

TitleTracs Report

Prepared for:

Traci Brown

417 East Wickieup

Phoenix, AZ

December 12, 2016

Disclaimer: TitleTracs, Inc. is not a law firm. TITLETRACS researches and investigates possible violations or discrepancies of existing financial and legal documentation that could substantiate the need for legal action, presenting our findings based on our expertise and experience. TitleTracs Reports are for informational purposes only. It is entirely up to the client to decide what to do with the findings information. TITLETRACS utilizes information obtained from several different resources and cannot be held liable or responsible for its accuracy or the outcome of any legal action resulting from information, or the lack thereof, contained in the TitleTracs report. Services are provided for the sole purpose of presenting expertise in the area of finance, securitization, banking, MBS's and PSA's in which activities could result in potentially defective irregularities impacting the client's ability to hold marketable title.

AN INTRODUCTION TO THE TITLETRACS SOLUTION

The TitleTracs Report is the first step to establishing if your title is one of the 100 million titles corrupted by unlawful industry behavior, calling your rightful ownership into question. It is designed to;

- Determine IF the current owner of subject property holds a clear and marketable title;
- Determine if the lender you are paying each month is your true lender;
- Establish IF title meets the requirements for TITLETRACS Certification and listing in the TITLETRACS Registry.

The TitleTracs Report is not designed to take the place of a standard title search and policy. It is designed to complement it by providing awareness and a possible solution the standard title policy will not offer. TitleTracs does NOT rely on the accuracy (or inaccuracy) of what appears in county land records, nor do we take documents at face value, as do the title companies. We scrutinize the actual documents themselves and how they were written as well as other events that may have impacted your title. We search for fraudulent, missing or inaccurate information. We narrow our scope to 3-5+ of the strongest, most irrefutable events that will contribute to the success in an action to quiet title, should one be required.

We provide you with material facts uncovered in our research and our expertise in interpreting them based on years of experience in the title and legal industries. It only takes ONE event within the Chain of Title to cloud every event thereafter, requiring the need to restore title via Court Order. More discrepancies or questionable events may have been found, however, it is in your best interest to present the Court with a clear, concise and irrefutable summation of your claims to assure the highest level of success in quieting title.

If the findings warrant the need to quiet title, it is entirely up to you as to how to proceed or not. It is important to note that a Quiet Title action differs from regular court proceedings in that it is considered a judicial action (preventative adjudication) handled by a presiding judge who will decide the case based on its presented merits and not the weaknesses of Defendants. This differs from regular litigation (remedial adjudication) in that in a **Quiet Title action, ownership of the mortgage must be proven whereas in standard litigation, such as foreclosure defense, only the right to enforce the mortgage is needed.** There are no trials, no juries. This TitleTracs Report also includes all supporting documentation and material evidence supporting the allegations that can be presented to the Court in your action. Certified documents are available upon request an a nominal cost.

We commend you for being proactive in your decision to check your title now, before something turns into a lawsuit in which you must defend your ownership costing thousands of dollars later. There is a chance the issues found could remain dormant. However, mortgage fraud and bad documentation has been proven time and again and is not a problem that will just go away or can be “written around” by a title policy. And the magnitude of the damage is gaining exposure and media attention daily with the release of “The Big Short” and “99 Houses” movies to name just a few. Unknown past owners who experienced an illegal foreclosure are questioning what happened and may consider challenging it long after the fact. And you may not see it coming. TitleTracs is the only PRO-ACTIVE approach to warding off such attacks against your legal ownership.

