

1 **CONCLUSION**

2 Defendant is now before the Court of Law with an expressed intent of
3 preserving her home and property by raising the legal defenses that are in
4 place to protect unlawful actions. The property has served her family as a
5 small farm and residence for over 100 years here in Glenn County even before
6 there were recognized townships and tracts of land developed.

7
8 Predatory Loans and unfair business practices across the nation are a concern
9 and should be to our local communities as stated in the Letter from the
10 National Association of Realtors submitted herein by Defendant for court's
11 review. These predatory and unconscionable practices are currently under
12 review of the eyes of the Law in every State in the nation. Exhibit _J_.
13

14 Currently in Glenn County in review less than one month ago, there are at
15 least 183 vacant, foreclosed properties on the market and an unknown number
16 of homes of which have been foreclosed but are not yet ready for market and
17 an undetermined number of homes that are either in foreclosure at this time
18 or very close to entering foreclosure. In a recent visit to the Glenn County
19 Assessor's office it is clear that residents of Glenn County have not been
20 immune to the expeditious claims and illegal means and manners of default and
21 foreclosure processes now underway.

22
23 In current review of the Lenders', Trustees' and Beneficiaries' processes,
24 dates and filings that have been done throughout the time Defendant's
25 property was allegedly first incorporated into a loan and Deed of Trust with
26 the Lender from 03/01/2009 until Deutsche Bank on record shows that property
27 was purchased at a Trustee sale, stating it was present at the Date, Time and
28 Place of said Trustee Sale in the Claim for Unlawful Detainer, several

1 findings of potential fraud documents have appeared, of which several are
2 filed here in the Glenn County Records.

3
4 I feel it necessary to point out my situation and what has transpired since
5 03/01/2007 as it is most likely not an isolated case. I did apply for a home
6 loan on that date. The Lender, of whom represented themselves to be IndyMac,
7 and also witness through the monthly mortgage payments for the First Mortgage
8 due to the fact that IndyMac is whom I applied through and who the payments
9 were made to. The loan amount suggested by the Lender was not sufficient for
10 their intention that a full 100% be loaned as they stated it would only cover
11 80% and there would need to be another Lender to provide an additional 20%.
12 They are professional lenders and I did not understand the workings of
13 mortgages but at the time never felt that I should need question a Lender
14 that was so well known as IndyMac. It appears now that they inflated the
15 appraised value of my little 6 acres with a meek and deteriorating home at a
16 value close to \$300,000. In hindsight we see clearly that even according to
17 the Glenn County Tax records the tax assessed value was less than \$45,000.

18 (exhibit __K__) An appraisal I had done at the time I was waiting for a
19 (supposed) Modification of the loan after my long time fiancé's suffered his
20 first heart attack in Jan. of 2009 and then later died in May, showed a
21 market value of \$140,000. I was led to believe that I should not pay any
22 attention to the Foreclosure notices as the IndyMac representatives of which
23 there were numerous ones, continued to state that the Modification was
24 underway and would stop the foreclosure. I was still negotiating and
25 supplying requested documents to IndyMac for the Modification through October
26 of 2009, clearly past the Foreclosure recorded on 07/15/2009.

27
28 A first scheduled Trustee Sale had been set for 11/09/2009.

1 Serious questions had to be answered but there seemed no one to answer them.
2 When asking for a copy of the original loans on 09/18/2009 I was told by
3 IndyMac that they no longer had them but instead a small german bank had
4 purchased them but they were not able to give me the name or contact
5 information for this "small german bank", however the Modification was still
6 in process.

7
8 After my fiancé's died and I was notified that the property was in
9 foreclosure, and the modification seemed to be dragging on I became
10 physically and emotionally sick. The pressure of not knowing and not having
11 the ability to speak with any loan representative that would give me any
12 answers as to what I would need to protect and preserve my home it became
13 overwhelming. The mental anguish is indescribable when institutions hold
14 your life in their hands and are reluctant to give any information or updates
15 as to the standing of your situation.

16
17 I am requesting that whoever holds "legal" ownership to the note to step
18 forward, produce the original loan and be accountable for what has
19 transpired. In searching through Fidelity National Title Company the loan in
20 question shows the Loan Type as "unknown" (exhibit _L_)

21
22 Document titled NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST.
23 (exhibit __M_) This document states that Regional Service Corporation is
24 either the duly appointed Trustee, the substitute Trustee or acting as agent
25 for the Beneficiary under a Deed of Trust. It is signed by what looks like
26 "marghong" purporting to be an authorized agent for Regional Service
27 Corporation, Trustee By LPS DEFAULT TITLE & CLOSING. Dated 07/14/2009 and has
28 attached a Declaration signed by Emilee Pearce, dated 07/09/2009 that under

1 penalty of perjury that I was contacted by the mortgagee, beneficiary or
2 authorized agent but I had not heard of or had been contacted by any Regional
3 Service Corporation, or One West Bank.

4
5 I can understand the enormous amount of paperwork that is generated by, for
6 and through these lenders but it appears that documents were being signed
7 without the person knowing what they were actually signing. I see how that
8 can happen as it happened to me at my place of employment when I was signing
9 the stacks of papers for the first and second mortgage documents presented by
10 either an IndyMac or American Mortgage Network representative.

11
12 To save Court time and confusion I am submitted 2 attachments, both being
13 notes and questions that need answering for myself and hopefully to help
14 those parties interested understand what has transpired. One now being
15 (exhibit _N_) called: Question: Predatory Lending? And the other (exhibit
16 _O_) called: Unlawful Sale.

17
18 Thank you for your consideration in helping with remedy through the
19 court for this situation. To avoid undue hardship for Defendant it is
20 prayed upon the Court that Defendant's Demurrer to the Complaint is
21 SUSTAINED
22 without leave to amend.

23
24
25 Dated: _____

26
27 Signed: _____

28 Sarina Ann Nelson *In Pro Per*

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