

For All Quiet Title Lawsuit Defendants

U.S. GOVERNMENT

Scott Bessent Secretary of the Treasury. False Statement – The Investor.gov U.S. Securities and Exchange Commission (SEC) Mortgage-Backed Securities and Collateralized Mortgage Obligations reads in part: “Mortgage-backed securities (MBS) are debt obligations that represent claims to the cash flows from pools of mortgage loans, most commonly on residential property. Mortgage loans are purchased from banks, mortgage companies, and other originators and then assembled into pools by a governmental, quasi-governmental, or private entity. The entity then issues securities that represent claims on the principal and interest payments made by borrowers on the loans in the pool, a process known as securitization. Most mortgage-backed securities are issued by the Government National Mortgage Association (Ginnie Mae), a U.S. government agency, or the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac), U.S. government-sponsored enterprises. Ginnie Mae, backed by the full faith and credit of the U.S. government, guarantees that investors receive timely payments. Fannie Mae and Freddie Mac also provide certain guarantees and, while not backed by the full faith and credit of the U.S. government, have special authority to borrow from the U.S. Treasury. The most basic types are pass-through participation certificates, which entitle the holder to a pro-rata share of all principal and interest payments made on the pool of mortgage loans. More complicated mortgage-backed securities, known as collateralized mortgage obligations (CMOs) or real estate mortgage investment conduits (REMICs), consist of multiple classes of securities designed to appeal to investors with different investment objectives and risk tolerances.”

The REMIC “Certificates” are not mortgage-backed (in fact they are nothing-backed). In addition, there is no pass-through legal obligation to pass payments from homeowners to investors. Instead, certificates are an unsecured discretionary IOU from an investment bank – i.e., “REMIC” certificates are securities that are not exempt from registration requirements and should be regulated by the SEC. The problems with the so-called REMIC Trusts are many: There is no real estate. There is no mortgage. There is no investment. And nothing flows through the REMICs as a conduit. The beneficiaries are not the investors who bought the worthless certificates. The underwriters and beneficiaries are both the same entity; the investment bank book runner. And the named “trustee” neither knows of nor manages any assets. So much for the Real Estate Mortgage Investment Conduit. Ever since the 2008 implosion that was created by the TBTF banks, investors have awakened to the fact that the mortgage bonds in their retirement and pension portfolios (fixed income sector) are worthless. They are worthless because they were issued by a non-existent REMIC Trust that has never been activated by the receipt of cash from the sale of those securities. So the Trusts were unable to fulfill their one basic function – acquisition of high-grade mortgages. Instead the money was used to originate mortgages without the use of the Trust as a Real Estate Mortgage Investment Conduit (REMIC). And the mortgages that were originated were mostly fatally flawed in their underwriting and fatally flawed in their execution. With the fraud exposed, the banks negotiated with investors who still don’t want to tell their pensioners or investors that there isn’t enough money in the fund to pay for the retirement benefits that were promised. In some cases, they offered cash payouts, but those were

limited to a mere fraction of the money that was taken by the banks in Wall Street's false "Securitization Scheme". So by late 2008, the standard operating procedure was to offer the investors a replacement for their worthless mortgage-backed (REMIC Trusts on paper) that issue new mortgage bonds. The investors give up their claims to the worthless mortgage-backed securities. So, the investors in the original REMIC are no longer investors in that REMIC. They are investors in a new REMIC. Both the old REMIC and the new REMIC are fictional entities that are proprietary to the investment bank that created the illusion of their existence. The legal question is the status of the mortgages that were allegedly purchased by the old REMIC. There is no evidence in any RE-REMIC deal that there was even the pretense of transferring those over to the new REMIC. But there is also zero evidence that any REMIC, old or new, has actually entered into a purchase transaction where it paid any amount of money for any pool of mortgage loans.

