiring the note, acquiring the loan, acquiring the title etc. If in fact the original title was clouded, then there could have not been a duly perfected title at any point during this transfer of deeds. We must not only focus on the title at the inception of the Trustee Sale, but **MUST** look at the validity of the title in fact prior to the sale. Especially in this circumstance where Deutsche Bank claims to be both the seller and the buyer when a thorough review is done on the papers that have been filed with the county.

TO ACQUIRE, descents, contracts. To make property one's own.

Title to property is acquired in two ways, by descent, (q.v.) and by purchase (q.v.). Acquisition by purchase, is either by, 1. Escheat. 2. Occupancy. 3. Prescription. 4. Forfeiture. 5. Alienation, which is either by deed or by matter of record. **Things which cannot be sold, cannot be acquired.** (emphasis added)

Above definition taken from: A Law Dictionary, Adapted to the Constitution and Laws of the United States. By John Bouvier. Published 1856.

After months of self education and help from various legal representatives, attorney's and self help law centers it must be my conclusion that verified eviction complaints, perjured motions for summary judgment, and all other eviction paperwork after robo signed non judicial foreclosures in California and other states are illegal and void. The paperwork itself is void. The sale is void. But the only way to clean up the hundreds of thousands of effected titles is through litigation, because even now the banks will simply not do the right thing. And that's why robo signers count in non-judicial foreclosure states. Victims of robo signers in California may seek declaratory relief, damages under the Rosenthal Act; an injunction and attorneys fees for Unfair Business practices, as well as claims for slander of title; abuse of process, civil theft, and conversion.

This foreclosure and potential for eviction from my home has already caused irreparable harm and if the Writ of Possession is enforced at this time it will leave me homeless, my disabled sister homeless, and no one to care for the orchard and property. I have contacted rental properties and filed out applications for tenancy, however these are only rejected now because I have a foreclosure on my record and that has ruined my credit. Before this all began and even when first applying for the hardship modification my credit score was above 680, it is now so low that I can not even find housing.

My disabled sister came home from Oregon just last month due to a domestic violence situation and is on a breathing machine at night while she sleeps. She is now under my and my other sisters care. This was an unexpected hardship on all of us and now it will be harder to find appropriate housing.

I am asking that we can have a speedy resolve to this and that the court will find enough of the evidence within this application for Stay of Enforcement which will allow me to maintain my home in the manner that it was intended. A home. I will continue with the process of bringing these charges in the complaint filed here in Glenn County to also resolve the issue not only for me, but hopefully many other families that may have been caught in the biggest fraud ever perpetrated against the American families. The nationwide court cases are beginning to bring justice and awareness to the Unclean Hands, the Fraud and the misuse of banking powers to a head. Let us not contribute to the problem, but let us learn to become a way out of this darkness.

A county the size of Glenn County can not afford to allow the big banks and fraudulent actions to continue to rape and pillage the life and prosperity that should be experienced here. Instead of contributing to the decay of a community, we should all be working to restore our livelihood and rebuild our communities. This as I see it can only be done through the eyes of the law and I humbly ask the court to do the right thing as allowed by law.