Your Options

It is important that you consult with a competent, licensed attorney in your state who truly understands the TitleTracs information and strategy and why this specific type of legal action may be preferred. We also suggest keeping the QT action separate from other litigation, if possible, so you still have options should your other litigation not be successful. These types of events are NOT the typical conveyance, lien and encumbrance issues that are covered by a standard title policy. These events did not exist prior to 1999 and were not something taught in law school. Nearly all findings focus on securities, tax and basic, Black-letter contract fraud law and common sense. **MAKE SURE YOU TALK WITH AN ATTORNEY THAT TRULY UNDERSTANDS SECURITIZATION AND MORTGAGE FRAUD and how it applies to the need to quiet title as many do not.**

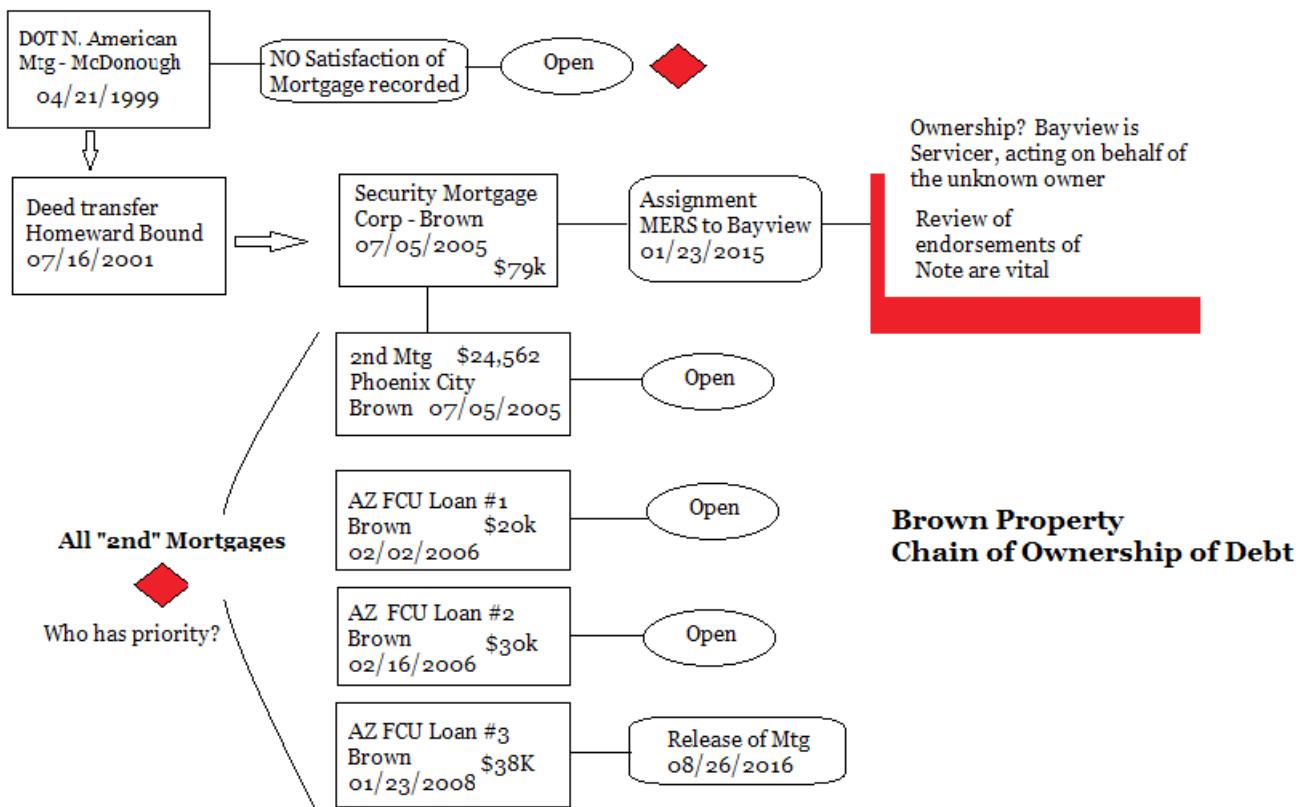
Important To Note.

The ramifications of this TitleTracs Report should be carefully considered when reviewing this information. Should there be suspicion or question to warrant the need to quiet title, your title is most likely unmarketable. Owners cannot legally sell it or insure it and it may not secure payment of the Note. It is quite possibly you could be paying a lender who has no legal right to enforce your Note as your mortgage may have been paid off entirely shortly after you closed, with the real owner of your Note (unknown investors) remaining unknown.