The Internal Revenue Service (IRS) issued Revenue Procedure 2021-12 on January 14, extending the safe harbors in Revenue Procedures 2020-26 and 2020-34 to September 30, 2021. For mortgage loans already held by an existing REMIC, such forbearances and related modifications of such mortgage loans: (i) will not be treated as resulting in a newly issued mortgage loan for purposes of the REMIC rules, and so on ... And here is the point which highlights the IRS struggles with REMIC Relief – always wrong and never in doubt. The problem is not whether REMIC trusts, trustees, and beneficiaries should be given extensions of reporting and other relief on the cash flow generated or delayed through REMICs. The problem is that there is no cash flow through REMIC Trusts. There is no real estate. There is no mortgage. There is no investment. And nothing flows through the REMICs as a conduit. The beneficiaries are not the investors who bought the worthless certificates. The underwriters and beneficiaries are both the same entity: the investment bank book runner. And the named "trustee" neither knows of nor manages any assets. So much for the Real Estate Mortgage Investment Conduit. There is nothing to extend except the illusion that these REMICs exist.

William Pulte Chairman of the Board for both Fannie Mae and Freddie Mac. Pulte will automatically represent the "Fannie Mae Conservator" in accordance with 12 U.S.C. 4617. Fannie Mae continually violates the Fifth Amendment to the United States Constitution that says to the federal government that no one shall be "deprived of life, liberty or property without due process of law". Nobody in any U.S. jurisdiction has the legal right to seek a foreclosure judgment or to use the power of sale in non-judicial foreclosure UNLESS they have purchased the underlying obligation for value (money). The clear and undisputed assumption is that in order for an asset (e.g., an unpaid loan receivable account on a claimant's ledger) to be securitized, it had to meet a single condition precedent – sale of the asset. And the sale of the asset meant someone paid for it, and the receiver of payment sold the asset because they owned it. No sale had ever occurred. And that meant that all the paperwork that was generated after the "closing" of the so-called "mortgage loan" transaction was fabricated, containing false recitals, and forged.

Bill Beckmann President & Chief Executive Officer of MERS CORP Holdings. MERS CORP Holdings, Inc. is the national electronic loan registry for the mortgage industry, celebrating digital transformation with over 2 million eNotes registered. The company offers educational series on eNotes as well as resources like the MERS ServicerID tool for homeowners. They

provide membership opportunities for originators, servicers, lenders, and brokers within the mortgage sector. MERSCORP Holdings was acquired by Intercontinental Exchange. (This entity also owns the NYSE)

Here are six points:

- 1) A promissory note that is created in paper form, and signed on the paper note itself, can never become an electronic note. A note that is created and signed in electronic form can never be converted into a paper note such that the laws applicable to paper notes will apply to it. Article 3 of the Uniform Commercial Code (UCC) controls the enforcement of paper notes that are negotiable. A negotiable note signed as part of a mortgage loan remains a negotiable note for so long as it remains unpaid and in existence. If the “Note” is not a negotiable instrument, then enforcement can only be achieved by pleading and proving the facts needed to enforce without the benefit of LEGAL PRESUMPTION that each State adopted as a statute when the UCC was made law. MERS is always a naked nominee possessed with no powers, rights or obligations and possessed with no rights, title or interests in any loans originated or acquired by third parties; however, the courts have held that if a new party had paid for the debt, then it may instruct MERS to execute an assignment even if the original principal no longer exists. But this never happens because no party even pays value (money) for the debt. MERS is absolutely nothing.
- 2) Direct from the MERS Website: They admit that they name people to sign documents in the name of MERS. Often, these are title company employees or others that have no knowledge of the actual loan (in most cases the loan doesn’t even exist) and whether it is in default or not. Even worse, MERS admits that they are not the true beneficiary of the loan. In fact, it is likely that MERS has no knowledge of the true beneficiary of the loan for whom they are representing in an “Agency” relationship. They admit to this when they say “Your title company or MERS officer can easily determine the true beneficiary.” The courts shouldn’t be accepting MERS as a Nominee or Agent of the “Lenders”. The “beneficiary” term is erroneous. Even MERS states it is not a “beneficiary”. If so, then MERS cannot assign deeds of trust or mortgages to third parties legally.
- 3) No person in MERS actually performs any action in connection with loans and no officer or employee of MERS did perform any banking activity in relation to any loan. MERS is a passive database for which access is freely given to anyone who wants to make an entry, regardless of the truth or falsity of that entry. It is a platform where the person accessing the MERS “Information Technology” system appoints themselves as “Assistant Secretary” or some other false status in relationship to MERS. MERS is not, as its proponents claim, a device for eliminating the recording charges on legitimate purchases and sales of mortgage loans. Instead, MERS is a “layering” device (a Wall Street term) for creating the illusion of such transfers even though no transactions actually took place. MERS never claims any right, title or beneficial interest in any debt, note or mortgage.

