



Friday, May 11, 2012

Supreme Court Mortgage Foreclosure Committee
c/o Administrative Office of the Illinois Court
3101 Old Jacksonville Rd
Springfield, IL 62704

RE: Proposed Mortgage Foreclosure Procedures

Dear Committee Members,

Over the past two years, our branch has been researching foreclosure proceedings and the documents submitted in connection with such proceedings. Much to our chagrin, we have been unable to locate a single proceeding where the banks, especially counsel for the banks, have knowingly submitted fraudulent and/or legally insufficient documents in order to trick the court into granting relief to parties who do not have a legal interest in the property. In addition, our findings have been validated by the Cook County Sheriff's department.

Some examples of the fraud we have concluded took place in connection with foreclosures in Illinois include the following:

1. Record where no note was submitted as proof of ownership of the underlying debt.
2. Record where the note submitted does not have an endorsement and the lender listed on the note is not the plaintiff in the foreclosure proceeding.
3. Notes where the endorsement contained a forged signature.
4. Mortgage assignments with forged signatures.
5. Mortgage assignments with forged notaries.
6. Mortgage assignments prepared and executed by bank's attorney attempting to transfer title in the note and mortgage to their client who then turns around and actually sues the company on whose behalf they executed the mortgage assignment.
7. Mortgage assignments and notes whose contents violate the terms and conditions of the trust agreement of the Trust.
8. Most disturbing is the fact that the banks' attorneys are using deception to convince the court to give their client relief to which it is not otherwise legally entitled, while knowing that such action will leave the homeowners without their property yet still possibly open to liability to the true legal owner of their note debt who is the seller indicated in the documents filed with the SEC in connection with the mortgage-backed security trust who is never listed as a party to the proceedings.

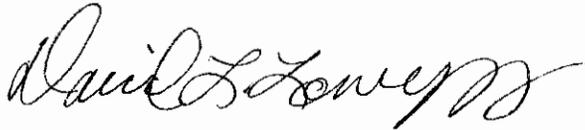
Box #484
EWOOD, IL 60430
708.335.9860
708.832.1841
@NAACPCFSSB.ORG
W.NAACPCFSSB.ORG
EBOOK.COM/NAACPCFSSB
TER.COM/NAACP_CFSSB

VID L. LOWERY, JR.
ESIDENT
8.998.1207 (DIRECT)

You will find a few of our findings after reviewing some foreclosure files included with this letter.

The public must trust that the legal system will not condone such behavior and will do that which is necessary in order to ensure that no one is exempt from the law. It is laughable that the officers of the court who perpetuate the fraud on the court consistently argue that these foreclosures are victimless crimes. Especially, when they and their attorneys know that these proceedings negatively impact communities, negatively impact property values, and leave thousands homeless yet still indebted to the true lawful owner of the subject note. The court in general should not allow such deception. Therefore, we ask that you not only adopt the proposed affidavit #2, as well as, the implementing an Affirmation like the sample provided from the New York courts.

Sincerely,

A handwritten signature in cursive script, appearing to read "David L. Lowery, Jr.", written in black ink.

David L. Lowery, Jr., President

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF _____

Plaintiff,

AFFIRMATION

v.

Defendant(s)

Index No.: _____

Mortgaged Premises:

N.B.: During and after August 2010, numerous and widespread insufficiencies in foreclosure filings in various courts around the nation were reported by major mortgage lenders and other authorities. These insufficiencies include: failure of plaintiffs and their counsel to review documents and files to establish standing and other foreclosure requisites; filing of notarized affidavits which falsely attest to such review and to other critical facts in the foreclosure process; and "robosignature" of documents by parties and counsel. The wrongful filing and prosecution of foreclosure proceedings which are discovered to suffer from these defects may be cause for disciplinary and other sanctions upon participating counsel.

* * *

[_____] , Esq., pursuant to CPLR §2106 and under the penalties of perjury, affirms as follows:

1. I am an attorney at law duly licensed to practice in the state of New York and am affiliated with the Law Firm of _____, the attorneys of record for Plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.
2. On [date], I communicated with [name and title], a representative of Plaintiff, who informed me that he/she (a) has personally reviewed plaintiff's documents and records relating to this case; (b) has reviewed the Summons and Complaint, and all other papers filed in this matter in support of foreclosure; and (c) has confirmed both the factual accuracy of these court filings and the accuracy of the notarizations contained therein.
3. Based upon my communication with [person specified in ¶2], as well as upon my own inspection of the papers filed with the Court and other diligent inquiry, I certify that, to the best of my knowledge, information, and belief, the Summons and Complaint and all other documents filed in support of this action for foreclosure are complete and accurate in all relevant respects. I understand my

continuing obligation to amend this Affirmation in light of newly discovered facts following its filing.