Client(s): Brown, Traci
Property Address: 417 East Wickieup Lane, Phoenix, AZ 85024
County: Maricopa County
Legal Description: Lot 82, Blue Hills, according to Book 46 of Maps, Page 23, records of Maricopa County, Arizona
APN #: 209-11-088

Findings Summary

It is important to note that we will only identify events that affect TITLE to property. It only takes one event to cloud everything thereafter, making clear ownership difficult if not impossible to establish. Following are the events we believe are the most indisputable. As we do everything possible to assure success in a legal action, the final determination lies with the Court.



Part I: The following events occurred prior to the Brown ownership

I. Deed of Trust

Previous Ownership - McDonough

A **Deed of Trust** was written for the previous owner of subject property, Diane G. McDonough on 04/21/1999 with North American Mortgage Company. (Exhibit 1) It is in the amount of \$68,354.

a) On January 7, 2002, North American Mortgage Company was acquired by Washington Mutual, Inc. North American Mortgage Company formerly operated as a subsidiary of Dime Bancorp, Inc. Previously, North American Mortgage Company was engaged in originating, acquiring, selling, and servicing mortgage loans, such as first-lien mortgage loans secured by single family residences. They did not fund them.
(<http://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=324327>)

b) Washington Mutual (WAMU), who acquired North American Mortgage in 2002, was in the habit of selling off its assets almost immediately into securitization. WaMu, the nation's largest savings and loan company, collapsed with \$310 billion of assets in the biggest failure in U.S. banking history. It had packaged billions of dollars of risky mortgages into securities and sold them to institutional investors in the run-up to the crisis. Proper recording of the chain of title was never done. It is unclear what happened to this debt. It quite possibly could be 'owned' by some unknown security somewhere who has no idea they own it so it would never be questioned. Only the servicer of the debt would know as they had to forward payment on to someone. <http://ww2.cfo.com/legal/2016/08/jpmorgan-settles-fdic-wamu-deal/>

c) There is no **Release** of this debt recorded, therefore the debt is unresolved and potentially open to unknown future claims. It is unclear what happened and who actually owns it, therefore clear and marketable title most likely was never obtained by current owner. Once a title has been clouded, good title cannot be conveyed until it is resolved by Court order. Pursuant to [AZ Rev Stat § 33-707 \(2015\)](#) which reads:

B. When a mortgage or deed of trust is satisfied by a release or satisfaction of mortgage or deed of release and reconveyance, except where the record of such deed of trust or mortgage has been destroyed or reduced to microfilm, the recorder shall record the release or satisfaction of the deed of trust or mortgage showing the book and page or recording number where the deed of trust or mortgage is recorded.

II. Sale/Deed Transfer

Previous ownership - McDonough

a) On 07/16/2001, McDonough sold/conveyed subject property to Homeward Bound, a non-profit organization that provides homes to homeless families. (Exhibit 2) <https://homewardboundaz.org>

b) On 07/05/2005, Homeward Bound then sold subject property to current owner, Traci Brown. (Exhibit 3) However, as there is no satisfaction of the previous McDonough mortgage, causing a cloud on title which made Ms Brown's title unmarketable as well as Homeward Bound may have never actually received clear title themselves before selling it to Ms Brown.

Part II: The Brown Ownership

III. Deed of Trust

Written 06/27/2005

a) A Deed of Trust was recorded in Maricopa County on July 5, 2005 with instrument #2005.922066 in the amount of \$79,000 in favor of Security Mortgage Corporation (MERS Member ID # 1002755). (Exhibit 4). Per the AZ Secretary of State, this company was dissolved on 05/18/2011.