- 4) The MERS MEMBERSHIP INFORMATION document that reveals the Index to Securitization and Investors provides clear and convincing evidence that the allegation that MERS is authorized or even a nominal beneficiary is completely false.
- 5) The Rockingham County Registry of Deeds is accepting any MERS signature as a duly authorized MERS signature, when in truth there are no duly authorized MERS officers. The Rockingham County Registry records documents that present MERS as the mortgagee of record, as nominee, assignee, or otherwise without establishing that the document was executed by a duly authorized officer of MERS – an impossibility because there are no duly authorized officers in MERS. This illegal and fraudulent policy conflicts with the NEW HAMPSHIRE BAR ASSOCIATION TITLE EXAMINATION STANDARDS – Adopted by The New Hampshire Association Board of Governors. Of particular interest is 6-9 MERS Mortgages. When MERS (Mortgage Electronic Registration System, Inc.) is the mortgagee of record, as nominee, assignee, or otherwise, any assignment, foreclosure document, or discharge shall be executed by a duly authorized officer of MERS. See www.mersinc.org. No person in MERS actually performs any action in connection with loans and no officer or employee of MERS did perform any banking activity in relation to any loan. Reference BK 4783 PG 1145 MERS DISCH.
- 6) The Rockingham County Registry of Deeds Office violates these two New Hampshire “County Recorder Duties”:
 - A) As the keeper of official public records, the Registry staff is charged with assuring that only properly executed documents that comply with state AND recording statutes get recorded, for example, the Registry should not record any documents associated with a foreign corporation or business trust UNLESS the corporation or trust has complied with the Secretary of State’s “Registration Rules”, nor any document associated with MERS, an entity that has no “duly authorized officers” OR the ability to transfer anything of value.
 - B) As the public agency charged with assuring continuity of title so that confidence is maintained in the marketplace, they also have a common law duty to assure that the recording system is not being used or WEAPONIZED for illegal purposes. This fraud provides clear and convincing evidence that the Rockingham County Registry of Deeds recording system is in fact being WEAPONIZED for illegal purposes by recording documents related to so-called mortgage loans secured by dwellings located in the State of New Hampshire.

Paul Atkins SEC Chair. The SEC is used by Wall Street brokers to deceive the courts, the public and the legal community. The agency has not undertaken any analysis of the supposedly exempt MBS certificates. Such certificates are only exempt if they are in fact mortgage-backed pass-through certificates that allow payments from the homeowners to flow to investors who bought them. Instead, certificates are an unsecured discretionary IOU from an investment bank – i.e., “REMIC” certificates are securities that are not exempt from registration requirements and should be regulated by the SEC. No trust is regulated by the SEC. No reporting is required of any