4. I understand that the Court will rely on this Affirmation in considering the application.

DATED:

1. Case 09CH35493 (Donte Robinson) Filed 9/25/09 Summary Judgment entered 8/9/11 Judicial Sale has not taken place yet. Evidence of fraud/illegality:
 - a. The mortgage assignment was signed by MERS which probably did not have authority to assign the mortgage in the first place. Doc #0935012229 dated 9/16/09 and recorded 12/16/09.
 - b. This assignment was executed by MERS as agent (nominee) for MILA, Inc, and supposedly transferred ownership of the mortgage from MILA, Inc. to Bank of New York as Trustee for Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2004-KS10.
 - c. The person signing the assignment as an authorized representative of MERS is William McAlister.
 - d. William McAlister is actually the supervising attorney at Codilis & Associates, the law firm representing the plaintiff, Bank of New York as Trustee for Home Equity Mortgage Asset-Backed Pass-Through Certificates Series 2004-KS10. (See ARDC print out)
 - e. The mortgage assignment also includes the assignment of the underlying note even though MERS was only the mortgagee nominee.
 - f. MILA, Inc. went out of business on 4/20/07, which was 5 years BEFORE this assignment was executed by their agent on their behalf.
 - g. Surprisingly, MERS is also named as a co-defendant in the foreclosure and was served the original complaint on 9/30/09 on a different agent from William McAlister, the "authorized signatory" who signed the mortgage assignment.
 - h. The RMBS trust that the mortgage was supposedly assigned to closed on 10/28/04 making the 9/16/09 assignment nearly 5 years too late. (See RMBS Pooling and Servicing Agreement here: <http://www.sec.gov/Archives/edgar/data/1307199/000130719904000002/ks10psafinal.txt>)
 - i. The assignment also violated the terms and conditions of section 2 of the Pooling and Servicing Agreement.
 - j. The endorsement of the note is found on a separate blank page without any reference to the note at all and it also failed to comply with the requirements under section 2 of the Pooling and Servicing Agreement.
2. Case 10CH51243 (Larry Williams) Filed 12/2/10 Summary Judgment entered 11/17/11 Judicial Sale has not taken place yet. Evidence of fraud/illegality:
 - k. The mortgage assignment was signed by MERS which probably did not have authority to assign the mortgage in the first place. Doc #1034740151 dated 12/2/10 and recorded 12/13/10.

- l. Just like the assignment in #1 above, an attorney from the law firm representing the plaintiff in the foreclosure executed the mortgage which transferred ownership of the mortgage to its client from MERS
 - m. The mortgage assignment did not include the assignment of the underlying note.
 - n. In this case, MERS is not named as a co-defendant in the foreclosure.
 - o. Because the foreclosure is being brought in the name of the servicer and not the supposed owner of the note and mortgage, it is hard to determine which RMBS trust the subject note and mortgage. In fact, the SEC does not require loans details to be filed with them.
 - p. The RMBS trust we believe is the security that Countrywide would have likely claimed to have transferred the note and mortgage to is Banc of America Funding Mortgage Pass-Through Certificates Series 2008-1. That RMBS trust closed on 5/30/08 making the 12/2/10 assignment nearly 2 ½ years too late. (See RMBS Pooling and Servicing Agreement here: http://www.sec.gov/Archives/edgar/data/934377/000137943408000020/ex4_1.htm)
 - q. The assignment also violated the terms and conditions of section 2 of the Pooling and Servicing Agreement.
 - r. There's no endorsement of the note.
3. Case #08CH46227 Judicial sales deed dated 11/6/09. Evidence of fraud/illegality:
- a. The mortgage assignment was signed by Wells Fargo on 2/12/09 using a power of attorney for a then-defunct New Century Mortgage. See Doc #0908304141. A power of attorney ceases to exist when the principal ceases to exist.
 - b. There was no power of attorney filed with the assignment.
 - c. The mortgage assignment did not also assign the underlying note which makes it void under Moore v. Lewis, 51 Ill. App. 3d 388, 391-92 (1977).
 - d. The foreclosure was filed on 12/11/08 but the assignment wasn't executed until after the foreclosure was filed.
 - e. The RMBS trust that the mortgage was supposedly assigned to closed on 6/21/06 even though the note was not executed until 7/18/06 and the assignment took place almost three years after that trust was closed. (See RMBS Pooling and Servicing Agreement here: <http://www.sec.gov/Archives/edgar/data/1364717/000095013606005601/file2.htm>)
 - f. The assignment violated the terms and conditions of Section 2 of the Pooling and Servicing Agreement.
 - g. We believe that Steven Nagy is the signature on all of the endorsements found on the New Century Mortgage notes. However,