Arizona

Corporation Commission

Search Date and Time:
12/13/2016 1:17:47 PM

File Number:
08251820

Corporation Name:
SECURITY MORTGAGE CORPORATION AD-DISSOLVED-FILE ANNUAL REPORT 5/18/2011

- b) A search of the MERS ID # 1002755-0000003369-1 indicates the servicer as Bayview Loan Servicing, LLC. The investor is identified as US Bank as Trustee. It does not identify the full name of the Trust itself.

Select borrower type and enter borrower information to see Investor for MIN 1002755-0000003369-1.

Investor for Individual Borrower

Your entries may be either upper or lower case.

Fields marked ***** are required.

Last Name: *

SSN: - - *

By checking this box, the borrower or borrower's authorized representative is attesting to the fact that he or she is in fact the borrower or borrower's authorized representative for the loan in question. Additionally, borrowers wishing to learn the identity of their loan's investor must confirm their identity by entering their last name or corporation name as well as their SSN or TIN. If this information does not match the information contained in the MERS® System for the borrower of the loan, the investor information will not be displayed. Borrowers should verify the results with their loan servicer. *

Investor for Corporation/Non-Person Entity Borrower

Servicer: [Bayview Loan Servicing, LLC](#)
Coral Gables, FL

Phone: **(305) 341-3695**

Investor: **U.S. Bank as Trustee**

- c) As provided by client, a Mortgage Loan Owner Search Report dated October 4, 2016 and prepared by Full Disclosure, LLC discovered the alleged current owner to be US Bank as Trustee for the Bayview Financial Mortgage Pass-Through Trust 2006-A.

1) However, there are no assignments of Deed of Trust recorded in Maricopa County, AZ to properly effect this transfer. It is unknown if there are any endorsements of the Note.

2) A series of additional assignments should have been be recorded per the Pooling and Servicing Agreement: 1) from the originator to the Sponsor; 2) Sponsor to the Depositor; 3) Depositor to the Trust. A Trust can only accept a loan from the Depositor, Bayview Financial Securities Company, LLC. who must certify and accept payment. It cannot come from a servicer, MERS, a sponsor or an originator. Per the Pooling and Servicing Agreement which reads:

WHEREAS, the Depositor will acquire certain mortgage loans identified on Schedule I hereto (the "Mortgage Loans") pursuant to an assignment agreement dated as of January 1, 2006, by and between Bayview Financial Property Trust II, as assignor, and the Depositor, as assignee;

d) As this did not occur, the Trust most likely did not receive this loan. As the Note has not been provided (recording of a Note is not necessary) review of any endorsements is not possible. It is unknown if client did the Qualified Written Response or if so, if they complied.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported)
April 7, 2006

Bayview Financial Mortgage Pass-Through Trust 2006-B
(Issuing Entity)

Bayview Financial Securities Company, LLC
(Exact Name of Depositor as Specified in its Charter)

Bayview Financial, L.P.
(Exact Name of Sponsor as Specified in its Charter)

Bayview Financial Securities Company, LLC
(Exact Name of Registrant as Specified in its Charter)

<u>Delaware</u> (State or Other Jurisdiction Of Incorporation)	<u>333-122059</u> (Commission File Number)	<u>56-2336517</u> (I.R.S. Employer Identification No.)
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e) The Arizona's Secretary of State shows no listing for Bayview Loan Serving, LLC as registered to do business within the state, active or inactive. <https://www.azsos.gov/business>. Per Bloomberg, Bayview "has operations in Dallas, Texas; Coral Gables, Florida; and Troy, Michigan." Not in Arizona.
<http://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=20685923>

f) The Trustee on subject document is identified as Security Title. There is also no such company registered with the Arizona Secretary of State. <https://www.azsos.gov/business>

g) The form used for this Deed of Trust is a Fannie Mae/Freddie Mac uniform instrument which leads one to believe they may have underwritten the loan.

1) If this loan was done properly in accordance with the Fannie Mae Trust Indenture and Custodial Agreement or the similar Freddie Mac documents, Fannie/Freddie would have taken legal title to this loan in 2005 and would have in its possession the original note and fully executed assignment of mortgage dated sometime in 2005, the loan origination date and prior to the MBS Issue Date. As it is unknown what trust this loan may have really gone into, a potential cloud of title results as ownership is in question.