trust. BUT by filing a prospectus, the investment bank gains access to the SEC.gov site. So they upload documents and then download the very same documents so they can display the sec.gov in the header. They then falsely argue for judicial notice of a government document. No document is a government document unless it is created by the government. In 1998 the regulations were rolled back on the certificates sold to investors in which, by law, the certificates were categorized as private contracts and expressly asserted to be excluded from the category of securities and issuers that were regulated. In short, there are no securities, trusts, or government documents in any securitization infrastructure. This practice has been utilized to present false self-serving documents that are treated as facially valid, authentic representations of transactions that in fact have never occurred nor were they ever intended to occur. In fact, the REMIC trust name is only a label used by the investment bank to issue discretionary unsecured promises to pay by investment banks. The failure of the SEC to properly regulate and investigate this has resulted in a near-universal and erroneous consensus that the 2008 Recession was caused by risky behavior instead of illegal behavior. The SEC is contributing to a myth that the transactions with homeowners were loans, that an underlying obligation was created, and that the underlying obligation was sold in pieces to investors who receive the proceeds of scheduled payments from homeowners and from foreclosures. In most cases, this is patently untrue, as shown in thousands of court cases. No “loan” was sold to anyone, much less to investors who owned shares of loans. Securitization is the process of breaking up an asset and selling it in pieces to investors who purchase the asset for value and exchange for ownership of a pro-rata share. No such sale occurs in the securitization of consumer debt and in particular transactions with homeowners. Therefore, all claims regarding the existence, ownership, or authority to enforce promises made by the homeowner are false if they rely upon the illusion that a debt has been securitized. The SEC has not enforced SEC regulations against the brokers who issued “certificates” because, it is said that the mortgage-backed securities (“MBS”) certificates under the 1998-1999 legislation are private contracts and should not be treated as securities. The reason for that was that there was a public policy in place that made it a priority to make loan money more available to the average consumer and the diversification of risk would provide a vehicle for accomplishing that objective. And that is the reason that Bush and Obama both were told that what Wall Street brokers had done was not illegal. However, the problem with that is that it was the legislation that was taken as an accurate description of what happened next. It wasn’t accurate and was never meant to describe future events.

FIRST, the certificates were not mortgage-backed and thus the public policy reason for the legislation was completely defeated.

SECOND, the vehicle did not diversify risk, it eliminated it – leaving “borrowers” twisting in the wind without a lender, loan receivable account, debt, or anyone with authority with whom they could communicate. Pretender lenders had only one incentive --- get the homeowner to sign. These non-lender lenders were paid a fee regardless of scheduled payments being made or not. “Underwriters” similarly had only one incentive --- get the homeowner to sign. That is what enabled them to sell layers upon layers of passive income securities on an almost infinite basis -- - without allowing the investors and the homeowners (the only two real parties in interest) --- to participate in any way.

Priscilla Almodovar Fannie Mae's President & CEO. Fannie Mae states that "Single-Family and Multifamily businesses acquire mortgage loans for inclusion in Mortgage-Backed Securities (MBS). Such MBS are secured by a beneficial ownership interest in either a single mortgage loan or a pool of mortgage loans secured by residential properties and are guaranteed as to timely payment of principal and interest by Fannie Mae." Fannie Mae does not have any beneficial ownership interest in any residential property. The "assignment" to Federal National Mortgage Association, POB 650043, Dallas TX 75265-0043 was directed by and in accordance with the Fannie Mae Servicing Guide Section 202.06 that presents a fun little workaround for chains of assignments. "The servicer may execute legal documents related to payoffs, foreclosures, releases of liability, releases of security, mortgage loan modifications. (Due to their lack of beneficial interest in the titles, the criminal financial institutions should not be allowed to simply put their names on titles through modifications as a means of clearing title). The debt exists only if someone maintains a current ledger entry on their own books of record that shows they paid value (money) for the underlying obligation, along with having supporting documentation – proof of payment. If they didn't pay value, then they don't own it – under both accounting rules (GAAP) and the laws of every U.S. jurisdiction), subordinations, assignments, and conveyances for any mortgage loan for which it (or the Mortgage Electronic Registration System, or MERS) is the owner of record. When an instrument or record relating to a single-family property requires the use of an address for Fannie Mae, including assignments of mortgage loans, foreclosure deeds, REO deeds, and lien releases, the following address must be used: "Fannie Mae or FNMA, P.O. Box 650043, Dallas, TX 75265-0043" (<http://visulate.com/property/62569>). The Fannie Mae Servicing Guide also stated: "If recordation of the assignment of the mortgage or deed of trust to Fannie Mae is the selected option, the assignment should not be recorded any earlier than is required by the state's foreclosure procedures because of the possibility that the mortgage loan may be reinstated before the foreclosure sale." The facts describe a "decoy assignment", a Fannie Mae scheme to avoid stamp taxes that left many foreclosures subject to challenge. FNMA's own service guidelines provides that when Fannie Mae became the holder of a note and mortgage, pursuant to Fannie Mae's guidelines, the originator would immediately execute an assignment of the mortgage and note to Fannie Mae. This assignment would be placed in the collateral file held by the custodian. No reference to this assignment would be made at the Registry of Deeds. Instead an assignment of the note and mortgage to the servicer would be recorded (which actually conveyed nothing). Later, if the servicer were to transfer all of its rights in the mortgage to another financial entity (the Assignee), that the grantee financial institution would receive nothing. If the servicer had no beneficial interest in the note and mortgage due to the note and mortgage having already been assigned to Fannie Mae, the servicer would be transferring nothing to the Assignee in the subsequent assignment.