- there's evidence that he did not sign those endorsements at all. (See document with Steven Nagy signatures attached.)
- h. The endorsement on the note also failed to comply with the requirements under section 2 of the Pooling and Servicing Agreement.
4. Case 08CH29247 Judicial sales deed dated 5/20/09. Evidence of fraud/illegality:
- a. The mortgage assignment was signed by MERS which probably did not have authority to assign the mortgage in the first place. Doc #0826104141
 - b. The signature of Bethany Hood is likely forged. (See Bethany Hood signature variations attached.)
 - c. The assignment did not include the assignment of the underlying note.
 - d. The RMBS trust that the mortgage was supposedly assigned to closed on 2/1/07 making the 8/12/08 assignment 15 months too late. (See RMBS Pooling and Servicing Agreement here: http://www.sec.gov/Archives/edgar/data/1389925/000090514807002317/efc7-1000_6031561ex41.txt)
 - e. The assignment violated the terms and conditions of section 2 of the Pooling and Servicing Agreement.
 - f. We believe that Erla Carter-Shaw signed all of the endorsements on the Taylor Bean, Whitaker notes. However, there's evidence that the signature was forged. (See document with Erla Carter-Shaw signatures attached.)
 - g. The endorsement on the note also failed to comply with the requirements under section 2 of the Pooling and Servicing Agreement.
5. Case 09CH39295 (Timothy Hughes) Filed 10/15/09 case is still pending. Evidence of fraud/illegality:
- a. The mortgage assignment was signed by Devi Vijjeswarapu. Doc #0934905182 dated 11/18/09 and recorded 12/15/09. Illinois law says that the ownership of the mortgage must exist at the time the foreclosure is filed. If the mortgage assignment was not executed until AFTER the foreclosure was filed, then the lawsuit was filed prematurely.
 - b. This assignment was supposedly executed by Argent and supposedly transferred ownership of the mortgage from Argent to U.S. Bank as Trustee for The CMLTI Asset-Backed Pass-Through Certificates Series 2007-AMC3.
 - c. Argent and Ameriquest were both owned by the same company ACC Capital Holdings until September 1, 2007 when Citigroup bought the wholesale origination-lending unit, Argent Mortgage, and the loan-servicing unit, AMC Mortgage Services, and closed Ameriquest Mortgage. This purchase did not include the purchase of any loan.

(<http://mortgage.ocreger.com/2008/03/18/citigroup-consolidation-hits-orange-office/>)

- d. On or around 2/19/2008, Citigroup stopped operating under the name of Argent and began operating under the name of Citi Residential Lending, Inc. this took place almost 2 years BEFORE the mortgage assignment was executed.
 - e. An affidavit was filed with Devi Vijjeswarapu in connection with a case on 10/27/2009 which had her listed as a "former employee." See In Re DiMare.
 - f. The mortgage assignment did not include the assignment of the underlying note.
 - g. The RMBS trust that the mortgage was supposedly assigned to closed on 04/30/07 making the 11/18/09 assignment 2 ½ years too late. (See RMBS Pooling and Servicing Agreement here: http://www.sec.gov/Archives/edgar/data/1395013/000088237707001505/d662450ex4_1.htm)
 - h. The assignment violated the terms and conditions of section 2 of the Pooling and Servicing Agreement.
 - i. There is no endorsement of the note at all and therefore no proof of the plaintiff's ownership of the underlying debt as required in order to legally foreclose in Illinois.
6. Case 08CH00544 (Michael Phipps) Filed 1/7/08 Still pending. Evidence of fraud/illegality:
- a. The mortgage assignment was signed by Patricia Olvera as Vice President and witnessed by Devi Vijjeswarapu as Secretary. Doc #0916104185 dated 5/29/09 and recorded 6/10/09 again this took place approximately 1 ½ years AFTER the foreclosure was filed.
 - b. This assignment was supposedly executed by Argent and claimed to transfer ownership of the mortgage from Argent to Wells Fargo as Trustee for Park Place Securities, Inc. Asset-Backed Pass-Through Certificates Series 2005-WCh1.
 - c. This for the same reasons outlined in #4 above, this mortgage assignment is suspicious
 - d. The mortgage assignment did include the assignment of the underlying note.
 - e. The RMBS trust that the mortgage was supposedly assigned to closed on 1/26/05 making the 2/13/08 assignment more than 3 years too late. (See RMBS Pooling and Servicing Agreement here: <http://www.sec.gov/Archives/edgar/data/1315570/000088237705000281/d298340.txt>)
 - f. The assignment also violated the terms and conditions of section 2 of the Pooling and Servicing Agreement.