<http://butlerlibertylaw.com/final-word-foreclosure-fraud/>

h) The Notary acknowledgment alleges the client signed on June 30, 2005, although the mortgage states clearly it is written on June 27, 2005. This may not be a problem if the documents were printed days prior to closing in preparation, however, the acknowledgment also does not specifically or clearly state what "foregoing instrument" was

signed, thereby posing the possibility that this page could have been added at a different time, which has been proven to have occurred with various documents around the country.

i) There is no recorded Release of this mortgage as per [AZ Rev Stat § 33-707 \(2015\)](#). As such, this leaves this debt in an unknown status (paid/not paid) with a potential to be challenged at any time by an unknown entity which is a potential cloud on title.

IV. DEED OF TRUST

Recorded 07/05/05

A 2nd Deed of Trust was recorded in Maricopa County on July 5, 2005 with instrument #2005.922067 that included a Rider to the Note and Mortgage in the amount of \$24,562 in favor of City of Phoenix/Housing Department. (Exhibit 5) This loan appears to still be open and would fall in 2nd priority position by date.

a) The Notary acknowledgment on either document does not specifically or clearly state what Ms. Brown and Mr. Gonzalez, Director of the Housing Department are signing.

b) The Director is purported to have signed it on June 29, 2005 by one Notary. The client is purported to have signed it on June 30, 2005 by a different Notary. This calls into question when these documents may have been signed, as they are alleging to have been signed on different days. It is unclear why the Rider would not be signed at closing on the 30th.

c) There is no recorded Release of this mortgage as per [AZ Rev Stat § 33-707 \(2015\)](#). As such this leaves this debt in an unknown status (paid/not paid) with a potential to be challenged at any time which is a potential cloud on title.

V. Second Mortgage Deed of Trust #1

Recorded 02/02/06

A Second Mortgage Deed of Trust was recorded in Maricopa County on February 02, 2006 with instrument #2006.157982 in favor of Arizona Federal Credit Union in the amount of \$20,000. (Exhibit 6) This loan appears to still be open and would fall in 3rd priority position by date.

1) The document states “Second Mortgage Deed of Trust” although there is already one prior 2nd loan secured by the said real property. There are no recorded satisfactions of prior liens to allow this document to be a “2nd” mortgage.

2) At the bottom of the Official Stamp of the Clerk's office it states “11 of 37”. Further investigation of the rest of this document may be required.

VI. Second Mortgage Deed of Trust #2

Recorded 02/16/06

Another “Second Mortgage Deed of Trust” was recorded in Maricopa County on February 16, 2006 with instrument #2006.222806 in favor of Arizona Federal Credit Union in the amount of \$30,000. (Exhibit 7) This loan appears to still be open and would appear to be in 4th priority position by date.

1) The document states “Second Mortgage Deed of Trust” although there are two (2) prior 2nd loans secured by the said real property. There are no recorded satisfactions of prior liens to allow this document to be a “2nd” mortgage.

2) At the bottom of the Official Stamp of the Clerk's office it states “7 of 8”. Further investigation of the rest of this document is advised.

VII. Second Mortgage Deed of Trust #3

Recorded 01/23/08

Another "Second Mortgage Deed of Trust" was recorded in Maricopa County on January 23, 2008 with instrument #2006.59698 in favor of Arizona Federal Credit Union in the amount of \$38,000. (Exhibit 8) This loan appears to still be open and would appear to be in 5th priority position by date.

1) The document states "Second Mortgage Deed of Trust" although there are three (3) prior 2nd loans secured by the said real property. There are no recorded satisfactions of prior liens to allow this document to be a "2nd" mortgage.

2) At the bottom of the Official Stamp of the Clerk's office it states "11 of 65". Further investigation of the rest of this document may be needed.