FannieMae admits involvement in foreclosures to the U.S. Court Appeals First Circuit in Rule 28(j) letter: Maria R. Hamilton Clerk of Court U.S. Court of Appeals for the First Circuit John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2500 Boston, Massachusetts 02210 Re: Response to Rule 28(j) Notice of Supplemental Authority dated 5/5/23 Dear Madam Clerk: Defendant-Appellee Fannie Mac respectfully responds to Plaintiff-Appellant May 5, 2023 Rule 28(j) letter purporting to notify the Court of contracts involving Fannie Mae and the U.S. Department of the Treasury ("Treasury"). Letter. At I. ... inaccurately describes the publicly available contracts as "secrecy agreements," yet concedes they are "available on the [Treasury]

website.” “Rule 28(j) permits a party to bring new authorities to the attention of the court; use entire verbiage of the letter enclosed with the 32 MDJs.

FHFA Acting Inspector General John “Joe” Allen. The plaintiff was provided false information on April 25, 2017 that used the verbiage: “Fannie Mae’s records indicate it was the investor in the Plaintiff’s loan” (CCO Mortgage Corporation’s #19085968 that was table funded by RBS Citizens, N.A.), which seems to be fraudulently substantiated by the Fannie Mae Mortgage Fraud Team’s statement on November 2012 that the Plaintiff’s CCO #19085968 loan was purchased in 2007 by Fannie Mae and securitized into a Fannie Mae MBS Trust. The FHFA-OIG FOIA response to the Plaintiff’s CCO #19085968 inquiry indicated that the last payment on the CCO #19085968 transaction was April 2009 – however the CCO Mortgage’s NOTICE OF DEFAULT document fabricated in July 2009 and backdated to “December 8, 2008” indicated that the last payment on the CCO #19085968 transaction was October 2009. The FOIA response also indicated that the subject property was sold at public auction on October 2, 2009 (the sham “Public Auction” held by Harmon Law without any substantiating documentation). The OIG refused to provide copies of CCO Mortgage’s claim submissions on the subject property because they were currently under law enforcement review.

Rodney E. Hood Acting Comptroller of the Currency (OCC). The OCC presents false information: “Asset securitization is the structured process whereby interests in loans and other receivables are packaged, underwritten, and sold in the form of “asset-backed” securities. To insulate itself from the scrutiny that would reveal the egregious fraud the Bank of America brought in a banking conspirator (The Bank of New York Mellon) to assist it with perpetuating its elaborate frauds on borrower. The Bank of New York also has been heavily fined for fraudulent practices and is actively participating in the fraudulent transactions of so-called loans that do not belong to Bank of America. They make it appear that such a loan was sold by Bank of America to The Bank of New York Mellon, As Trustee for the fictitious CWHEQ Series 2007-C Trust, then Bank of New York Mellon completes a foreclosure on a borrower who has been completely victimized by the process. In every situation, the borrower is kept in the dark as to the true owner of his so-called “mortgage loan”, which is certainly not Bank of New York Mellon. For an outlandish fee, Bank of New York Mellon is allowing their name to be used as Trustees but they know full well that they are probably going to be exposed to substantial liability for renting out their name for use in illegal collections and foreclosures. The documents do everything possible to protect those banks who subject themselves to liability. Bank of America used their invalid “Licensing Agreement” to present the names Bank of New York Mellon, Bank of New York Mellon f/k/a The Bank of New York, As Trustee for CWHEQ Revolving Home Equity Loan Trust, Series 2007-C of 1 Wall Street, New York, NY 10005, a corporation AND Citibank, N.A. named as plaintiffs in this fraud when those parties had no right, title or beneficial interest in the subject property. Since that is an agreement to violate the law, the authorization is a legal nullity. Both banks entered the fraud agreement to violate the law, the authorization is a legal nullity. Both banks entered the fraud not as banks or even trustees; but as participants in a civil conspiracy. This demonstrates the MO of the national banks – collecting royalties for use of their names posing as trustees of non-existent REMIC Trust accounts with non-existing unpaid loan receivable accounts. And apparently the OCC either condones the fraud or looks the other way to the detriment of the nation. (See HOOD for e-file of documents).

WALL STREET

Bank of America Corporation. Brian Moynihan, CEO. Suffice it to say that despite some fabricated documents to the contrary, there appears to be no evidence that any loan receivable was transferred to or from a REMIC asset pool. With the presumption of a funded loan in existence, the bank could pretty much get away with saying anything they wanted about the ownership, the identity of the creditor and the ability to make a credit bid at the auction of a property that should never have been foreclosed in the first instance – and certainly not by these people. But if you dig just a little bit deeper you will see that the banks are representing to the regulatory authorities that they own the bonds (not true because the bonds were created and issued to specific investors who bought them); thus they include the bonds as significant items on their balance sheet which allows them to be called mega banks or too big to fail when in fact they have a tiny fraction of the reserve requirements of the Federal Reserve which follows the Basel accords. In the courtrooms you find the same banks claiming ownership of the loan receivable, which was created when the funding occurred at the “closing” of the loan. They know they are taking inconsistent positions but most judges lack the sophistication to pinpoint the inconsistency. And that is how 5 million people lost their homes. On the one hand the banks are claiming there was no fraud in the issuance of mortgage-backed bonds by a REMIC asset pool formed as a trust. In fact, they say the loans were transferred into the REMIC asset pool. Which means that ownership of the mortgage bonds is ownership of the loans – at least that is what the paperwork shows that was used to sell pension funds on buying these worthless bogus bonds. Then they turn around and come to court as the “holder” and get a foreclosure sale in which the bank submits the credit bid and buys the property without spending one dime. What they have done is, in lay terms, offered the debt to pay for the property. But the debt, according to the same people is owned by the investors or the REMIC trust, not the banks. Then they turn to the insurers and counterparties on credit default swaps, and the Federal Reserve that is buying these bonds and they say that the banks own the bonds, have an insurable interest, and should receive the proceeds of payments instead of the investors who actually put up the money. And then they say in court that the account receivable is unpaid, there is a default, and therefore the home should be foreclosed. What they have done is create a chaotic complex of lies and turn it into an illusion that changes colors and density depending upon whom the banks are talking with. There is no default on the account receivable if the account was paid, regardless of who paid it – as long as it was really paid to either the owner of the loan receivable or the authorized agent of the owner (i.e., the investor/lender). And so it is paid. And if paid, there can be no action on the note because the loan receivable has been satisfied. There can be no action on the mortgage because it was never a perfected lien and because the loan receivable was extinguished by PAYMENT. You can't use the mortgage to enforce the note which is evidence for enforcement of a debt when the debt no longer exists. At the heart of claims of securitization is a data point that cannot be confirmed or corroborated, to wit: An unpaid loan receivable account owed to a specifically identified creditor who makes decisions regarding collection, enforcement, and workouts. That account and that creditor do not exist in anyone's world unless they are admitted in a court action. (See BOA e-file for documents)

Bank of New York Mellon. Robin Vince, CEO. To insulate itself from the scrutiny that would reveal the egregious fraud the Bank of America brought in a banking conspirator (The Bank of

New York Mellon) to assist it with perpetuating its elaborate frauds on borrowers. The Bank of New York Mellon also has been heavily fined for fraudulent practices and is actively participating in the fraudulent transfers of so-called loans that do not belong to Bank of America. They make it appear that such a loan was sold by Bank of America to The Bank of New York Mellon, As Trustee for the fictitious CWHEQ Series 2007-C Trust, then Bank of New York Mellon completes a foreclosure on a borrower who has been completely victimized by the process. In every situation, the borrower is kept in the dark as to the true owner of his so-called “mortgage loan”, which is certainly not Bank of New York Mellon. For an outlandish fee, Bank of New York Mellon is allowing their name to be used as Trustees but they know full well that they are probably going to be exposed to substantial liability for renting out their name for use in illegal collections and foreclosures. The documents do everything possible to protect those banks who subject themselves to liability.