3) A recorded Release filed in county land record on 08/26/2016. (Exhibit 9)

IIX. Corporate Assignment of Deed of Trust

Recorded 01/23/15

A Corporate Assignment of Deed of Trust was recorded in Maricopa County on January 23, 2015 from MERS as Nominee for Security Mortgage Corporation to Bayview Loan Servicing, LLC. (Exhibit 10)

1) A search of the MERS database for MIN #100275500000033691 reveals Bayview Loan Servicing, LLC is servicer to the DOT. As such, ownership is unclear – Fannie/Freddie or US Bank as Trustee for some unknown Trust. Either way, there is no clear chain of assignment or true identity of the investor to either entity and a potential cloud on title.

2) Bayview Loan Servicing, LLC is not, nor has ever been licensed to do business in the State of Arizona.

3) Robert G. Hall signed this Assignment as Assistant Secretary for MERS as nominee for Security Mortgage Corp. Mr. Hall, in his self-posted LinkedIn profile, is a Vice President at Bayview Financial, parent company to Bayview Loan Servicing LLC in Florida. <https://www.linkedin.com/in/robert-hall-011bb57> As there appears to be no Corporate Resolution showing authority to sign this document as per the MERS handbook, it remains questionable if it is a valid transfer. The following paragraph is taken from the MERS AGREEMENT FOR SIGNING AUTHORITY form:

3. The parties acknowledge that Mortgage Electronic Registration Systems, Inc. may be the mortgagee of record on Member's mortgages. Therefore, in order for Vendor to perform its contractual duties to Member, MERS, by corporate resolution, will grant employees of Vendor the limited authority to act on behalf of MERS to perform certain duties. Such authority is set forth in the Resolution, which is made a part of this Agreement.

a) As Security Mortgage Corporation was dissolved on 5/18/2011, authorization initiating the transfer as owner of the debt could not be done.

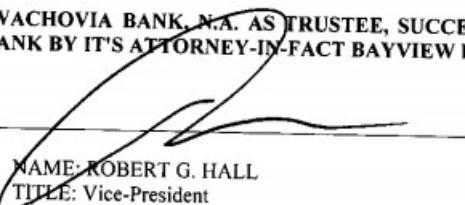
b) Different versions of Mr. Hall's signature exist on documents outside of this Chain of Title that are clearly not written by the same person. This suggests robo-signing and possible forgery, that legal presumptions involving the alleged facial validity of this instrument may not apply causing a potential cloud on title as no reconveyance legally occurred.

c) Following are two samples of allegedly the same person's signature. As such, it is unclear which is the true signature, if any. The common denominator to each document is Bayview.

Client's document

SECURITY MORTGAGE CORPORATION
On 1/23/15
By: 
ROBERT G. HALL, Assistant
Secretary

Unrelated document

GNOR: WACHOVIA BANK, N.A. AS TRUSTEE, SUCCESSOR BANK BY ITS ATTORNEY-IN-FACT BAYVIEW L
By: 
NAME: ROBERT G. HALL
TITLE: Vice-President

Summary

IT IS OUR OPINION EVIDENCE EXISTS THAT CALLS THIS CHAIN OF TITLE INTO QUESTION.

We believe there to be questionable events within the Chain of Title that may have rendered title unmarketable. It is our opinion that a clear chain of recorded ownership did not occur. It is unknown if client was able to retrieve any original Notes via QWR. These documents could shed more light on ownership, however, due to the parties involved in each transaction, ownership may be forever unknown as the supporting chain of title is not complete.

It is important that all questions are resolved and title is accurate and in properly recorded, legal order to enjoy the full benefits and rights afforded property ownership without fear of possible repercussions at any time in the future. It is also vital that the County land record for this property are made accurate as so many important decisions rely on this information.

Please note this property will not be eligible for TITLETRACS Certification until resolved.

TITLETRACS is happy to assist you or your attorney in any way with additional supporting documentation and recent case law that may be needed to support our findings. Should any questions arise, please don't hesitate to contact an attorney or email us at info@titletracs.com.