Citizens Financial Group, Inc. Bruce Van Saun Chairman and CEO. (See CFG e-file for documents)

Nationwide Title Clearing, Inc. John Hillman, CEO, Rob Clements Chairman and CEO of Covius Holdings, Danielle Kennedy and Erika Lynn Lance. (See NTC e-file for documents).

Financial Guaranty Insurance Company. Timothy S. Travers, CEO. CWHEQ Revolving Home Equity Loan Trust, Series 2007-C Report of Independent Registered Public Accounting Firm reads in part: “In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of the company at December 31, 2007 and 2006, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2007 in conformity with U.S. generally accepted accounting principles.” The fake REMIC Trusts, specifically, the CWHEQ Revolving Home Equity Loan Trust, Series 2007-C, was never funded and never had a bank account or even any financial statement, because there was nothing to put on the financial statement – there was no business – even for the 90 days in which the REMIC could have acquired mortgage loans, if only they had the money. The trust never made any purchase of any of the loans not because it didn’t want to but because it was never intended to make that purchase. THAT is why the exhibit with the Mortgage Loan Schedule (MLS) is missing on virtually all Pooling and Servicing Agreements. Like the magical assignments, endorsements and powers of attorney that pop up shortly before trial, the Mortgage Loan Schedule is not created until long after the so-called REMIC Trust was partially created on paper. This is GAAP perjury.

STATE OF NEW HAMPSHIRE

Rockingham County Registry of Deeds – Cathy Ann Stacey, Register of Deeds and Jodie Greer, Computer Optical Tech. The sole purpose of Stacey’s illegal and corrupt process (redacting four fraudulently recorded land records, the recordation of the newly fabricated land record to replace one of the redacted land records and delaying the recording of a true and accurate lis pendens document via a simulated court process (Greer – which demonstrates the true “Chain of Title” for the subject property: Lot #1, not CALLAGHAN’S false Lot #3, LANDRY, WESTBROOK (Adeline R. Westbrook only, no Kenneth T. Westbrook) – SYKES). The Rockingham County Registry of Deeds is fraudulently and unlawfully recording so-called “mortgage loans” secured

by dwellings located in the State of New Hampshire. The transactions that the homeowners signed were not mortgage loans. If there is no lender, creditor or loan receivable account in any ledger, there cannot be a loan that is recognized in our legal system, nor should there be. The mortgage lien is designed to protect from financial loss – not to promote financial GAIN. (See STACEY e-file of documents).

New Hampshire Insurance Department – Fraud Investigator Brendhan Harris and Director Douglas Bartlett refused to open an investigation into title insurance fraud as indicated on the Sweeney & Sweeney fraudulently prepared Bank of New York Mellon HUD-1 Settlement Statement at HUD/Line 1101 Title services and lender’s title insurance \$763.75 and HUD/Line 1103 Owner’s title insurance (Radie-Coffin, Callaghan & Mindlin PC) \$735.00 with the Good Faith Estimate for HUD/Line 1101 reading GFE \$1,893.75 and the HUD-1 \$763.75 and the Good Faith Estimate for HUD/Line 1103 reading GFE \$727.00 and the HUD-1 \$0.00. In refusing to open an investigation they violated RSA 417:23 Insurance Fraud Investigation Unit Established. There is established in the department of insurance the insurance fraud investigation unit. The unit shall assist the commissioner, or any law enforcement agency, in investigating insurance fraud or other insurance-related criminal activity and in developing and implementing programs to prevent insurance fraud and abuse. The unit shall have the power to subpoena witnesses and administer oaths in any investigation it conducts, and to compel the production of any books, papers or other memoranda or documents by subpoena duces tecum. The unit shall promptly notify the attorney general of any insurance application, claim, or activity which involves criminal conduct. When required by the commissioner and the attorney general, the unit shall cooperate with the attorney general in the investigation and prosecution of criminal violations. (See NHID e-file of documents)

New Hampshire Department of Justice – Both Attorney Zachary C. Wolf and Paralegal Peter F. D’Aloia concealed the criminal complaints against these eight individuals involved in Wall Street’s “Securitization Scheme”: (1) Senior Superior Court Justice Marguerite L. Wageling; (2) Rockingham County Register of Deeds Cathy Ann Stacey; (3) Rockingham County Superior Court Clerk Jennifer M. Haggar; (4) Rockingham County Superior Court Civil Department Supervisor Sandra Pease; (5) Attorney Bradley M. Lown; (6) Attorney Roy W. Tilsley, Jr.; (7) New Hampshire Judicial Branch General Counsel Mary Ann Dempsey, and (8) Attorney Tenley P. Callaghan. (See NHDOJ e-file with the two documents).

New Hampshire Department of Revenue Administration. Commissioner Lindsey M. Stepp, Peter C.L. Roth and attorney Cheryl C. Deshaies (mis-representing herself as “Assistant Revenue Counsel” employed by the NHDRA) and the Department’s WEBMASTER, to continually provide a false cloak of confidentiality in an attempt to conceal the fact that Harmon Law did not provide the statute required DRA forms for three deeds (land records) because any falsely filed forms would immediately expose the fraud. See NHDRA e-file of documents.)

New Hampshire Secretary of State’s Office. Assistant Secretary of State Jennifer Cote, Attorney Jeffery Spill and the department’s WEBMASTER. (See NHSOS e-file of documents)

Rockingham County Superior Court. Sandra Pease Supervisor Civil Litigation. (See PEASE e-file with documents)

Bradley M. Lown Court Officer and Per Diem Justice. (See LOWN e-file with documents)

Attorney Discipline Office. Brian R. Moushegian, Elizabeth M. Murphy and Andrea Q. Labonte. (See ADO e-file for documents).

Administration of the Courts. Dianne Martin, Director and Mary Ann Dempsey General Counsel. (See NHAOC e-file with documents)

Equity National Title. James K. O'Donnell, President. BK 5454 PG 2392 demonstrates that a false land record was created that skipped the true land records of "Westbrook", "Robitaille", "McLean" and "Sykes" purportedly associated with the purported Schroeder and Heiser's SECOND DCU "mortgage loan" for \$20,000 that was bogus data presented on standard mortgage loan paperwork WITHOUT a DCU Officer's "signature". (See EQUITY e-file for the documents)

Harmon Law Offices, P.C. Mark P. Harmon, President and attorney Francis J. Nolan. (See the HARMON e-file for the documents)

Sweeney & Sweeney, LLC. J. Leonard Sweeney, III, and Denise Robinson (See SWEENEY e-file for the documents)

Digital Federal Credit Union. Shruti Miyashiro, CEO and President. (See DCU e-file for documents)

Tenley P. Callaghan. Bank of America's "Closing Officer" (See CALLAGHAN e-file for documents)

Amie X. DiGiampaolo. Affidavit fraud and presentation of false information. (See DIGIAMPAOLO e-file for documents)

Roy W. Tilsley, Jr. Committed Fraud Upon the Court. (See TILSLEY e-file for documents)

William C. Sheridan. Suspended and then retired attorney. Sheridan stated: "I decided that this is not a quiet title action; it is an action for trespass, ejection and for rent due. We can trustee process the title insurance company to pay to you what they would have paid to current residents." This was Sheridan's method to conceal Wall Street's fraudulent "Securitization Scheme" by not filing a "Quiet Title" action in the Rockingham County Superior Court.

Robert Kelley. Bank of America's "REO Broker" (See KELLEY e-file for documents)

Ms. Erica Puorro. Owner and realtor Stone Ridge Properties. (See PUORRO e-file for documents)

Sandra Duda. Her "Origination Fraud" (See DUDA e-file for documents).

